

Consent Agenda

May 31, 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 Grobe, and second by Belt, to approve:

- A. May 24, 2022, Minutes as read.
- B. Jail – Employment of Ryan Hecker as a Detention Officer.
- C. Jail – Employment of Michael Hess as a Detention Officer.
- D. Jail – Employment of Nicholas Rickard as a Detention Officer.
- E. Secondary Roads – Employment of Monte Isaacson as Seasonal Worker.
- F. Renewal of Class C Liquor License (LC) (Commercial), granting privileges of Class C Liquor License (LC) (Commercial)/Outdoor Service/Sunday Sales for Genevieve Stueve d/b/a Aeroplane Inn, Honey Creek.
- G. Renewal of Class E Liquor License (LE), granting privileges of Class B Wine Permit; Class C Beer Permit (Carryout Beer); Class E Liquor License (LE), and Sunday Sales for Kum & Go LC d/b/a Kum & Go #23, Neola.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Shea, second by Belt, to approve funding request from Avoca Main Street in the amount of \$3,000.

UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a motion was made by Schultz, and second by Shea, to approve the Pottawattamie County Conservation Peace Officers Retiree Health Insurance proposal.

UNANIMOUS VOTE. Motion Carried.

Matt Wyant/Director, Planning and Development and Maria Sieck/Administrator, Public Health appeared before the Board to give an update on the fundraising for the Public Health building. Discussion only. No action taken.

After discussion was held by the Board on Resolution No. 44-2022 entitled, a Resolution to Authorize the purchase of property and designating the Board Chair as the Authorized Representative to sign any necessary documents to effectuate said purchase, the Resolution was tabled awaiting more details until June 9th. Discussion only. No action taken.

3. OTHER

Motion by Belt, second by Schultz, to approve and authorize Chairman to sign Rural Transit System Joint Participation Agreement with SWIPCO; and to approve funding request in the amount of \$6,000.

UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

- A. Salary Action(s):
 - 1) SWI Juvenile Detention Center - Payroll Status Change for Austin Conklin.
 - 2) SWI Juvenile Detention Center – Payroll Status Change for Terri Smith.
 - 3) Conservation – Payroll Status Change for Chad Graeve.
 - 4) Conservation – Employment of Hannah Lollis as Natural Areas Management Seasonal – Hitchcock.
- B. Out of State Travel Notification:
 - 1) Veteran Affairs – Out of State Travel Notification for Rita Dooley and Paul Rosenberg.

5. PUBLIC COMMENTS

Shawna Anderson appeared before the Board to discuss Oakland Manor funding promises and Avoca funding issues.

6. CLOSED SESION

Motion by Grobe, second by Shea, to go into Closed Session pursuant to Iowa Code §21.5(1)(j), for discussion and/or decision on purchase or sale of particular real estate.

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

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

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

7. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:42 A.M.

Tim Wichman, Chairman

ATTEST: _____

Dixie Wilson, Assistant Tax and Finance Officer, Auditor's Office

APPROVED: June 9, 2022

PUBLISH: X

I, Melvyn Houser, Auditor of Pottawattamie County, verify the following to be a correct copy of all claims allowed by the Pottawattamie County Board of Supervisors for the month of May 2022.

Vendor Name	Payable Description	Total Payments
3RD DEGREE SCREENING INC	PROF SVC - HR	148.00
ABBIE ASHCRAFT	REIMB EXP - SWIA MHDS REGION	150.81
ACCURATE LAWN & IRRIGATION LLC	PROF SVC - B&G	1,638.00
ADAM KLEIN	REIMB EXP - IT	16.20
ADVANCE SOUTHWEST IOWA CORPORATION	PROF SVC - PLANNING	2,730.00
ADVANCED AUDIO VISUAL INC	PROF SVC - EMA	36,674.14
AGRILAND FS INC	ROADS/SUPPLIES	221.10
AGRIVISION GROUP LLC	ROADS/PARTS	849.18
AHLERS & COONEY PC	LEGAL SVC - BOARD	448.00
AIRGAS INC	ROADS/SUPPLIES	368.63
ALBERTSON BROTHERS GLASS LLC	ROADS/REPAIR - 117	339.00
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	1,616.00
ALEGENT HEALTH PSYCHIATRIC ASSOCIATES	GRANT - SWIA MHDS REGION	29,400.00
ALL COPY PRODUCTS INC	PROF SVC - WIC	59.36
AMAZON CAPITAL SERVICES INC	SUPPLIES - SHERIFF	7,141.47
AMERICAN BAPTIST HOMES OF THE MIDWEST	GRANT - SWIA MHDS REGION	30,000.00
AMERICAN JAIL ASSOCIATION	MEMBERSHIP - JAIL	60.00
AMERICAN NATIONAL BANK	MO BILL - JAIL	34,639.38
ANCHOR HOMES INC	SUPPORT SVC - SWIA MHDS REGION	3,038.84
ANDERSON BRIDGES LLC	PROF SVC - CONSERVATION	92,850.00
ANDMARK HIDDEN BLUFFS APARTMENTS LLC	RENT ASSIST - GA	400.00
ANDRY HAYDUK	RENT ASSIST - GA	550.00
ANGELA DOBYNS	REIMB EXP - COMMUNICATIONS	20.57
ANNE DEUTMEYER	MEETING/TRAINING - EMA	346.51
ANTHONY KAVA	REIMB EXP - SHERIFF	400.00
ANTHONY LEICK	REIMB EXP - SHERIFF	163.18
APPLIED CONCEPTS INC	SUPPLIES - SHERIFF	2,896.00
ARNOLD MOTOR SUPPLY	ROADS/PARTS	140.78
ARROW TOWING INC	PROF SVC - SHERIFF	95.00
ASP ENTERPRISES INC	ROADS/SUPPLIES	873.54
AT&T MOBILITY LLC	MO BILL - EMA	379.76
ATV MOTOR SPORTS	SUPPLIES - CONSERVATION	145.20
AUSTIN KAY	MEETING - PLANNING	34.36
AVOCA BUILDING MATERIAL CENTER INC	SUPPLIES - CONSERVATION	29.99
AVOCA VETERINARY	PROF SVC - CONSERVATION	272.00
BARBARA CHENEY	REIMB EXP - SWIA MHDS REGION	369.72
BARKER LEMAR AND ASSOCIATES INC	PROF SVC - ENV HEALTH	850.00
BARNHART CRANE & RIGGING COMPANY	PROF SVC - CONSERVATION	30,000.00
BAUER BUILT INC	PROF SVC - SHERIFF	42.03
BERENS TATE CONSULTING GROUP INC	PROF SVC - BOARD	3,000.00
BILLS WATER CONDITIONING INC	MO BILL - JAIL	556.50
BILLYS INC	SUPPLIES - CONSERVATION	706.50
BISHOP BUSINESS EQUIPMENT COMPANY	PROF SVC - JAIL	174.00
BLACK HILLS UTILITY HOLDING	MO BILL - JAIL	11,418.05
BLUFFS ADVERTISING LLC	PROF SVC - BOARD	3,000.00
BLUFFS ELECTRIC INC	PROF SVC - CONSERVATION	633.36
BLUFFS PAVING & UTILITY COMPANY INC	PAVING - NON-DEPARTMENTAL	52,903.17
BLUFFS TOWERS LP	RENT ASSIST - GA	536.65
BOB BARKER COMPANY INC	SUPPLIES - JAIL	7,407.50
BODE DUE INC	ROADS/TIRES - 373	138.00
BOEHM FARMS INC	LANDSCAPING - WEST POTT SWCD	2,947.38
BOMGAARS SUPPLY INC	SUPPLIES - CONSERVATION	4,173.75
BOO INC	PROF SVC - CONSERVATION	775.48
BP ENTERPRISES INC	PROF SVC - SHERIFF	603.04
BRANDON ALLEN	REIMB EXP - SHERIFF	86.77
BRANDON RAMSEY	REIMB EXP - SHERIFF	351.66
BRAVO COMPANY USA INC	SUPPLIES - SHERIFF	11,990.00
BREDA TELEPHONE CORP	EXPANSION PROJECT - BOARD	10,000.00
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	734.00
BRENT HENKE	RELOCATION - VA	2,500.00
BRETT WESSELS	REIMB EXP - CO ATTORNEY	986.89
BRIAN MCMILLIN	PROF SVC - BOARD	4,000.00
BRUMLEY SUPPLIES LLC	ROADS/SUPPLIES - CENTRAL	3,484.34
BURGESS HEALTH CENTER	GRANT - SWIA MHDS REGION	78,236.66
BUSINESS CLEANING SOLUTIONS INC	MO BILL - CONSERVATION	517.00
C & A SCALES SERVICE INC	PROF SVC - ENV HEALTH	385.00
C & J INDUSTRIAL SUPPLY INC	ROADS/UTILITIES - CENTRAL	126.50
CARROLL COUNTY COUNCIL FOR THE PREVENTION OF CHILD ABUSE CCCPCA	SUPPORT SVC - SWIA MHDS REGION	12,200.00
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY INC	ROADS/SUPPLIES	34.20
CASS COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	109.27
CDW LLC	EQUIP - COMMUNICATIONS	2,035.80
CELLCO PARTNERSHIP	ROADS/UTILITIES	680.80
CENTURY LINK COMMUNICATIONS LLC	PROF SVC - COMMUNICATIONS	26,333.00
CENTURYLINK INC	MO BILL - IT	4,234.28
CHAD FREEBERG	REIMB EXP - SHERIFF	187.34
CHAD GRAEVE	REIMB EXP - CONSERVATION	1,600.00
CHASITY KEPHART	REIMB EXP - SWIA MHDS REGION	180.53
CHRISTIAN HOME ASSOCIATION	PROF SVC - DHS	1,632.75
CHRISTOPHER JON ELLIOTT	MED SVC - MED EXAMINER	6,666.67
CHS INC	FUEL - EMA	420.79
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	555.01
CITIBANK NA	SUPPLIES - CONSERVATION	646.64
CITIBANK NA	MO BILL - B&G	5.28
CITY OF AVOCA	ROADS/UTILITIES	63.94
CITY OF COUNCIL BLUFFS	TRANSPORT - JAIL	3,255.00

CITY OF HANCOCK	MO BILL - CONSERVATION	538.61
CITY OF MISSOURI VALLEY	RENT ASSIST - SWIA MHDS REGION	43.60
CITY OF OAKLAND	MO BILL - ENV HEALTH	25.00
CITY OF OMAHA	SPONSORSHIP - BOARD	1,500.00
CITY OF UNDERWOOD	CITIES PROGRAM - BOARD	83,634.18
CITY OF WALNUT	ROADS/UTILITIES	42.00
COATS REALTY LLC	RENT ASSIST - GA	995.00
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC	ROADS/TIRES - 453	1,889.00
CONCERNED INC	JOB GRANT - SWIA MHDS REGION	12,094.00
CONNECTIONS AREA AGENCY ON AGING INC	PROF SVC - PUBLIC HEALTH	3,750.00
CONTRACT PHARMACY SERVICES INC	SUPPLIES - JAIL	2,907.85
CONVERGEONE INC	PROF SVC - IT	3,149.55
COOKS DIRECT INC	SUPPLIES - JAIL	1,620.64
CORNERSTONE COMMERCIAL CONTRACTORS INC	PROF SVC - BOARD	68,644.61
CORNHUSKER INTERNATIONAL TRUCKS INC	ROADS/PARTS	124.87
COTT SYSTEMS INC	PROF SVC - AUDITOR	150.00
COUNCIL BLUFFS LEASED HOUSING ASSOCIATES I LLLP	RENT ASSIST - GA	351.00
COUNCIL BLUFFS WATER WORKS	MO BILL - JAIL	4,681.03
COUNCIL BLUFFS WINSUPPLY INC	SUPPLIES - CONSERVATION	238.18
COUNTRY CARE CENTER CORPORATION	RCF - SWIA MHDS REGION	77,716.00
COUNTY BINDERS INC	PROF SVC - RECORDER	18,500.00
COX COMMUNICATIONS INC	MO BILL - IT	6,010.45
CREXENDO BUSINESS SOLUTIONS INC	PROF SVC - SWIA MHDS REGION	70.76
CRYSTAL CLEAR WATER INC	MO BILL - RECORDER	42.75
CUMMINS INC	PROF SVC - JAIL	838.83
CUTLER ONEILL INC	TRANSPORT - MED EXAMINER	450.00
D R ANDERSON CONSTRUCTORS CO	PROF SVC - SHERIFF	151,608.83
DANELLE BRUCE	REIMB EXP - SWIA MHDS REGION	286.65
DANIEL MILLER	ROADS/MATERIALS	7,695.00
DANIELLE BENTZINGER	REIMB EXP - SHERIFF	140.12
DANIELLE BRYANT	REFUND - CONSERVATION	109.00
DAVES PLACE LLC	MED SVC - SWIA MHDS REGION	8,100.00
DAVID A MUELL	MEETING - BOARD	40.00
DAVID SCHOENING	LANDSCAPING - WEST POTT SWCD	4,500.00
DAVID W COBERLY SR	PROF SVC - SHERIFF	79.96
DEBBIE SCHULER	REIMB EXP - SWIA MHDS REGION	248.86
DEBRA MARTIN	MEETING - BOARD	40.00
DEK CORP	PROF SVC - JAIL	12,019.32
DELL MARKETING LP	EQUIP - SHERIFF	2,424.95
DENA CROUCH	TRANSCRIPTS - CO ATTORNEY	30.00
DENCO HIGHWAY CONSTRUCTION CORPORATION	ROADS/MATERIALS	25,347.44
DENNIS SUPPLY COMPANY	SUPPLIES - COMMUNICATIONS	84.86
DIAMOND OIL COMPANY	FUEL - CONSERVATION	5,075.63
DLR GROUP INC	PROF SVC - NON-DEPARTMENTAL	49,165.40
DONALD NIELSON	PUBLICATIONS - BOARD	2,365.00
DONALD NIELSON	PUBLICATIONS - BOARD	2,265.87
DONALD W MATHEWS	PROF SVC - SHERIFF	138.00
DOUGLAS COUNTY (NE)	SVC FEES - COMMUNICATIONS	183,729.61
DRAKE WILLIAMS STEEL INC	ROADS/SUPPLIES	1,440.00
DUSTIN CLAYTON	PRESENTER - CONSERVATION	1,100.00
EBS c/o AMERICAN NATIONAL BANK	EBS RETIREES - JAIL	4,435.64
ECHO GROUP INC	SUPPLIES - CONSERVATION	10,351.34
ECHOSAT INC	ROADS/UTILITIES	224.75
EDWARDS CHEVROLET CADILLAC INC	PROF SVC - SHERIFF	1,273.87
ELECTION SYSTEMS & SOFTWARE LLC	SUPPLIES - AUDITOR	19,791.70
ELIOR INC	SUPPLIES - JAIL	60,120.01
EMBRACE IOWA INC	SUPPORT SVC - SWIA MHDS REGION	1,725.00
EMMA LUBBEN	MEETING/TRAINING - EMA	305.83
EMMA SCHWALLER	REIMB EXP - BOARD	100.00
ENGINEERED CONTROLS INC	PROF SVC - B&G	168.00
ENGINEERING TECHNOLOGIES INC	PROF SVC - CONSERVATION	2,235.00
ERIC HEMPEL	REIMB EXP - SHERIFF	162.95
ERICH RACHWITZ	PROF SVC - SHERIFF	968.43
ERICKSON FUNERAL PROPERTIES	TRANSPORT - MED EXAMINER	450.00
EVIZZIT LLC	MH SVC - SWIA MHDS REGION	2,264.63
EVO K9 LLC	SUPPLIES - SHERIFF	530.00
FARM SERVICE COOPERATIVE	ROADS/FUEL	88,688.58
FARMERS MUTUAL COOPERATIVE TELEPHONE COMPANY	ROADS/UTILITIES	638.89
FASTENAL COMPANY	SUPPLIES - JAIL	723.99
FEDERAL EXPRESS CORPORATION	POSTAGE - SHERIFF	121.03
FEDERAL SIGNAL CORPORATION	PROF SVC - COMMUNICATIONS	3,412.50
FEURING PROMOTIONS INC	PROF SVC - MED EXAMINER	591.20
FIELD DAY DEVELOPMENT LLC	PROF SVC - NON-DEPARTMENTAL	9,977.50
FIKES COMMERCIAL HYGIENE LLC	ROADS/UTILITIES - CENTRAL	542.58
FIREGUARD INC	PROF SVC - B&G	1,864.67
FIRESPRING PRINT INC	PROF SVC - WIC	46.61
FIRSTAR FIBER INC	SUPPLIES - ENV HEALTH	80.00
FLEETPRIDE INC	ROADS/PARTS - 725	147.52
FMTC SWT INC	ROADS/UTILITIES	117.45
FOCUS FAMILY OPTIONS & COMMUNITY SUPPORTS INC	SUPPORT SVC - SWIA MHDS REGION	837.00
FOURTH JUDICIAL DISTRICT DEPARTMENT OF CORRECTIONAL SERVICES	RENT ASSIST - GA	90.00
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATIONS	375.73
FRONTLINE PUBLIC SAFETY SOLUTIONS	PROF SVC - COMMUNICATIONS	3,000.00
GAWLEY TIRE & REPAIR INC	ROADS/TIRE REPAIR - 390	100.00
GENERAL FIRE AND SAFETY EQUIPMENT CO OF OMAHA	PROF SVC - CONSERVATION	1,407.75
GENIE SERVICES	PROF SVC - PUBLIC HEALTH	55.00
GENUINE PARTS COMPANY INC	ROADS/PARTS	149.14
GLAXOSMITHKLINE HOLDINGS (AMERICAS) INC	SUPPLIES - PUBLIC HEALTH	978.92
GOVERNMENT SCIENTIFIC SOURCE INC	SUPPLIES - WIC	169.56

GOVERNMENTJOBS.COM INC	PROF SVC - HR/RISK	4,000.00
GRAHAM TIRE CO OF LINCOLN LLC	PROF SVC - SHERIFF	707.20
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	PROF SVC - IT	139.96
GREAT PLAINS PEST SERVICES INC	PROF SVC - JAIL	612.00
GREAT PLAINS UNIFORMS	PROF SVC - SHERIFF	7,341.02
GREGORY L DAVIS	MED SVC - JAIL	1,066.67
GRISWOLD COOPERATIVE TELEPHONE CO	ROADS/UTILITIES	35.26
GRP & ASSOCIATES INC	PROF SVC - JAIL	288.00
GUARDIANS OF NORTHEAST IOWA INC	SUPPORT SVC - SWIA MHDS REGION	600.00
GUYER MACHINE SHOP INC	ROADS/REPAIR	861.05
GUYER TRUCKING LLC	PROF SVC - CONSERVATION	330.00
HADLEY MIKOVEC	REIMB EXP - SHERIFF	65.00
HAMELE GROUP INC	ROADS/TOOLS	314.09
HARRIS STORTENBECKER FARMS LLC	WELL CLOSURE - ENV HEALTH	500.00
HARRISON COUNTY (IA)	PRESCRIPTIONS - SWIA MHDS REGION	439.73
HARRISON COUNTY HOMEMAKERS	SUPPORT SVC - SWIA MHDS REGION	870.59
HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	527.49
HAWKEYE TRUCK EQUIPMENT CO INC	ROADS/PARTS	1,736.27
HEARTLAND CO OP	FUEL - CONSERVATION	185.00
HEARTLAND FAMILY SERVICE	ACT/CSCBS - SWIA MHDS REGION	289,446.46
HEARTLAND HARNESS	ROADS/PARTS	578.60
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES	3,778.80
HELGET INC	EQUIP - JAIL	40.00
HENRY SCHEIN INC	SUPPLIES - JAIL	610.53
HGM ASSOCIATES INC	ROADS/SERVICES	20,501.57
HILDRETH LANDSCAPE INC	PROF SVC - CONSERVATION	1,600.00
HOSE & HANDLING INC	ROADS/PARTS	147.00
HOTSY EQUIPMENT CO	ROADS/SERVICE - CARSON	1,090.70
HOVANEC ENTERPRISES INC	PROF SVC - NON-DEPARTMENTAL	18,385.42
HS MEDICAL BILLING SERVICES INC	PROF SVC - PUBLIC HEALTH	4.00
HUFF TIRE INC	ROADS/TIRE REPAIR - 328	145.00
HY VEE INC	SUPPLIES - JAIL	153.88
IMT INSURANCE COMPANY	BONDING - AUDITOR	100.00
INDOFF INCORPORATED	SUPPLIES - AUDITOR	1,683.86
INFOSAFE SHREDDING LLC	PROF SVC - DHS	648.00
INSIGHT PUBLIC SECTOR	ROADS/SOFTWARE	337.11
INTERSTATE POWERSYSTEMS INC	ROADS/REPAIR -373	11,871.31
IOWA ASSOCIATION OF COUNTY COMMISSIONERS AND VETERAN SERVICE OFFICERS	REGISTRATION - VA	50.00
IOWA COUNTY RECORDERS ASSOCIATION	DUES - RECORDER	200.00
IOWA DEPT OF NATURAL RESOURCES	ROADS/PERMIT FEE	175.00
IOWA PRISON INDUSTRIES	SUPPLIES - SHERIFF	513.30
IOWA STATE ASSOCIATION OF COUNTIES	ASSESSMENT - AUDITOR	3,000.00
IOWA STATE SHERIFFS & DEPUTIES ASSOCIATION	REGISTRATION - SHERIFF	25.00
IOWA WASTE SERVICES HOLDING INC	PROF SVC - JAIL	2,369.46
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	2,173.77
IOWA WESTERN COMMUNITY COLLEGE	TRAINING - COMMUNICATIONS	165.00
IVAN DELGADO	MED SVC - JAIL	4,187.65
JACKSON SERVICES INC	PROF SVC - B&G	351.10
JAMES DAMREAU	RENT ASSIST - GA	500.00
JDW MIDWEST LLC	PROF SVC - PLANNING	600.00
JEBRO INCORPORATED	ROADS/MATERIALS	3,635.65
JEFFERSON FARM & AUTO LLC	PROF SVC - CONSERVATION	411.16
JEFFERSON PARISH (LA)	SVC FEES - BOARD	55.00
JEFFREY W ANDERSEN	ROADS/TIRES - 429	1,654.69
JENNIFER GERONIMO	REIMB EXP - SHERIFF	215.00
JEREDITH BRANDS LLC	MO BILL - B&G	13,028.49
JIM HAWK TRUCK TRAILERS INC	ROADS/PARTS	1,335.18
JODI VANDERHEIDEN	TRANSCRIPTS - CO ATTORNEY	11.50
JOHN DEERE FINANCIAL	ROADS/PARTS - 207	21,717.74
JOHN E KNICKMAN	LANDSCAPING - WEST POTT SWCD	1,206.00
JOHN WICKMAN	MEETING/TRAINING - EMA	248.77
JOHNSON HARDWARE COMPANY LLC	SUPPLIES - B&G	780.00
JON THOMAS	MED SVC - JAIL	6,473.55
JONES AUTOMOTIVE INC	PROF SVC - SHERIFF	1,701.03
JOSHUA HARKER	REIMB EXP - SHERIFF	131.95
JP BORING CO	PROF SVC - ENV HEALTH	6,264.10
JP LUMBER INC	ROADS/SUPPLIES	55.97
JULISA COLLINS	REIMB EXP - WIC	117.78
JUSTIN SCHULTZ	REIMB EXP - BOARD	110.84
KANDI PLOEN	REIMB EXP - JAIL	1,182.16
KAREN ANDERSON	MEETING - PLANNING	30.27
KAREN FOREMAN	REIMB EXP - MED EXAMINER	149.82
KEAST MOTORS INC	ROADS/REPAIR - 404	3,710.17
KERRIE SNYDER	REIMB EXP - CO ATTORNEY	260.00
KEY REAL ESTATE COMPANY	RENT ASSIST - GA	525.00
KOCH BROTHERS INC	SUPPLIES - BOARD	653.11
KONE INC	PROF SVC - JAIL	312.28
KONEXUS INC	PROF SVC - COMMUNICATIONS	3,295.00
KRIS WOOD	REIMB EXP - WIC	156.00
KRISTINA M RICHEY	REIMB EXP - SWIA MHDS REGION	522.41
KURT FERGUSON	REIMB EXP - SHERIFF	265.32
LAB SOURCE INC	SUPPLIES - JAIL	8,671.80
LANG DIESEL INC	FUEL - SHERIFF	802.05
LANGUAGE LINE SERVICE INC	MO BILL - COMMUNICATIONS	352.74
LARSEN SUPPLY CO	SUPPLIES - CONSERVATION	1,430.81
LARSON BACKHOE SERVICES INC	PROF SVC - PLANNING	35,700.00
LAW OFFICES OF BRIAN TACKETT LLC	LEGAL REP - SWIA MHDS REGION	324.83
LCFC INC	TRANSPORT - MED EXAMINER	1,500.00
LEA A VOSS	REIMB EXP - TREASURER	303.56

LEE BHM CORP	PUBLICATIONS - BOARD	4,141.20
LINDA BURNS	REIMB EXP - WIC	29.64
LOCK CRAFTERS LLC	PROF SVC - B&G	124.95
LOESS HILLS OXFORD	RENT ASSIST - GA	1,140.00
LOFTUS HEATING AND AIR LLC	PROF SVC - JAIL	795.88
LORI GRECKEL	TRANSCRIPTS - CO ATTORNEY	111.00
LYLES DISCOUNT TIRES INC	PROF SVC - CONSERVATION	948.52
LYMAN RICHEY CORPORATION	ROADS/MATERIALS	4,058.48
LYNN GROBE	REIMB EXP - BOARD	298.63
LYNN LEADERS	MEETING - PLANNING	47.23
M&K MILLS TREE SERVICE	ROADS/UTILITIES	530.00
MAC INVESTMENTS INC	RENT ASSIST - GA	300.00
MAIL SERVICES LLC	PROF SVC - TREASURER	6,321.63
MARILYN KENNEDY	REIMB EXP - AUDITOR	214.23
MARION WRIGHT	LANDSCAPING - EAST POTT SWCD	3,590.00
MARK MERTES	ROADS/SUPPLIES	3,894.40
MARNE & ELK HORN TELEPHONE COMPANY	MO BILL - COMMUNICATIONS	676.24
MARY BETH ROSKENS	REIMB EXP - SWIA MHDS REGION	124.02
MATHESON TRI GAS INC	ROADS/SUPPLIES	39.58
MATTHEW WYANT	REIMB EXP - PLANNING	189.54
MAURA GOALEY	LEGAL REP - BOARD	1,872.50
MCCLURE ENGINEERING	ROADS/SERVICES	3,093.75
MCLAUGHLIN SEPTIC & PORTABLES	PROF SVC - CONSERVATION	460.00
MECO-HENNE CONTRACTING INC	PROF SVC - NON-DEPARTMENTAL	186,749.00
MEGAN ALBERS	REIMB EXP - BOARD	753.45
MENARDS INC	ROADS/SUPPLIES	4,754.84
MIDAMERICAN ENERGY COMPANY	MO BILL - JAIL	25,787.01
MIDLANDS HUMANE SOCIETY	CONTRACT - ANIMAL CONTROL	7,121.63
MIDWEST AUTOMATIC FIRE SPRINKER	PROF SVC - JAIL	356.00
MIDWEST GLASS & GLAZING INC	PROF SVC - B&G	1,530.00
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - JAIL	236.15
MILLER ORTHOPAEDIC AFFILIATES PC	MED SVC - JAIL	3,357.00
MINNEHAHA COUNTY (SD)	SVC FEES - BOARD	62.00
MIRANDA WACHTER	REIMB EXP - SWIA MHDS REGION	151.52
MITCHELL & ASSOCIATES INC	ROADS/SERVICES	2,450.00
MITCHELL KAY	REIMB EXP - BOARD	615.00
MMB LLC	ROADS/PARTS	720.91
MONOPRICE INC	SUPPLIES - IT	316.70
MOSAIC	SUPPORT SVC - SWIA MHDS REGION	1,404.00
MTS PARTNERS INC	SUPPLIES - JAIL	414.00
MUNICIPAL HOUSING AGENCY	RENT ASSIST - GA	200.00
MYRA NIXON	REIMB EXP - RECORDER	66.40
NARCOTICS ANONYMOUS WORLD SERVICES INC	SUPPLIES - JAIL	499.69
NATHAN BRENSSEL	REIMB EXP - SHERIFF	73.95
NATIONAL ASSOCIATION OF COUNTY SERVICE VETERANS OFFICERS	MEMBERSHIP - VA	50.00
NATIONAL MEDICAL SERVICES INC	MED SVC - MED EXAMINER	165.00
NCH CORPORATION	PROF SVC - B&G	1,529.02
NEBRASKA IOWA INDUSTRIAL FASTENERS CORP	ROADS/TOOL KITS	179.07
NEBRASKA MACHINERY COMPANY	ROADS/SERVICE - 114	12,685.62
NEWMAN SIGNS INC	ROADS/MATERIALS	1,364.17
NICHOLAS SALICK	REGISTRATION - CONSERVATION	155.00
NINA HOANG	REIMB EXP - JAIL	499.88
NISHNA PRODUCTIONS INC	GRANT - SWIA MHDS REGION	56,465.50
NISHNABOTNA VALLEY RURAL ELECTRIC COOPERATIVE	ROADS/UTILITIES	2,109.07
NUTRIEN AG SOLUTIONS INC	ROADS/MATERIALS	6,455.60
OFFICE DEPOT INC	SUPPLIES - DHS	317.98
OHALLORAN INTERNATIONAL INC	ROADS/REPAIRS - 387	7,266.20
OLDERBAK ENT NORTH LLC	RENT ASSIST - GA	600.00
OMAHA COMPOUND COMPANY	SUPPLIES - JAIL	6,555.20
OMAHA DOOR & WINDOW COMPANY INC	ROADS/REPAIR - CENTRAL	1,067.06
OMAHA PUBLIC POWER DISTRICT	UTILITY ASSIST - GA	85.00
OMAHA TACTICAL KONNER HATFIELD	SUPPLIES - SHERIFF	2,175.00
OMAHA TRUCK CENTER COMPANY INC	ROADS/PARTS	9,260.26
OMG MIDWEST INC	ROADS/MATERIALS	953.29
OMG MIDWEST INC	ROADS/MATERIALS	2,471.28
OMNI CENTRE LLC	RENT - WIC	1,983.00
OPD BUSINESS SOLUTIONS	SUPPLIES - DHS	418.69
OUTDOOR POWER GROUP INC	SUPPLIES - CONSERVATION	1,659.88
PAGE COUNTY (IA)	PRESCRIPTIONS - SWIA MHDS REGION	1,596.14
PARALLEL TECHNOLOGIES INC	PROF SVC - B&G	7,889.04
PARKWILD HEIGHTS LLC	RENT ASSIST - GA	150.00
PEOPLESERVICE INC	UTILITY ASSIST - GA	70.90
PETERSON CONTRACTORS INC	PROF SVC - CONSERVATION	33,928.36
PITNEY BOWES INC	PROF SVC - DHS	19.54
POINT OF VIEW STRATEGIES LLC	PROF SVC - PUBLIC HEALTH	2,387.50
POPCO INC	MO BILL - PLANNING	76.00
POS SUPPLY SOLUTIONS INC	SUPPLIES - SHERIFF	289.95
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	INDIRECT COST - WIC	4,056.09
POTTAWATTAMIE COUNTY CONSERVATION BOARD	PROCESSING FEES - CONSERVATION	370.62
POTTAWATTAMIE COUNTY EMERGENCY MGT AGENCY	EMA 911 CONTRIBUTION - BOARD	2,033,388.50
POTTAWATTAMIE COUNTY IT DEPARTMENT	REIMB LICENSES - WIC	90.00
POTTAWATTAMIE COUNTY JAIL	PRESCRIPTIONS - SWIA MHDS REGION	1,067.94
POTTAWATTAMIE COUNTY SHERIFF	TRANSPORT - BOARD	27,372.72
POTTAWATTAMIE COUNTY TREASURER	VEH REG - CO ATTORNEY	285.00
PROJECT HARMONY	REGISTRATION - CO ATTORNEY	2,700.00
QUADIENT INC	POSTAGE - VARIOUS	2,500.00
QUADIENT LEASING USA INC	PROF SVC - BOARD	1,776.61
R & M HOUSING	RENT ASSIST - GA	575.00
R & S WASTE DISPOSAL LLC	ROADS/UTILITIES	895.15

RACHAEL NAGUNST	SUPPLIES - CONSERVATION	1,844.50
RAFAEL RODRIGUEZ	REIMB EXP - IT	70.20
RAY ALLEN MANUFACTURING LLC	SUPPLIES - SHERIFF	20.95
RAY MARTIN COMPANY OF OMAHA	PROF SVC - COMMUNICATIONS	1,392.64
RDO TRUCK CENTER CO	ROADS/PARTS	1,197.75
RED OAK WELDING SUPPLIES	ROADS/SUPPLIES	547.40
REDWOOD TOXICOLOGY LABORATORY INC	SUPPLIES - JAIL	88.58
REGIONAL WATER INC	MO BILL - CONSERVATION	1,131.00
REM DEVELOPMENTAL SERVICES INC	GRANT - SWIA MHDS REGION	30,524.83
REX SIEVERS	MEETING - BOARD	60.00
REX WOODBURY	REIMB EXP - SHERIFF	139.09
RICHARD C ROSAS	PROF SVC - JAIL	60.00
RIVERBEND APARTMENTS LLC	RENT ASSIST - GA	730.00
RMUS LLC	PROF SVC - SHERIFF	9,009.00
ROBERT HOLST	MEETING - BOARD	60.00
ROBIN AMBROSE	REIMB EXP - SHERIFF	282.91
ROGER CLAUSSEN	PROF SVC - CONSERVATION	1,120.00
RONALD JAMES CISAR	PRESENTER - CONSERVATION	750.00
RYAN OLDEROG	REIMB EXP - SHERIFF	493.47
RYAN PENNEY	REIMB EXP - CONSERVATION	11.34
S & B FEEDYARD INC	PROF SVC - CONSERVATION	70.00
S & L SANITATION ENTERPRISES INC	MO BILL - CONSERVATION	192.00
SAFETY & HEALTH COUNCIL OF GREATER OMAHA INC	REGISTRATION - HR/RISK	400.00
SAFETY KLEEN SYSTEMS INC	ROADS/SUPPLIES	348.21
SAINT JOHN LUTHERAN CHURCH	MO BILL - CONSERVATION	50.00
SAM ASHER COMPUTING SERVICES INC	MO BILL - IT	291.43
SAMUEL ARKFELD	REIMB EXP - SHERIFF	343.06
SANDAU BROTHERS SIGN COMPANY INC	PROF SVC - PUBLIC HEALTH	9,250.00
SAPP BROS INC	FUEL - SHERIFF	10,623.91
SARA THOMSEN	REIMB EXP - CO ATTORNEY	25.00
SARAH ARBOGAST	REIMB EXP - CONSERVATION	209.99
SCHILDBERG CONSTRUCTION COMPANY INC	ROADS/ROCK	244,367.91
SCHOLASTIC INC	SUPPLIES - WIC	2,768.50
SCHROER & ASSOCIATES PC	PROF SVC - JAIL	270.00
SCOTT BELT	REIMB EXP - BOARD	130.15
SDJD BROWN INC	PROF SVC - SHERIFF	10,006.58
SECURITY EQUIPMENT INC	PROF SVC - PUBLIC HEALTH	198.00
SECURMAR LLC	SUPPLIES - SHERIFF	565.00
SEIDL & SEIDL PLC	LEGAL SVC - SWIA MHDS REGION	159.00
SENTRY SECURITY FASTENERS INC	SUPPLIES - JAIL	8,379.84
SF APARTMENTS LLC	RENT ASSIST - GA	600.00
SHELBY COUNTY (IA)	REIMB EXP - SWIA MHDS REGION	381.48
SHELLEY WELTER	REIMB EXP - SWIA MHDS REGION	327.60
SHELLY HOVEY	REIMB EXP - SWIA MHDS REGION	276.12
SHIVE HATTERY INC	PROF SVC - CONSERVATION	7,603.89
SIOUX CITY FOUNDRY COMPANY	ROADS/SUPPLIES	290.82
SIOUX COUNTY (IA)	MH ADVOCATE - SWIA MHDS REGION	406.44
SIR LLC	RENT ASSIST - VA	1,000.00
SITEONE LANSCAPE SUPPLY HOLDING LLC	SUPPLIES - JAIL	1,801.72
SMV FEATHERSTONE LLC	RENT ASSIST - GA	582.00
SNYDER & ASSOCIATES INC	RAILROAD HWY TRL - NON-DEPARTMENTAL	32,529.51
SOUTHWEST IOWA LEADERSHIP ACADEMY	CONTRIBUTION - BOARD	2,500.00
SOUTHWEST IOWA PLANNING COUNCIL	TRANSPORT - SWIA MHDS REGION	2,045.14
SPEE DEE DELIVERY SERVICE INC	PROF SVC - DHS	267.09
STANARD & ASSOCIATES INC	PROF SVC - SHERIFF	221.50
STANDARD AUTO SERVICE CORP	PROF SVC - SHERIFF	2,696.57
STAPLES INC	SUPPLIES - AUDITOR	1,789.16
STAPLES INC	SUPPLIES - DHS	2,484.32
STAR EQUIPMENT LTD	ROADS/PARTS	1,192.65
STATE OF IOWA	MED SVC - MED EXAMINER	32,410.04
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	703.00
STERICYCLE INC	PROF SVC - IT	473.95
STEVEN HANSEN	REIMB EXP - ENV HEALTH	141.00
STRESS FREE LLC	REFUND DUE TO CANCELLATION	633.75
SUNSHINE HOMES INC	GRANT - SWIA MHDS REGION	42,701.33
SUZANNE WATSON	REIMB EXP - SWIA MHDS REGION	100.62
SYMPHONY DIAGNOSTIC SERVICES NO 1	MED SVC - JAIL	402.00
SYNCHRONY BANK	MO BILL - CONSERVATION	193.41
TANNER MILLER	REIMB EXP - SHERIFF	4,389.00
TARALEE HAYNES	REIMB EXP - SHERIFF	11.27
TENEX SOFTWARE SOLUTIONS INC	EQUIP - AUDITOR	10,750.00
TERESA SCHULTZ	REIMB EXP - SHERIFF	609.02
TERRACON CONSULTANTS INC	PROF SVC - SHERIFF	465.25
TERRENCE SHANAHAN	RENT ASSIST - GA	400.00
THE COMMUNITY SUPPORTS NETWORK INC	SUPPORT SVC - SWIA MHDS REGION	3,400.00
THE DAVEY TREE EXPERT COMPANY	ROADS/PROJECT	3,950.00
THE PRIDE GROUP INC	RCF - SWIA MHDS REGION	26,015.70
THERMO KING CHRISTENSEN	ROADS/PARTS	313.35
THIEN FARM MANAGEMENT INC	PROF SVC - CONSERVATION	1,500.00
THINK SPACE IT	PROF SVC - IT	9,056.80
THINK VIDEO LLC	PROF SVC - CO ATTORNEY	1,100.50
TIMOTHY WICHMAN	REIMB EXP - BOARD	178.70
TITAN ENERGY SYSTEMS INC	SUPPLIES - COMMUNICATIONS	159.64
TODD SCHLINES	REIMB EXP - JAIL	30.00
TORYANN CROZIER	PROF SVC - CONSERVATION	430.00
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - SHERIFF	75.00
TREASURER OF STATE OF IOWA	MED SVC - SWIA MHDS REGION	53,248.63
TRISHA BERNHARDS	REIMB EXP - JAIL	154.08
TRIVIUM LIFE SERVICES	GRANT - SWIA MHDS REGION	53,754.36

TW VENDING INC	SUPPLIES - JAIL	258.00
TYLER TECHNOLOGIES INC	PROF SVC - IT	10,973.50
ULTEIG ENGINEERS INC	ROADS/SERVICES	4,818.00
UMB BANK NA	BOND - DBT SVC	3,244,673.33
UNITED CHURCH OF AVOCA	RENT - WIC	50.00
UNITED STATES CELLULAR CORPORATION	MO BILL - COMMUNICATIONS	568.53
US BANK NATIONAL ASSOCIATION	MO BILL - COMMUNICATIONS	4,383.91
US BANK NATIONAL ASSOCIATION	MO BILL - VARIOUS	14,560.90
VAN WALL EQUIPMENT	PROF SVC - CONSERVATION	100.85
VCA INV	PROF SVC - ANIMAL CONTROL	205.50
VERIZON COMMUNICATIONS INC	MO BILL - SHERIFF	11,428.70
VERTIV CORPORATION	PROF SVC - COMMUNICATIONS	6,468.00
VIDANYX INC	SUBSCRIPTION - CO ATTORNEY	10,333.75
VISUAL EDGE INC	ROADS/CENTRAL	318.00
VISUAL EDGE INC	ROADS/SUPPLIES - CENTRAL	26.97
VOCATIONAL DEVELOPMENT CENTER INC	GRANT - SWIA MHDS REGION	36,733.26
VOLANO SOFTWARE LLC	PROF SVC - CO ATTORNEY	1,148.00
W C INVESTMENT CO INC	TRANSPORT - MED EXAMINER	450.00
W W GRAINGER INC	SUPPLIES - CONSERVATION	622.15
WALDSTEIN HVAC LLC	PROF SVC - CONSERVATION	85.00
WALKERS FIRST AVENUE	PROF SVC - SHERIFF	13.35
WAUBONSIE MENTAL HEALTH CENTER	GRANT - SWIA MHDS REGION	31,000.00
WELLS FARGO FINANCIAL LEASING INC	PROF SVC - DHS	971.62
WEST PUBLISHING CORPORATION	PROF SVC - CO ATTORNEY	4,598.18
WESTLAKE HARDWARE INC	SUPPLIES - CONSERVATION	170.64
WEX BANK	ROADS/FUEL	33,546.79
WILLIAM DARRINGTON	PROF SVC - CONSERVATION	1,200.00
WINDSTREAM HOLDINGS INC	MO BILL - SHERIFF	63.20
WINNESHIEK COUNTY (IA)	REIMB EXP - EMA	365.93
WITT OBRIENS LLC	PROF SVC - PUBLIC HEALTH	12,155.00
ZION RECOVERY SERVICES INC	CSRS - SWIA MHDS REGION	43,920.00
ZOHO CORPORATION	SUBSCRIPTION - IT	<u>10,224.00</u>
		8,656,169.22

Fund Summary

Fund	Amount
0001 - GENERAL BASIC FUND	759,327.50
0002 - GENERAL SUPPLEMENTAL FUND	2,116,016.02
0003 - GAMBLING RESOURCES FUND	91,763.91
0005 - WIC/FEDERAL FUNDING FUND	11,717.82
0007 - LOST CONSERVATION FUND	8,443.50
0011 - RURAL SERVICES BASIC FUND	67,290.99
0019 - PROPERTY ACQUISITION & IMPROVEMENT FUND	376,992.65
0020 - SECONDARY ROADS FUND	555,265.85
0023 - REAP FUND	3,505.00
0024 - CO RECORDER'S RECORDS MGMT FUND	18,500.00
0027 - CO CONSERV LAND ACQ	14,153.43
0036 - LOST SOIL CONS WEST FUND	8,653.38
0037 - LOST SOIL CONS EAST FUND	3,590.00
0040 - C.I.T.I.E.S. FUND	100,014.79
0041 - ANIMAL CONTROL DONATIONS FUND	205.50
0042 - AMERICAN RESCUE PLAN ACT (ARPA)	10,000.00
1620 - BOND SERIES 2020A CAPITAL FUND	8,827.30
1630 - BOND SERIES 2021A CAPITAL FUND	1,640.12
1640 - BOND SERIES 2021B CAPITAL FUND	197,326.50
1700 - BIKE TRAIL FUND	66,457.87
2200 - BOND SERIES 2016A DEBT FUND	121,462.50
2210 - BOND SERIES 2018 DEBT FUND	720,525.00
2220 - BOND SERIES 2020A DEBT FUND	793,650.00
2225 - BOND SERIES 2020B (LOSST) DEBT FUND	194,225.00
2230 - BOND SERIES 2021A DEBT FUND	244,050.00
2235 - BOND SERIES 2021C (LOSST) DEBT FUND	400,760.83
2240 - BOND SERIES 2021B DEBT FUND	770,000.00
4000 - EMER MANAGEMENT SERVICE FUND	40,559.52
4010 - E911 FUND	17,802.17
4155 - MHDS REGION FUND	<u>933,442.07</u>
	8,656,169.22

Scheduled Sessions

Ryan Ossell/MAPA

Public Hearing to discuss the status of funding for the Pottawattamie County Flood Buyout Project. The project is being funded by Iowa Flood Recovery Funds, FEMA Hazard Mitigation Grant Program, FEMA Public Assistance, and a Community Development Block Grant (CDBG) awarded by the state of Iowa Economic Development Authority.

PUBLIC NOTICE
AFFIRMATIVE FAIR HOUSING POLICY

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

Pottawattamie County, Iowa, 227 S 6th St, Council Bluffs, Iowa, advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

Pottawattamie County, Iowa shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Pottawattamie County, Iowa has designated the following (person or office) as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: Matt Wyant
OFFICE: Planning Director
ADDRESS: 223 S 6th St, Ste 4
CITY/STATE/ZIP CODE: Council Bluffs, Iowa 51501
PHONE NUMBER: 712-328-5792
HOURS: 8am – 4:30pm



**EQUAL HOUSING
OPPORTUNITY**

PUBLISH DATE: **THURSDAY, JUNE 16, 2022**

PLEASE SEND PROOF OF PUBLICATION TO:
Pottawattamie County
Planning and Development
223 South 6th Street
Council Bluffs, IA 51501

NOTE: THE ABOVE NOTICE IS TO BE PUBLISHED IN:
NONPAREIL

**POTTAWATTAMIE COUNTY
CDBG PROPERTY ACQUISITION ACTIVITIES**

A. GENERAL DESCRIPTION OF ACCOMPLISHMENTS TO DATE

In fall of 2021 work began on the acquisition and demolition of flood damaged properties in Pottawattamie County. To date, the County has procured administrative, appraisal, abstracting and legal, asbestos inspection and testing, and building demolition services. As of the date of this report, 8 properties have been acquired and 6 properties demolished using HMGP and CDBG funds. The remaining 2 homes will be demolished by June 15, 2022.

B. SUMMARY OF EXPENDITURES TO DATE

- Though the project is principally financed with grants from FEMA, Pottawattamie County received a CDBG award of \$500,324 on January 27, 2022 to assist with state and local match requirements. As of 5/31/2022, a total of \$354,140 in CDBG funds have been received by the County.
- The total expected cost for the project is \$2,232,792 and \$1,861,054.17 in project costs have been incurred as of May 31, 2022.

C. GENERAL DESCRIPTION OF REMANING WORK

All 8 homes have been acquired and 6 have been demolished as of May 31, 2022. The remaining 2 homes will be demolished by June 15, 2022.

D. GENERAL DESCRIPTION OF CHANGES MADE TO THE PROJECT BUDGET, PERFORMANCE TARGETS, ACTIVITY SCHEDULE, PROJECT SCOPE, LOCATION, OBJECTIVES OR BENEFICIARIES

No significant changes have been made to the project budget, performance targets, or project scope. The project schedule was changed twice, first with a 90 day extension of the March 15, 2022 deadline for demolition of the homes and then also due to an extended environmental review by FEMA on 2 of the homes in the program. The first 6 homes were demolished and clear site by April 8, 2022. Work is currently underway for the demolition of the final 2 homes, with a deadline of June 15, 2022.

Ryan Ossell/MAPA

**Discussion and/or decision to approve and authorize
Board to sign: Resolution No.
42-2022, Code of Conduct – Federal Grant Funds.**

RESOLUTION NO. 42-2022

CODE OF CONDUCT

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of Pottawattamie County, Iowa engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of Pottawattamie County, Iowa shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or
- d. An organization which employs, or is about to employ any of the above; or, has a financial or other interest in the firm selected for award.

The Pottawattamie County, Iowa officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

FRAUD, WASTE AND ABUSE

Pottawattamie County, Iowa has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the County of Pottawattamie, Iowa of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to (contact at Recipient, address and phone number of contact).

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against Pottawattamie County, Iowa officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Dated this 9th day of June, 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 J. Houser, County Auditor

Ryan Ossell/MAPA

**Discussion and/or decision to approve and authorize
Board to sign: Resolution No.**

**43-2022, Publication of Fair Housing Policy – CDBG-DR
Requirement.**

RESOLUTION NO. 43 - 2022

RESOLUTION DIRECTING THE PLANNING DIRECTOR TO PUBLISH AN AFFIRMATIVE FAIR HOUSING POLICY

WHEREAS, Pottawattamie County, Iowa was awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funding for property acquisitions and demolitions; and

WHEREAS the CDBG-DR Program requires the publication of an Affirmative Fair Housing Policy; and

WHEREAS, said policy has been prepared and available for review.

NOW THEREFORE BE IT RESOLVED, that Pottawattamie County, Iowa directs the Planning Director to publish said policy in the County's official newspaper.

Dated this 9th day of June, 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 J. Houser, County Auditor

Ryan Ossell/MAPA

**Discussion and/or decision to approve and authorize
Board to sign: Resolution No.**

**45-2022, Community Development Block Grant
Subrecipient Procurement Policies and Procedures.**

RESOLUTION NO. 45-2022

Community Development Block Grant Subrecipient Procurement Policies and Procedures

2 *CFR* 200.317 provides that subrecipients of a state that are administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 *CFR* 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 *CFR* Part 200 for units of local government that are subrecipients of CDBG funds.

24 CFR 570.489 (g) Procurement: When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 *CFR* 200.330.

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government.

Procurement Standards

General (Replaces 2 *CFR* 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

Conflicts of interest in awarding contracts (Replaces 2 *CFR* 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

Best Cost (Replaces 2 *CFR* 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering

is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

Responsible Contractors (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price.

Competition (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equivalent" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a

“brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Types of Procurement (Replaces 2 CFR 200.320-based on Iowa Code section 11.118)

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: For supplies and services only. The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.

2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: For non-engineering and architectural services and supplies only. The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email or letter. The subrecipient should solicit at least three prospective service providers. The sub recipient must justify, to IEDA’s satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.

3. **Professional:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: For supplies and services and ALL engineering and architectural services, a subrecipient shall use a formal *competitive selection* process to procure the goods or services.

4. **Sealed bids:** (formal advertising): The sealed bid method is the preferred method for procuring construction. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

The following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);

2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;

4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

5. Any or all bids may be rejected if there is a sound documented reason.

Competitive Selection Process: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source. This type of procurement is referred to as sole-source procurement;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement.

Responsible unit: IEDA project managers verified via monitoring and/or state auditor

Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftcrmportals.com/tsb-search/>;
- (2) Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Recycled Content and Products (Replaces 2 CFR 200.322)

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

Cost Analysis and Contract Price (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action in excess of the small, simple and professional acquisition thresholds, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 - 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Review of Procurement Documents and Procurement System (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a "brand name" product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA's right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

Bonding (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check,

or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

b. A performance bond for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

c. A payment bond for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>
Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

Contract Provisions (Replaces 2 CFR 200.326)

The subrecipient’s contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

ACKNOWLEDGEMENT AND ADOPTION

As a recipient of Community Development Block Grant (CDBG) funds, the (Pottawattamie County) adopts the State of Iowa’s CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within (Pottawattamie County).

Adopted by Pottawattamie County on the 9th day of June, 2022.

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

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

Matt Wilber/Attorney

Discussion and/or decision to approve and authorize the Board to sign Resolution No. 44-2022 entitled: Authorizing the purchase of Property and designating the Board Chair as the Authorized Representative to sign any necessary documents to effectuate said Purchase.

RESOLUTION NO. 44-2022

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY AND DESIGNATING THE BOARD CHAIR AS THE AUTHORIZED REPRESENTATIVE TO SIGN ANY NECESSARY DOCUMENTS TO EFFECTUATE SAID PURCHASE.

WHEREAS, on May 31, 2022, and June 9, 2022, the Pottawattamie County Board of Supervisors met in open session to discuss the purchase of property from Jill Fischer and Roger Olsen, specifically:

See attached legal description.

WHEREAS, the purchase of this property is in the best interest of Pottawattamie County and will be used to continue the county trail system along Railroad Highway for the enjoyment of all citizens of, and visitors to, Pottawattamie County.

WHEREAS, the acquisition of this property was discussed at a Public Hearing of the Pottawattamie County Board of Supervisors on June 8, 2021.

WHEREAS, following the Public Hearing, the County and the current owners have been engaging in negotiations pursuant to Iowa Code 6B.2B and have settled on a purchase price of \$84,370, which is within the range of value allowed to be paid under Iowa Code Chapter 6B.

WHEREAS, the current owners will be conveying the property by virtue of a Quitclaim Deed, an unsigned copy of which is attached hereto.

WHEREAS, the current owners have asked for a Permanent Easement to allow them access to contiguous farmland, an unsigned copy of which is attached hereto.

WHEREAS, the current owners have asked for a Temporary Easement to allow them to harvest hay from the property for the next five growing seasons, an unsigned copy of which is attached hereto.

THEREFORE, BE IT RESOLVED by the Pottawattamie County Board of Supervisors that:

1. The Pottawattamie County Board of Supervisors is authorized to purchase the abovementioned property on behalf of Pottawattamie County.
2. Board Chair Tim Wichman is designated as the Authorized Representative of the Pottawattamie County Board of Supervisors and is empowered to sign any and all documents necessary to effectuate said purchase.

DATED this 9 day of June, 2022.

	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 J. Houser, County Auditor

**QUIT CLAIM DEED
Recorder's Cover Sheet**

Preparer Information: Matthew D. Wilber, 227 S 6th Street, Council Bluffs, IA 51501, Phone:
(712) 328-5649

Taxpayer Information: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Return Document To: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Grantors: Roger E. Olsen, Patricia J. Olsen and Andrew J. Fischer, Jill A. Fischer

Grantees: Pottawattamie County, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of _____ Dollar(s) and other valuable consideration, Roger E. Olsen and Patricia J. Olsen, husband and wife, and Andrew J. Fischer and Jill A. Fischer, husband and wife, do hereby Quit Claim to Pottawattamie County, Iowa all our right, title, interest, estate, claim and demand in the following described real estate in Pottawattamie County, Iowa:

See Attached Legal Description marked as Attachment "A"

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____.

Roger E. Olsen, Grantor

Patricia J. Olsen, Grantor

Andrew J. Fischer, Grantor

Jill A. Fischer, Grantor

STATE OF IOWA COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on the _____ day of June, 2022 by Roger E. Olsen and Patricia J. Olsen, as husband and wife.

Signature of Notary Public

STATE OF IOWA COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on the _____ day of June, 2022 by Andrew J. Fischer and Jill A. Fischer, as husband and wife.

Signature of Notary Public

ATTACHMENT "A"

Parcel "E"- A parcel of land located in part of the SE1/4 of the SW1/4 in Section 2, Township 75 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, as more particularly described in Plat of Survey Filed January 25, 2022, in Book 2022 at Page 01246.

AND

Parcel "21336" - A parcel of land located in part of the NE1/4 of the SW1/4 in Section 2, Township 75 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, as more particularly described in Plat of Survey Filed January 25, 2022, in Book 2022 at Page 01246.

AND

Parcel "21337"- A parcel of land located in part of the NW1/4 of the SE1/4 in Section 2, Township 75 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, as more particularly described in Plat of Survey Filed January 25, 2022, in Book 2022 at Page 01246.

AND

"Parcel "21359"- A parcel of land located in part of the SW1/4 of the NE1/4 in Section 2, Township 75 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, as more particularly described in Plat of Survey Filed January 25, 2022, in Book 2022 at Page 01246.

**EASEMENT
Recorder's Cover Sheet**

Preparer Information: Matthew D. Wilber, 227 S 6th Street, Council Bluffs, IA 51501, Phone:
(712) 328-5649

Taxpayer Information: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Return Document To: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Grantors: Pottawattamie County, Iowa

Grantees: Roger E. Olsen and Jill A. Fischer

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



PERMANENT EASEMENT

For the consideration of _____ Dollar(s) and other valuable consideration, Pottawattamie County, Iowa, Grantor, does hereby grant an Easement to Roger E. Olsen and Jill A. Fischer, Grantees, does hereby grant an Easement as further described below to the following described real estate in Pottawattamie County, Iowa:

See Attached Legal Description marked as Attachment “A” (herein the “Easement Area”).

Conditions of easement:

1. Grantor/Pottawattamie County, for itself and its successors, and assigns, does hereby grant unto the Grantees/Jill A. Fischer and Roger E. Olsen, for the Grantees' benefit, and for the benefit of the Grantees' respective heirs, successors, and assigns, a perpetual access easement for ingress and egress from the public road commonly known Hanie Avenue lying South of the real estate conveyed from the Grantor to the Grantees to the portion of Grantees' Real Estate located West of the former R.R. R.O.W. in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 75 North, Range 43 West of the 5th P.M., all over and across the following described real estate for agricultural purposes including, but not limited to, moving Grantees' farm equipment.

2. The easement herein granted to the Grantees and the Grantees' respective heirs, successors, and assigns is not an exclusive easement and the Grantor and the Grantor's successors, and assigns shall have the right to use the Easement Area in any manner that does not interfere with Grantees' and the Grantees' respective heirs, successors, and assigns' exercise of the rights granted under this Agreement.

3. Grantor shall be responsible for maintenance and repair of the Easement Area at Grantor's expense. Notwithstanding the foregoing provisions of this paragraph, if either Grantees and Grantees' heirs, successors and assigns or Grantors and Grantors' successors and assigns shall cause any injury or damage to the Easement Area that requires the completion of repairs to the Easement Area, the party causing the injury or damage to the Easement Area shall be responsible for 100% of the repairs to the Easement Area required due to such injury or damage and either party may complete such required repairs.

4. If either party shall fail to comply with the terms of this agreement, this easement shall not terminate but the other party may bring an action at law or in equity to enforce the terms and conditions of this easement, recover damages, including reasonable attorney fees, and to seek any other remedy as may be permitted by law. The successful party in any action brought to require the compliance with the terms hereof, to enforce the terms hereof, to seek damages for violation of the terms hereof or to obtain a judicial declaration as to any of the terms hereof shall be entitled to collect reasonable attorney fees from the other party.

Dated: _____.

Tim Wichman, Board Chair, on behalf of
Pottawattamie County, Iowa

STATE OF IOWA COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on the ____ day of June, 2022 by Tim
Wichman, Chairperson of the Board of Supervisors of Pottawattamie County, Iowa.

Signature of Notary Public

ATTACHMENT "A"

Parcel "E"- A parcel of land located in part of the SE1/4 of the SW1/4 in Section 2, Township 75 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, as more particularly described in Plat of Survey Filed January 25, 2022, in Book 2022 at Page 01246.

AND

Parcel "21336" - A parcel of land located in part of the NE1/4 of the SW1/4 in Section 2, Township 75 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, as more particularly described in Plat of Survey Filed January 25, 2022, in Book 2022 at Page 01246.

**TEMPORARY EASEMENT
Recorder's Cover Sheet**

Preparer Information: Matthew D. Wilber, 227 S 6th Street, Council Bluffs, IA 51501, Phone:
(712) 328-5649

Taxpayer Information: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Return Document To: Pottawattamie County, Iowa 227 S. 6th Street, Council Bluffs, IA
51501

Grantors: Pottawattamie County, Iowa

Grantees: Roger E. Olsen and Jill A. Fischer

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



TEMPORARY EASEMENT

For the consideration of _____ Dollar(s) and other valuable consideration, Pottawattamie County, Iowa, Grantor, does hereby grant to Roger E. Olsen and Jill A. Fischer, Grantees, a Temporary Easement as further described below to the following described real estate in Pottawattamie County, Iowa:

See Attached Legal Description marked as Attachment “A” (herein the “Easement Area”).

Conditions of easement:

1. Grantor/Pottawattamie County, for itself and its successors, and assigns, does hereby grant unto the Grantees/Jill A. Fischer and Roger E. Olsen, for the Grantees' benefit, and for the benefit of the Grantees' respective heirs, successors, and assigns, a temporary easement for entry onto the Easement Area property for the purpose of harvesting hay which is growing on the Easement Area property as of the date of conveyance.

2. The easement herein granted to the Grantees and the Grantees' respective heirs, successors, and assigns shall expire at the end of the next five (5) hay growing seasons which is expected to be on or about October 31, 2026.

3. Grantees shall not plant hay on the easement after the date of conveyance.

Dated: _____.

Tim Wichman, Board Chair, on behalf of
Pottawattamie County, Iowa

STATE OF IOWA COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on the ____ day of June, 2022 by Tim Wichman, Chairperson of the Board of Supervisors of Pottawattamie County, Iowa.

Signature of Notary Public

ATTACHMENT "A"

Parcel "E"- A parcel of land located in part of the SE1/4 of the SW1/4 in Section 2, Township 75 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, as more particularly described in Plat of Survey Filed January 25, 2022, in Book 2022 at Page 01246.

AND

Parcel "21336" - A parcel of land located in part of the NE1/4 of the SW1/4 in Section 2, Township 75 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, as more particularly described in Plat of Survey Filed January 25, 2022, in Book 2022 at Page 01246.

AND


Parcel "21337"- A parcel of land located in part of the NW1/4 of the SE1/4 in Section 2, Township 75 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, as more particularly described in Plat of Survey Filed January 25, 2022, in Book 2022 at Page 01246.

AND

"Parcel "21359"- A parcel of land located in part of the SW1/4 of the NE1/4 in Section 2, Township 75 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, as more particularly described in Plat of Survey Filed January 25, 2022, in Book 2022 at Page 01246.

**Jason Slack /Director, Building
and Grounds and Steve
Winchell/Captain, Jail, and
James Franks/Mechanical
Engineer from DLR Group**

**Discussion and/or decision on awarding the Jail Chiller
Replacement contract to Grunwald Mechanical in the
amount of \$716,373.**

COMBINED CONTRACT	FLUID MECHANICAL	MMC	PRAIRIE MECH	RAY MARTIN COMPANY	GRUNWALD MECHANICAL			
BID BOND	X			X	X			
ADDENDUMS:								
Addendum No. 1 dated May 25, 2022	X			X	X			
Addendum No. 2 dated May 26, 2022	X			X	X			
LUMP SUM BASE BID:	\$757,600.00			\$863,700.00	\$716,373.00			
PRIME SUBCONTRACTORS:								
Electrical work:	Downs Electric			Ray Martin	Bluffs Electric			
				Note: Lead time for Chiller ~ 35 to 36 weeks				
BID TABULATION	Wednesday, June 1, 2022 at 2:00 PM (CDT)							
Pottawatomie County Sheriff's Office Chiller Replacement 1400 Big Lake Road Council Bluffs, IA 51501 DLR Group Project No. 11-22109-00				 ARCHITECTURE ENGINEERING PLANNING INTERIORS				

Other Business

**Jana Lemrick/Director, Human
Resources and Steve
Winchell/Captain, Jail**

**Discussion and/or decision to update the Business
Manager job description to Jail Office Coordinator.**

POTTAWATTAMIE COUNTY
SHERIFF'S DEPARTMENT JOB DESCRIPTION

POSITION TITLE: Office Coordinator

REPORTS TO: Sheriff, Chief Deputy, Jail Captain

SUPERVISES: Selected Clerical Staff

Exemption Status: Non-Exempt

Pay Grade: 522

PURPOSE OF POSITION:

Responsible for providing administrative services, supervising office procedures, and assisting the Sheriff and Jail Captain or Jail Administrator in ensuring efficient operation of a Sheriff's Office Division. This is a confidential position reporting to the Sheriff or Administrator of the Division.

ESSENTIAL FUNCTIONS:

Provide the necessary information to prepare an accurate annual division budget, assist in budget preparation and in presenting and explaining proposed budget amendments to the Board of Supervisors. Serves as the budget coordinator for the division.

Assist in supervising selected clerical staff including monitoring work performance, conducting evaluations, checking the progress of work activity and recommendations for promotion and discipline.

Conduct new employee onboarding in coordination with the County HR Department for orientation for benefit sign up and prepare changes in IPERS, taxes and other personal information for submittal to the payroll department for their division.

Compute overtime, sick leave, vacation, and hours of work records for the division and ensure accuracy of payroll records.

Prepare various division records and reports including, but not limited to attendance and overtime records, salary records, jail compliance records and Worker's Compensation records.

Establish and maintain an accurate file system of official documents, personnel records, periodicals, reports, forms, correspondence, and minutes which may be of a confidential or politically sensitive nature.

Answer the telephone, take messages, refer callers to the appropriate source for assistance or provide information to callers according to departmental procedures.

Greet individuals who come to the division, ascertain their needs, direct them to the appropriate sources for assistance and/or independently answer their questions regarding operating procedures, policies, and regulations.

Maintain up to date appointment schedule for supervisors.

Compose responses to correspondence according to departmental procedures.

Compile and type departmental communications and records, including correspondence, reports, and forms from rough draft.

Perform bookkeeping functions such as preparing deposits, receipts, vouchers for payment of bills, forwarding warrants to the Auditor's office and posting entries into ledgers.

Attendance is an essential function of this position.

Maintains inventory of office supplies and orders as necessary. Responsible for ensuring that office equipment is in proper working order and schedules maintenance repairs as needed.

MARGINAL FUNCTIONS:

Perform other duties as directed or as the situation dictates.

ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY

Knowledge of finance, budgeting and cost control procedures and projections.

Thorough knowledge of routine office procedures, standard clerical techniques, and office equipment. Good knowledge of law enforcement or jail operations, functions, procedures, and policies. Good knowledge of the English language and proper grammar, spelling and punctuation.

Good knowledge of and ability to utilize proper telephone etiquette. Good knowledge of and ability to utilize basic bookkeeping procedures.

ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY: (continued)

Ability to perform basic input, retrieval and spreadsheet functions utilizing a personal computer.

Ability to communicate effectively, both orally and in writing. Ability to understand and follow both oral and written instructions.

Ability to establish and maintain effective working relationships with the general public, government officials, law enforcement agencies and fellow employees.

Ability to maintain the confidentiality of all departmental communications, documents, and correspondence.

Ability to plan and organize a personal work schedule, set priorities, and meet deadlines.

ESSENTIAL EDUCATION, CERTIFICATIONS and LICENSES:

Applicant must possess a high school diploma or GED.

Must have experience in fiscal management, budget, and the ability to supervise selected clerical employees.

Applicant must have a valid driver's License at the time of hire.

Applicant must meet the criminal history requirements of National Crime Information System and the IOWA criminal information system.

ESSENTIAL PHYSICAL DEMANDS and TYPICAL WORKING CONDITIONS

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

Attendance at work is an essential function of this job. Work is generally performed indoors in an office setting and requires some physical activity including extended periods of sitting and typing on a keyboard or ten key, walking, kneeling, bending, crouching, reaching, stooping, and climbing. An incumbent must have the ability to transport themselves to and from various locations throughout the Sheriff's Office.

An incumbent must have the ability to frequently push, pull, lift and/or carry equipment, supplies and other materials weighing up to 10 lbs., and to occasionally push, pull, lift and/or carry equipment supplies and other materials weighing up to 25 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity to use hands and arms to reach, handle, grasp and feel, operate standard office equipment and any other equipment that is used to perform the essential functions of this job.

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

Work requires interaction with the general public and may be stressful when dealing with the population served by

X

Employee Signature

Employee Signature

Date

Supervisor Signature

Date

Jana Lemrick/Director, Human **Resources**

Discussion and/or decision to approve and authorize Board to sign Local 2364 American Federation of State, County and Municipal Employees (AFSCME) Courthouse Employees Agreement, effective July 1, 2022, through June 30, 2025.

AGREEMENT

BETWEEN

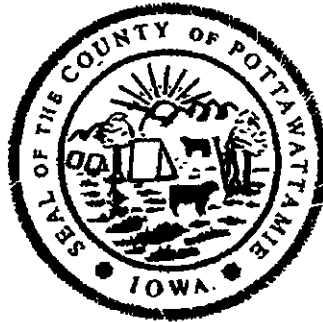
POTTAWATTAMIE COUNTY, IOWA

AND

LOCAL 2364, AMERICAN FEDERATION OF STATE,

COUNTY, AND MUNICIPAL EMPLOYEES

Courthouse Employees
AFSCME/Iowa Council 61



July 1, 2022

to

June 30, 2025

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Preamble

THIS AGREEMENT is executed by Pottawattamie County, Iowa, hereinafter called “Employer”, and Local 2364, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called “Union”.

ARTICLE 1
Recognition

Section 1. 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 dated May 3, 1994, in PERB Case No. 5020 and amended to-wit:

INCLUDED: Full and part-time employees in the County Attorney, Planning & Development, Auditor, Recorder, Building & Grounds, Treasurer and Mental Health departments which have incumbents in the following job classifications:

Receptionist	Maintenance Worker I
Secretary	Maintenance Worker II
Secretary II	Maintenance Worker III
Administrative Assistant	Recycling Attendant
Clerk I	Custodian
Clerk II	Account Clerk II
Account Clerk I	Legal Assistant
Tax and Deed Specialist I	Tax and Deed Specialist II

EXCLUDED: County Attorney, Chief Deputy County Attorney, Assistant County Attorney, Attorney, County Auditor, First and Second Deputies in the Auditor’s, Recorder’s and Treasurer’s offices, Payroll/Benefit Specialist, Building & Grounds Superintendent, Director of Planning & Development, County Recorder, County Treasurer and all other employees excluded by Section 4 of the Act, and including or excluding those employees added or deleted to the bargaining unit by the Employment Relations Board during the effective period of this Agreement.

ARTICLE 2
Intent and Purpose

Section 1. The Employer, the Union and the employees, recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Pottawattamie County.

Section 2. The Employer, the Union and the 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 Pottawattamie County.

ARTICLE 3
Definitions

Section 1. A full-time employee is an individual who is hired for a period of forty (40) hours per week, or more.

Section 2. Appointing authority is defined as County officials who have the authority to appoint individuals to positions in the County service.

Section 3. A regular employee is an employee, other than a temporary employee, who has completed the introductory period.

Section 4. Except where the context clearly indicates otherwise, the word “employee” when used in this Agreement, shall be limited to mean “regular” employee.

Section 5. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 6. Union, as referred to in this Agreement, shall mean Local 2364 of the American Federation of State, County and Municipal Employees, AFL-CIO.

Section 7. Employer, as referred to in this Agreement, shall mean Pottawattamie County, Iowa, acting through its Board of Supervisors, elected officials or other persons designated by the Board of Supervisors to act on its behalf.

Section 8. Bargaining until shall refer to the regular employees within the eligible job classifications pursuant to the Order of Certification in Case No. 5020 of the Iowa Public Employment Relations Board, as it may be amended from time to time.

Section 9. Board, as referred to in this Agreement, shall mean the Pottawattamie County Board of Supervisors.

Section 10. County, as referred to in this Agreement shall mean Pottawattamie County, Iowa.

ARTICLE 4
Management Rights

Section 1. 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, exclusively and without limitation to the Employer, to-wit:

- a) The right to manage the Employer's operations and to direct the working force;
- b) The right to hire employees;
- c) The right to maintain order and efficiency;
- d) 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;
- e) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- f) The right to create, modify and terminate departments, job classifications and job duties;
- g) The right to transfer, promote and demote employees;
- h) The right to discipline; and the right to suspend or discharge employees for proper cause;
- i) The right to lay off;
- j) The right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work and the number of persons to be employed by the Employer at any time;
- 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 membership or non-membership in the Union.

Section 2. 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

Section 1. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and 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 possible cost. The Union, therefore, agrees to cooperate in the attainment of the 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 actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) That it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union and the public.

Section 2. The Employer will not interfere with the rights 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 or 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, or 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 operations of the Employer.

Section 3. For the purpose of conducting Union business, the Employer agrees that a duly authorized representative of the Union may have access to the Employer's premises at reasonable times during working hours with the prior consent of the supervisor. Such visits shall not interfere with the performance of the job duties of any employee.

Section 4. The Employer agrees to furnish and maintain one bulletin board or portions of bulletin boards, in convenient places in County offices to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 5. The Employer may permit a limited amount of legitimate Union activity, including new employee union orientation, by local Union representatives, provided that such activity does not interfere with the performance of the job duties of any employee or cause any employee to be away from his assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. New employee union orientation will take place within the first two weeks of employment with the local union president or designee. When circumstances allow, the local Union representative shall request the amount of time off needed to conduct union activities, one (1) work day in advance. The request shall be made to the employee's immediate supervisor. The names of such authorized representatives shall be supplied to the Board of Supervisors, County Attorney, County Auditor, County Recorder and County Treasurer

in writing and updated as changes occur.

Section 6. The Employer agrees that if negotiation meetings are mutually agreed upon to take place during working hours, the Employer will allow one employee from each department represented time off to attend such meetings without loss of pay.

ARTICLE 6
Work Stoppage

Section 1. The Employer agrees that during the term of this agreement, it will not engage in any lockout of its employees.

Section 2. 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 operations of the Employer.

Section 3. 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 operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article or of Section 12 of the Act by the 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.

Section 5. In the events of a violation of any section above, all legal censures of the Act shall apply.

ARTICLE 7
Hours of Work

Work schedules are defined as an employee's assigned hours, day of week, days off and shift rotations. Schedule changes shall not be made for the purpose of avoiding overtime. Except for emergency situations, work schedules shall not be changed unless said changes are posted seven (7) days prior to the effective date of change. Such changes shall be made for the purpose of more effectively or economically carrying out the Employer's mission.

Overtime will be offered in a fair and equitable manner. Supervisors will not receive preferential treatment to choose overtime, however, understanding that at times, a supervisor may be called to address the situation rather than an employee, based on the nature of the request.

ARTICLE 8
Grievance Procedure

It is the policy of Pottawattamie County that employees should have an opportunity to present their employment-related complaints and to appeal adverse employment related decisions through a grievance procedure. The County will attempt to resolve promptly all disputes that are appropriate for handling under this policy.

Comments:

- (1) An appropriate grievance is defined as an employee's expressed dissatisfaction concerning any interpretation or application of an employment-related policy by their Department Head, immediate supervisor, or other employees. Examples of matters that may be considered appropriate grievances under this policy include:
 - (a) A belief that County policies, practices, rules, regulations, or procedures have been applied inconsistently to an employee;
 - (b) Treatment considered unfair by an employee;
 - (c) Alleged discrimination, for example, because of race, color, sex, sexual orientation, gender identity, age, religion, national origin, marital status, or disability; and
 - (d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, performance review, salary, or seniority.
- (2) Grievances shall be presented in writing on a form provided by the employer. The grievance will be processed until the employee is satisfied, does not file a timely appeal, or exhausts the right of appeal under the policy. A decision becomes binding on all parties whenever an employee does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists. Time frames may be extended if agreed to by both parties.
- (3) Employees who believe they have an appropriate grievance should proceed as follows:

- (a) Step One — Promptly bring the complaint to the attention of the immediate supervisor within seven (7) calendar days from the date the action took place to cause the grievance. If the grievance involves the supervisor, then the employee may proceed directly to Step Two. The supervisor, if authorized should investigate the complaint or attempt to resolve it, and give a decision to the employee within seven (7) calendar days. The supervisor should prepare a written and dated summary of the grievance and proposed resolution for the employee's personnel file. If the employee is not satisfied with the response of the supervisor, the employee may proceed to Step Two.
 - (b) Step Two — Appeal the decision to the Department Head, if dissatisfied with the supervisor's decision, or initiate the procedure with the Department Head if Step One has been bypassed. This appeal must be made within seven (7) calendar days using the grievance form provided for this purpose. The Department Head will, in a timely fashion, confer with the employee, the supervisor, and any other employees considered appropriate; investigate the issues; and communicate a decision in writing to all the parties involved within seven (7) calendar days. If the employee is not satisfied with the response of the Department Head, the employee may proceed to Step Three.
 - (c) Step Three — Appeal the decision to the Board of Supervisors. This appeal must be made within seven (7) working days from the date a decision was rendered in Step One or Two. The Board of Supervisors will schedule an appeal hearing and will take the necessary steps to review and investigate the grievance. The Board of Supervisors will issue a written, final, and binding decision within seven (7) calendar days from the date of the hearing.
- (4) Final decisions on grievances will not be precedent-setting or binding on future grievances unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date the action took place to cause the grievance
 - (5) Information concerning an employee grievance should be confidential. Supervisors, Department Heads, and others who investigate a complaint may discuss it only with those individuals who have a need to know about it or who are needed to supply necessary background information or advice.
 - (6) Time spent by employees in grievance discussions with their Supervisor or Department Head during their normal working hours will be considered hours worked for pay purposes.

- (7) Employees will not be penalized for the proper use of the grievance procedure. However, it is not considered proper use if an employee raises complaints in bad faith or solely for the purposes of delay or harassment or repeatedly raises merit less disputes. Implementation of the grievance procedure by an employee does not limit the right of the County to proceed with any disciplinary action that is not in retaliation for the use of the grievance procedure. In addition, employees, supervisors and Department Heads are prohibited from retaliating against an employee who properly uses the grievance procedure.
- (8) The County may, at its discretion, refuse to proceed with any dispute it determines is improper under this policy. Further, this policy does not alter the employment-at-will relationship in any way.

ARTICLE 9
Health and Safety

No employee shall be required to perform work which they reasonably believe to be a hazard to their health or safety or that of any other employee, or for which they are inadequately trained. In cases where the employer disputes the existence of a hazard, the employee shall have the right to continue to refuse the work in question until the dispute has been settled through the grievance procedure.

ARTICLE 10

Wages

Section 1. Employees shall be compensated in accordance with the wage schedules attached hereto marked Appendix A, herein incorporated by this reference.

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% wage increase.

Section 2. The same compensation shall continue from year to year during the effective period of this agreement unless the party seeking modification shall cause a written notice to be served on the other party not later than October 1, of the year prior to the time when modification is desired. Accordingly, if a change in compensation is requested for the fiscal year beginning July 1st, notice must be given prior to October 1st.

Section 3. Employees shall be issued their paychecks bi-weekly on the Friday of the appropriate week. In the event that such Friday is a holiday, employees shall be issued their paychecks on the day immediately preceding such Friday which is not a holiday.

Section 4. Employees hired after July 1, 2005 are required to have direct deposit of the employees bi-weekly paycheck and an electronic paystub will be sent to them via email or U.S. mail.

For those hired prior to July 1, 2005, the employee may have the option of direct deposit. Employees who choose direct deposit may have their pay stub emailed to them or sent to them via U.S. mail. Employees who do not direct deposit their paycheck may pick their paycheck up from the Auditor's office on paydays or they may choose to have their paycheck delivered to them via U.S. mail.

Section 6. Employees who are eligible for step increases shall receive the step increase effective July 1, 2022.

Section 7. The parties agree to reopen the contract and negotiate for wages only for 2023-2024 and 2024-2025.

ARTICLE 11

General Provisions

Section 1. 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.

Section 2. 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, the Employer and the Union may agree to negotiate a substitute for the invalidated Article, section or portion thereof.

Section 3. This agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals 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 this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such 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.

Section 4. When existing rules, new rules and/or new or existing policies are changed or are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive days before becoming effective. These work rules shall be reasonable and not conflict with any of the provisions of this Agreement. The Union shall initial the posting of rules and policies for notification purposes only.

Section 5. An employee or their designated representative, with written permission of the employee, shall have access to any material entered into the employee's personnel file by the Employer. In order to review the employee's personnel file, the employee or their designated representative must schedule an appointment with the Auditor's Office. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Section 6. A committee will be set up for meeting quarterly to discuss issues of concern to both the employees and the Employer. The committee will consist of eight (8) members, four (4) members selected by the Union and four (4) members selected by the Employer. The purpose of this committee shall be to afford both labor and management a forum in which to communicate on items that may be of interest to both parties. The committees are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representative will be in pay status for all time spent in Labor Relations Committee meetings which are held during their regularly scheduled

hours of employment.

Section 7. If an employee is requested to work in a higher rated job classification for a period exceeding five (5) consecutive working days, he/she shall receive at least the minimum hourly rate for the higher rate job classification effective on the sixth (6th) day that he/she so works, and shall be returned to his/her regular rate of pay upon completion of his/her temporary assignment.

Section 8. Time clocks may be used by departments located within the County Courthouse. The usage of time clocks shall be at the discretion of the department head. Upon request to the department head, employees and union representatives will be allowed to review time cards and corresponding payroll sheets submitted to the Auditor's office.

July 1, 2022

Step increases effective July 1, 2022

	STEP 1 START	STEP 2 END 1 YEAR	STEP 3 END 2 YEARS	STEP 4 END 3 YEARS	STEP 5 END 4 YEARS	STEP 6 END 5 YEARS	STEP 7 END 6 YEARS	STEP 8 END 7 YEARS	STEP 9 END 8 YEARS	STEP 10 END 9 YEARS	STEP 11 END 10 YEARS
GRADE 7											
	15.56	15.95	16.35	16.75	17.17	17.60	18.04	18.49	18.96	19.43	19.92
GRADE 8	Custodian										
	15.99	16.39	16.80	17.22	17.65	18.09	18.54	19.01	19.48	19.97	20.47
GRADE 9											
	16.46	16.87	17.29	17.73	18.17	18.62	19.09	19.57	20.06	20.56	21.07
GRADE 10	Recycling Center Operator										
	16.94	17.36	17.80	18.24	18.70	19.16	19.64	20.13	20.64	21.15	21.68
GRADE 11	Animal Control Officer I										
	17.44	17.88	18.32	18.78	19.25	19.73	20.22	20.73	21.25	21.78	22.32
GRADE 12	Treasurer Clerk, Clerk II-Recorder, Clerk II-BOH, PT Clerk II-Planning, Clerk II-Elections										
	17.93	18.37	18.83	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.95
GRADE 13	Certified Animal Control Officer										
	18.49	18.95	19.43	19.92	20.41	20.93	21.45	21.98	22.53	23.10	23.67
GRADE 14											
	19.05	19.53	20.02	20.52	21.03	21.56	22.10	22.65	23.22	23.80	24.39
GRADE 15	Account Clerk II, Account Clerk-Recorder										
	19.67	20.17	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18
GRADE 16	Maintenance Worker, Environmental Health Inspector I										
	39.91	40.91	41.93	42.98	44.05	45.15	46.28	47.44	48.62	49.84	51.09
GRADE 17											
	20.87	21.39	21.93	22.48	23.04	23.61	24.20	24.81	25.43	26.07	26.72
GRADE 18											
	21.49	22.03	22.58	23.15	23.73	24.32	24.93	25.55	26.19	26.84	27.51

*Note - Figures have been rounded for the purpose of this document.
 Official hourly wage rates are calculated by the Auditor's office/Payroll Division

ARTICLE 12
Effective Period

Section 1. This agreement shall be effective July 1, 2022, and shall remain in full force and effect through June 30, 2025.


Section 2. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than October 1, of each year that it wishes to modify this agreement.

Section 3. 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.

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL #3364, COURTHOUSE

POTTAWATTAMIE COUNTY
BOARD OF SUPERVISORS

BY: 
President

BY: _____
Chairman

BY: _____
Member

BY: _____
Member

BY: Andrew W Smith
Member

BY: _____
Member

BY: Jules Wake Abel
AFSCME/IA Council 61

BY: _____
Member

BY: Jana Lemick
County Negotiator

BY: _____
Member

Jana Lemrick/Director, Human **Resources**

Discussion and/or decision to approve and authorize Board to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME), Local 2364 Agreement for maintenance and custodial staff assigned to the Pottawattamie County Jail, effective July 1, 2022, through June 30, 2025.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
POTTAWATTAMIE COUNTY
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME),
LOCAL 2364**

Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) (hereinafter the "Bargaining Unit") are parties to a Collective-Bargaining Agreement and have agreed to certain terms and conditions supplemental pay for maintenance and custodial staff assigned to the Pottawattamie County jail.

It is agreed between the parties that effective July 1, 2022 – June 30, 2025 that maintenance and custodial staff assigned to the jail on a permanent basis shall receive an additional fifty cents (\$.50) per hour.

Maintenance and custodial staff directed to work within the secure parameters of the jail or juvenile detention facility on a temporary basis shall receive fifty cents (\$.50) per hour for every hour actually worked within the facility.

Maintenance Workers may accrue 60 hours of compensatory time.

SO AGREED this ____ day of _____ 2022

Pottawattamie County Board
Of Supervisors Chairman



AFSCME/IA Council 61

Jana Lemrick/Director, Human **Resources**

Discussion and/or decision to approve and authorize Board to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME), Local 2364-911 Agreement for the employees of the Pottawattamie County Communications Center, effective July 1, 2022, through June 30, 2023.

**(MEMORANDUM OF UNDERSTANDING
BETWEEN
POTTAWATTAMIE COUNTY
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME),
LOCAL 2364-911**

Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) (hereinafter the "Bargaining Unit") are parties to a Collective-Bargaining Agreement and have agreed to certain terms and conditions supplemental pay for Employees of the Pottawattamie County Communications Center covered under the contract.

It is agreed between the parties that this memorandum of understanding will be effective July 1, 2022 – June 30, 2023.

Reference to Article 9, Section 2 in the Union Contract

Employees shall receive twelve (12) hours of holiday leave for each of the holidays mentioned in the union contract. New Employees hired after January 1st shall receive holiday leave on a prorated basis for the first year of their employment. Holiday leave must be taken in twelve (12) hour increments.

Reference to Article 11 in the Union Contract

On January 1st of each calendar year, each Employee will be granted twenty-four (24) personal hours with pay that must be used within the calendar year. For Employees hired after January 1st, personal hours will be prorated by a quarter. Employees hired between January 2nd and March 31st will be granted eighteen (18) personal hours. Employees hired between July 1st and September 30th will be granted six (6) personal hours.

Reference to Article 19, Section 1 in the Union Contract

Employees shall bid shifts on an annual basis. All bidding for shifts and days off shall occur between October 1st and October 31st of each year, unless mutually agreed to otherwise by the Employer and the Union. Shift changes will begin at or near the first new pay period after January 1st, for payroll and scheduling purposes. Shift preference and days off shall be awarded by seniority within job classification. The Employer shall notify those persons affected by shift changes no less than seven (7) days prior to the change taking place.

The change from eight (8) hours shift to twelve (12) hours is not intended to increase any benefits from the prior contract year. For example, employees will continue to earn twelve (12) hours of sick time each month, this does not increase due to the shift change. any reference to hours worked will refer to the new twelve (12) hours shifts rather than previous eight (8) hour shifts.

SO AGREED this _____ day of _____ 2022

Pottawattamie County Board
Of Supervisors Chairman

/s/ Julie Dake Abel
AFSCME/IA Council 61

Received/Filed

Public Comments

Closed Session