

Consent Agenda

March 29, 2022

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

After discussion was held by the Board, a Motion was made by Shea, and second by Schultz, to approve:

- A. March 22, 2022, Minutes as read.
- B. March 25, 2022, Minutes as read.
- C. GIS – Employment of Wyatt Cheney as GIS Intern.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Shea, second by Schultz, to open Public Hearing on discussion regarding Compensation Board's recommendations for elected officials for FY 2022/23; and discussion regarding the Pottawattamie County Budget for FY 2022/23.

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

Motion by Shea, second by Schultz, to close public hearing.

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

Motion by Schultz, second by Shea, to Amend Resolution to approve and authorize Board to sign **Resolution No. 27-2022**, regarding Compensation Board's recommendation for elected officials for FY 2022/23, reducing Compensation Board's recommendation from 10% to 4%.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to approve and authorize Board to sign **Resolution 27-2022** as Amended, regarding Compensation Board's recommendation for elected officials for FY 2022/23, reducing Compensation Board's recommendations from 10% to 4%. **Resolution No. 27-2022** is laid out as follows:

RESOLUTION NO. 27-2022

WHEREAS, the Pottawattamie County Compensation Board meets annually to recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code Chapters 331.905 and 331.907; and

WHEREAS, the Pottawattamie County Compensation Board met on the 16th day of December 2021, and recommended a 10% increase for all County elected officials, for the fiscal year beginning July 1, 2022.

THEREFORE, BE IT RESOLVED that the Pottawattamie County Board of Supervisors hereby reduces the Compensation Board's recommended 10% salary increase to 4% salary increase for all Pottawattamie County elected officials for the fiscal year beginning July 1, 2022. Said increases shall be as follows:

Elected Official	Approved Salary for FY 2022/2023
Attorney	\$152,958
Auditor	\$94,191
Recorder	\$94,191
Sheriff	\$146,377
Supervisors	\$51,164
Treasurer	\$94,191

Dated this 29th day of March, 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

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

Motion by Belt, second by Schultz, to approve and authorize Board to sign **Resolution No. 28-2022**, regarding Pottawattamie County Budget for FY 2022/23. **Resolution No. 28-2022** is laid out as follows:

RESOLUTION NO. 28-2022

WHEREAS, the Board of Supervisors of Pottawattamie County, after due consideration of estimated income and expenses for Fiscal Year 2022-2023, duly published such estimates for the county budget; and

WHEREAS, the budget correctly states estimated tax dollars against all parcels of property lying within Pottawattamie County, and the income and expense breakdown for each of the ten (10) budgeting areas; and

WHEREAS, a hearing was held on Tuesday, March 29, 2022, at 10:00 AM, in the Board of Supervisors’ Hearing Room, Second Floor, Courthouse, 227 South 6th Street, Council Bluffs, Iowa; and

WHEREAS, the public had due notice of the hearing, and at the hearing due time was allowed for objections to any and all portions of the budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Pottawattamie County, after hearing no objections, on a motion by Supervisor _____, and a second by Supervisor _____, the Fiscal Year 2022-2023 budget was adopted.

Chairman Belt called for a roll call vote, the results being: Belt-_____; Wichman-_____; Grobe-_____; Schultz-_____; and Shea-_____. Motion carried.

Dated this 29th day of March, 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

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

After discussion was held by the Board, a motion was made by Schultz, and second by Shea, to approve and authorize Chairman to sign Grant Award Letter of Agreement from Iowa West Foundation on the following grant awards: CITIES 2022 for the City of Carson and City of Neola project.
UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to approve and sign Proclamation designating the month of April 2022 as Child Abuse Prevention Month.

**POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS
PROCLAMATION**

CHILD ABUSE PREVENTION MONTH – APRIL 2022

WHEREAS 4.4 million referrals are made to child protective services national yearly; and

WHEREAS child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS our children are our most valuable resources and will shape the future of the Pottawattamie County; and

WHEREAS child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS we acknowledge that we must work together as a community to increase awareness about child abuse and continue to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS prevention remains the best defense for our children and families.

THEREFORE, We, the Pottawattamie County Board of Supervisors, do hereby proclaim April 2022 as

NATIONAL CHILD ABUSE PREVENTION MONTH

“In Pottawattamie County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.”

IN WITNESS WHEREOF, I have caused my signature and Seal of Pottawattamie County, Iowa to be affixed this 29th day of March 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____	○	○	○	○
Tim Wichman, Chairman				
_____	○	○	○	○
Scott Belt				
_____	○	○	○	○
Lynn Grobe				
_____	○	○	○	○
Justin Schultz				

John Rasmussen appeared before the Board to discuss and review the draft for Secondary Roads Five Year Program. Discussion only. No action taken.

After discussion was held by the Board, a motion was made by Shea, second by Belt, to approve and award Contract 78-C078-205 for Hot Mix Asphalt Resurfacing M47 from Highway 6 North 5 miles to G30.

UNANIMOUS VOTE. Motion Carried.

3. OTHER

Motion by Schultz, second by Shea, to approve job descriptions for the Infection Preventionist and Epidemiologist Intern positions.

UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Action(s):

- 1) Conservation – Employment of Kaden McDermott as a Seasonal Park Aide.
- 2) Conservation – Employment of Joseph Campbell as Natural Areas Management Intern.
- 3) SWI Juvenile Detention – Payroll Status Change for Tobi Brich.
- 4) Jail – Payroll Status Change for William Baylor.

B. Reports

- 1) Sheriff's Report of Fees Disbursed and Collected for February 2022.

5. CLOSED SESSION

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

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

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

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

Motion by Shea, second by Belt, to go into Closed Session pursuant to Iowa Code, Chapter 21.5(1)(i), for discussion and/or decision on evaluation of individual's hiring.

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

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

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

6. ADJOURN

Motion by Shea, second by Schultz, to adjourn meeting.

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:25 P.M.

Tim Wichman, Chairman

ATTEST: _____
Melvyn House, Auditor

APPROVED: April 5, 2022

PUBLISH: X

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 16th, 2022

ESTABLISHMENT: NEW OWNERSHIP – OLIVE BRANCH

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

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

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

COMMENTS

Signature

Lea Voss

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 16th, 2022

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

COMMENTS

Signature

A. Brown 28-1

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

FROM: Gina Hatcher

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

COMMENTS

Signature

MH 3/21/22



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
olive branch inc	olive branch	(712) 322-2669

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
19278 Conifer Ln	Council Bluffs	Iowa	51503

MAILING ADDRESS	CITY	STATE	ZIP
19278 Conifer Ln	Council Bluffs	Iowa	51503

Contact Person

NAME	PHONE	EMAIL
Kris Richey	(712) 326-4475	olivebranch.accounts@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Native Wine Permit	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS

Class B Native Wine Permit

PRIVILEGES

Sunday Service



Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

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7443 05 376 005

--- Permanent Property Address ---	----- Mailing Address -----
M 5 PROPERTIES LLC	M 5 PROPERTIES LLC
19287 CONIFER LN	19277 CONIFER LN SUITE #2
COUNCIL BLUFFS, IA 51503	COUNCIL BLUFFS, IA 51503

District: 049 LEWIS TWP/LEWIS CENTRAL

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/744305376005>

===== TAX DESCRIPTION* =====

* Not to be used on legal documents

LEWIS TWP 5-74-43 PT SE SW COMM 150'S NW COR TH S583.92' E53' SE46.81' NELY374.17' NW468.1' W150' TO POB (PARCEL C)

===== ASSESSED VALUE =====

* Class is for Assessment purposes only - Not Zoning

Current Value				
2021	Comm. Land	Improvement	Total	Class
Full Value	\$360,500	\$901,300	\$1,261,800	C
Exempt	\$0	\$0	\$0	C
Net Total	\$360,500	\$901,300	\$1,261,800	C

Prior Year Value				
2020	Comm. Land	Improvement	Total	Class
Full Value	\$360,500	\$882,300	\$1,242,800	C
Exempt	\$0	\$0	\$0	C
Net Total	\$360,500	\$882,300	\$1,242,800	C

===== EXEMPTIONS/CREDITS APPLIED =====

2020 BPTC

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D M 5 PROPERTIES LLC book/page: [2021/17097](#) D

===== SALES HISTORY =====

Sale Date	Amount	Code	Book/Page
08/18/2021	950000	D17	2021/17097
07/23/2013	0	D38	2013/11762
06/11/2013	0	D38	2013/09608
10/26/2012	0	D26	2012/17004
10/26/2012	1100000	D26	2012/18244

===== ASSESSMENT DATA =====

PDF: 10 MAP: LEWIS TWP COMM-10

Date Reviewed: 07/06/20 GMS

LAND.....139827 sqFt 3.21 acres

Commercial Building 1 of 4 -- Metal Retail Store - Steel Frame (611)
STRUCTURE....1 story 3280 base SF 0 bsmt SF 3280 gross SF
Year Built: 1970 Eff Year: 1970 Condition: Above Normal
VERTICALS....Ext Wall: Metal/ Stl/ Insul (<50' Wide)
Int Wall: Unfinished
Drywall or Equiv.
Front/Doors: Low Cost Front
Windows: Comm. Steel Sash
HORIZONTALS..Basement: Incl. w / Base
Roof: Mtl/ Stl/ Insul.
Ceiling: Unfinished
Drywall - Textured

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

PLUMBING.....Toilet Room (1)

Sink-Kitchen (1)

ADJUSTMENTS..Canopy - Metal (50)

Canopy - Metal (50)

BLDG EXTRAS..1 DOOR: O.H. Door - Manual, 10 Ft Wide, 10 Ft High

Commercial Building 2 of 4 -- Warehouse (701)

STRUCTURE....1 story 1440 base SF 0 bsmt SF 3040 gross SF

Year Built: 1970 Eff Year: 1981 Condition: Above Normal

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

Brick on Block - 8"

Int Wall: Unfinished

Front/Doors: Incl. w / Base

Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base

Roof: Metal/ Frm/ Insul (< 50' Wide)

Ceiling: Unfinished

Drywall

Struc Floor: 6" R'Concrete

Floor Cover: Carpet

Asphalt Tile

Partitions: Incl. w / Base

Framing: R'Conc - Light

HVAC: Suspended Gas Unit

Combination FHA - AC

PLUMBING.....Toilet Room (1)

3-Fixture Bathroom (1)

Rough Plumbing (1)

Sink-Kitchen (1)

ADJUSTMENTS..Mezzanine - whse-office w/ AC (1440)

A/C - Add (1440)

BLDG EXTRAS..1 Door: O.H. Door - Manual, 10 Ft Wide, 10 Ft High

Commercial Building 2 of 4 Addition 1 -- Metal Office (604)

STRUCTURE....1 story 1600 base SF 0 bsmt SF

Year Built: 2005 Eff Year: 2005 Condition: Above Normal

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

Int Wall: Panel - Softwood

Front/Doors: Average Cost Front

Windows: Aluminum Casement

HORIZONTALS..Roof: Mtl/ Frm/ Insul.

Ceiling: Metal Liner

Struc Floor: R'Concrete

Framing: Wood - Average

HVAC: Combination FHA - AC

Commercial Building 3 of 4 -- Store - Retail Small (201)

STRUCTURE....1 story 5000 base SF 0 bsmt SF 5000 gross SF

Year Built: 1998 Eff Year: 1998 Condition: Above Normal

VERTICALS....Ext Wall: Vinyl - Frame

Int Wall: Drywall or Equiv.

WallFace: Incl. w / Walls

Front/Doors: Incl. w / Base

Windows: Aluminum Casement

HORIZONTALS..Roof: Asph. Shingle/ Wood Dk

Ceiling: Drywall

Suspended Blk-M'Ral

Struc Floor: R'Concrete

Floor Cover: Asphalt Tile

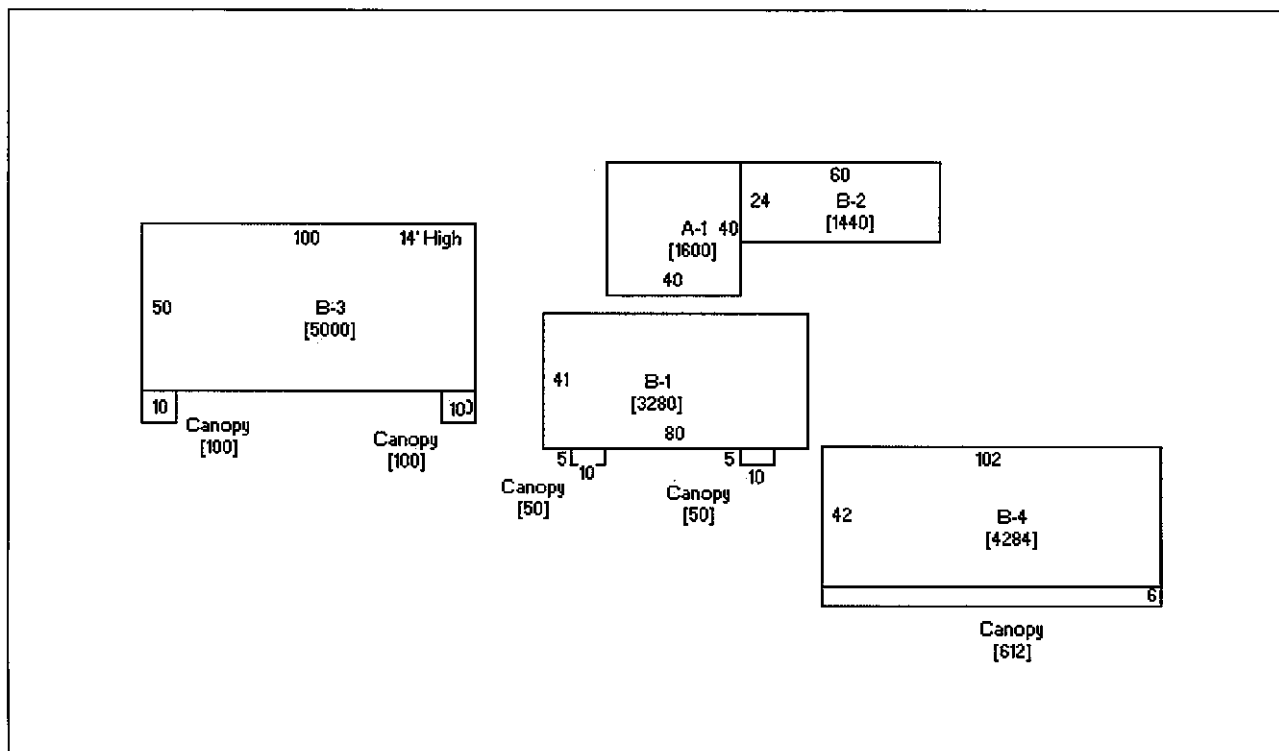
Carpet
 Partitions: Incl. w / Base
 Framing: Wood - Light
 HVAC: Combination FHA - AC
 PLUMBING.....Toilet Room (2)
 Sink-Kitchen (2)
 Stainless Stl Triple Sinks - 6' (1)
 ADJUSTMENTS..Canopy - attached (100)
 Canopy - attached (100)
 BLDG EXTRAS..2 DOOR: O.H. Door - Power, 8 Ft Wide, 10 Ft High
 1 Cold Storage: 60 SF, Cooler, 28 SFSA Door, No Door
 1 Cold Storage: 60 SF, Freezer, 28 SFSA Door, No Door

Commercial Building 4 of 4 -- Metal Retail Store - Wood Frame (612)
 STRUCTURE....1 story 4284 base SF 0 bsmt SF 4284 gross SF
 Year Built: 2004 Eff Year: 2004 Condition: Above Normal

VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)
 Int Wall: Drywall or Equiv.
 Front/Doors: Average Cost Front
 Windows: Aluminum Casement

HORIZONTALS..Roof: Mtl/ Frm/ Insul.
 Ceiling: Suspended Blk-Fiber
 Struc Floor: Concrete
 Floor Cover: Carpet
 Ceramic
 Partitions: Office
 Framing: Wood - Average
 HVAC: Combination FHA - AC

PLUMBING.....Toilet Room (2)
 Sink-Service (Fiberglass) (2)
 Stainless Stl Triple Sinks - 6' (1)
 Sink-Kitchen (1)
 ADJUSTMENTS..Canopy - attached (612)
 YARD EXTRAS..Paving 20,000 SF, Concrete Parking



19287 CONIFER LN, M 5 PROPERTIES LLC



19287 CONIFER LN, M 5 PROPERTIES LLC, 1 07/07/2020



19287 CONIFER LN, M 5 PROPERTIES LLC, 2 07/07/2020

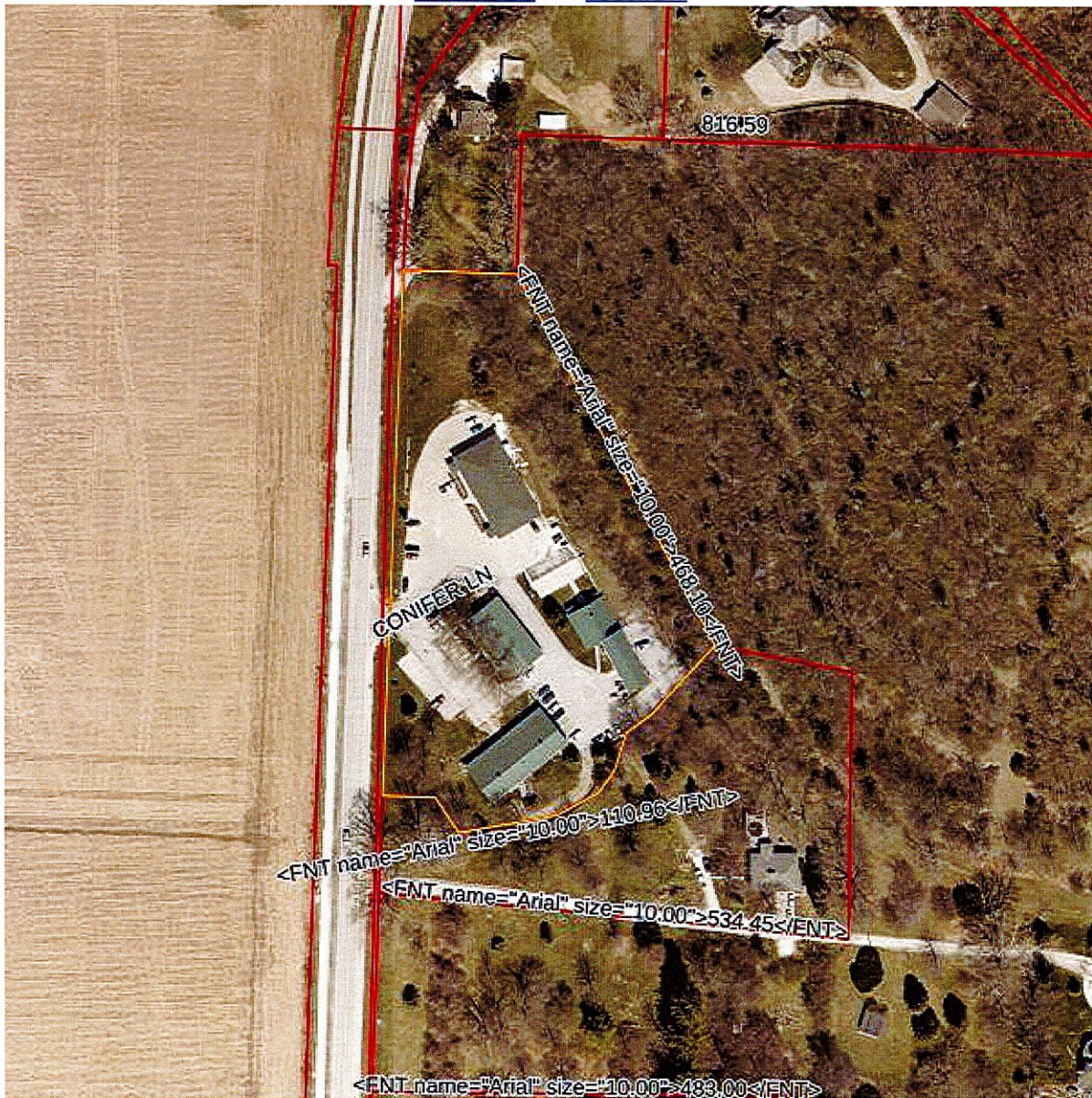


19287 CONIFER LN, M 5 PROPERTIES LLC, 3 07/07/2020



19287 CONIFER LN, M 5 PROPERTIES LLC, 4 07/06/2020

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



1200ft x 1200ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

As of:

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 24th, 2022

ESTABLISHMENT: RENEWAL BREEZY HILLS VINEYARD

OWNER: see attached


LEGAL DESCRIPTION: See attached property record.

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

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

COMMENTS

Signature

 3-25-22

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 24th, 2022

ESTABLISHMENT: RENEWAL BREEZY HILLS VINEYARD

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

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

COMMENTS

Signature

AIR 78-1

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 24th, 2022

ESTABLISHMENT: **RENEWAL BREEZY HILLS VINEYARD**

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

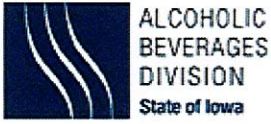
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DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PLANNING	Properly zoned	<input type="checkbox"/>	<input type="checkbox"/>
	Nuisance violations	<input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

COMMENTS

Signature

Lea A Voss



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
Breezy Hills Winery, LLC	Breezy Hills Vineyard	(712) 485-2083	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
31735 Tamarack Rd	Minden		51553
MAILING ADDRESS	CITY	STATE	ZIP
31735 Tamarack Rd	Minden	Iowa	51553

Contact Person

NAME	PHONE	EMAIL
Andrew or Roberta	(712) 485-2083	hillsideacres@msn.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
WCN000011	Class C Native Wine Permit	12 Month	Submitted to Local Authority
EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS	
June 1, 2022	May 31, 2023		
SUB-PERMITS			
Class C Native Wine Permit			



PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Roberta Morse	Minden	Iowa	51553	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Hastings Mutual Insurance
Company

POLICY EFFECTIVE DATE

June 1, 2022

POLICY EXPIRATION DATE

June 1, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

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

7741 20 200 001

--- Permanent Property Address ---	----- Mailing Address -----
MORSE, DARRELL E-ROBERTA J TRUST	MORSE, DARRELL E-ROBERTA J TRUST
31735 TAMARACK RD	31735 TAMARACK RD
MINDEN, IA 51553	MINDEN, IA 51553

District: 059 MINDEN TWP/TRI-CENTER SCH
District: 059 MINDEN TWP/TRI-CENTER SCH

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REAL ESTATE TAXES ON TREASURER'S WEBPAGE
Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/774120200001>

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

MINDEN TWP 20-77-41 EXC RR NW NE

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

Current Value						
2021	Agri. Land	Dwelling	Improvement	Total	Ag Acres	Class
Full Value	\$46,600	\$137,300	\$21,100	\$205,000	38.430	A/AD
Exempt	\$0	\$0	\$0	\$0	0	A/AD
Net Total	\$46,600	\$137,300	\$21,100	\$205,000	38.430	A/AD

Prior Year Value						
2020	Agri. Land	Dwelling	Improvement	Total	Ag Acres	Class
Full Value	\$46,600	\$137,300	\$21,100	\$205,000	38.430	A/AD
Exempt	\$0	\$0	\$0	\$0	0	A/AD
Net Total	\$46,600	\$137,300	\$21,100	\$205,000	38.430	A/AD

=====
EXEMPTIONS/CREDITS APPLIED

2020 AGLAND
2020 HOMESTEAD
2021 HOMESTEAD

=====
OWNERS
* Book/Page LINKS TO RECORDER'S WEBPAGE

- 1 D MORSE, DARRELL E-ROBERTA J TRU book/page: [2012/15022](#) D
- 2 T MORSE, DARRELL E
- 3 T MORSE, ROBERTA J

=====
SALES HISTORY

Sale Date	Amount	Code	Book/Page	
10/01/2012	0	D1	2012/15022	multiple parcel sale
08/29/1989	68000	D017	0090/05030	multiple parcel sale
03/08/1976	68000	C000	0077/08907	multiple parcel sale

=====
ASSESSMENT DATA

PDF: 27 MAP: MINDEN TWP

Date Reviewed: 07/17/18 KK

LAND.....1674010 sqFt 38.43 acres

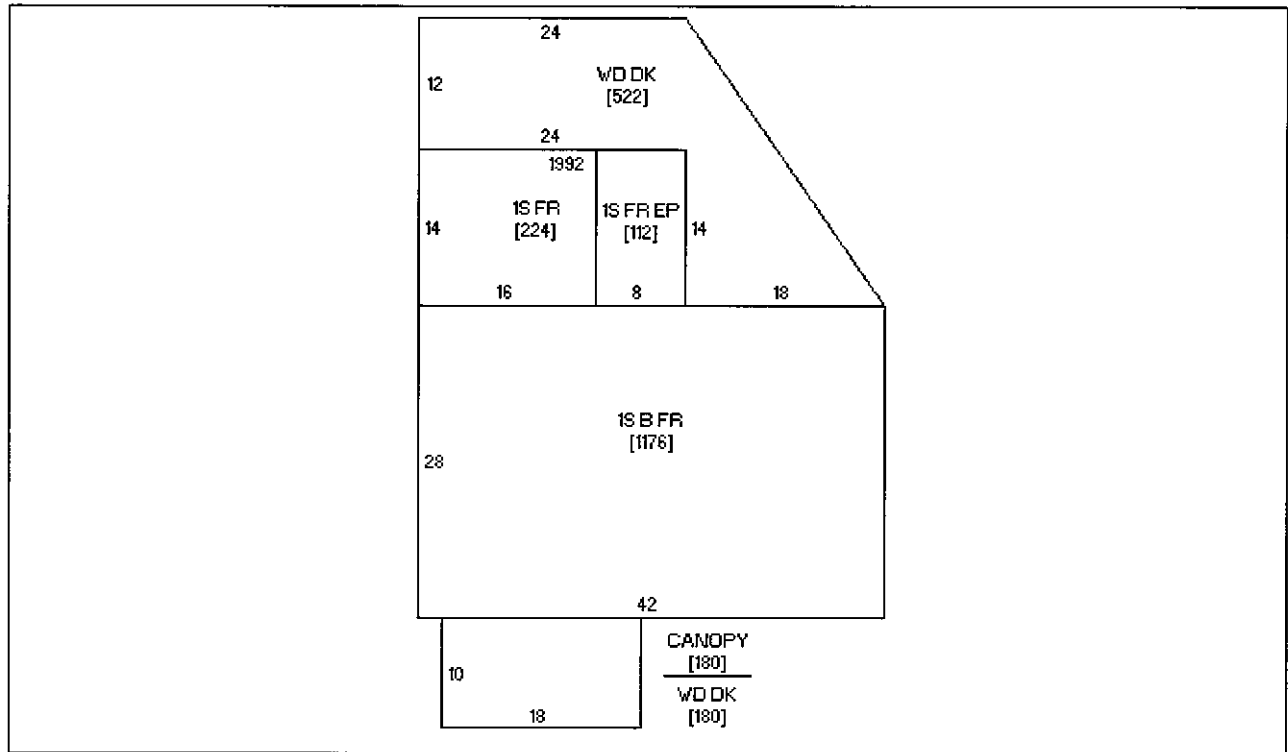
Residence 1 of 1 -- Single-Family
BUILDING.....1 Story Frame 6/2 Rooms Above/Below 3/0 Bedrooms Above/Below 1176 SF Base AC
Built:1971 Normal Bsmt: Full Bsmt Finish: 400 SF Attic Finish: None
FINISH.....Foundation: C Blk Exterior: Vinyl Roof: Asph / Gable
Interior: Drwl Flooring: Carpet / Vinyl
ADDITIONS....Addition 1: 224 SF 1 Story Frame Built: 1992 AC Bsmt SF: 0
PLUMBING.....1 Full Bath 1 Shower Stall Bath
PORCHES.....112 SF 1S Frame Enclosed No Bsmt
DECK/PATIOS..522 SF Wood Deck-Low
180 SF Fbgls/Mtl Roof-Med

180 SF Wood Deck-Med

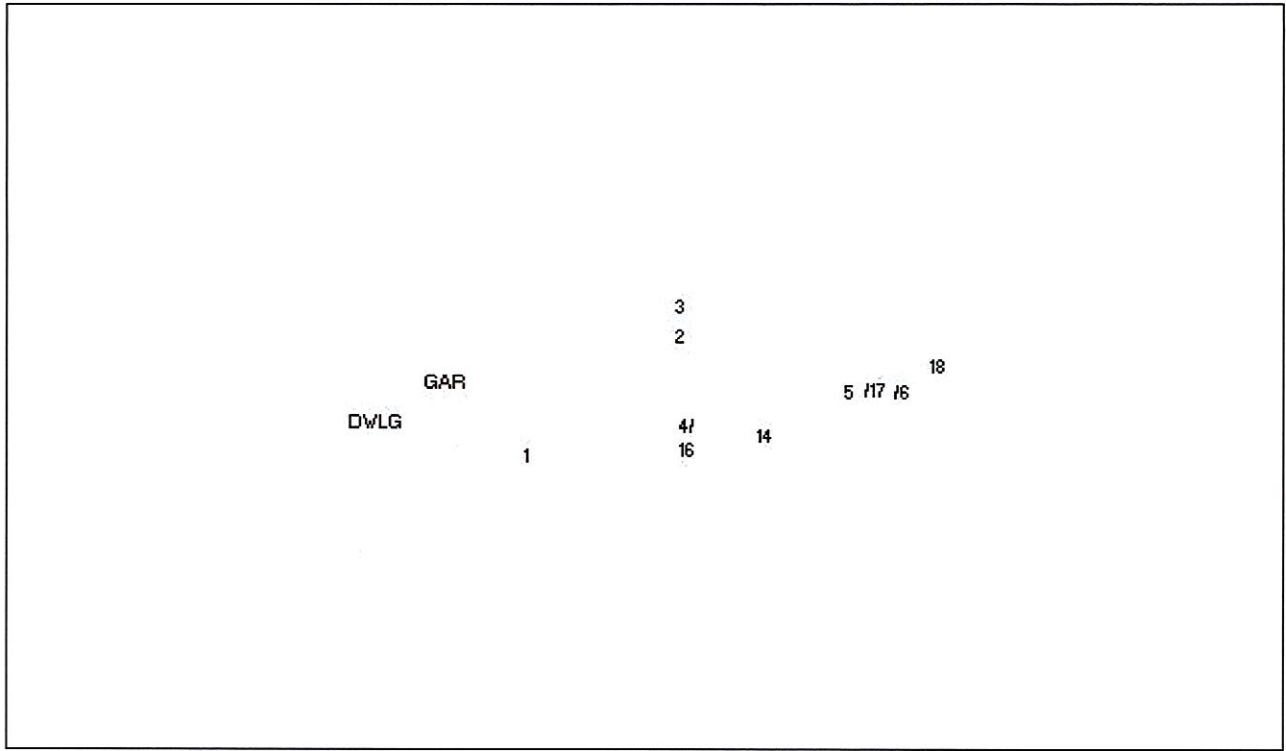
GARAGES(1)...1 Detached

Garage 1: 784 SF Det Frame 28x28 Built: 1992

##	Outbuilding Type / Description	Dimension	Cap/Area	Year
1	Bin - Steel Grain Storage/PP #1-STL	18 x 13	2818 Bu	1965
2	Bin - Steel Grain Storage/PP #2-STL	18 x 17	3685 Bu	1965
3	Bin - Steel Grain Storage/PP #3-STL	21 x 22	6540 Bu	1978
4	Steel Utility Building/PP #4-FR/MTL/P	32 x 64	2048 SF	1975
5	Steel Utility Building/PP #5-GIFT SHOP/WINERY	24 x 78	1872 SF	1976
6	Confinement - Deluxe Open/PP #14-C BLK N.V	16 x 56	896 SF	1982
7	Lean-To/PP #16-POLE TO #4	16 x 64	1024 SF	1975
8	Addition to Bldg/PP #17-POLE/FR ADDN TO #5	24 x 24	576 SF	2010
9	Steel Utility Building/PP #18-STL BLDG/ WD FR "PRODUCTION ROOM"	32 x 64	2048 SF	2011



31735 TAMARACK RD, MORSE, DARRELL E-ROBERTA J TRUST

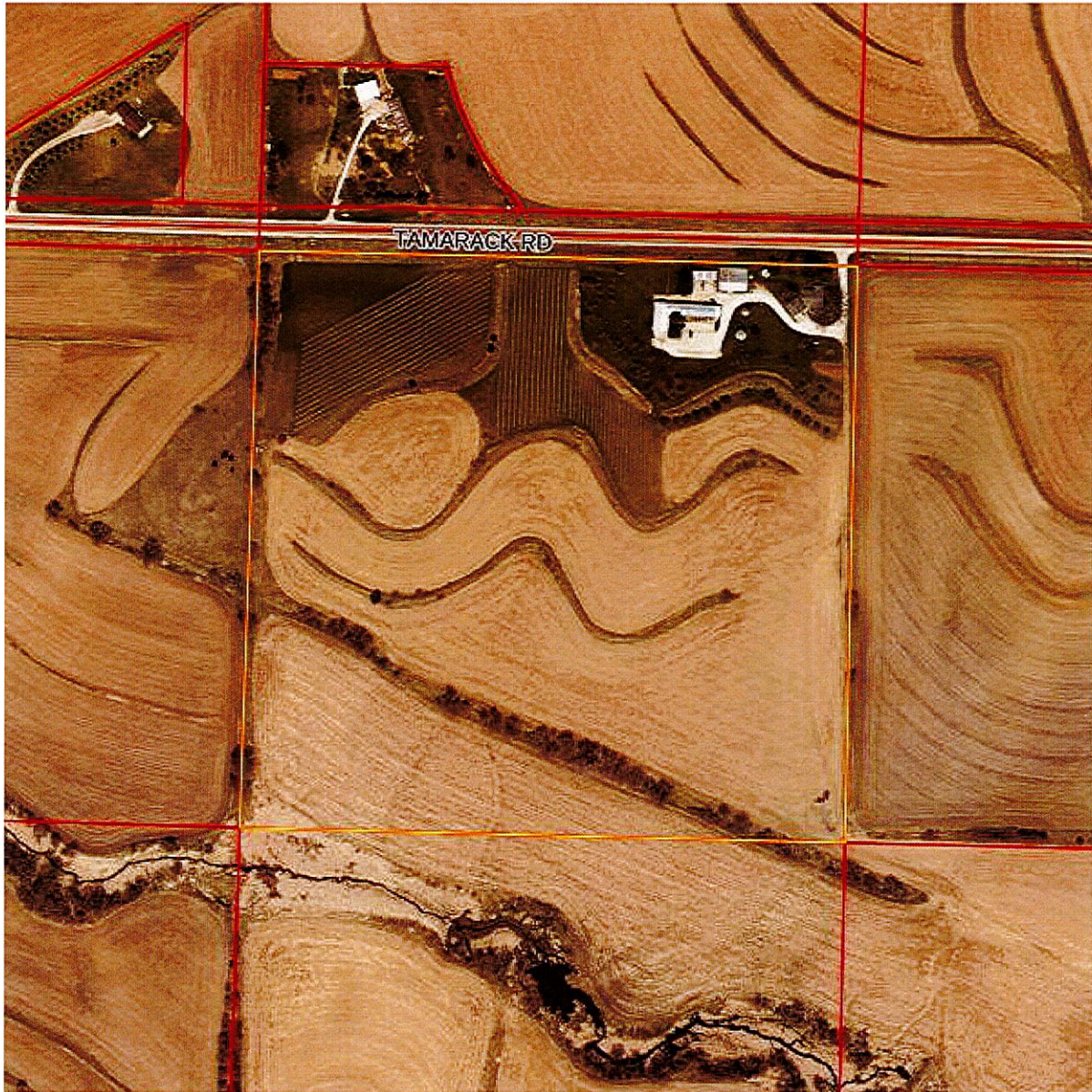


31735 TAMARACK RD, MORSE, DARRELL E-ROBERTA J TRUST



31735 TAMARACK RD, MORSE, DARRELL E-ROBERTA J TRUST, 1 09/20/2012

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



2400ft x 2400ft

[Click any parcel to go to its web page](#)
See [more maps](#) at the [County GIS Department](#).

As of:

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

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 24th, 2022

ESTABLISHMENT: RENEWAL DITMARS ORCHARD

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

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

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

COMMENTS

Signature

GH 3-25-22

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 24th, 2022

ESTABLISHMENT: RENEWAL DITMARS ORCHARD

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PLANNING	Properly zoned		
	Nuisance violations		
	Septic system violations		
SHERIFF	Complaints received		X
	Citations issued at this establishment		X
	Owner convicted of a felony within the last 5 years		X

COMMENTS

Signature

AI 281

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: March 24th, 2022

ESTABLISHMENT: **RENEWAL DITMARS ORCHARD**

OWNER: see attached

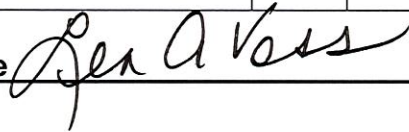
LEGAL DESCRIPTION: See attached property record.

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

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

COMMENTS

Signature





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
lyle Ditmars	Ditmars Orchard and Vineyard	(712) 256-7053

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
19475 225th Street	Council Bluffs	Pottawattamie	51503

MAILING ADDRESS	CITY	STATE	ZIP
19475 225th Street	Council Bluffs	Iowa	51503

Contact Person

NAME	PHONE	EMAIL
Lyle ditmars	(402) 578-3553	lyleditmars@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BB0038236	Class B Beer Permit	12 Month	Renewed

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
June 1, 2021	May 31, 2022	

SUB-PERMITS

Class B Beer Permit, Class C Native Wine Permit

PRIVILEGES

Outdoor Service, Sunday Service



Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Lyle Ditmars	Council Bluffs	Iowa	51503	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

July 1, 2020

POLICY EXPIRATION DATE

July 1, 2022

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

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

7543 14 301 001

--- Permanent Property Address ---	----- Mailing Address -----
DITMARS, LYLE W	DITMARS, LYLE W
19475 225TH ST	505 REDWOOD DR
COUNCIL BLUFFS, IA 51503	COUNCIL BLUFFS, IA 51503-8612

District: 024 GARNER TWP/UNDERWOOD SCH

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/754314301001>

===== TAX DESCRIPTION* =====

* Not to be used on legal documents

GARNER TWP 14-75-43 NW SW

===== ASSESSED VALUE =====

* Class is for Assessment purposes only - Not Zoning

Current Value

2021	Agri. Land	Dwelling	Improvement	Total	Ag Acres	Class
Full Value	\$43,600	\$0	\$20,700	\$64,300	37	A
Exempt	\$0	\$0	\$0	\$0	0	A
Net Total	\$43,600	\$0	\$20,700	\$64,300	37	A

Prior Year Value

2020	Agri. Land	Dwelling	Improvement	Total	Ag Acres	Class
Full Value	\$43,600	\$0	\$18,200	\$61,800	37	A
Exempt	\$0	\$0	\$0	\$0	0	A
Net Total	\$43,600	\$0	\$18,200	\$61,800	37	A

===== EXEMPTIONS/CREDITS APPLIED =====

2020 AGLAND

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D DITMARS, LYLE W book/page: [2015/1560](#) D

===== SALES HISTORY =====

Sale Date	Amount	Code	Book/Page	
12/23/2014	0	D1	2015/01560	multiple parcel sale
11/12/1993	77500	D050	0094/16118	multiple parcel sale

===== ASSESSMENT DATA =====

PDF: 27 MAP: GARNER TWP

Date Reviewed: 11/25/20 HH

LAND.....1611719 sqFt 37 acres

Commercial Building 1 of 1 -- Metal Warehouse - Milled Wood Frame (602)
STRUCTURE....1 story 3360 base SF 0 bsmt SF 3360 gross SF
Year Built: 2003 Eff Year: 2003 Condition: Above Normal

VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)
Int Wall: Drywall or Equiv.
Windows: Aluminum

HORIZONTALS..Roof: Metal/ Frm/ Insul (< 50' Wide)
Ceiling: Unfinished
Drywall

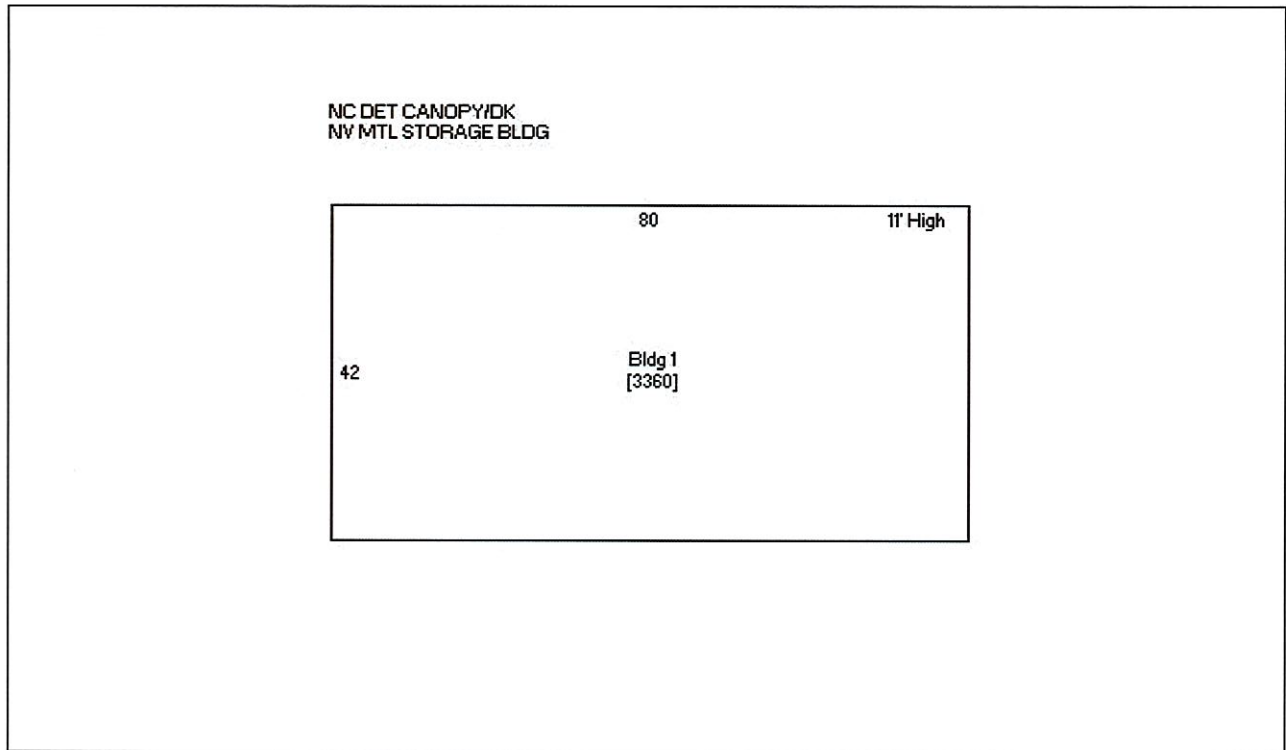
Struc Floor: R'Concrete
Framing: Wood - Average
HVAC: Forced Hot Air

PLUMBING....Toilet Room (1)
Rough Plumbing (1)

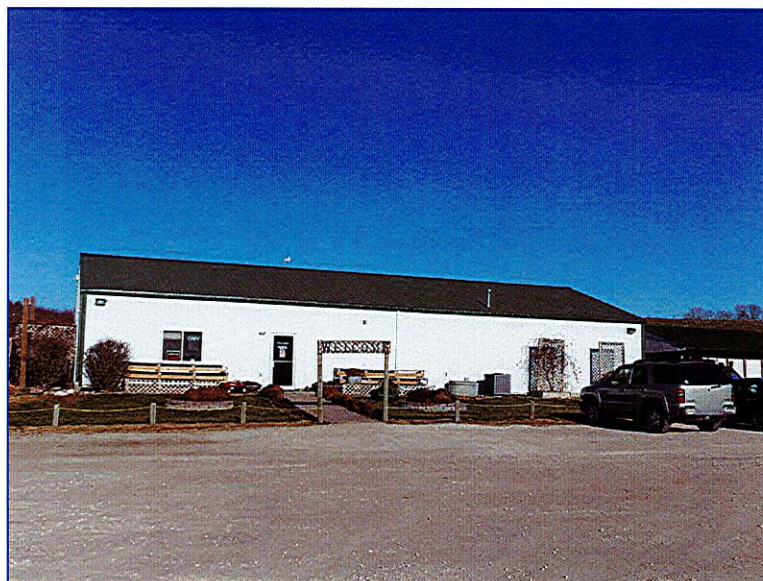
ADJUSTMENTS..Interior - finish (1120)
Liner - compo (SFSA) (1218)

BLDG EXTRAS..1 Cold Storage: 192 SF, Cooler, 0 SFSA Door, No Door
1 Door: O.H. Door - Manual, 12 Ft Wide, 10 Ft High

##	Outbuilding Type / Description	Dimension	Cap/Area	Year
1	Steel Utility Building/STL BLDG	30 x 40	1200 SF	2020



19475 225TH ST, DITMARS, LYLE W



19475 225TH ST, DITMARS, LYLE W, 1 11/19/2020

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



2400ft x 2400ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

As of:

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

Scheduled Sessions

Danna Kehm/CEO,
Pottawattamie Arts, Culture &
Entertainment

Presentation/Update to Board on Pace; discussion and/or decision to approve and authorize board to approve funding request.

IN 2021, PACE...

Welcomed over 20,000 visitors to the Hoff Family Arts & Culture Center.

Helped produce CHANTICLEER COMMUNITY THEATER's four exciting main stage productions.

Supported KANESVILLE SYMPHONY ORCHESTRA's three concerts celebrating classical and contemporary music.

Hosted over 150 EDUCATIONAL PROGRAMS, including art classes, history talks, and culinary workshops for all ages.

Presented GALLERY EXHIBITIONS that highlighted local artists.

Partnered with the five PACE STUDIO ARTISTS as they created and shared their talents with the community.

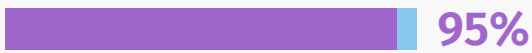
Provided COMMUNITY PROGRAMS such as Music in the Park.

Collaborated with artists on PUBLIC ART projects that beautified shared spaces.

All thanks to the generosity of people like YOU!



We recently conducted the first PACE Community Impact Survey, receiving over 400 responses. Below are initial findings we're thrilled to share.



95% of patrons surveyed said that participating in a PACE activity taught them or their child a new artistic skill.

Whether it was pottery, writing, crafting, cooking, or music, the majority of patrons surveyed credited PACE for providing them with the opportunity to learn a new skill in our all-ages classes and workshops.

"I can't say enough good things about PACE. This is a tremendous asset to the community, in fact probably one of the most significant positive things to come along in some time. The variety of cultural offerings is exceptional and appeal to a wide demographic, all staff encountered have been very friendly and easy to relate to, and of course the facility is incredible... All who put their money into this are really getting a great return on their investment." - Anonymous



63% of surveyed patrons who had participated in performing arts activities said that they or their child experienced personal growth.

When asked to specify which areas they or their child achieved personal growth, the most common responses were confidence, collaboration, public speaking, problem solving, accountability, and teamwork.

"Thanks to our generous supporters, the PACE team and our Partners have already achieved so much, and we're only 1% done with what's possible. There's more to do and many more opportunities to explore. We hope you'll join us!" - Danna Kehm, CEO





March 10, 2022

Pottawattamie County Board of Supervisors
227 South 6th Street
Council Bluffs, IA 51501

Dear Board of Supervisors,

I am writing to you on behalf of Pottawattamie Arts, Culture & Entertainment (PACE) to graciously request general operating funding in the amount of \$50,000 per year for five years, totaling \$250,000, from Pottawattamie County. We would also greatly appreciate the opportunity to renew this funding after the five-year period ends. This funding would serve as a critical component in supporting our mission of strengthening, developing and promoting arts, cultural and historical institutions and organizations, and activities in Council Bluffs, Pottawattamie County, and throughout the region.

We are grateful for the support that we have received from Pottawattamie County thus far. Thanks in large part to the generosity of the County, we had over 20,000 visitors to the new Hoff Family Arts & Culture Center in 2021. As the “go-to” destination for all things artistic and cultural for thousands of community members, and we anticipate that the influx of visitors to Council Bluffs from Greater Omaha and surrounding areas will continue to grow and undoubtedly serve as a boost to tourism and economic activity across the County.

We sincerely appreciate Pottawattamie County’s consideration in continuing to support PACE, the arts, and tourism in Southwest Iowa. Your gift of \$50,000 per year for five years will make a significant and measurable impact on the lives of Pottawattamie County residents and our economy. Enclosed with this letter is our latest annual report. We look forward to being invited to discuss our funding request with the Board of Supervisors.

Warmest regards,

A handwritten signature in black ink, appearing to read 'DK', with a long horizontal line extending to the right.

Danna Kehm
CEO, PACE

HOFF FAMILY ARTS & CULTURE CENTER
1001 South 6th Street
Council Bluffs, IA 51501
(712) 890-5600
info@paceartsiowa.org
www.PACEartsiowa.org

POTTAWATTAMIE
ARTS/CULTURE
ENTERTAINMENT 2022
BOARD MEMBERS

BOARD MEMBERS

Emma Chance
Tim German
Patti Hannan
Chris Machmuller
Kyle McGinn

Richard Miller
John Nelson
Andrew Peters
Denise Putman
Kathleen Pyper

Nikki Rauth
Kathy Rieger
Thomas Roberts
Chris Russell
Sara Thornton

Nikki Tiarks
Mike Wolf

EX-OFFICIO

Brenda Mainwaring
Justin Schultz
Mayor Matt Walsh



Danna Kehm
PACE CEO

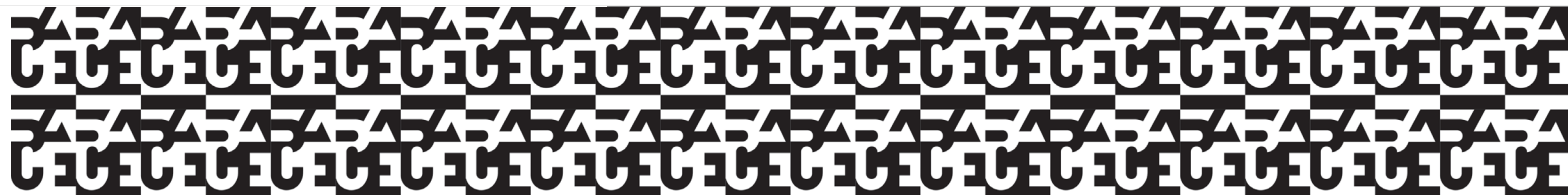
WHAT IS PACE?



Pottawattamie Arts, Culture & Entertainment (PACE) is a 501(c)3 with a mission to strengthen, develop and promote arts, cultural, and historical institutions, organizations, and activities in Council Bluffs and Pottawattamie County.

PACE will serve as a professional umbrella of its partner organizations as well as a centralized hub for fundraising and marketing. PACE also will offer shared theater, exhibit, classroom, and archival space.

PACE is an Iowa West Foundation Initiative.



WHY PACE?

As a result of over 20 community studies conducted by organizations and foundations in the arts, the need for 3 things was apparent:

- 1) Arts education that appreciates the past and spawns creativity for the future
- 2) A diversified and sustained funding structure
- 3) A community arts & culture center

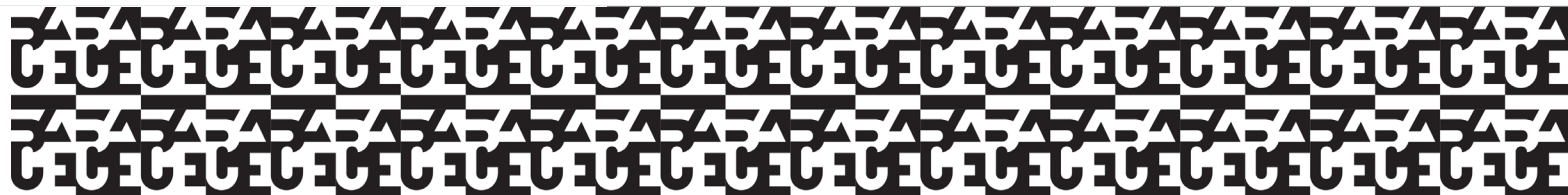




PACE 2021

OVER 200 performances, exhibits, classes and events in 2021

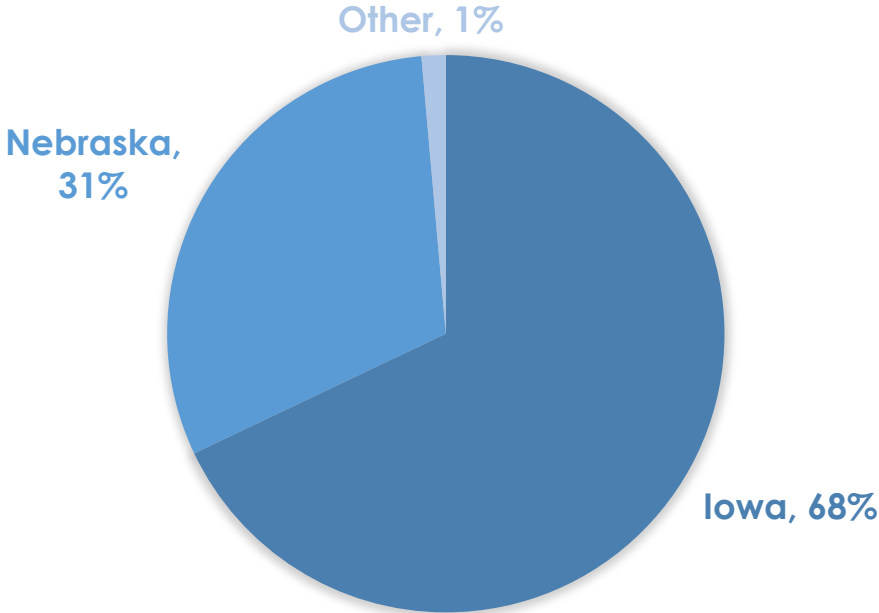
Target Outcome/Result	2021
Adult Programming Classes: 12 annually	33
Children's Programming Classes: 42 annually	135
Children's Summer Camps: 2 annually	2
Culinary Programming: 4 annually	3
Gallery Exhibitions: 4 annually	4
Subsidized Artist Studios: 5 annually	5
Chanticleer Theater Productions: 4 annually	4
Children's Theater Production: 1 annually	1
Children's Theater Camp: 1 annually	2
Kanesville Symphony Orchestra Concerts: 3 annually	3
Music in the Park Concerts: 6 annually	5
Community Activities: 2 annually	3



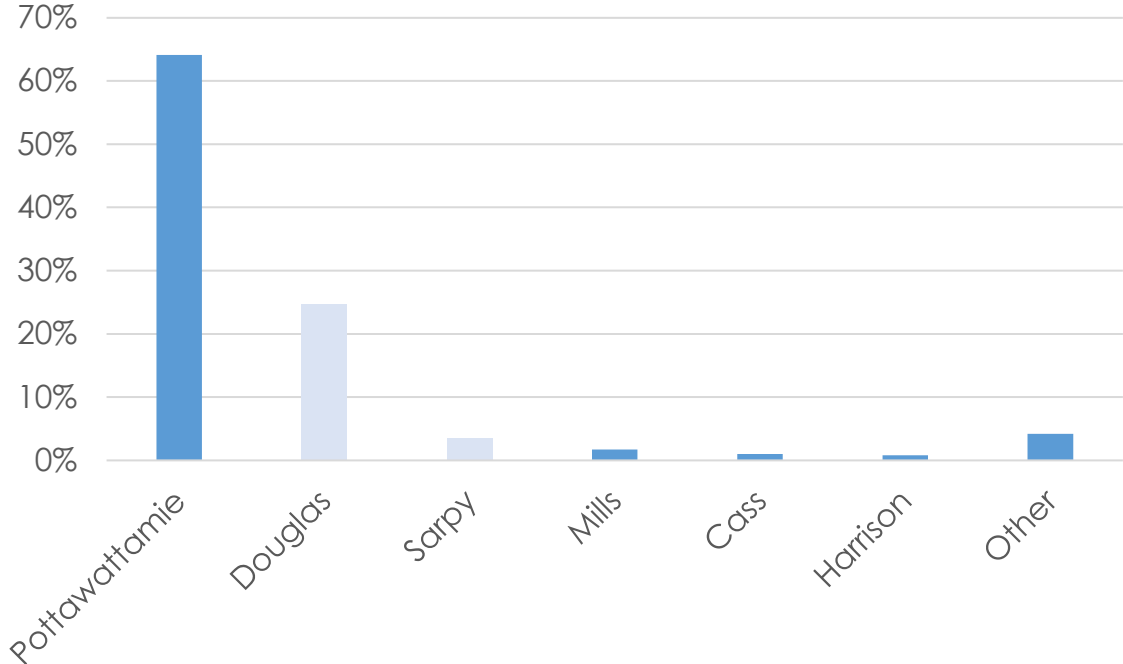
PACE 2021

OVER 20,000 visitors to the Hoff Family Arts & Culture Center
OVER 33,000 total impact with digital programming and public art

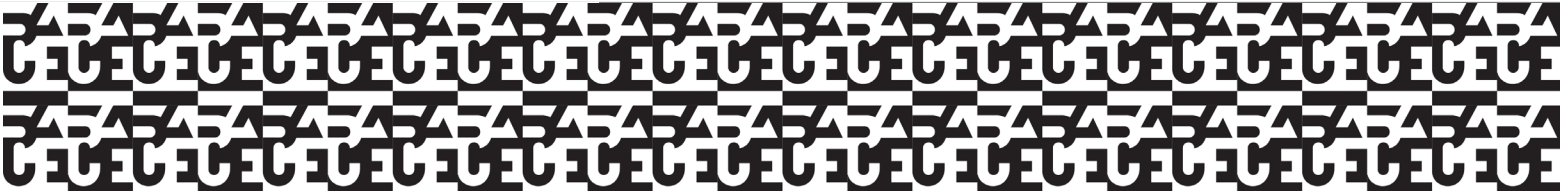
VISITORS BY STATE



VISITORS BY COUNTY



Other visitors include patrons from Colorado, Minnesota, Oregon, Missouri, California and others.





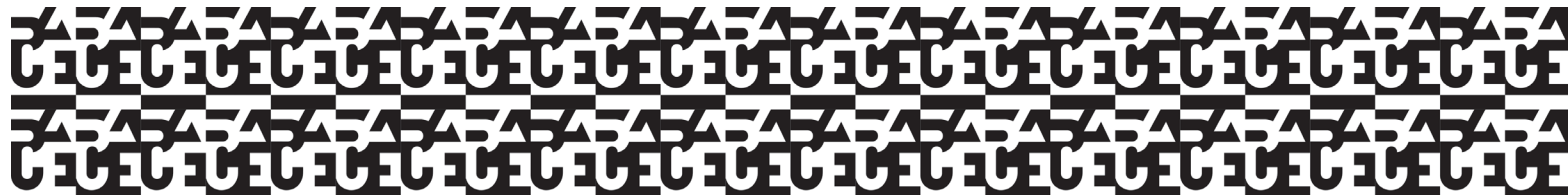




POTTAWATTAMIE COUNTY MUSEUMS

PACE is working with several county museums with to further expand our support.

- Guidance on collection management and preservation
- Archival storage available
- PACE website
- Inclusion in marketing
- Opportunity to be in Gallery exhibitions
 - Nishna Heritage Museum
 - Heritage Garden Museum
 - Sweet Vale of Avoca Museum
 - Walnut Creek Historical Society
 - Pioneer Trail Museum
 - Stempel Bird Museum

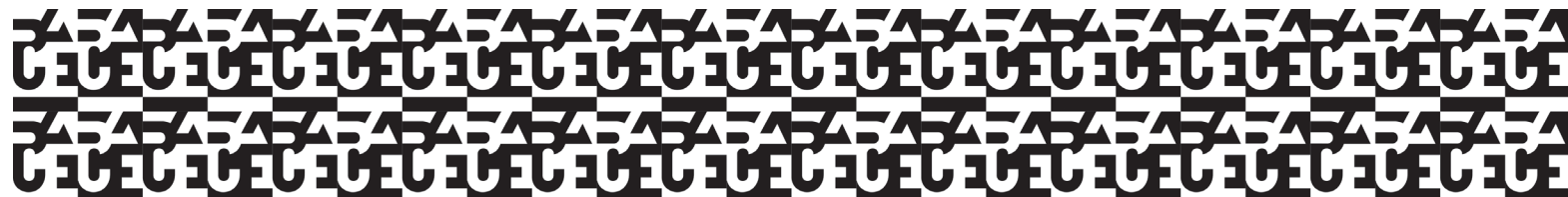


PACE COMMUNITY IMPACT SURVEY

“Great new venue!! What a gift to the community!!”

“Keep it up. Your hard work is so appreciated.”

“I can't say enough good things about PACE. This is a tremendous asset to the community, in fact probably one of the most significant positive things to come along in some time. The variety of cultural offerings is exceptional and appeal to a wide demographic, all staff encountered have been very friendly and easy to relate to, and of course the facility is incredible. All who put their money into this ...are really getting a great return on their investment.”



PACE APRIL CALENDAR

APR 01-30

FRI 6-9PM & SAT 12-4PM >> Spring Showcase Exhibit

FRI 6-9PM & SAT 12-4PM >> Iowa Traveling Watercolor Show

FRI 6-9PM >> Studio Artists Open Hours

SAT 1-2:30PM >> Youth Ceramics

SAT 2:30-4PM >> Youth Painting

SAT 4-5PM >> Youth Makers Lab

APR 02

SAT 7:30PM >> American Midwest Ballet | Swing, Swing, Swing!

APR 10

SAT 7:30PM >> Kaneshville Symphony Orchestra | Spectacular

APR 22

FRI 4-10PM >> HOFF Fourth Friday

FRI 5-9PM >> Pop-up Restaurant w/ Bald Brothers Catering

FRI 5-7PM >> LIVE Music w/ Turnin' Gears

FRI 6-8PM >> Adult Paint & Sip w/ Kathy Fiscus & Lauren Crabtree

FRI 6-9PM >> Grant Wood Exhibit Opening

APR 23

SAT 2-3:30PM >> Teen Cartoonist w/ Jeff Koterba

SAT 11:30AM-1PM >> Youth Cooking w/ Chef Stephanie Spencer

SAT 4:30-5:30PM >> Teen Painting w/ Lauren Crabtree

SAT 5-6:30PM >> Teen Cooking w/ Chef Stephanie Spencer

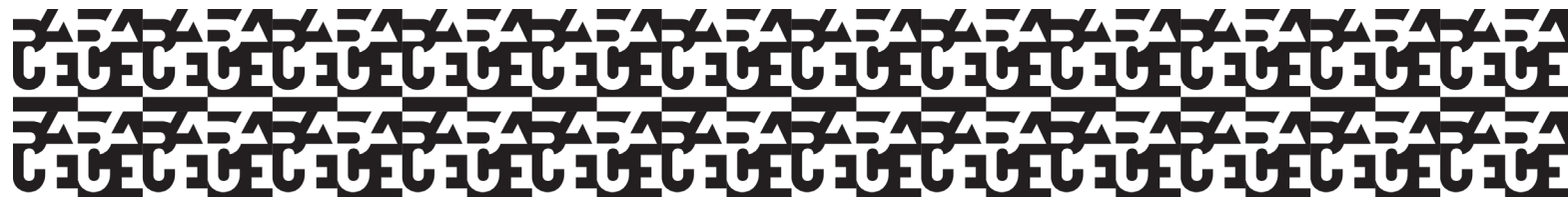
APR 28

THU 6-8:30PM >> Art+Dish w/ PACE Studio Artists & Kitchen Council Chefs

APR 30

SAT 4:30-5:30PM >> Teen Painting w/ Lauren Crabtree

SAT 10AM-12PM >> How to Write a Song w/ Lori Lynn



HOFF FAMILY ARTS & CULTURE CENTER



THANK YOU

TED & POLLY
HOFF

SOUTHWEST IOWA FOUNDATION, INC.
Erika Overlund & Brandon Dickerson - MidAmerican Energy
THE HAWKS FOUNDATION
Richard & Deanna Miller
Carol G. Wood
MUTUAL OF OMAHA FOUNDATION
John Hansen - Einthausen Design Inc.

GALVANI FAMILY
Lynne & Jack Galvani
ANNE & JOHN P. NELSON
Steve & Kathy Basmer
Alley Poytner Macchiotta Architecture

IOWA ECONOMIC DEVELOPMENT AUTHORITY
Todd A. Logan, Jason & Sheri James, Brian Jomitor, Erik & Kieran Skonow
THE KIMBALL, STOUFER, & GRAEME FAMILIES
Stacey, Allison, Melanie & Brianne Roberts, Bryan & Pam Hill, Noddie Family Donor-Advised Fund
In Memory of Robert W. Knox, Walt Pyper

SCHLOTT
POLYMER BROS.

IOWA WEST FOUNDATION

IOWA GREAT PLACES
City of Council Bluffs, Doll Distributing LLC

ROBERT B. DAUGHERTY FOUNDATION
CONAGRA BRANDS FOUNDATION, THE 7th INNOVATIVE, Bob & Martha Bruckner - Pottawattamie County, Ron and Beverly Dickinson - Bruce & Jani Robinson

UNION PACIFIC FOUNDATION
Vaske Spatz Family, John & Wendie Kotouc, Donna Jay Kohn, Dr. Alan & Cynthia Fisher, Sarah (Kohn) & Mike Wolf & Family - Papa & Mary Anne Tallroth, Dennis & Cindi Kaitley, John & Tracy Jerkovich - MGM Associates, Elizabeth Collins, T. Blank

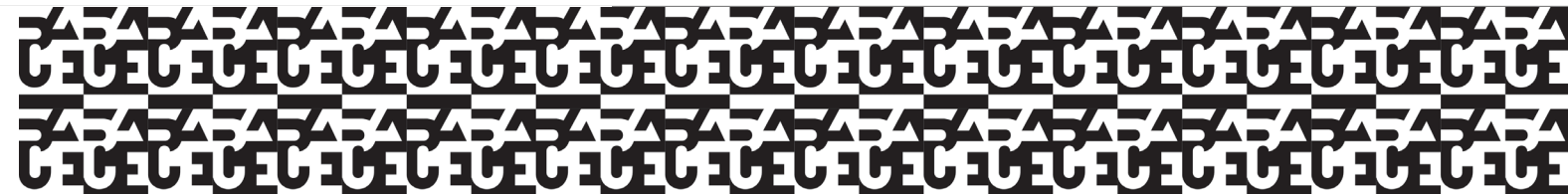
CHARLES E. LAKIN FOUNDATION
MAMMI FOUNDATION, PETER KIEWIT FC

IOWA DEPARTMENT OF CULTURAL AFFAIRS
CIVANGLIER COMMUNITY THEATRE, SUZANNE AND WALTER SCOTT FOUNDATION, STATE HISTORIC PRESERVATION TAX CREDIT, VERA ELLSWORTH & SEA COX CHARITABLE TRUST

CAESARS FOUNDATION
Avalis Black, Scott & Susan Horstman, CAESARS FOUNDATION: Harriet's & Horstman Council Bluffs

SELZBERG FOUNDATION
Matt & Lisa Ormrod

STATE HISTORIC SOCIETY OF IOWA
Maryann Stross, Jack & Stacie Inoué



Dave Burd/ President, Jennie Edmundson Hospital and Scott Hartman/Board Chair, Jennie Edmundson Foundation and Ann Schumacher/President, CHI Health Mercy and John Bracker/Board Chair, CHI Health Mercy Foundation and other Representatives from Jennie Edmundson Hospital and CHI Health Mercy

Discussion and/or decision on County Contribution to local Hospitals for ARPA funding request.



Request for Support:

Methodist Jennie Edmundson Hospital (Jennie) and CHI Health Mercy Hospital (Mercy) respectfully request the Pottawattamie County Board of Supervisors invest \$1,000,000 from the American Rescue Plan Act (ARPA) Funds received by the County.

These funds will be evenly allocated between Jennie and Mercy to support their respective COVID-related projects: a comprehensive technology upgrade for Jennie's Telemetry unit for COVID-19 inpatients and a renovation, relocation, and expansion of Mercy's Cardiac and Pulmonary Rehabilitation Center for post-COVID-19 outpatients (better known as COVID long haulers).

This collaborative proposal was brought forward, thanks to the guidance and support of several Board of Supervisors, and the projects:

- benefit residents throughout the County
- directly tie to the COVID-19 pandemic
- are "shovel ready" and are dependent on this funding that is crucial to the projects' completion and success

Funding Plan:

Both projects, the comprehensive technology upgrade for Jennie's Telemetry monitoring system and the expansion of Mercy's Cardiac and Pulmonary Rehabilitation Center, each total over \$2 million.

The hospitals acknowledge the County's funding will be "last money in." Jennie and Mercy have both engaged their foundations to lead the efforts to secure the remainder of the funds for these projects.

Impact on Pottawattamie County:

As part of our longstanding 135-year histories in this community, both hospitals once again demonstrate a shared and ongoing commitment to support the health and well-being of those whom we serve. In an average year, Jennie and Mercy collectively serve 10,000 inpatients, and 100,000 outpatients, and 68% of our two hospitals' patients reside in Pottawattamie County.

Both projects will greatly improve our patient-care quality and capacity. These are constant goals for our hospitals; however, the recent severity and persistence of the virus in Council Bluffs and Southwest Iowa have increased the urgency attached to these proposed projects.

If funding from the County is received, our local hospitals will be increasingly well equipped to care for Pottawattamie residents experiencing COVID-19 and the lingering after-effects of the virus. We can better care for those affected by COVID-19 - our coworkers, neighbors, friends, and family - right here in our community. And beyond COVID-19, these projects will be truly transformational for our community's health by addressing the most prevalent and persistent health issues, including heart disease, COPD, and obesity, facing Pottawattamie County.

These renovations will better position both Jennie and Mercy to provide care for the entire community well into the future — thus helping to generate better outcomes for area patients who are contending with a potentially broad spectrum of health-related challenges.

Methodist Jennie Edmundson

933 East Pierce Street
Council Bluffs, IA 51503



Project: Comprehensive Technology Upgrade of our Telemetry Unit

Overview:

The negative impact of COVID-19 and the increased influx of COVID-19 patients that need around the clock monitoring has pushed our current telemetry system to the end of its usability.

A telemetry system is a way of monitoring heart rate and rhythm, blood pressure, respirations, oxygen in your blood, pulse and temperature. Data transmits directly to the nurse's station, alerting nurses immediately to any problem. ***This is critical, as when heart or pulmonary issues are involved, every second counts.***



Meets Eligibility Requirements:

The Interim Final Rule (IFR) clarifies that recipients of the funds can support capital expenditures that support an eligible COVID-19 public health or economic response, such as hospital capital expenses.

By upgrading the telemetry unit, we will be able to continue to provide the monitoring needed by COVID-19 and high-risk patient in order to provide the best care possible. Funding for this project would clearly meet the standards in the IRF because the telemetry system has been negatively impacted by the increase in COVID-19 patients and by upgrading the system, it will address the need caused by the increase of COVID patients.

Request for Support:

We are coming to you today with a sense of urgency as our current system is quickly approaching end of life, soon we will be unable to purchase parts, and more importantly future technology updates will not be available. Due to the age of our current system, we are not able to add additional monitors until the upgrade is completed. The new Philips monitoring system will increase monitoring capabilities in areas such as our Telemetry Unit, ICU, Cardiac/Progressive Care Unit and the Emergency Department. It will also incorporate strong cybersecurity features. With attacks on technology being commonplace, knowing this level of security is embedded in our telemetry monitors is no longer a "nice to have", but a necessity.

Project Goals:

MJE continues to serve residents from every zip code in Pottawattamie County. On average, of those patients, MJE monitors over 2,000 patients annually with our telemetry equipment. The estimated average duration of telemetry is 4 patient days for non-COVID patients. COVID patient’s average upwards of ten days, some as high as 20 days.

1. In an effort to keep local patient care close to home, we must invest in a significant upgrade to our continuous patient vital sign monitoring system/telemetry system. This is a critical need highlighted during the COVID-19 pandemic that will continue to enhance the delivery of care in Pottawattamie County into the future.
2. Replace the electronic infrastructure with state-of-the-art technology to further enhance MJE’s pursuit of constantly improving clinical outcomes.
3. Purchase Phillips patient IntelliVue monitors. This system is the most advanced patient monitoring technology available, which will ensure that patients in Pottawattamie County will receive the best care possible, close to home.

Cost and Timeline:

The cost of the Telemetry Patient Monitoring System Upgrade is approximately \$2.2 million and is currently allocated over a period of 5 years. Due to the increased need for this level of technology that was emphasized over the last two years, it is important to shorten this timeframe from 5 years to 18-24 months, which this funding would allow us to accomplish.

Software	\$660,323
Network Infrastructure	\$179,004
Central Monitoring Station Hardware	\$69,472
Bedside Monitors (Mid-Acuity) (32)	\$223,075
Bedside Monitors (High-Acuity) (48)	\$668,949
Transport Monitors (28)	\$234,182
Wearable Monitors (Telemetry Packs) (36)	\$148,273
Vital Sign Machines (44)	\$221,364
Cabling and Installation	\$27,602
Trade-in	<u>(\$196,270)</u>
Total Project Cost	<u>\$2,235,974</u>





CHI HEALTH MERCY COUNCIL BLUFFS

800 Mercy Drive, Council Bluffs, IA 51503

CARDIAC AND PULMONARY REHABILITATION CENTER

OVERVIEW

The project includes the renovation, relocation, and expansion of CHI Health Mercy's Cardiac and Pulmonary Rehabilitation Center (CPRC). This project will be truly transformational for our community's health by reimagining cardiovascular and pulmonary care in the light of COVID-19, but it also will address many of the most prevalent and persistent health issues, including heart disease, COPD, and obesity, facing Pottawattamie County.

- CHI Health Mercy serves residents from every zip code in Pottawattamie County and cares for more than 84,000 patients annually. An average of 69% of patients are from Pottawattamie County and 58% from the city of Council Bluffs over the past three years.
- 7,500 Iowans died of heart disease in 2019, the leading cause of death in Iowa for 100+ years (since 1920). Among heart disease deaths, 4,268 (65%) were due to Congestive Heart Disease..
- In 2019, over \$1.5 billion in costs were incurred to Iowans due to heart disease; many of these costs were related to the 28,000 hospitalizations that occurred over the year. Many of these hospitalizations can be prevented with high-quality, comprehensive care provided by a renovated cardiac and pulmonary rehabilitation space.
- Research from the American Academy of Physical Medicine and Rehabilitation shows 30% of the COVID-19 survivors have Post Acute Sequelae of SARS-CoV2 (PASC), or more commonly known as long haulers.
- As of January 2022, the state of Iowa has 618,074 COVID-19 survivors and an estimated 185,422 PASC (long haulers) and the Pottawattamie County has 18,987 COVID-19 survivors and an estimated 5,696 PASC (long haulers).

PROJECT GOALS

1. Proactively anticipates and acts as a multidisciplinary center to treat a new patient cohort: COVID-19 "long-haulers." This new cohort comprises patients who have recovered from their initial COVID-19 illness and have gone on to develop chronic post-COVID-19 syndromes that can last for months, years, or a lifetime. Ongoing symptoms include pulmonary and cardiac distress, fatigue, and behavioral health conditions.
2. Provides services to mitigate COVID-19 and successfully treat the effects of the virus.
3. Expands current capacity; this program has seen a 20% increase in demand for cardiopulmonary services since the pandemic began, and a 35% increase is projected in the next five years.
4. Uses advanced technology and equipment to offer patients fully integrated, wraparound services including preventative care; state-of-the-art diagnostics, heart, and vascular clinics; cardiopulmonary rehabilitation; echocardiograms, stress-testing, and pulmonary examinations. It will also allow us to utilize and expand our very valuable telehealth visits and infrastructure.
5. Creates a sustainable solution to the short and long-term health issues facing Council Bluffs and Pottawattamie County.



CURRENT FACILITY LIMITATIONS



- Has extremely limited patient capacity, especially with the current and expected growth for cardiopulmonary services
- Is not designed as a fully integrated service model to include wraparound services including preventative care; heart and vascular clinics; echocardiograms, stress-testing, and pulmonary examinations; and telehealth visits, that are needed to care for post-COVID patients
- Does not provide an easily accessible entrance for patients
- Is not located in the ideal location; the new facility will be adjacent to the emergency room for optimal patient safety
- Is located in an aging facility with dated equipment

PROJECT COSTS

The cost of the project is \$350 per square foot, and the project includes 7,060 square feet, including:

● Construction	\$1,778,443
● Design	\$177,845
● Medical and Exercise Equipment	\$297,285
● Administrative Fees	\$36,000
● Contingency	\$90,000
● Financing	\$90,000
● Total	\$2,469,573





MEETING OUR COMMUNITY'S

“NEXT GENERATION”

HEALTHCARE NEEDS

**A COLLABORATIVE
PROPOSAL FOR
ARPA FUNDING**

PROPOSED JENNIE, MERCY UPGRADES RESPOND TO “LONG COVID-19” AND OTHER CHRONIC ILLNESSES

December 20, 2021

Methodist Jennie Edmundson Hospital (Jennie) and CHI Health Mercy Hospital (Mercy) respectfully request the disbursement of a total of \$3 million in “American Rescue Plan Act” (ARPA) funding—\$1.5 million for each of our hospitals—in support of two significant capital initiatives: a comprehensive technology upgrade for Jennie’s Telemetry unit (also known as its Post-Acute or “Step-Down” unit); and a total renovation and relocation of Mercy’s Cardiac and Pulmonary Rehabilitation Center (CPRC).

Both projects will greatly improve our patient-care quality and/or capacity. Both of these are constant goals for our hospitals; however, the recent severity and persistence of the virus in Council Bluffs and Southwest Iowa have increased the urgency attached to these proposed campus upgrades (important to note: in the interim, plans for both renovations will allow for current, respective patient-care capabilities to be unaffected.)

For one, the community-wide health effects of the pandemic are already placing major stresses on the present capacity, technology, and staff of these two units. Additionally, however, if completed soon, these projects would enable our hospitals to better prepare for an expected major increase over the next several years in cases of “long-COVID-19”—many of which are likely to require the provision to patients of complex, multidisciplinary care, and often on a protracted basis.

From a near-term perspective, then, if we are able to realize these upgrades, our hospitals will be increasingly well equipped to care for area residents experiencing the persistent after-effects of COVID-19: lingering repercussions which are still being determined, and likely will be for some time. And looking further into the future, these renovations will better position both Jennie and Mercy to provide care for the entire community—thus helping to generate better outcomes for area patients who are contending with a potentially broad spectrum of health-related challenges.



To these points, Sheila Kennedy, RT, Mercy’s Director of Cardiovascular Services, said that her hospital’s goal with the CPRC “is to create a ‘one-stop shop’ that can help residents of Council Bluffs and Southwest Iowa address a variety of longstanding, widespread health issues—which, right now, are being exacerbated by the pandemic.” Similarly, Peg Helget, RN, Jennie’s Vice President—Patient Services, said that, “Our Telemetry upgrade is a project that will still be there even once we’ve survived the COVID-19 crisis. The unit will serve area patients long afterward.”

As our proposal later explains, for multiple reasons, we view this ARPA funding as absolutely critical in “jump starting” these two projects, which we believe will help to improve health and health status for the residents of Council Bluffs and Southwest Iowa well into the future. We thank you in advance for considering our request.

COVID-19: THE DELTA ANDOMICRON VARIANTS

Unfortunately, since its early-2020 arrival, COVID-19 has proven impossible to eradicate, and difficult even to control. Despite the fact that multiple vaccines have been readily available for about a year, we’re currently contending with the highly contagious “Delta” variant—which has now been around for about six months—while the new “Omicron” variant looms. As a result, our hospitals—which, since early 2020, together have treated 1,037 total COVID-19 inpatients—are once again seeing a surge of those with the virus. For example, Denise McNitt, RN, Mercy’s

While our COVID-19 admissions are going up, so are the numbers of patients with other serious diagnoses — and it seems like everyone we're seeing is sicker.

**Dave Burd,
Jennie Edmundson
President and CEO**

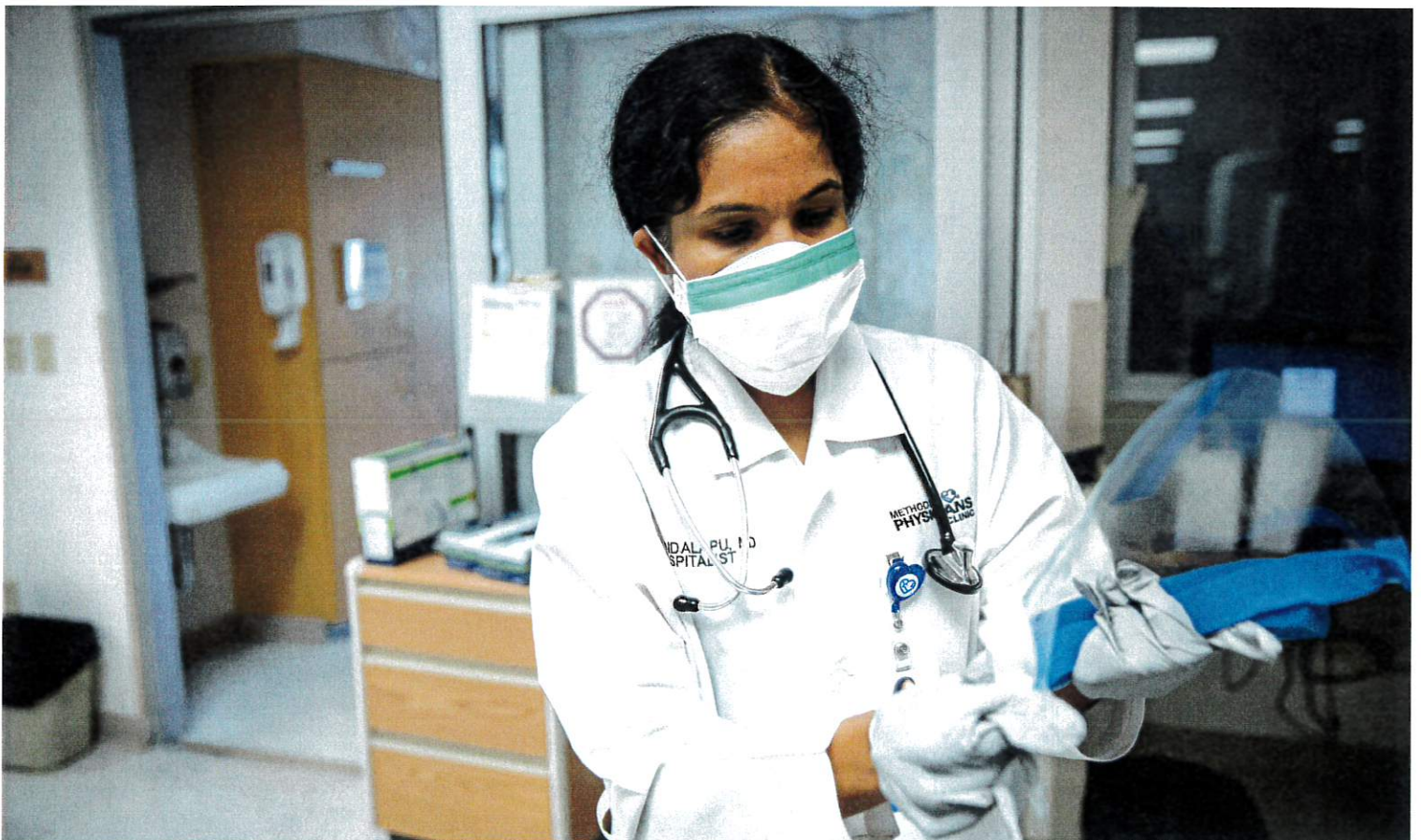
Vice President of Patient Care, recently reported that her hospital's "COVID-19 patient census has been rising dramatically, and they're mostly higher-acuity, higher risk cases." And Jennie President/CEO Dave Burd explained that, "While our COVID-19 admissions are going up, so are the numbers of patients with other

serious diagnoses—and it seems like everyone we're seeing is sicker."

As of the late-November/early-December timeframe, the hospital was reporting its highest COVID-19-related numbers since the inception of the pandemic in March 2020: during this period, its highest daily census for COVID was 26 inpatients, with an average of 20-23. Additionally, Mercy was seeing increasingly younger patients admitted with the virus; notably, this demographic was averaging 3-4 weeks per stay, with particularly high case acuity.

Even when viewed through a different lens—that of Jennie's recent COVID-19 testing data—this picture clearly remains concerning. For June 2021, when it appeared as if the virus was in retreat, Jennie registered fewer than 10 positive tests. However, since the upswing in local cases began the following month, these numbers have risen from around 40 in July to more than 200 in November. Put another way: over this five-month period, the hospital's positivity rates increased from just over 3 percent to more than 20 percent.

And even more striking is the fact that while in both May and June Jennie's inpatient positivity rates fell as low as zero, this number has since risen to more than





COVID-19 often sends patients into multi-system failure — for instance, some combination of cardiac, pulmonary, and neuro[logical]. And we're now finding that many of the sickest patients end up on dialysis, since they eventually go into renal failure.

Peg Helget, RN
Vice President of Patient Services,
Jennie Edmundson

10 percent in November (the last month for which this data was available). As Helget said, "At one point earlier this year, we thought that maybe we'd gotten over the COVID-19 hump. But now, that hump just keeps getting higher and wider."

NOW EMERGING: LONG COVID-19

While the pandemic seems to have gone on for many years, it's actually still new enough that one of its serious ramifications—namely, long COVID-19—is just now being widely recognized. Mercy reports that this residual syndrome can afflict up to 70 percent of those who have survived the virus, typically ensuing within two months of them first falling ill. Long COVID-19 comprises various new, returning, or ongoing symptoms (by definition, lasting at least six weeks, but sometimes persisting far longer); these can include chest pain, severe joint soreness, extreme fatigue, anxiety, and so-called brain fog.

This is understandable: according to Helget, "COVID-19 often sends patients into multi-system failure—for instance, some combination of cardiac, pulmonary, and neuro[logical]. And we're now finding that many of the sickest patients end up on dialysis, since they eventually go into renal failure."

Dr. Chris Elliott, Mercy's Chief Medical Officer (CMO), has noted the potentially devastating effects of long COVID-19 on the aforementioned younger patient population, saying that, "Lots of them may find their lives significantly altered. For instance, can you imagine being in your mid-20s and learning that you might have persistent, or even permanent, cardiac or breathing problems? So, many of these patients will need more care, and more-sophisticated care, than is typical of their cohort—maybe for years, or even decades. That's one reason why these renovations will be so important in the long-term."

IN RESPONSE: A COLLABORATIVE FUNDING PROPOSAL FROM OUR TWO COMMUNITY HOSPITALS

Throughout the pandemic, Jennie and Mercy have worked side-by-side to implement response-related measures intended to help keep the community healthy and safe, and to assist it in recovering from

this devastating crisis however possible. Indeed, Tara Slevin, Jennie’s Vice President for Philanthropy, has said that, “Since early 2020, the level of collaboration between our hospitals is really unprecedented.”

Consequently, we now align once again: here, to request critical ARPA funding that will help us begin modernizing our respective facilities not just in response to the healthcare challenges posed by COVID-19, but also such that we can better serve a variety of area patients from our community far into the future. Following are descriptions of the two projects that would be supported by these disbursements.

The Jennie Telemetry Unit

At its earliest opportunity, Jennie seeks to initiate a comprehensive technology upgrade of its Telemetry Unit (also known as Post-Acute or Step-Down), which in both 2020 and 2021 monitored more than 2,000 patients annually. For one, as mentioned previously, COVID-19 continues to place an ongoing, increased demand on the unit: each day, of 24 available beds, about 10 presently are occupied with patients battling the virus (also worth noting: most of its patients are sent from the ICU—a 13-bed ward which may now have as many as 12 of these beds occupied by people with COVID-19).

However, an additional logistical concern must be factored into the plan here: namely, that this renovation ultimately will be rendered necessary by the imminent obsolescence of the unit’s current monitoring equipment—which is at least 10 years old now, and will be declared “out of service” starting in 2022. In light of this approaching deadline, while the project could take up to 36 months from start to finish, Jennie will strive to complete it in approximately half that time. We then expect that this upgrade will help us better serve our patients for the next 10-15 years.

The Telemetry Unit specializes in providing services such as cardiac and BP monitoring, and oximetry. For example, COVID-19 patients assigned there frequently require oxygen support/monitoring; additionally, they will often need to be observed for virus-related cardiac deficits. More generally, however, the unit typically cares for heart-attack, stroke, and arrhythmia patients; those with blood clots; individuals who are emerging from anesthesia (for instance, post-op); and patients with pulmonary problems such as pneumonia, collapsed lungs, or fluid buildup.

This upgrade will first involve the replacement of the software and antennas that drive the Telemetry Unit’s monitoring system—its electronic infrastructure—and then the monitors (a graduated approach that will ensure ongoing patient care throughout the renovation). The equipment identified for use in this project is state-of-the-art, possibly to include features that may not have been available (or even innovated) just a few years ago: offering wireless, smartphone-type operation; incorporating strong cybersecurity (a pressing concern for hospitals today); usable with patients across a wide range of ages, including the neonatal cohort; fully transportable; and enabling a “silent” unit by allowing different alarm levels both in the room and at remote locations.

And, the monitors themselves are designed to support robust infection control within the hospital environment—a particularly important consideration now, and presumably, well into the future. For one, the glass on their touchscreens is embedded with an antimicrobial substance, and it’s designed to withstand powerful disinfectants without degrading. Additionally, the monitors use passive-cooling technology, with no fan blades to potentially attract/disperse airborne pathogens.





The Mercy Cardiac and Pulmonary Rehabilitation CPRC (CPRC)

Mercy seeks to begin relocating and totally renovating its CPRC, a project that should take about a year from beginning to end. The requested ARPA funding would help us totally rebuild the unit—which was originally constructed in the 1970s—in a different building on our campus. This project will therefore enable the CPRC to offer greater space; more efficiency in service provision; and increased safety in transferring patients (as it will be located immediately adjacent to the Emergency Department.)

Once this upgrade is completed, the CPRC is expected to provide more than 6,500 patient treatments/sessions a year—roughly double the number that it can accommodate currently—and it should be able to do so in its newly configured form for a decade or more. Also, importantly, the plan for this renovation/relocation will allow for the CPRC’s existing care capabilities to remain undiminished for the project’s duration.

As with Jennie’s Telemetry unit, Mercy’s CPRC recently has had its overall patient-care burden grow significantly due to COVID-19. And since the beginning of the pandemic, the hospital has seen a 20-percent increase specifically in demand for its cardio-pulmonary rehabilitation (CP rehab) services—a trend that it expects will continue as the longer-term effects of the virus begin to manifest. Currently, while the CPRC continues providing its typical high-quality care, patients eventually may experience longer wait times, and available space can be stretched beyond initial capacity. In accordance with this renovation plan, the CPRC will use advanced technology and equipment to offer patients fully integrated, wraparound services including

Lots of them may find their lives significantly altered. For instance, can you imagine being in your mid-20s and learning that you might have persistent, or even permanent, cardiac or breathing problems? So, many of these patients will need more care, and more-sophisticated care, than is typical of their cohort — maybe for years, or even decades. That’s one reason why these renovations will be so important in the long-term.

**Dr. Chris Elliott
Mercy Council Bluffs
Chief Medical Officer (CMO)**

preventative care; heart and vascular clinics; CP rehab; echocardiograms, stress-testing, and pulmonary examinations; and telehealth visits.

Additionally, it will feature expanded patient-education offerings on essential topics such as recognizing and responding to a potential heart attack; managing diabetes (itself a major risk factor in developing serious COVID-19); maintaining proper nutrition; and leading a healthy lifestyle. The CPRC also will be patient- and visitor-friendly, offering an easily accessible entrance,

and featuring floor-to-ceiling windows designed to brighten the environment.

Simply put, this upgrade will position Mercy to meet what we expect will be a significant future need for cardiovascular (CV) and related services in our community. For example, one industry projection suggests that nationwide, there could be up to a 35-percent increase in demand for this type of medical care over the next five years.

And locally, heart disease is the second-leading cause of death in Pottawattamie County; in fact, our county led the state in rates of heart-related mortality from 2017-2019 (including more than 300 such deaths locally in 2019 alone.) Perhaps not surprisingly, then, Pottawattamie County recently ranked 91st of Iowa's 99 counties in the area of health outcomes, with more than 8,000 premature deaths annually. Additionally, in terms of addressing relevant risk factors among its population such as smoking, physical inactivity, drinking, and obesity, the county was determined to be only 74th-best statewide.

However, it's well known that many CV problems are preventable and can be diverted through relatively simple actions such as regular exercise; smoking cessation; decreases in body weight and alcohol use; and even receiving regular dental care. Many CV-related hospitalizations/deaths can be similarly avoided; for example, it's been demonstrated that patients who attend cardiac rehab for just three months—pursuing health and healing in an expertly supervised setting such as the CPRC—can cut their probability of dying nearly in half.

Consequently, Denise McNitt, Mercy's Vice President of Patient Care, has said of the CPRC project, "This renovation will be truly transformational for our community's health. It reimagines cardiovascular and pulmonary care in the light of COVID-19, but it also will address many of the most prevalent and persistent health issues facing Council Bluffs and Pottawattamie County."

THIS ARPA FUNDING WOULD BE CRITICAL TO INITIATING THESE PROJECTS

Importantly, these \$1.5 million disbursements significantly defray the anticipated total costs of our respective projects. In short, then: this means that if we receive this essential ARPA support either, we could both begin moving forward with these upgrades expeditiously and confidently. This is a critical consideration, since

our collective goal, of course, is to have them finished before we begin seeing the expected increases in demand for the specialized patient care that each unit will provide (again, these projects will take will take some time to complete: an estimated 12 months for Mercy's CPRC renovation, and some 18 months to upgrade Jennie's Telemetry Unit.)

Conversely, however, absent these requested infusions of federal funding, the initiation of our planned upgrades may be irrevocably delayed. Without these renovations, our hospitals will continue striving to provide excellent patient care. However, over time, if patient censuses continue at current levels (or rise even further), service delivery could be affected. Potential results include area residents having some care delayed/postponed, or perhaps travelling "across the river" to Omaha for medical treatment. And, of course, with some experts now asserting that COVID-19 has transitioned from "pandemic to endemic," the possibility may remain for future outbreaks of the virus to further stretch the capacity of either or both of these units.

This renovation will be truly transformational for our community's health. It reimagines cardiovascular and pulmonary care in the light of COVID-19, but it also will address many of the most prevalent and persistent health issues facing Council Bluffs and Pottawattamie County.

Denise McNitt
Vice President of Patient Care
Mercy Council Bluffs

TWO UPGRADES THAT CAN SIGNIFICANTLY IMPROVE LONG-TERM LOCAL HEALTH AND HEALTH STATUS

All told, in an average year, Jennie and Mercy combine to serve some 10,000 inpatients, and 100,000 outpatients and invest \$20 million in charity care and community-benefit programs annually. And, in terms of our geographic reach, 68% of our two hospitals' patients are from Pottawattamie County.

So, with these numbers in mind: consider just how many future patients might pass through the doors of these two newly renovated, state-of-the-art facilities—perhaps when dealing with the after-effects of COVID-19, or alternately, while contending with other pressing health-related problems? It seems very possible that over time, these projects could have a very positive effect on many (or even most) of the households in the area—including those of our own families, friends, and neighbors.

In conclusion: with this funding proposal, our hospitals once again demonstrate a shared and ongoing commitment to support the health and well-being of all those whom we serve. On a nearer-term basis, we're preparing to address an anticipated increase in the persistent effects of the COVID-19 virus on our patients. And, more generally, projecting a decade or more into the future, we're putting ourselves in position to continue providing outstanding care for our entire community as it faces a potentially broad spectrum of healthcare challenges.

David Burd

David Burd, MHA, FHFMA
President and CEO
Methodist Jennie Edmundson Hospital

Ann Schumacher

Ann Schumacher, MBA, MSN, RN, FACHE
President
CHI Health Mercy Council Bluffs



METHODIST
JENNIE EDMUNDSON

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Methodist Jennie Edmundson Hospital and Foundation
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John Rasmussen/Engineer

**Discussion and/or decision to approve Secondary Roads
Budget and County Five Year Plan for Department of
Transportation Submittal.**

Iowa Department of Transportation
SECONDARY ROADS BUDGET

County: **Pottawattamie County**
Fiscal Year: **2023**
Version: **Original**

COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on

_____ Date

ATTESTED

County Auditor

_____ Date

County Engineer

_____ Date

Chairperson, Board of Supervisors

_____ Date

IOWA DOT BUDGET APPROVALS

Recommended Approval: _____

OLS Reviewer

_____ Date

Approval: _____

Director of Local Systems

_____ Date

SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 nd Prior	1 st Prior	Current	Next
		FY 2020	FY 2021	FY 2022	FY 2023
1. County Auditor's Beginning Balance		\$7,410,127.69	\$6,626,159.43	\$5,340,874.67	\$5,654,304.78
Receipts from Property Tax Levies	2.69760 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$5,000,000.00	\$5,100,000.00	\$5,215,000.00	\$5,415,582.00
	0.02000 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$2,200,000.00	\$2,450,000.00	\$2,750,000.00	\$3,000,000.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$6,635,606.56	\$7,473,187.92	\$6,710,938.00	\$6,780,000.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$15,673.83	\$18,249.64	\$15,608.19	\$17,000.00
3c. Time 21		\$847,071.78	\$1,060,675.74	\$851,058.00	\$857,000.00
4. RISE Funds		\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$0.00
5a. SWAP Bridge Replacement Funds		\$351,596.45	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7.Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$5,512.40	\$0.00	\$0.00	\$0.00
8. Miscellaneous Receipts <i>Donations, sale of used materials, Special Assessments, etc</i> <i>Itemized for 2023</i>	ENTRANCE PERMITS			\$10,000.00	\$10,000.00
	MATERIALS-SCRAP			\$15,000.00	\$15,000.00
	MISC. REFUNDS- PARTS CREDITS			\$1,200.00	\$1,200.00
	MISC. REIMB- FUEL TAX			\$1,000.00	\$1,000.00
	TRIP PERMITS			\$10,000.00	\$10,000.00
	All Other	\$361,477.09	\$739,873.47	\$2,135,621.92	\$10,000.00
9. Total Miscellaneous Receipts		\$361,477.09	\$739,873.47	\$2,172,821.92	\$47,200.00
10. TOTAL RECEIPTS		\$22,827,065.80	\$23,468,146.20	\$23,056,300.78	\$21,771,086.78
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00

SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2	Prior 1	Current	Next
	FY 2020	FY 2021	FY 2022	FY 2023
70X * Administration and Engineering				
700 Administration Expenditures	\$740,777.51	\$793,112.17	\$674,683.00	\$700,480.00
701 Engineering Expenditures	\$924,049.51	\$802,351.63	\$928,395.00	\$949,039.00
TOTAL ADMINISTRATION AND ENGINEERING	\$1,664,827.02	\$1,595,463.80	\$1,603,078.00	\$1,649,519.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds ---See Accomplishment Year projects)</i>	\$1,371,028.74	\$2,269,025.01	\$1,350,000.00	\$1,525,000.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$1,301,660.41	\$1,318,805.56	\$2,048,435.00	\$1,921,953.00
711 Roads (4250, 460, 480)	\$7,569,467.34	\$8,699,264.30	\$7,889,047.00	\$8,489,298.00
712 Snow and Ice Control (520)	\$295,831.42	\$251,560.10	\$265,000.00	\$265,000.00
713 Traffic Controls (590)	\$253,509.07	\$480,345.87	\$446,003.00	\$495,714.00
714 Road Clearing (490)	\$62,193.96	\$79,925.47	\$80,000.00	\$90,000.00
TOTAL ROADWAY MAINTENANCE	\$9,482,662.20	\$10,829,901.30	\$10,728,485.00	\$11,261,965.00
72X * General Roadway				
720 New Equipment (610)	\$1,687,137.03	\$1,492,685.69	\$1,250,000.00	\$1,550,000.00
721 Equipment Operations (620, 630, 650)	\$1,510,110.67	\$1,550,075.89	\$1,946,433.00	\$2,070,186.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$16,191.97	\$11,123.86	\$74,000.00	\$81,000.00
723 Real Estate and Buildings (800)	\$468,948.74	\$378,995.98	\$450,000.00	\$400,000.00
TOTAL GENERAL ROADWAY	\$3,682,388.41	\$3,432,881.42	\$3,720,433.00	\$4,101,186.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$16,200,906.37	\$18,127,271.53	\$17,401,996.00	\$18,537,670.00
County Auditor's balance at end of fiscal year	\$6,626,159.43	\$5,340,874.67	\$5,654,304.78	\$3,233,416.78
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$22,827,065.80	\$23,468,146.20	\$23,056,300.78	\$21,771,086.78

SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation
SECONDARY ROADS FIVE YEAR PROGRAM

County: **Pottawattamie County**
Fiscal Year: **2023**
Version: **Original**

COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on _____

Date

ATTESTED

County Auditor

Date

County Engineer

Date

Chairperson, Board of Supervisors

Date

IOWA DOT PROGRAM APPROVALS

Recommended Approval: _____

OLS Reviewer

Date

Approval: _____

Director of Local Systems

Date

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SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
FM-C078()-55-78 G30 Paving 47268	On G30, from Nishnabotna River Bridge E 0.5 miles to Highway 59	70 0.470 miles 43420	Previous	\$0 367 PCC Paving FM	Local						\$600
					FM	600					
					Special						
					FA						
					SWAP						
FM-C078()-55-78 L66 Reconstruction 51147	On L66 (3RD ST), from Tamarack Road N 0.42 miles 15 / 77 / 41	72 0.450 miles	New	\$0 1022 HMA Pavement - Replace FM	Local						\$700
					FM	700					
					Special						
					FA						
					SWAP						
L-DLB(LY12)--73-78 Layton 12 51154	On 515TH ST, Over STREAM, S22 T77 R38 Bridge to 102" CMP, SD, SR=52 22 / 77 / 38	5 0.000 miles 289451	New	\$60 320 Bridges Local	Local	60					\$60
					FM						
					Special						
					FA						
					SWAP						
L-DLB(VA28)--73-78 Valley 28 Bridge Replacement 51155	On MAGNOLIA RD, Over STREAM, S22 T76 R39 Bridge to 108" CMP, SD, SR=76 22 / 76 / 39	5 0.000 miles 287680	New	\$60 320 Bridges Local	Local	60					\$60
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
L-DLB(WV12)--73-78 Waveland 12 Bridge Replacement 51156	On CHESTNUT RD, Over INDIAN CREEK, S17 T74 R38 Proposed 60', SD, SR=33 17 / 74 / 38	28 0.000 miles 283431	New	\$60 320 Bridges Local	Local	220					\$220
					FM						
					Special						
					FA						
					SWAP						
L-DLB(YO10)--73-78 York 10 Bridge Replacement 51158	On 320TH ST, Over SMALL STREAM, S8 T76 R41 Proposed 60', SD, SR=33 8 / 76 / 41	19 0.000 miles 288341	New	\$60 320 Bridges Local	Local	200					\$200
					FM						
					Special						
					FA						
					SWAP						
L-(LY21)--73-78 Layton 21 Bridge Replacement 36168	On 510TH ST, Over STREAM, on WLINE S3 T77 R38 SD, Level B, Low Water 3 / 77 / 38	5 0.000 miles 363510	Previous	\$60 320 Bridges Local	Local	60					\$60
					FM						
					Special						
					FA						
					SWAP						
L-(GR02)--73-78 Grove 2 Bridge Replacement 36164	On COTTONWOOD RD, Over JORDAN CREEK, S3 T74 R39 SD, 100' 3 / 74 / 39	35 0.000 miles 283661	Previous	\$60 320 Bridges Local	Local	200					\$200
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
BROS-C078(177)--8J-78 Boomer 19 Bridge Replacement 18229	On 210TH ST, Over PIGEON CREEK, S27 T77 R43 SD, SR=38, Replace 143' Bridge 27 / 77 / 43	40 0.000 miles 290830	Previous	\$0 320 Bridges FA	Local						\$1,800
					FM						
					Special						
					FA		1,800				
					SWAP						
L-(GR12)--73-78 Grove 12 Bridge Replacement 36163	On 432ND ST, Over JORDAN CREEK, S17 T74 R39 SD, SR=27. Proposed 140' 17 / 74 / 39	15 0.000 miles 283770	Previous	\$80 320 Bridges Local	Local		320				\$320
					FM						
					Special						
					FA						
					SWAP						
L-(JA38)--73-78 James 38 Bridge Replacement 32553	On 390TH ST, Over STREAM, S34 T76 R40 SD, SR=53, Proposed 80' 34 / 76 / 40	15 0.000 miles 288201	Previous	\$70 320 Bridges Local	Local		220				\$220
					FM						
					Special						
					FA						
					SWAP						
LFM-DLB(RO06)--7X-78 Rockford 6 Bridge Replacement 45181	On L 19, Over DRAINAGE DITCH, S9 T77 R44 SD, SR=44, Proposed 46' Precast 9 / 77 / 44	40 0.000 miles 45010	Previous	\$40 320 Bridges Local	Local		190				\$190
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
RFMX-C078()-56-78 G30 Reconstruction 47266	On MAGNOLIA RD, from 280TH E 0.96 miles Magnolia Road West of Railroad Highway is included in the project limits to allow for intersection improvements at RR Hwy if needed. Unfortunately the "tie in" point of this project may be on a local road; which creates a conflict with the Road Classification. Project includes the new roadway as well as Mosquito Creek Bridge replacement. 21 / 76 / 42	25 0.930 miles 45320	Previous	\$0 1012 PCC Pavement - Replace Special	Local						\$4,700
					FM		2,350				
					Special		2,350				
					FA						
					SWAP						
L-DLB(HD23)--73-78 Hazel Dell 23 Bridge Replacement 51163	On MAGNOLIA RD, Over STREAM, S20 T76 R43 Propose 60', SD, SR=44 20 / 76 / 43	10 0.000 miles 361970	New	\$60 320 Bridges Local	Local			200			\$200
					FM						
					Special						
					FA						
					SWAP						
L-DLB(LY15)--73-78 Layton 15 Bridge Replacement 51164	On SUMAC RD, Over STREAM, S31 T77 R38 Proposed 60', SD, SR=47 31 / 77 / 38	10 0.000 miles 289481	New	\$60 320 Bridges Local	Local			200			\$200
					FM						
					Special						
					FA						
					SWAP						
L-DLB(BO15)--73-78 Boomer 15 Bridge Replacement 51167	On TEAKWOOD RD, Over POTATO CREEK, S24 T77 R43 Proposed 140', SD, SR=51 24 / 77 / 43	43 0.000 miles 290780	New	\$90 320 Bridges Local	Local			290			\$290
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
STP-S-C078()-5E-78 G30 Resurfacing 32566	On G30, from L52 E 8 miles to L66	340 8.000 miles	Previous	\$0 366 HMA Paving FA	Local						\$2,400
					FM			1,600			
					Special						
					FA			800			
FM-C078()-55-78 M47 Resurfacing 47267	On M47, from Highway 92 N 6 miles to Highway 6	5 5.940 miles	Previous	\$0 366 HMA Paving FM	Local						\$2,100
					FM				2,100		
					Special						
					FA						
LFM-DLB(LY10)--7X-78 Layton 10 Bridge Replacement 51168	On TRUMAN AVE, Over WALNUT CREEK, S14 T77 R38 Proposed 100', SD, SR=50 14 / 77 / 38	33 0.000 miles 289420	New	\$80 320 Bridges Local	Local				260		\$260
					FM						
					Special						
					FA						
L-DLB(CE23)--73-78 Center 23 Bridge Replacement 51169	On 470TH ST, Over JORDAN CREEK, S24 T75 R39 SD, SR=49 24 / 75 / 39	24 0.000 miles 285510	New	\$80 320 Bridges Local	Local				240		\$240
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
L-(MA10)--73-78 Macedonia 10 Bridge Replacement 36182	On BOSTON AVE, Over GRAYBILL CREEK, S24 T74 R40 SD, SR=35, Proposed 140' single span 24 / 74 / 40	25 0.000 miles 284190	Previous	\$80 320 Bridges Local	Local				310		\$310
					FM						
					Special						
					FA						
					SWAP						
BRS-C078()--60-78 Tamarack Road Overpass 13048	On G 18, Over BNSF RR, S19 T77 R41 Removal of bridge, replacement with at grade railroad crossing 19 / 77 / 41	10 0.000 miles 43580	Previous	\$0 320 Bridges FA	Local						\$2,000
					FM			500			
					Special						
					FA			1,500			
					SWAP						
L-(WR01)--73-78 Wright 1 Bridge Replacement 32551	On IDLEWOOD RD, Over WALNUT CREEK, S3 T75 R38 SD, SR=33, proposed 160' 3 span 3 / 75 / 38	10 0.000 miles 285011	Previous	\$80 320 Bridges Local	Local					300	\$300
					FM						
					Special						
					FA						
					SWAP						
L-DLB(CE21)--73-78 Center 21 Bridge Replacement 51170	On EDISON LN, Over JORDAN CREEK, S23 T75 R39 SD, SR=52 23 / 75 / 39	5 0.000 miles 285491	New	\$80 320 Bridges Local	Local					220	\$220
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
STP-S-C078(--5E-78 Old Mormon Bridge Road Resurfacing 47270	On G 37, from I29 E 2.25 miles to Old :Lincoln Highway	35 2.180 miles 43981	Previous	\$0 366 HMA Paving FA	Local						\$2,750
					FM				1,200		
					Special						
					FA				1,550		
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2023	2024	2025	2026	2027
FM	\$1,300,000	\$2,350,000	\$1,600,000	\$2,600,000	\$1,200,000
Local	\$800,000	\$730,000	\$690,000	\$810,000	\$520,000
FA	\$0	\$1,800,000	\$800,000	\$1,500,000	\$1,550,000
Special	\$0	\$2,350,000	\$0	\$0	\$0

John Rasmussen/Engineer

**Discussion and/or decision to approve and authorize
Board to sign Resolution NO. 30-2022 entitled:
RESOLUTION for construction agreement between the
City of Underwood and Pottawattamie County for a
secondary road extension project.**

RESOLUTION NO. 30-2022

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

Pottawattamie County Resolution No. 30-2022

Project No. FM-CO78(TBD)—55-78

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

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

Remove and Replace Pavement and reconstruct Mosquito Creek Bridge to support turn lanes as necessitated by the Jack Links Expansion project, identified as project number FM-CO78(TBD)—55-78, and

WHEREAS, the City has informed itself as to the proposed improvement and has examined the plans thereof,

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

WHEREAS, the City is aware that the purpose of the agreement is to apply for and secure RISE funding. Failure to receive RISE funding will terminate this agreement and future project development would require a separate agreement.

NOW, THEREFORE, BE IT RESOLVED by the said Council of the City of Underwood, as follows:

1. The City hereby approves the plans for the said project and consents to the improvement in accordance with the plans.
2. The City will take such legal steps and procedures to a conclusion such legal action and/or proceedings as are now or may hereafter be required.
 - a. To legally establish the grade lines of the street in accordance with and as shown by the project plans, and to cause any damage accruing there from to be determined and paid pursuant to Iowa Code Section 364.15.
 - b. To take such steps as may be necessary to secure the consent to the removal of any trees that may interfere with the construction of the project.
 - c. To remove existing and prevent future encroachments and obstructions upon streets or highways covered by the project.
 - d. To remove or cause to be removed without expense to the County all water hydrants, curb boxes, electroliers and cables, poles, parking meters, traffic signals, and any other facilities or obstructions which interfere with the construction of the project.

All above ground utilities shall be placed as close to the right of way line as practical.

3. Since this project may be partly financed with Federal-aid funds, the grant of which requires that the Iowa Department of Transportation (Iowa DOT) and the County comply with federal laws and regulations with respect thereto, the City agrees to take such action as may be necessary to comply with such federal laws and regulations. (Approval of the plans by the City satisfies the requirements of this paragraph.)
4. The City further agrees that within the limits of the proposed surfacing and for one foot outside thereof where the City or utility companies may be digging ditches prior to the proposed surfacing, the City will require that all backfilling and compaction of ditches shall

be made in accordance with the Iowa DOT's current Standard Specifications. The work will be subject to the approval of the County.

5. The City will, by ordinance, prohibit or restrict diagonal parking throughout the project.
6. Upon completion of the project, the City agrees that:
 - a. Any changes in the physical features of the project will be authorized only after approval has been secured from the County.
 - b. The City will furnish and erect all traffic signage and signaling in accordance with the current Manual on Uniform Traffic Control Devices.
 - c. All traffic signage and signaling shall be approved by the County before placement.

Passed this 5th day of April, 2022.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

Dated this ____ day of _____, 20__.

ROLL CALL VOTE

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

SIGNATURE: _____
Dennis Bardsley, Mayor

ATTEST: _____
Cindy Sorlien, City Administrator/Clerk

Other Business

Matthew Wyant/Director,
Planning and Development

Discussion and/or decision on funding to hire a consultant for a Capital Campaign for construction of new public health facility.



Pottawattamie County Division of Public Health

600 S. 4th Street, Council Bluffs, IA 51503
Ph. 712.242.1155 Fax 712.242.1162

TO: Board of Supervisors
FROM: Matt Wyant, Director Maria Sieck, Administrator
DATE: March 31, 2022

RE: New Public Health Building Funding

REQUEST: Public Health is seeking up to \$50,000.00 for a Consultant to run a Capital Campaign and raise an additional 4 to 6 million dollars in funding for the construction of the new Public Health Department Building. Twenty thousand dollars this budget cycle and thirty thousand dollars in the next fiscal cycle.

BACKGROUND: Currently the design for the new facility is at 26,000sqft. With estimated construction cost of \$350.00 to \$400.00 per square foot the total project will cost upwards of eight to ten million dollars. Fundraising consultants are beneficial in situations like this due to their connections with local donors and foundations.

RECOMMENDATION: To use Fox Creek Fundraising for the capital campaign. Fox Creek Fundraising has a proven track record on Capital Campaigns including but not limited to:

Community Alliance –	40 million dollars
Immigrant Legal Center –	5 million dollars
MICHA House –	13 million dollars
NE Urban Indian Health Coalition-	9.5 million dollars
Simple Foundation-	10 million dollars
St. Monica’s-	13 million dollars

Fox Creek has valuable connections in the philanthropic communities in Iowa, Nebraska and nationally to fulfill our goal of 4 to 6 million dollars. This will be done through:

- Development of funding pathway
- Identification of funding opportunities
- Development of campaign promotional material
- Documented project progress/updates
- Full execution of funding requests, including tracking of funding requirements
- Other needs as identified

Pottawattamie County is starting with a very solid foundation having raised half of the funding currently. The goal will be for matching dollars to meet the County investment.

Jana Lemrick/Director, Human **Resources**

Discussion and/or decision to approve and authorize Board to sign 2022-2023 Union Contract between Pottawattamie County, Pottawattamie County Sheriff's Office and General Drivers and Helpers Union Local No. 554 Affiliate of the International Brotherhood of Teamsters (Pottawattamie County Detention Officers).

AGREEMENT

Between

**POTTAWATTAMIE COUNTY, IOWA,
POTTAWATTAMIE COUNTY SHERIFF'S OFFICE**

and

**GENERAL DRIVERS AND HELPERS UNION
LOCAL NO. 554
AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

July 1, 2022

To

July 1, 2023

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PREAMBLE

THIS AGREEMENT is executed by POTTAWATTAMIE COUNTY, IOWA, hereinafter called "Employer," and General Drivers and Helpers Union Local No. 554, POTTAWATTAMIE COUNTY DETENTION OFFICERS, hereinafter called "Union."

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Pottawattamie County, Iowa in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5890, to wit:

INCLUDED: Detention Officer

EXCLUDED: Detention Manager, Business Manager, Chief Deputy, Detention Supervisors, Jail Administrator, Jail Maintenance Superintendent, Secretary, Sheriff, Training Supervisor, and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act of 1974

and including or excluding those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement.

ARTICLE 2
INTENT AND PURPOSE

The Employer, the Union and their employees recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Pottawattamie County.

The Employer, the union and their employees further recognize and declare their mutual desire to promote harmonious relationships among the parties covered by this Agreement to establish equitable and peaceful procedures for the resolution of grievances, and to assure the effective and efficient operation of the Pottawattamie County Jail.

ARTICLE 3
DEFINITIONS

Employees shall refer to all Detention Officers of the Sheriff's Department.

Employer shall refer to the Sheriff acting on behalf of Pottawattamie County and the Pottawattamie County Board of Supervisors.

Department shall mean the Sheriff's Department.

A part-time employee is an employee who works less than a normal eighty (80) hour pay period and is hired for an indefinite period.

Part-time employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as permanent employees and thereafter successfully complete the applicable introductory period.

An introductory employee is an employee who has not successfully completed twelve (12) months of continuous services. During the introductory period, such employee may be removed or discharged by the Sheriff without cause. Introductory employees shall be entitled to utilization of sick leave and leaves of absence as stated in this Agreement.

A regular employee is an employee, other than part-time employee, who has completed the introductory period.

A shift is defined as a set period of time worked.

A team is defined as a group of Detention Officers assigned to work a particular shift under the direction of a Detention Supervisor.

A position is defined as an assignment on any shift. The employee shall maintain a posting of the facility staffing plan which shall include a listing of all positions.

A spouse is defined as a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same sex marriage.

A parent is defined as a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the employee when the employee was a child. This term does not include "parents in law."

A son or daughter is defined as a biological, adopted or foster child, a step child, a legal ward or a child of a person standing *in loco parentis*.

ARTICLE 4
MANAGEMENT RIGHTS

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, and exclusively to the Employer, to-wit:

- a) the right to manager the Employer's operations; to direct the working force; to ensure compliance with Iowa State Jail Standards;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to assign teams, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change exiting methods and facilities;
- g) the right to create, modify and terminate departments, job classifications, positions, and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to lay off;
- j) the right to determine the number of persons to be employed by the Employer in a division;
- k) the right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his/her membership or non-membership in the Union. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

ARTICLE 5
UNION RIGHTS AND RESPONSIBILITIES

The Union recognizes its responsibilities as the exclusive bargaining representative of the employees within the bargaining unit, and its duty to seek fair compensation and safe working conditions for its members. Further, the Union realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest reasonable cost. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and supports its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union and the public.

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer of the Union because of membership or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support, of participation or non-participation, in Union affairs and activities. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operation of the Employer.

For purposes of conducting Union business, the Employer agrees that duly authorized representative of the Union may have access to the Employer's premises with the prior consent of the Jail Administrator or designee. Such visits shall not interfere with the performance of the job duties of any employee.

The Employer may permit a limited amount of legitimate Union activity by local Union representatives, provided that such activity does not interfere with the performance of the job duties of any employee to be away from his/her assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. The names of such authorized representatives shall be supplied to the Employer in writing and updated as changes occur. The Sheriff's Department reserves the right to limit the number of employees involved and type of activity to be held.

ARTICLE 6
WORK STOPPAGE

The employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the Employer.

No employee shall cause; authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the Employer.

In the event of a violation of paragraph 3 of this Article or Section 12 of the Iowa Public Employee's Relations Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

In the event of a violation of any paragraph above, all legal censures of this act shall apply.

ARTICLE 7
GENERAL PROVISIONS

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision for the invalidated Article, section or portion thereof.

This Agreement constitutes the entire agreement between the parties. The parties acknowledged that during the negotiation which resulted in this Agreement, each had the right and opportunity to make proposal with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in the Agreement, or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 8
OVERTIME

A. Overtime

Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of twelve (12) hours in any calendar days, or in excess of the employee's regularly scheduled work hours notwithstanding Section B. It is the policy of the Employer to keep overtime work to a minimum.

No Employee shall be paid or otherwise compensated more than once for work performed; nor shall pay, compensation or benefits be pyramided.

Overtime work shall be mandatory when required by the Employer and the employee shall work the hours directed by the Employer. Overtime shall not be used to punish or reward employees.

Overtime will be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay, which shall be computed on the basis of the number of work hours per year except in specific areas of sick leave usage notwithstanding Section B.

B. Sick Leave not Considered Hours Worked

All overtime hours, with the exception of involuntary overtime, worked on the calendar day immediately prior to or the calendar day immediately after a scheduled work shift in which sick leave has been utilized shall be paid at the straight time rate on an hour for hour basis. For example, if an employee utilizes 4 hours of sick leave and works 6 hours of overtime the next day, the first 4 hours are paid at straight time and the remaining 2 hours are paid at the overtime rate.

All hours worked on a regular day off that falls immediately after a scheduled work day in which sick leave has been utilized shall be paid at the straight time rate on an hour for hour basis. See above example.

Involuntary overtime hours worked shall be paid in accordance with Section E, Involuntary Overtime.

C. Planned Overtime (Overtime outside 72 hours of the need)

When a supervisor learns about the need for planned overtime on his/her shift, the supervisor shall, as soon as possible, notify all staff for someone to work overtime by posting a planned overtime sign-up sheet in master control and/or the County's computerized intranet system. The most senior employee to physically sign the planned overtime sign-up sheet shall be given the overtime assignment, unless the employee is restricted for other reasons. Any employee who fails to work the assigned overtime may be ineligible to work any planned overtime or to sign the planned overtime sign-up sheet for forty-five (45) calendar days. Employees must have a twenty-four (24) hour break in duty for every period of regularly scheduled time off. For example, employee has Monday and Tuesday as regular scheduled days off. The employee may only work overtime on either Monday or Tuesday, but not both. When no employee accepts the assignment on a voluntary basis within 72 hours of the need, the supervisor shall utilize the voluntary overtime sign-up sheet.

D. Voluntary Overtime Sign-Up Sheet (Overtime within 72 hours of the need)

The overtime sign-up sheet will be posted for employees to sign-up for voluntary overtime up to 30 days in advance. The list will be maintained by the Employer on a weekly basis. The sign-up sheet will be divided into days of the week and into day shift (any position starting between the hours of 0600 and 1800) and night shift (any position starting between the hours of 1800 and 0600). Night premium rate and pay will remain as stated in the Labor Agreement (hours worked between 1800 and 0600).

Employees interested in any overtime available must physically sign the voluntary overtime sign-up sheet. The Employer will use this as the overtime coverage list. Overtime shall be given to the most senior employee who signs the voluntary overtime sign-up sheet, unless the employee is restricted for other reasons. Any employee who fails to work the assigned overtime shall be ineligible to work any voluntary overtime or sign the voluntary overtime sign-up sheet for forty-five (45) calendar days. An employee may only remove their name from the voluntary overtime sign-up sheet by written request to the Supervisor.

Employees must have a twenty-four (24) hour break in duty for every period of regularly scheduled time off. For example, employee has Monday and Tuesday as regular scheduled days off. The employee may only work overtime on either Monday or Tuesday, but not both.

E. Involuntary Overtime Sign-Up Sheet

If no employee accepts or is available for overtime assignment the supervisor shall utilize the primary involuntary overtime list to contact the assigned employee for that specific workday and order that employee to work. This list shall be maintained by the shift supervisors and shall include all employees assigned to the shift. Employees must physically sign the primary involuntary overtime calendar sign-up sheet and select which days they would be available for involuntary overtime. Employees must also physically sign the secondary involuntary overtime calendar sign-up sheet and select which days they would be available for involuntary overtime. The secondary involuntary overtime list will be used if the employee on the primary list has called in for their shift.

The Employer will use this as the overtime coverage list. Overtime shall be given to the most senior employee who signs the voluntary overtime sign-up sheet, unless the employee is restricted for other reasons. Any employee who fails to work the involuntary calendar overtime shall be ineligible to work any voluntary overtime or sign the voluntary overtime sign-up sheet for forty-five (45) calendar days. An employee may only remove their name from the involuntary calendar overtime sign-up sheet by written request to the Supervisor.

An employee who has been ordered to work overtime may locate another employee who is willing to work overtime in his/her place, as long as the other employee is not restricted from overtime.

In the event an employee is ordered overtime for two (2) hours or fourteen (14) hours twenty (20) minutes in any shift, such two (2) hours would be compensated at the rate of time and one half (1 ½) times the employees' regular rate of pay.

In the event an employee is ordered to work overtime for more than two (2) hours up to a maximum of sixteen (16) hours twenty (20) minutes in any shift, such two (2) hours would be compensated at the rate of two (2) times the employee's regular rate of pay. **No** employee shall be required or ordered to work beyond sixteen (16) hours twenty (20) minutes in any shift.

In the event of a facility emergency, a supervisor may order any or all of the employees to remain on duty and/or may order employees to report to the facility.

F. Compensatory Time

An employee may choose compensatory time off in lieu of overtime or call back time.

An employee desiring compensatory time off rather than overtime pay shall notify the Employer in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made. The Employer shall keep a record of any compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time.

Compensatory time will be taken at times requested by the employee after it is approved in writing on a form as approved by the employer.

A maximum of ninety-six (96) hours of compensatory time may be accumulated by an employee. This maximum may be extended may be extended by the Sheriff or his designee due to emergency situations. Every effort will be made not to carry over any accumulated compensatory time to the next contract year. An employee who has accumulated more than ninety-six (96) hours of compensatory time shall be compensated for all hours in excess of ninety-six (96) hours.

ARTICLE 9
HOLIDAYS

Employees are provided ten (10) paid holidays, to-wit: New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

Employees shall receive their ten (10) paid holidays on January 1st of each calendar year. New employees hired after January 1st, shall receive holiday leave on a pro-rated basis for their 1st year of employment.

A holiday for time worked shall be comprised of one twenty-four (24) hour period commencing at 12:00 am midnight and ending the following 12:00 am midnight.

A continuous shift employee, who works the actual holiday not the County recognized holiday, shall be compensated at a rate of one and one-half (1 ½) times the regular rate of pay for the actual number of hours worked.

Earned holidays shall not be carried over into the next calendar year and shall be paid at the straight time rate.

Introductory employees will receive the designated holidays as regular employees.

Upon resignation, retirement, death or discharge from employment, holiday benefits shall be pro-rated and remaining holiday leave hours shall be paid to or deducted from the employee or the employee's estate.

Holiday time off requests shall be handled as outlined in Article 11, Vacation.

ARTICLE 10
LEAVES OF ABSENCES

A. Sick Leave

Employees shall be granted twelve (12) hours of sick leave per month, and shall have the right to accumulate unused sick leave up to a maximum of one thousand forty (1040) hours. An introductory employee will not be allowed sick leave until the employee completes six (6) months of employment, at which time such employee will be credited with the number of days earned from the employee's date of hire.

Sick leave shall not be considered as a vested right and may not be used at the employee's discretion, but shall be allowed only for the following reasons;

1. Serious or confining illness of the employee.
2. a) An employee may utilize up to sixty (60) hours of sick leave per calendar year for the care and necessary attention to ill or injured members of the employee's immediate family. Immediate family, for purposes of this section, is defined as husband, wife, child, foster child, stepchild or parent.

b) The employee may be allowed to utilize up to two-hundred-forty (240) hours of their sick leave if a serious health condition affects a member of the employee's immediate family. When granting additional sick leave, the county shall adhere to the definition of a "serious health condition" as outlined in the Family & Medical Leave Act of 1993. In order to qualify for additional sick leave, the employee must have a FMLA request on file accompanied by a physician's certification.
3. Medical, dental or optical appointments which cannot be scheduled during non-working hours. All efforts should be made to make medical, dental or optical appointments during non-working hours. Requests may be denied based on staffing levels.
4. Female employees may use accumulated sick leave for absences occasioned by complications from pregnancy, for childbirth and complications resulting from, and for recovery from childbirth or miscarriage.

The Employer reserves the right to require a physician's certification for an absence due to sickness. The cost of obtaining a physician's certification as required by the Employer pursuant to this paragraph shall be borne by the Employer.

The Employer requires a physician's certification for an absence due to sickness of more than two (2) consecutive work days. The cost of obtaining a physician's certification as required by the Employer pursuant to this paragraph shall be borne by the employee. Failure to provide a physician's certification shall result in an unpaid, unexcused absence and appropriate disciplinary action shall be taken.

To be eligible for any type of sick leave payment, an employee shall notify the employer at least one (1) hour prior to start of the shift, but in any event, not later than the starting time of the employee's workday, unless the personal illness or injury occurs while at work.

An employee using sick leave must provide to their supervisor a telephone number where they can be contacted. The County reserves the right to investigate any use of sick leave.

All types of sick leave may be taken in fifteen (15) minute incremental periods.

Upon normal retirement under IPERS, an employee may be eligible for retiree health insurance benefits. If an employee chooses to participate in the retiree health insurance program, he/she shall not be eligible for cash reimbursement of sick leave. If the IPERS retirement eligible employees is not eligible for the retirement health insurance benefits (did not have County health insurance while employee with the County) or chooses to waive the retiree health insurance benefits, he/she shall be eligible for cash reimbursement of their sick leave in accordance with the schedule outlined below.

<u>Years of Service</u>	<u>Sick Leave Balance</u>	<u>Conversion Rate</u>
20 Years	1,000 - 1,040 hours	100%
15 Years	1,000 - 1,040 hours	75%
10 Years	1,000 - 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,000	50%
10 Years	751 – less than 1,000	25%

20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Upon death of a current employee (regardless of IPERS eligibility), the employees' beneficiary or estate shall be reimbursed for the employee's unused accumulated sick leave in accordance with the schedule outlined above.

General Provisions

Sick leave shall be reimbursed based upon the employee's regular rate of pay at the time of retirement or death. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

An employee who has accumulated 1,040 hours of sick leave may convert twenty-five percent (25%) of his/her accumulated sick leave in excess of 1,040 hours to vacation leave.

An employee who has exhausted their sick leave may participate in the sick leave donation program as outlined in the county personnel policy manual.

B. Funeral Leave

An employee, including an Introductory employee, will be granted not to exceed five (5) days of paid leave for bereavement and to attend the funeral services of the employee's spouse, parent or child (including foster/step child), be they related by blood or marriage.

An employee, including an introductory employee, will be granted not to exceed three (3) days of paid leave for bereavement and to attend the funeral services of the employee's brother, sister, grandparents, and grandchild be they related by blood or marriage.

Any employee who has completed the introductory period will be granted one-half (1/2) day of leave without pay to attend the funeral of a close family friend one (1) day of leave with pay to attend the funeral for a fellow employee or relative not listed above. In the event of the death of an employee of the Sheriff's Office, the Sheriff or his designated representative shall determine the minimum staffing requirements that will need to be in place at the time of the employee's funeral.

Employees must attend the funeral service in order to qualify for funeral leave pay.

C. Parental Leave

The Employee who has not given birth to the child shall be permitted to utilize sixty (60) hours of accumulated sick leave for the birth and/or care for a newly-born or newly-adopted child.

ARTICLE 11
VACATION

Every employee shall be eligible for paid vacation time after six (6) months of service with the Employer.

Vacation allowances shall be earned based on the following schedule, providing that existing employees shall not have a reduction in the number of their vacation days:

<u>Employment Requirements</u>	<u>Vacation Period</u>
After 1 year of continuous service	96 hours per year
After 6 years of continuous service	144 hours per year
After 10 years of continuous service	168 hours per year
After 15 years of continuous service	192 hours per year
After 20 years of continuous service	200 hours per year

Employees shall receive 48 hours upon completion of six (6) months continuous service and the remaining 48 hours upon completion of one (1) year of service.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately proceeding the employee's vacation period.

Vacation may be taken in one (1) hour incremental periods.

Initial Vacation Selection Period

Beginning December 5th of each year, each employee in order of seniority shall have the opportunity to select vacation days to be utilized between January 1st and the completion of the last pay period of the year. The vacation selection process shall be completed by January 1st of each year. Employees will not be allowed to make changes or cancel vacation requests until the initial vacation selection process has been completed.

Vacations will be granted in a reasonable amount of time, subject to the approval of the Employer. The request is to be made in writing. In the event of an emergency, the employee's immediate supervisor may approve or deny an immediate request for the use of vacation earned, taking into account the factors surrounding the request and shift coverage only.

If the workload permits vacation, but the number of persons on vacation must be limited, the following shall apply:

- The Employer shall have the right to approve or disapprove of an employee's requested vacation period, considering the scheduling requirements of the department, and shall not consider individual personalities, nor shall the Employer discriminate between or among employees.
- During the initial selection period when scheduling vacation days, in order for the requested day off to be considered a "vacation" day request, the employee must utilize a minimum of eight (8) hours vacation plus four (4) hours of ETO or twelve (12) hours of vacation time for requested time off. If the employee's vacation request is approved, the employee will not be allowed to switch the time off to holiday or compensatory time.
- Following the completion of the initial vacation selection period, each employee in order of seniority shall have the opportunity to select holidays to be utilized between January 1st and the completion of the last pay period of the calendar year. The holiday selection process shall be completed by January 1st of each year. Employees will not be allowed to make changes or cancel holiday requests until all selection processes have been completed.
 - After the initial selection periods, all vacation and holiday requests shall be equal and allotted on a first come first serve basis with seniority having no impact.
 - In order for the requested day off to be considered a "vacation" day request, the employee must utilize a minimum of twelve (12) hours of vacation time for the requested time off.
 - A full day earned leave (including compensatory time) request shall take precedence over a partial day earned leave request if submitted at least three (3) working days prior.
- In all cases compensatory time will not override a full day of vacation and/or holiday time.
- In order to cancel any earned leave request, the employee must give their supervisor written notification of the cancellation no later than 2 work days prior to the requested time off unless mutually agreed to.

Accordingly:

- a. The first vacation period earned, after completing one (1) full year of service, shall be taken prior to January 1, unless the Employer, for good cause, extends the period.
- b. Thereafter, on January 1 of each year, the Employer will credit each employee with the amount of vacation the employee will earn on the employee's next anniversary date, determine on the basis of the contract in effect on that January 1. If an employee uses vacation credited on January 1, prior to the time the vacation is earned, and if the employee is terminated for any reason prior to the time the vacation is earned, the employee will reimburse the Employer for the vacation period.
- c. No employee shall be entitled to vacation pay in lieu of vacation.
- d. Up to sixty (60) hours of vacation may be carried from one year to the next. If hours are carried over to the following year, they must be used on or before July 1 of the following year or they will be forfeited.

ARTICLE 12 DISCIPLINE

Section 1. The County shall have the right to adopt and put into effect rules and regulations not in conflict with this agreement. All employees shall be subject to such rules and regulations and any violations may be considered just cause for disciplinary action or discharge. If rules are deemed unreasonable by the union, said issue may be subjected to the grievance procedure.

The purpose of employee discipline is to advise the employee of the infraction in such a manner as to ensure that such behavior will not be repeated. Discipline shall be imposed for just cause only.

Disciplinary actions shall be progressive in nature and shall include the following:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

Copies of disciplinary actions shall be given to the employee and forwarded to the union.

Section 2. Employees who have been suspended or discharged and who have completed their introductory period, may process a grievance through the grievance procedure.

Oral and/or written reprimands may be protested in writing by the employee and such protests will be placed in the employee's personnel file and may be used in the event of disciplinary time off or discharge of the same or similar infraction.

For purposes of progressive discipline, disciplinary actions shall be active for twelve (12) months from the date of discipline. However, disciplinary actions shall remain active for eighteen (18) months for violations of the same rule.

Section 3. If the Employer has reason to reprimand an employee, it shall be done within fourteen (14) days of the incident, or fourteen (14) days when notified of the incident, in a reasonable and professional manner and not before other employees or the public except where impractical.

The time period may be extended due to circumstances beyond reasonable control of the administration.

Section 4. The employer has the right to suspend and/or terminate any employee immediately for just cause.

Just cause, for the purpose of termination or suspension, includes but it no limited to the following:

- (a) Engaging in or threatening acts of workplace violence, including but not limited to:
 - (i) Possessing firearms or other weapons on County property (other than certified law enforcement)
 - (ii) Fighting, assaulting or bullying a coworker, supervisor, guest, or customer;
 - (iii) Threatening or intimidating a coworker, supervisor, customer, or guest;
- (b) Engaging in any form of sexual or other unwelcome harassment;
- (c) Reporting to work under the influence of alcohol or illegal drugs, using, selling, dispensing, or possessing alcohol or illegal drugs or narcotics on County premises;
- (d) Reporting to work or performing job duties in an unfit condition because of the consumption or misuse/abuse of prescription or over-the-counter medications or selling or dispensing prescription medications on County premises;
- (e) Disclosing confidential County information;
- (f) Failure to cooperate in a workplace investigation;
- (g) Misrepresenting, falsifying, or altering any County record or report, such as an employment application, medical reports, expense accounts, and similar public records;
- (h) Misrepresenting or falsifying timesheets, daily logs or any other time and attendance records for yourself or others;
- (i) Stealing, destroying, defacing, or misusing County property, unauthorized personal use of county funds or property or another employee's or customer's property; making unauthorized purchases on county credit card(s);
- (j) Employment connected theft, burglary, or battery;
- (k) Misusing County communications systems, including the county website, electronic mail, computers, Internet access, and telephones
- (l) Accessing pornographic websites;
- (m) Refusing to follow Department Head or Supervisor instructions concerning a job-related matter or being insubordinate; insubordination; failure to follow directions;
- (n) Failing to wear a seat belt or other assigned safety equipment or failing to abide by safety rules and policies (willful violation) and failing to adhere to job related work restrictions or accommodations;
- (o) Soliciting or distributing information in violation of County policies;
- (p) Accessing personal websites during working hours such as "My Space", "Facebook", "Twitter", personal blogging and other similar websites.

- (q) Smoking where prohibited by state law, local ordinance or County rules;
- (r) Using profanity or abusive language;
- (s) Sleeping on the job without authorization;
- (t) Gambling on County property;
- (u) Playing pranks or engaging in horseplay at the workplace;
- (v) Wearing unprofessional or improper attire or having an inappropriate personal appearance; (sloppy, unkept appearance);
- (w) Conducting personal business during working hours;
- (x) Using county property for personal gain or using county position for personal gain;
- (y) Unlawfully destroying county or work property including records;
- (z) Willful and/or reckless neglect of duty;
- (aa) Dishonesty;
- (bb) Any absence of three (3) or more consecutive work days without an excuse or notification; excessive absenteeism and late arrival (tardy).
- (cc) Violation of County electronic communications policies and procedures.
- (dd) Violation of the Prison Rape Elimination Act (PREA)

ARTICLE 13
GRIEVANCE PROCEDURE

A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer. The time for filing a grievance shall commence when the employee receives notification of the change. Should an employee have a grievance, it shall be adjusted in the following manner.

The employee or the Union representative may initiate a conference with the immediate Supervisor in an attempt to resolve the issue.

Step 1. If the grievance is not settled by informal conference, the employee or the Union representative may initiate a grievance within fourteen (14) calendar days after the alleged incident upon which the grievance is based. At this point the grievance shall be reduced to writing, signed by the employee or the Union representative, and will specifically state the facts and provisions of the alleged violation. The written grievance shall be submitted to the Jail Administrator or his designee, who shall answer in writing within seven (7) calendar days after the grievance is presented. The Employer and the Union may, by mutual agreement, extend any of the time limits set forth in this article.

Step 2. If the grievance is not settled in Step 1, it may be submitted within seven (7) calendar days to the County Sheriff or his/her designated representative who shall answer in writing within seven (7) calendar days after the grievance is presented.

Step 3. If the grievance is not settled in step 2, it may be appealed to arbitration by the Union. Written notice of a request for arbitration must be submitted to the County Sheriff within seven (7) calendar days after the answer is due in step 2. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of the arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the party requesting arbitration shall strike the first name; the other party shall then strike one (1) name, and this process will be repeated so that the remaining person shall be the arbitrator. Either party, upon receipt of the list of five (5) persons, may reject the list in total and request another list.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing to the parties and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall submit the decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding on both parties.

The fees and expenses of the arbitrator will be charged equally by both parties. Each party will pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

If an answer to a grievance is not presented to the employee by the Employer within any of the time limits specified in this Article, it is presumed that the grievance is denied and the employee may proceed to the next step of the grievance procedure. Failure by an employee, his/her representative, or the Union to initiate or process a grievance within the time limits specified shall constitute a bar to initiating or processing such grievance.

Grievances may be investigated, processed and presented by a representative during working hours within reasonable time limits without loss of pay, provided notice is given and the workload permits.

ARTICLE 14
PROCEDURES FOR STAFF REDUCTION

In the event the Employer determines that employee must be laid off, the Union shall be notified in writing within ten (10) administrative working days after the determination.

Employees shall be laid off as follows:

- a) Layoffs shall be determined on the basis of Seniority, with less senior employees being the first to be laid off; and
- b) If the number of employees to be laid off within the classification exceeds the number of employees in category (a) or there are no employees who come within category (a), the Employer shall consider qualifications, ability to perform, and seniority, and if qualifications and ability to perform are equal between and among affected employees, seniority shall govern. Employees who have been previously working in a lower grade classification will be able to return to that classification at the lower grade of pay in the employee's present step in the event of a layoff. Temporary, part-time and introductory employees performing duties within the job classification from which employees have been or are to be laid off, are to be laid off first and have no recall rights.

An employee to be laid off will be notified thereof in writing at least ten (10) working days prior to the effective date of the layoff.

Within the job classification laid off, employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classification from which employees have been laid off until all employees laid off from that classification have been given notice of recall.

An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address.

Once notified by the Jail Administrator or their designee, the employee shall be given 72 hours to respond. In the event the employee accepts, the start date will be decided by the Jail Administrator.

ARTICLE 15
HEALTH AND SAFETY

The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Equipment furnished by the Employer shall be used properly and employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. The Employer shall pay the actual cost of repairing an article of such protective clothing or equipment which is damaged unintentionally while on the job.

If the Employer requires an employee to obtain a physical examination, the cost of the examination shall be provided by the Employer.

Drug and alcohol testing of employees will be required after all accidents which result in a death, personal injury or damage to property at the Sheriff's discretion. The employer will maintain a probable cause and random drug testing procedure.

ARTICLE 16
SHIFT BIDDING

All bidding for shifts shall occur annually. The shift bidding shall occur between November 1st and November 7th of each year for shift changes beginning the first full pay period in January of the following year. Shift shall be awarded by seniority as set forth in Article 18. Shift assignments shall be posted by December 1st of each year. When a position is vacated due to illness, injury, or leave of absence such position will be filled by reassignment of an officer for up to three (3) months. At the time of shift bids, employees will designate the method of compensation for the shift briefing, for the year, either overtime pay or compensatory time. If compensatory time is chosen as the method of compensation for shift briefing, the employee will automatically receive overtime pay for the entire pay period if the compensatory time designation causes the employee to exceed the maximum number of compensatory hours allowed as set forth in article 7 Overtime.

Any new or vacant regular full-time Detention Officer positions which occur shall be posted for bid, except for temporary bid. The posting shall indicate the number of openings and the hours of duty, if known at the time of the posting. Any vacancy created by bidding procedure shall be filled by the determination of the Employer. The Employer will determine when a vacancy occurs.

The posting shall be for a minimum of five (5) days and shall specify the date and time which bids will be accepted. It will specify the position and shift, as well as any qualifications, certifications, experience or training required. Positions will be announced within ten (10) days of the closing of the bids. Positions will be awarded by seniority given the special qualifications and experience requirements allowed as set out above.

When it has been determined an employee will be off work for a period of three (3) months or longer due to illness, injury, or leave of absence, that employee's position shall be posted for bid on a temporary basis. The qualified senior bidder will be given the temporary bid and placed in that position in accordance with the labor agreement. The position vacated by the successful bidder will be appointed by the Employer.

In the event the employee returns to work, they will be returned to their original position. The employee covering this position through temporary bid status will be returned to their previous position. The appointed employee will be placed in any open position or will take the position of the lowest senior employee.

In the event the employee is unable to return to work, this position will be awarded until the next shift bid. The employee holding the position through temporary status will be awarded the position if they so desire. The appointed employee will be assigned to the open position.

ARTICLE 17
WAGES

Effective July 1, 2022, all employees whose job classifications are represented by the Union, who are not on the step and grade, will receive a 4.0% wage increase.

Employee shall be compensated in accordance with the Wage Schedule attached hereto marked Exhibit A and herein incorporated by this reference. Employees whose position is moving into the new step and grade, will be moved into the new pay grade at the current step they are in, effective July 1, 2022.

Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

ARTICLE 18
SENIORITY

For all purposes under this contract, seniority is defined as an employee's length of continuous services with the Pottawattamie County Sheriff's Department from his/her date of hire, except for bidding, in which case seniority shall be defined as the total number of days worked within a job classification.

The seniority list for employees shall be maintained by the Employer. Any protest as to the correctness must be made in writing to the Employer within ninety (90) calendar days from the date of hire.

The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards/company intranet every six (6) months. A copy of the seniority list shall be made available upon request by the Union. A seniority list for job classifications shall also be maintained by the employer. The same guidelines as above will dictate as to the times the list will be updated, posted and protested. Classification for the seniority list shall be:

1. Detention Officers

Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason; is discharged for just cause; is absent from work three (3) consecutive working days without notification to and authorization from the Employer; is laid off for a period exceeding eighteen (18) months or the employee's seniority, whichever is lesser; is on layoff and fails to report to work within the time period set out in the Article on Procedures for Staff Reduction; or fails to report to work on the next scheduled workday at the completion of a leave of absence.

It is the right of the Employer to determine when a position is vacant and when it will be filled.

An employee who is promoted to a classification outside of the bargaining unit and subsequently returns to a classification within the bargaining unit shall be given full credit for the service earned prior to his/her promoted classification after he/she has fulfilled the introductory period. Seniority will be the total amount of service spent in both the bargaining and promoted classifications and may be used accordingly where seniority is referred to in this contract. If an employee returns to a bargaining unit classification between seniority bidding process, the employee may not exercise that seniority until the next regular bidding process is

held. Assignments, vacation schedules etc. will be at the discretion of the Sheriff until the next bidding process takes place.

ARTICLE 19
RETIREE HEALTH INSURANCE

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

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

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

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

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

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

ARTICLE 20 UNION BUSINESS

Section 1. Union Representatives The Employer agrees that accredited representative of the Local Union may be allowed the right to visit with the employees who are covered by this agreement to conduct Union business at any place during non-working hours or during working hours provided said visitation does not negatively affect the employees service to the public and with prior consent of the Jail Administrator or designee.

Section 2. Bulletin Boards The Employer will provide one bulletin board at the work site. The bulletin board will be made available to the appropriate Union official for the purpose of posting Union notices. The bulletin boards are to be used by the Union for notices only of the following: Union meetings, Union elections, Union appointments, Union recreational and social events, unemployment compensation information, and other materials of non-political, non-controversial nature. Upon written demand from the Employer, the Union shall promptly remove from such bulletin boards any material which is libelous, or in any way detrimental to the labor management relationship.

Section 3. Stewards The Union may appoint no more than two (2) stewards per shift and shall notify management of the names of the stewards. Stewards may handle grievances and related issues, meeting notifications, etc., but have no authority to dictate or coerce any job action contrary to this agreement. Stewards shall have reasonable access to telephones, for local calls only, in regards to grievance handling needs. In any interview where there is potential for discipline to be discussed or issued, the employee, upon request, shall have the right to have a steward present.

Section 4. In the event the Employer determines to contract out services, the Sheriff or his representatives will meet with the Union to discuss possible alternatives prior to the effective date of the action.

Section 5. The Employer agrees to grant necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or service in any capacity on other official business, provided that fourteen (14) days written notice is given to the Employer, by the Union, specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption (including overtime) of the Employer's operation due to lack of available employees.

ARTICLE 21
INJURED ON DUTY POLICY

An employee who is injured while performing their job duties for the County shall immediately report the injury to their immediate supervisor. In the case of an incapacitating injury, the report shall be submitted as soon as the employee is able to supply the necessary information.

An employee, including an introductory employee, who has been injured in the scope and course of his/her employment with the Employer and who is eligible for Worker's Compensation payments shall adhere to the Iowa Worker's Compensation statute. When an employee is entitled to Worker's Compensation benefits, that employee shall be eligible for a supplemental payment by the County. The employee will not be required to utilize sick leave or other paid leave while recovering from said injury for the first three hundred sixty-five (365) calendar days.

The supplemental payment shall be an amount equal to the difference between the employee's net pay and the amount of the weekly Worker's Compensation benefit the employee receives. "Net pay" for the purpose of this article shall mean the employee's base salary minus deductions for taxes, social security and IPERS.

The supplemental pay shall continue for three hundred sixty-five (365) calendar days, or until the employee has reached maximum medical improvement, whichever comes first. If a Worker's Compensation settlement is agreed upon and approved by order of a court of competent jurisdiction, the County shall provide no further supplemental benefit under the terms of this agreement.

The employee shall be entitled to a supplemental payment under this section in an amount that, when added to any Worker's Compensation benefit will result in the employee receiving total compensation greater than the average weekly net wage for the applicable period of time.

**ARTICLE 22
EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 2022 and shall remain in full force and effect through June 30, 2023.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than September 15 of each year that it wishes to modify this Agreement.

In the event that such a notice or modification is given, negotiations shall begin no later than the first day of October following such notification, unless the parties otherwise agreed upon a later date.

This Agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2022.

**POTTAWATTAMIE COUNTY
BOARD OF SUPERVISORS**

By _____
Chairman

By _____
Member

By _____
Member

By _____
Member

By _____
Member

By _____
Member

**POTTAWATTAMIE COUNTY
TEAMSTERS, LOCAL 554**

By *David W. Ay*

Title *Sec/Treas*

By *Scott E. [unclear]*

Title *Business Representative*

WAGE SCHEDULE – EXHIBIT “A”
DETENTION OFFICER

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
25.0000000	25.6250000	26.2656250	26.9222656	27.5953223	28.2852053	28.9923355	29.7171438	30.4600724	31.2215742	32.0021130

Suzanne Watson/Director,
Community Services

**Discussion and/or decision to approve and authorize
Board to sign the 28E agreement between SWIA MHDS
Region and Pottawattamie County.**

28 E Agreement Between Pottawattamie County, Iowa and Southwest Iowa Mental Health and Disability Services Region

This 28E Agreement (“Agreement”) is made and entered into by and between Pottawattamie County, Iowa, (which hereinafter may be referred to as “County” or “Pottawattamie County”) and Southwest Iowa Mental Health and Disability Services Region (which hereinafter may be referred to as “Region” or “SWIA MHDS”) in accordance with provisions of Iowa Code Chapter 28E.

Purpose of Agreement:

SWIA MHDS wishes to retain Pottawattamie County to provide human resources (HR) and Payroll services (“Services”) to include, without limitation, personnel support and administration, fiscal agent services, payroll management, and benefit administration and seek other services as described in this Agreement. Pottawattamie County will provide these services for all SWIA MHDS staff performing duties of the Region. This Agreement recognizes the responsibilities of Pottawattamie County and SWIA MHDS with regarding employees for SWIA MHDS (“Region employees”).

SWIA MHDS further wishes to retain Pottawattamie County to provide Information Technology (IT) support for the Region.

Pottawattamie County and SWIA MHDS agree to the following terms effective June 1, 2022 (“Effective Date”). This Agreement shall be approved by each party and filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

Section 1. Auditor as Fiscal Agent

- 1.1 Pottawattamie County will provide Services to SWIA MHDS within their payroll software and applications at no additional expense to SWIA MHDS.
- 1.2 As part of the Services, Pottawattamie County will provide full payroll support including, without limitation:
 - Payroll processing and records management, prepare all standard payroll reports after each payroll period
 - All aspects of time and attendance tracking to include paid and unpaid leave time management
 - Prepare all State and Federal tax remitting and filings including W-2s
 - Iowa Public Employees Retirement System (IPERS) administration.
- 1.3 As part of the Services, Pottawattamie County will also provide financial support including, without limitation:
 - Set up and management of vendors
 - Review, enter and pay Region claims
 - File 1099s
 - Implement Iowa Chart of Accounts

Section 2. Human Resources and Employee Benefits

- 2.1 As part of the Services, Pottawattamie County will manage on-boarding of new employees in a manner consistent with all new County employees to include, among other things:

- Criminal history check through the Iowa Division of Criminal Investigation
- Driving records check
- Pre- and Post-employment physicals and drug screening

2.2 As part of the Services, Pottawattamie County will manage all aspects of employee benefits for SWIA MHDS, to the extent the benefits are provided to County employees, including but not limited to:

- Health, Dental and Vision Insurance. Any employee cost share will be in accordance with Pottawattamie County policies for its other employees including the wellness program and applicable discount
- Section 125 Flexible Savings Account
- Group life insurance per Pottawattamie County policies for employees and their dependents
- 457(b) Deferred Compensations plans

2.3 As part of the Services, Pottawattamie County will manage all aspects of:

- COBRA insurance and compliance
- Affordable Care Act compliance
- OSHA regulations and compliance
- Workers compensation, including access to company nurse services to manage workplace injuries and illnesses
- Family Medical Leave Act (FMLA) and compliance

2.4 Employee leave benefits:

SWIA MHDS agrees to adopt Pottawattamie County's paid leave accrual schedules, including vacation, sick, family sick, holidays, and floating holidays for the Region employees. SWIA MHDS shall provide starting vacation and sick leave balances for each Region employee from previous county employer of record to be transferred to employee's starting leave balance account with Pottawattamie County (for the transferring employees being hired after 6/1/22).

2.5 Longevity:

The Regions employees shall be entitled to longevity pay in accordance with County policies. Each Region employee's start date of employment for longevity, seniority, vacation, and sick leave accrual shall be the employee's start date with his or her previous county employer.

Section 3. Employee Policies and Procedures and Employee Management:

3.1 SWIA MHDS agrees to adopt Pottawattamie County Employee Policies and Procedures as defined in the Employee Handbook.

3.2 Discipline.

- Pottawattamie County's Human Resources Department will oversee and conduct any internal and external investigations arising from non-compliance of employee policy or allegations of harassment or discrimination regarding a Region employee. The County will make a formal recommendation for major disciplinary action to SWIA MHDS. (Major

disciplinary action means any action resulting in loss of pay for a Region employee, including but not limited to suspension or termination of employment.)

- SWIA MHDS will have the discretion to unilaterally implement minor discipline (verbal and written warnings) on matters concerning employee performance.
- SWIA MHDS shall provide documentation of minor discipline action to the HR office to be retained in the employee's personnel file.
- SWIA MHDS shall consult with Pottawattamie County's Human Resources on major discipline issues that may lead to time off without pay or termination to ensure all ADA, Fair Labor standards and any other state and federal mandates are followed accordingly.
- Pottawattamie County will not supersede a decision of SWIA MHDS regarding employee discipline but will serve in an advisory role regarding employment laws and regulations.

- 3.3 Pottawattamie County will have oversight of Region employees only to the degree necessary to ensure compliance with State and Federal employment laws and applicable personnel policies. Day to day direction and oversight of Region employees will remain with the SWIA MHDS.
- 3.4 SWIA MHDS agrees to hold the County free from liability to Region if a SWIA MHDS-specific employee policy, procedure, and/or practice is enforced in accordance with its terms and such terms in any way contradict Pottawattamie County employee policy, procedure, and/or practice and results in a lawsuit involving SWIA MHDS. Should the County incur additional expenses, including but not limited to legal fees or settlement funds, for investigations into SWIA MHDS staff members for harassment, discrimination, or hostile work environment not resulting, in whole or in part, from any actions or inactions of Pottawattamie County those expenses shall be reimbursed to the County by SWIA MHDS.
- 3.5 SWIA MHDS will maintain its own insurance coverage for any claims of liability due to actions (or inactions) by a Region employee.

Section 4. Employee Compensation

- 4.1 SWIA MHDS agrees that Region employees will be paid at the hourly Step and Grade rate established by Pottawattamie County. Therefore, SWIA MHDS employees will receive wage increases according to Pottawattamie County practices upon approval by the Region Governing Board.
- 4.2 SWIA MHDS Governing Board will set the Chief Executive Officer's salary on an annual basis and will report the amount to Pottawattamie County Board of Supervisors for the annual Employment Agreement effective July 1 of each year.

Section 5. Payment for Services

- 5.1 SWIA MHDS shall be responsible for development of any budgets for the services provided hereunder and the services and expenses incurred pursuant to this Agreement shall be financed by SWIA MHDS. As consideration for the Services and upon the submission of invoices, within the payment terms stipulated herein, SWIA MHDS shall pay Pottawattamie County at the rates or in accordance with the milestone-pricing table set forth in Exhibit A. In no event, however, shall the County perform, or receive compensation for additional services not set forth in this Agreement without a written mutual agreed upon modification to this Agreement signed by both parties encompassing such additional services in accordance with Section 6 below.

- 5.2 SWIA MHDS agrees to cover all additional employee-related fees and costs incurred to Pottawattamie County resulting from the performance of this Agreement such as but not limited to: unemployment claims, worker's compensations costs, and pre- and post-employment screening costs for SWIA MHDS staff.
- 5.3 SWIA MHDS agrees to reimburse the County for any costs associated with Human Resources (HR) and Internet Technology (IT) Departments as set forth in Exhibit A.

Section 6. Administration

The CEO of SWIA MHDS shall be the administrator of this Agreement.

Section 7. Amendments

Any amendments to this Agreement require approval in writing from the Pottawattamie County Board of Supervisors and SWIA MHDS Region Governing Board. Changes in Exhibit A Services Cost does not require a new Agreement; however, modifications shall be agreed upon in writing by the parties' respective governing boards.

Section 8. Agreement Term

This Agreement shall commence on the Effective Date and continue for a term of five (5) years. Thereafter, this Agreement shall automatically renew for successive terms of three (3) years, unless terminated sooner pursuant to Section 9 below.

Section 9. Agreement Termination

- 9.1 This Agreement may be terminated by either party in the event the other party fails to perform its obligations hereunder, fails to assure timely performance, or otherwise fails to perform its material obligations, provided, however that prior to such termination the terminating party notifies the defaulting party in writing 90 days in advance.
- 9.2 This Agreement shall end if action of the federal or state government creates a situation where SWIA MHD can no longer function under this Agreement.
- 9.3 This Agreement may be terminated without cause by either party with written notice no later than December 1 prior to the fiscal year that the termination will become effective, resulting in a minimum seven-month notice.
- 9.4 Upon termination of this Agreement, SWIA MHD shall have no liability for such termination except for liability for Services rendered or expenses incurred by the County in accordance with this Agreement prior to the effective date of such termination and for which payment has not been made.

Section 10. Miscellaneous

- 10.1 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussion and understands of the parties in connection with the subject matter hereof.

- 10.2 Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any right, remedies, obligations, or liabilities under or by reason of this Agreement.
- 10.3 The rights and obligations of the parties to this Agreement may not be assigned or subcontracted unless such assignment or subcontract is in writing and consented to by the parties hereto. Any assignment not in accordance with this Section 10.3 shall be null and void.
- 10.4 This Agreement is not intended to create a joint employer relationship between the County, SWIA MHDS, and any Region employee. The purpose of this Agreement is to reduce costs and streamline administrative processes for SWIA MHD by using the County's HR and Services, and by adopting the County's employment policies and procedures.
- 10.5 Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:
- (a) If Pottawattamie County, to:
Pottawattamie County Auditor
227 South 6th St.
Council Bluffs, IA 51501
Attn: Auditor
 - (b) If to SWIA MHDS, to:
Southwest Iowa MHDS Region
227 S. 6th St., Suite 128
Council Bluffs, IA 51501
Attn: Chief Executive Officer
- 10.6 All real and personal property of each party that may be used in connection with the cooperative undertaking described in this Agreement shall remain the property of each such party during the term and after the termination of this Agreement.

SIGNATURE PAGE

POTTAWATTAMIE COUNTY EXECUTES THE INTERGOVERNMENTAL AGREEMENT WITH SOUTHWEST IOWA MENTAL HEALTH AND DISABILITY SERVICES REGION.

By: _____
(Print name)

Board of Supervisors Chairperson

Date: _____

SOUTHWEST IOWA MENTAL HEALTH AND DISABILITY SERVICES REGION EXECUTES THE INTERGOVERNMENTAL AGREEMENT WITH POTTAWATTAMIE COUNTY.

By: Richard Crouch
(Print name)

Richard Crouch
Southwest Iowa MHDS Region Chairperson

Date: 3/28/2022

**28E Agreement Between Pottawattamie County, Iowa and
Southwest Iowa Mental Health and Disability Services Region**

Exhibit A

Services Cost

Information Technology (IT)

IT support fees are calculated using the employee rate multiplied by the number of hours each work order (ticket) takes to complete. County IT will bill monthly for support fees.

Microsoft 365 subscription is billed to IT monthly. The subscription is based on the number of licenses needed per employee working on behalf of the Region. County IT will forward the monthly subscription amount to the Region for payment (or reimbursement).

Human Resources (HR)

Fees are calculated using the HR Director hourly rate and billed to the Region on a monthly basis. HR work may include but is not limited to hiring/on-boarding of new employees, HR consulting requests made by the Region and any work pertaining only to employees working on behalf of the Region.

Auditor

Annual fees for payroll and benefits administration, accounts payable and all fiscal agent services will be billed at a flat rate of \$40,000 per fiscal year payable no later than October 31.

Suzanne Watson/Director,
Community Services

**Discussion and/or decision to approve and authorize
Board to sign the lease between Pottawattamie County
and Southwest Iowa Mental Health and Disabilities
Services Region.**

BUSINESS PROPERTY LEASE

THIS LEASE, effective July 1, 2022, is made by and between Pottawattamie County ("Landlord"), whose address is 227 S 6th Street, Council Bluffs, IA 51501, and Southwest Iowa Mental Health and Disabilities Services Region ("Tenant"), whose address is 227 S 6th Street, Suite 128, Council Bluffs, IA 51501. The parties agree as follows:

- 1. PREMISES AND TERM.** Landlord leases to Tenant approximately 3,425 square feet of office space (Leased Area) in the Pottawattamie County Courthouse, 227 S 6th Street, Council Bluffs, Pottawattamie County, Iowa 51501, for a term of five (5) years beginning on July 1, 2022, upon the condition that Tenant performs as provided herein.
- 2. RENT.** Tenant agrees to pay Landlord at the rate of \$10 per square foot for 3,425 square feet for an annual amount of \$34,250.00, payable no later than October 31, 2022. All sums shall be paid at the address of Landlord.
- 3. AUTOMATIC RENEWAL.** At the end of the initial five (5) year term, the LEASE shall automatically renew for successive terms of three (3) years, unless terminated sooner pursuant to Section 5 below. The parties may make addendums to this LEASE at the time of each renewal, or at any other time with the written consent of both parties.
- 4. POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease.
- 5. TERMINATION.** This LEASE may be terminated by either party in the event the other party fails to perform its obligations herein; provided however, that prior to such termination the terminating party shall notify the defaulting party in writing 90 days prior to termination. This LEASE shall be terminated if action of the Federal or state government creates a situation whereby Tenant is no longer a governmental entity, or no longer has independent ability to enter into real estate contracts.
- 6. CARE AND MAINTENANCE.**
 - A.** Tenant takes the premises as is.
 - B.** Landlord shall keep the Leased Area and fixtures in good repair, including but not limited to: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, windows and window glass, and sidewalks. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.
 - C.** Landlord shall provide cleaning services for the Leased Area.
 - D.** Tenant shall maintain the premises in a reasonable safe, serviceable, and presentable condition. Tenant shall make no structural changes or alterations without the prior written consent of Landlord.
- 7. UTILITIES AND SERVICES.** All Utilities are covered by Landlord. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

- 8. SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.
- 9. ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
- 10. PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- 11. LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
- 12. INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
- 13. DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 60 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.
- 14. MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises.
- 15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**
 - A. Events of Default.** Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.
 - B. Notice of Default.** Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.
 - C. No Waiver.** Landlord's waiver of default in one or more instances shall not operate as

a bar for Landlord to give Notice of Default for later instance of default.

- D. Remedies.** In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

- 16. NOTICES AND DEMANDS.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

If Pottawattamie County, to:

Pottawattamie County Auditor
226 South 6th St.
Council Bluffs, IA 51501
Attn: Auditor

If to SWIA MHDS, to:

Southwest Iowa MHDS Region
227 S. 6th St., Suite 128
Council Bluffs, IA 51501
Attn: Chief Executive Officer

- 17. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

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SIGNATURE PAGE

This lease has been executed by the parties hereto, through their duly authorized officials

POTTAWATTAMIE COUNTY

By: _____
(Print name)

Board of Supervisors Chairperson

Date: _____

SOUTHWEST IOWA MENTAL HEALTH AND DISABILITY SERVICES REGION

By: Suzanne Watson
(Print name)


Southwest Iowa MHDS Region CEO

Date: 03-28-2022

Leanne Gifford/Attorney

**Discussion and decision on allowing or disallowing
Natural Conservation and Wildlife Areas Property Tax
Exemptions pursuant to Iowa Code §427.1(22).**

427.1 Exemptions. The following classes of property shall not be taxed:

....

22. Natural conservation or wildlife areas. Recreational lakes, forest covers, rivers and streams, river and stream banks, and open prairies as designated by the board of supervisors of the county in which located. The board of supervisors shall annually designate the real property, not to exceed in the aggregate for the fiscal year beginning July 1, 1983, the greater of one percent of the acres assessed as agricultural land or three thousand acres in each county, for which this exemption shall apply. For subsequent fiscal years, the limitation on the maximum acreage of real property that may be granted exemptions shall be the limitation for the previous fiscal year, unless the amount of acreage granted exemptions for the previous fiscal year equaled the limitation for that year, then the limitation for the subsequent fiscal year is the limitation for the previous fiscal year plus an increase, not to exceed three hundred acres, of ten percent of that limitation. The procedures of this subsection shall be followed for each assessment year to procure an exemption for the fiscal year beginning in the assessment year. The exemption shall be only for the fiscal year for which it is granted. A parcel of property may be granted subsequent exemptions. The exemption shall only be granted for parcels of property of two acres or more.

a. Application for this exemption shall be filed with the commissioners of the soil and water conservation district in which the property is located, not later than February 1 of the assessment year, on forms provided by the department of revenue. The application shall describe and locate the property to be exempted and have attached to it an aerial photograph of that property on which is outlined the boundaries of the property to be exempted. In the case of an open prairie that has been restored or reestablished, the property shall be inspected and certified as provided by the county board of supervisors as having adequate ground cover consisting of native species and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water. In the case of an open prairie which is or includes a gully area susceptible to severe erosion, an approved erosion control plan must accompany the application.

b. Upon receipt of the application, the commissioners shall certify whether the property is eligible to receive the exemption. The commissioners shall not withhold certification of the eligibility of property because of the existence upon the property of an abandoned building or structure which is not used for economic gain. If the commissioners certify that the property is eligible, the application shall be forwarded to the board of supervisors by May 1 of that assessment year with the certification of the eligible acreage. An application must be accompanied by an affidavit signed by the applicant that if an exemption is granted, the property will not be used for economic gain during the assessment year in which the exemption is granted.

c. In the case of an open prairie that has been restored or reestablished and that does not receive the certification as provided by the county board of supervisors as it relates to the ground cover, the applicant shall be notified of the availability of resource enhancement and protection fund

cost-share moneys and soil and conservation technological assistance for reestablishing native vegetation.

d. Before the board of supervisors may designate real property for the exemption, it shall establish priorities for the types of real property for which an exemption may be granted and the amount of acreage. These priorities may be the same as or different than those for previous years. The board of supervisors shall get the approval of the governing body of the city before an exemption may be granted to real property located within the corporate limits of that city. A public hearing shall be held with notice given as provided in section 73A.2 at which the proposed priority list shall be presented. However, no public hearing is required if the proposed priorities are the same as those for the previous year. After the public hearing, the board of supervisors shall adopt by resolution the proposed priority list or another priority list. Property upon which are located abandoned buildings or structures shall have the lowest priority on the list adopted, except where the board of supervisors determines that a structure has historic significance. The board of supervisors shall also provide for a procedure where the amount of acres for which exemptions are sought exceeds the amount the priority list provides for that type or in the aggregate for all types.

e. After receipt of an application with its accompanying certification and affidavit and the establishment of the priority list, the board of supervisors may grant a tax exemption under this subsection using the established priority list as a mandate. Real property designated for the tax exemption shall be designated by May 15 of the assessment year in which begins the fiscal year for which the exemption is granted. Notification shall be sent to the county auditor and the applicant.

f. The board of supervisors does not have to grant tax exemptions under this subsection, grant tax exemptions in the aggregate of the maximum acreage which may be granted exemptions, or grant a tax exemption for the total acreage for which the applicant requested the exemption. Only real property in parcels of two acres or more which is recreational lakes, forest cover, river and stream, river and stream banks, or open prairie and which is utilized for the purposes of providing soil erosion control or wildlife habitat or both, and which is subject to property tax for the fiscal year for which the tax exemption is requested, is eligible for the exemption under this subsection. However, in addition to the above, in order for a gully area which is susceptible to severe erosion to be eligible, there must be an erosion control plan for it approved by the commissioners of the soil and water conservation district in which it is located. In the case of an open prairie that has been restored or reestablished, the property shall be inspected and certified as provided by the county board of supervisors as having adequate ground cover consisting of native species and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water. In the case of an exemption for river and stream or river and stream banks, the exemption shall not be granted unless there is included in the exemption land located at least thirty-three feet from the ordinary high water mark of the river and stream or river and stream banks. Property shall not be denied an exemption because of the existence upon the property of an abandoned building or structure which is not used for economic gain. If the real property is located within a city, the approval of the governing body

must be obtained before the real property is eligible for an exemption. For purposes of this subsection:

(1) "Open prairies" includes hillsides and gully areas which have a permanent grass cover but does not include native prairies meeting the criteria of the natural resource commission.

(2) "Forest cover" means land which is predominantly wooded.

(3) "Recreational lake" means a body of water, which is not a river or stream, owned solely by a nonprofit organization and primarily used for boating, fishing, swimming, and other recreational purposes.

(4) "Used for economic gain" includes, but is not limited to, using property for the storage of equipment, machinery, or crops.

g. Notwithstanding other requirements under this subsection, the owner of any property lying between a river or stream and a dike which is required to be set back three hundred feet or less from the river or stream shall automatically be granted an exemption for that property upon submission of an application accompanied by an affidavit signed by the applicant that if the exemption is granted the property will not be used for economic gain during the period of exemption. The exemption shall continue from year to year for as long as the property qualifies and is not used for economic gain, without need for filing additional applications or affidavits. Property exempted pursuant to this paragraph is in addition to the maximum acreage applicable to other exemptions under this subsection.

Melvyn Houser/Auditor

Discussion and/or decision on a yearly increase on an Auditor's Employee Salary.

Received/Filed

Closed Session

Study Session

Mark Shoemaker/Director,
Conservation