

Consent Agenda

June 14, 2022

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 9:30 A.M. All members present. 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. June 9, 2022, Minutes as read.
- B. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Kum and Go #23, Neola.
- C. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's Marketing Company DBA Casey's #3204, Minden.
- D. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Casey's Marketing Company DBA Casey's #3205, Council Bluffs.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Schultz, second by Shea, to canvass 2022 Primary Election, and to authorize Auditor to pay election costs. The names of the candidates nominated for county office and the offices for which they were nominated are as follows:

Board of Supervisors -Republicans - Scott Belt, Susan Miller, Jeff Jorgensen, and Democrat -Jeff Shudak.
County Treasurer – Republican -Lea Voss and no one for the Democrat party.

County Recorder – Republican - Andrew Moats and no one for the Democrat party.

County Attorney – Republican - Matthew Wilber and no one for the Democrat party.

UNANIMOUS VOTE. Motion Carried.

Paula Hazelwood/Executive Director, Advance Southwest Iowa Corporation and the Team from McClure and Representative from Iowa West Foundation appeared before the Board to present update on Rural Pottawattamie County Infrastructure Coalition (RPCIC).

Discussion only. No action taken.

After discussion was held by the Board, a motion was made by Shea, and second by Belt, to approve the appointment of Jill Chapman to the Planning and Zoning Commission, with a term ending date of December 31, 2023.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Grobe, to approve and authorize Chairman to sign Change Order #04 for CDBG downtown rehab Project in Carson and Macedonia.

UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a motion was made by Shea, and second by Belt, to approve the Board Chairman to sign Cornerstone Commercial Contractors pay application no. 12 for Carson and Macedonia downtown rehab in the amount of \$30,159.60.

UNANIMOUS VOTE. Motion Carried.

3. OTHER

Motion by Belt, second by Schultz, to approve payment of FY 2022/2023 ISAC Member Dues of \$6,100.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve application for permit to display fireworks filed by Ryan Rogers, on July 2nd and if it rains July 3rd, 2022, at 15259 214th Street.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Schultz, to approve the following applications made to the Assessor's Office: Homestead (171 recommend allowed, 8 recommend disallowed), Military (27 recommend allowed, 1 recommend disallowed), Disabled Veteran Homestead (11 recommend allowed, 0 recommend disallowed), Business Property Tax Credit (13 recommend allowed, 0 recommend disallowed), Family Farm (3 recommend allowed, 0 recommend disallowed).

UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a motion was made by Schultz, and second by Shea, to approve a Veteran Affairs Office Intern.

UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a motion was made by Shea, and second by Grobe, to approve Dr. Elliott's contract renewal.

UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Action(s):

- 1) Communications- Payroll Status Change for Michele Kemmish.
- 2) Conservation – Employment of Charles Foote as Park Ranger Intern – Arrowhead.
- 3) Conservation – Employment of Juelles Brenner as Park Ranger Intern – Arrowhead.

B. Out of State Travel Notification:

- 1) Attorney – Out of State Travel Notification for Matt Wilber.

5. PUBLIC COMMENTS

Eva Sandberg appeared before the Board to discuss the east end of Lime Kiln Rod and submitted pictures. Shawna Anderson appeared before the Board on United Today Stronger Tomorrow Coalition update for ARPA contact to present in the next week.

6. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:09 A.M.

Tim Wichman, Chairman

ATTEST: _____
Becky Lenihan, Finance & Tax Officer

APPROVED: June 21, 2022

PUBLISH: X

June 9, 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 Shea, to approve:

- A. May 31, 2022, Minutes as read.
- B. Community Services – Employment of Danelle Bruce as a Disability Services Director.
- C. Community Services – Employment of Ylonda Maguire as a Disability Services Director.
- D. Community Services – Employment of Shelley Welter as a Service Coordinator.
- E. Community Services – Employment of Kristina Richey as a Service Coordinator.
- F. Community Services – Employment of Kimarie Maassen as an Administrative Assistant.
- G. Public Health – Employment of Brandon Wyant as a part time On-Call Animal Control Officer.
- H. Public Health – Employment of Jordan Ranta as an Infection Preventionist.
- I. Public Health – Employment of Madhumitha Mohanraj as a temporary part time Epidemiologist Intern.
- J. Human Resources/Risk Management – Employment of Craig Carlsen as a Public Relations Manager.
- K. Jail – Employment of Emily Rau as a Detention Officer.
- L. May 2022 Vendor Publication Report.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Shea, second by Schultz, to open public hearing on Pottawattamie County Flood Buyout Project.
Roll Call Vote: AYES: Wichman, Belt, Grobe, Schultz, Shea. Motion Carried.

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

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

**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 spoke about the Pottawattamie County CDBG Property Acquisition Properties funding so far. After discussion was held by the Board, a motion was made by Schultz, and second by Grobe, to

accept the CDBG Property Acquisition activities and the deadline of June 15, 2022. There were no public comments.

UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 42-2022** entitled: Code of Conduct.

**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.

Passed and adopted 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

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

Motion by Schultz, second by Shea, to approve and authorize Board to sign Planning and Zoning **Resolution No. 43-2022** entitled: Resolution directing the planning Director to Publish an affirmative Fair Housing Policy.

RESOLUTION NO. 43 - 2022

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

WHEREAS, Pottawattamie County, Iowa was award 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.

Passed and adopted 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

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

Motion by Belt, second by Belt, to approve and authorize Board to sign Planning and Zoning **Resolution No. 45-2022** entitled: 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.microsoftportals.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.

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 CALL VOTE

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

_____ ○ ○ ○ ○

Brian Shea

ATTEST: _____
 Melvyn J. Houser, County Auditor

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

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 44-2022**, 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. Said Resolution is set out as follows:

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 9th day of June, 2022.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____	○	○	○	○
Tim Wichman, Chairman				
_____	○	○	○	○
Scott Belt				
_____	○	○	○	○
Lynn Grobe				
_____	○	○	○	○
Justin Schultz				
_____	○	○	○	○
Brian Shea				

ATTEST: _____

Melvyn J. Houser, County Auditor

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

After discussion was held by the Board, a Motion was made by Shea, second by Schultz, to award Jail Chiller Replacement contract to Grunwald Mechanical in the amount of \$716,373.

UNANIMOUS VOTE. Motion Carried

3. OTHER

After discussion was held by the Board, a motion was made by Schultz, second by Shea, to update the Business Manager job description to Jail Office Coordinator.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve and authorize Board Chairman to sign American Federation of State, County and Municipal Employees (AFSCME) Local 2364 Courthouse Employees Agreement, effective July 1, 2022, through June 30, 2025.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to approve and authorize Board Chairman to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employee (AFSCME) Local 2364 Agreement for maintenance and custodial staff assigned to the Pottawattamie County Jail, effective July 1, 2022, through June 30, 2025.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve and authorize Board Chairman to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employee (AFSCME) Local 2364-911 Agreement for the employees of the Pottawattamie County Communications Center, effective July 1, 2022, through June 30, 2023.

UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Action(s):

- 1) SWI Juvenile Detention Center – Employment of Makenzie Olson as part time Youth Corrections Worker.

5. PUBLIC COMMENTS

No Public Comments.

6. CLOSED SESSION

Motion by Schultz, second by Belt, to go into Closed Session pursuant to Iowa Code 20.17 (3) for discussion and/or decision on labor negotiations/collective bargaining matters.

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

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

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

7. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:43 A.M.

Tim Wichman, Chairman

ATTEST: _____

Melvyn Houser, Pottawattamie County Auditor

APPROVED: June 14, 2022

PUBLISH: X

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 22 through June 30, 23

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Desoto Bend Mini Mart
Physical Location Address 15001 Desoto Ave City Missouri Valley ZIP 51555
Mailing Address Same City _____ State IA ZIP _____
Business Phone Number 712 642-3310

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Donald Rief
Mailing Address 32375 Old Lincoln Hwy City Missouri Valley State IA ZIP 51555
Phone Number 712 642-3310 Fax Number 712 642-3310 Email Drconoco@aol.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Donald Rief Name (please print) _____
Signature Donald Rief Signature _____
Date 6-9-22 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50.⁰²
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Pottawattamie
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) July 1 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Taylor Oil Company, Inc.
Physical location address: 14151 Wabash Ave City: Co. Bluffs ZIP: 51503
Mailing address: PO Box 548 City: Blair State: NE ZIP: 68008
Business phone number: 712-364-5046

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Taylor Oil Company, Inc.
Mailing address: PO Box 548 City: Blair State: NE ZIP: 68008
Phone number: 402-426-9505 Fax number: 402-426-9507 Email: roger@TQP.CO

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Brad E. Taylor Name (please print): _____
Signature: [Signature] Signature: _____
Date: 6-10-22 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 50.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Pottawattamie
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: May 31st, 2022

ESTABLISHMENT: RENEWAL Caseys #3205

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

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

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

COMMENTS  78-1 Signature

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: May 31st, 2022

ESTABLISHMENT: **RENEWAL Caseys #3205**

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

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

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

COMMENTS

Signature

Lea A Voss

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

FROM: Gina Hatcher

Request for County Department Comments

DATE: May 31st, 2022

ESTABLISHMENT: RENEWAL Caseys #3205

OWNER: see attached

LEGAL DESCRIPTION: See attached property record.

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

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

COMMENTS _____ **Signature** _____

ML JG 6-1-22



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Casey's Marketing Company	Casey's General Store #3205	(712) 366-5836		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
19900 Virginia Hills Road		Council Bluffs	Pottawattamie	51503
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 3001	Ankeny	Iowa	50021-8045	

Contact Person

NAME	PHONE	EMAIL
Madison Paulson	515-381-5974	madi.paulson@caseys.com

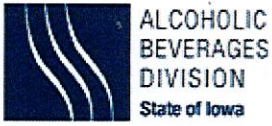
License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002494	Class E Liquor License	12 Month	Active

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 7, 2021	Aug 6, 2022	

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit



PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
42-0935283 Casey's General Stores, Inc.	Ankeny	Iowa	50021--804	Owner	100.00	Yes
JULIA L. JACKOWSKI	Urbandale	Iowa	50322	Secretary	0.00	Yes
James Pistillo	Urbandale	Iowa	50323	Treasurer	0.00	Yes
SAMUEL JAMES	ANKENY	Iowa	50021	PRESIDENT	0.00	Yes
BRIAN JOHNSON	JOHNSTON	Iowa	50131	VICE PRESIDENT	0.00	Yes
DOUGLAS BEECH	ANKENY	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes

Insurance Company Information



State of Iowa

Alcoholic Beverages Division

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

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

7443 08 227 008

--- Permanent Property Address ---
CASEYS MARKETING CO
19900 VIRGINIA HILLS RD
COUNCIL BLUFFS, IA 51503

----- Mailing Address -----
CASEYS MARKETING CO
STORE# 3205
PO BOX 54288
LEXINGTON, KY 40555

District: 049 LEWIS TWP/LEWIS CENTRAL

=====
REAL ESTATE TAXES ON TREASURER'S WEBPAGE
Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/744308227008>

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

LEWIS TWP MAGUIRE SUB LTS 4 & 5 & PT LT 1 COMM SE COR LT 4 TH S83.42' W129.49' NELY98.44' E82.95'
TO POB (PARCEL A)

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

		Current Value			
2022	Comm. Land	Improvement	Total	Class	
Full Value	\$290,000	\$845,500	\$1,135,500	C	
Exempt	\$0	\$0	\$0	C	
Net Total	\$290,000	\$845,500	\$1,135,500	C	

		Prior Year Value			
2021	Comm. Land	Improvement	Total	Class	
Full Value	\$290,000	\$845,500	\$1,135,500	C	
Exempt	\$0	\$0	\$0	C	
Net Total	\$290,000	\$845,500	\$1,135,500	C	

=====
EXEMPTIONS/CREDITS APPLIED
OWNERS

* Book/Page LINKS TO RECORDER'S WEBPAGE
1 D CASEYS MARKETING CO book/page: [2012/19671](#) D

=====
SALES HISTORY

Sale Date	Amount	Code	Book/Page	
12/19/2012	600000	D50	2012/19671	multiple parcel sale
12/31/2007	4570504	D050	2007/20259	multiple parcel sale
12/31/2007	4571000	D049	2008/03442	multiple parcel sale
08/05/1999	1015000	D043	0100/10672	multiple parcel sale
10/05/1993	0	D049	0094/15678	multiple parcel sale

=====
ASSESSMENT DATA

PDF: 10 MAP: LEWIS TWP COMM-10

Date Reviewed: 07/06/20 GMS

LAND.....57499 sqFt 1.32 acres

Commercial Building 1 of 1 -- Store - Convenience (204)

DBA: CASEY'S

STRUCTURE....1 story 3150 base SF 0 bsmt SF 3150 gross SF
Year Built: 2014 Eff Year: 2014 Condition: Normal

VERTICALS....Ext Wall: Wood - Frame
Int Wall: Drywall or Equiv.
Front/Doors: Incl. w / Base
Windows: Comm. Steel Sash

HORIZONTALS..Roof: Asph. Shingle/ Wood Dk
Ceiling: Suspended Blk-Fiber
Struc Floor: Concrete
Floor Cover: Ceramic

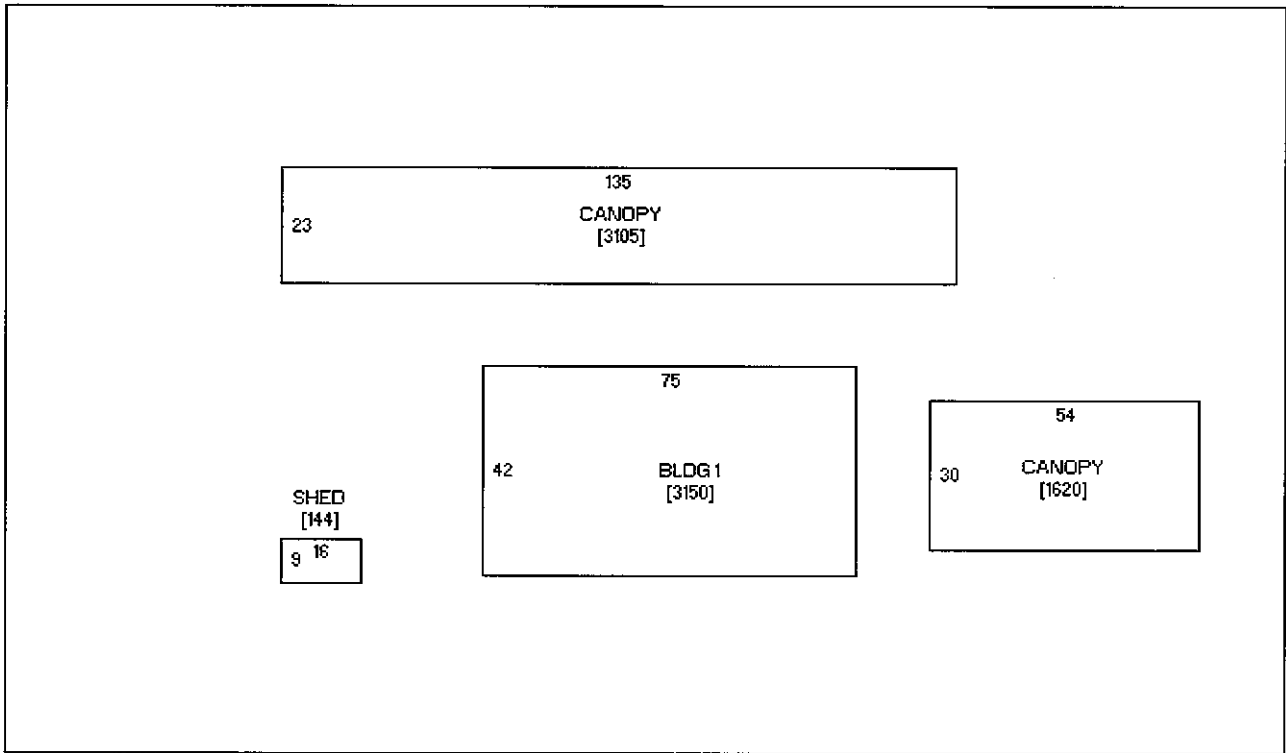
Framing: Wood - Light
HVAC: Combination FHA - AC

PLUMBING.....Toilet Room (2)
Sink-Kitchen (1)
Stainless Stl Triple Sinks - 6' (1)
Urinal - Wall (1)

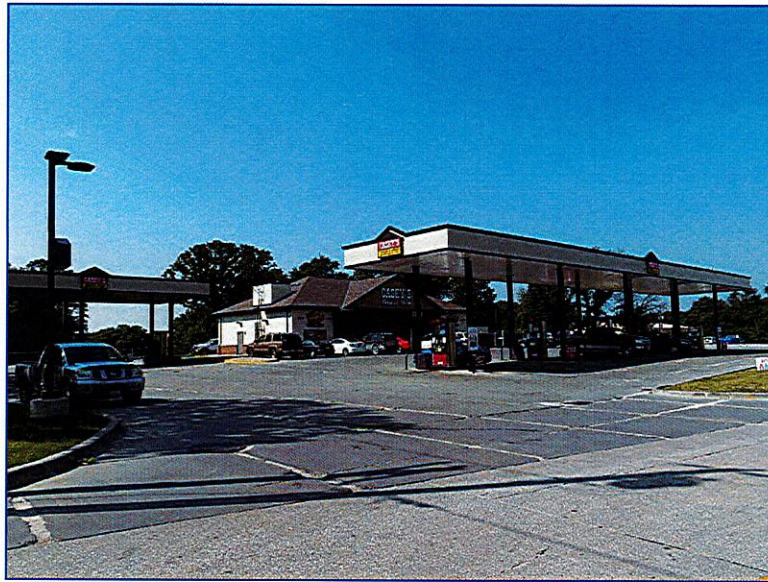
ADJUSTMENTS..Interior Restaurant (3150)

BLDG EXTRAS..1 Cold Storage: 189 SF, Cooler, 21 SFSA Door, No Door
1 Cold Storage: 180 SF, Cooler, 21 SFSA Door, No Door
1 Cold Storage: 56 SF, Freezer, 21 SFSA Door, No Door
1 Cold Storage: 48 SF, Cooler, 21 SFSA Door, No Door
1 Cold Storage: 42 SF, Freezer, 21 SFSA Door, No Door

YARD EXTRAS..Canopy - Lighted 3,105 SF, Steel
Paving - Concrete 38,382 SF, Concrete w/Curbs, Lighting: Average
Tank - Underground Fiber/Steel-Dbl Wall, 26,000 Gal, 5 Pump Stations
Tank - Underground Fiber/Steel-Dbl Wall, 20,000 Gal, 5 Pump Stations
Canopy - Lighted 1,620 SF, Steel
Shed W9.00 x L16.00 144 SF, Frame



19900 VIRGINIA HILLS RD, CASEYS MARKETING CO



19900 VIRGINIA HILLS RD, CASEYS MARKETING CO, 1 07/06/2020

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



600ft x 600ft

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

As of:

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

Scheduled Sessions

Andy Brown/Sheriff Office

Discussion and/or decision to approve and authorize Chairman to sign Law Enforcement Services Contracts between Pottawattamie County and the following: City of Carson, City of Crescent, City of Hancock, City of Macedonia, City of McClelland, City of Minden, City of Neola, City of Oakland, City of Treynor, City of Underwood, and City of Walnut.

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2022, the incorporated **City of Carson, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2020 census figures of 766) to County, which amounts to the annual sum of \$14,224.62. This amount shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 8 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2022, and shall continue for one year ending on the 30th day of June, 2023. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Carson, Iowa, the City Clerk of Carson, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors

Tim Todd

Mayor

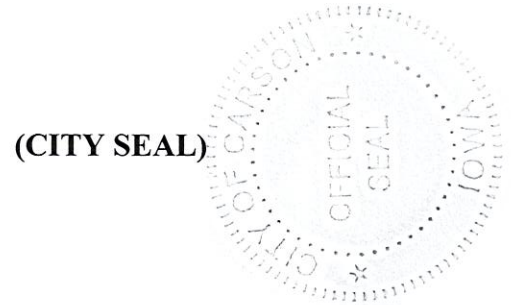
Melvyn J. Houser
Pottawattamie County Auditor

Brianne Duede

City Clerk

AB 78-1

Andy Brown
Pottawattamie County Sheriff



RESOLUTION 2022-12

A RESOLUTION TO RENEW THE LAW ENFORCEMENT SERVICES CONTRACT WITH POTTAWATTAMIE COUNTY SHERIFF'S OFFICE.

BE IT RESOLVED by the City Council of Carson, Iowa, to accept the JULY 1, 2022-JUNE 30, 2023 Law Enforcement Services Contract with Pottawattamie County Sheriff's Department, and

BE IT FURTHER RESOLVED by the City Council of Carson, Iowa, in consideration for the law enforcement services the City will be billed in equal quarterly installments of \$ 3,550.¹⁰ (annual sum equal not to exceed \$ 14,224.⁶²).

BE IT FURTHER RESOLVED by the City Council of Carson, Iowa, to approve the Mayor and City Clerk to execute the attached law enforcement services contract with Pottawattamie County Sheriff's Department and authorize quarterly payments for services as detailed in the contract.

PASSED AND APPROVED THIS ^{11th} ~~14th~~ DAY, ^{April} ~~MARCH~~, 2022.

Tim Todd
Tim Todd, Mayor

ATTEST:

Brianne Duede
Brianne Duede, City Administrator Clerk

ROLL CALL VOTE RECORD	
AYES:	<u>Pilling, Houser, Graves, Richardson - 4 Ayes</u>
NAYS:	_____

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2022, the incorporated **City of Crescent, Iowa** hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 617) to County, which amounts to the annual sum of \$11,458.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.
4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.
5. This contractual agreement shall commence on the 1st day of July, 2022, and shall continue for one year ending on the 30th day of June, 2023. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.
6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Crescent, Iowa, the City-Clerk of Crescent, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.
7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.
8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors

Charles H. Adair

Mayor

Melvyn J. Houser
Pottawattamie County Auditor

Lita Surr

City Clerk

A. Brown

Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)



LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2022, the incorporated **City of Hancock, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 196) to County, which amounts to the annual sum of \$3,640.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing _____ hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2022, and shall continue for one year ending on the 30th day of June, 2023. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Hancock, Iowa, the City Clerk of Hancock, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.


8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors



Mayor

Melvyn J. Houser
Pottawattamie County Auditor



City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2022, the incorporated **City of Macedonia, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 246) to County, which amounts to the annual sum of \$4,568.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2022, and shall continue for one year ending on the 30th day of June, 2023. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Macedonia, Iowa the City Clerk of Macedonia, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors

Melvia Clark

Mayor

Melvyn J. Houser
Pottawattamie County Auditor

Mount E. Mahan

City Clerk

Andy Brown

Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2022, the incorporated **City of McClelland, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 151) to County, which amounts to the annual sum of \$2,804.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.


5. This contractual agreement shall commence on the 1st day of July, 2022, and shall continue for one year ending on the 30th day of June, 2023. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of McClelland, Iowa, the City Clerk of McClelland, Iowa the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors




Mayor

Melvyn J. Houser
Pottawattamie County Auditor



City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2022, the incorporated **City of Minden, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 599) to County, which amounts to the annual sum of \$11,123.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 8 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.


5. This contractual agreement shall commence on the 1st day of July, 2022, and shall continue for one year ending on the 30th day of June, 2023. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Minden, Iowa the City Clerk of Minden, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.


8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors



Mayor

Melvyn J. Houser
Pottawattamie County Auditor



City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2022, the incorporated **City of Neola, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 842) to County, which amounts to the annual sum of \$15,636.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 8 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2022, and shall continue for one year ending on the 30th day of June, 2023. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Neola, Iowa, the City Clerk of Neola, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors

Karla Rogge

Mayor

Melvyn J. Houser
Pottawattamie County Auditor

Heidi Euri

City Clerk

Andy Brown

Andy Brown
Pottawattamie County Sheriff



LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2022, the incorporated **City of Oakland, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 1,527) to County, which amounts to the annual sum of \$28,356.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

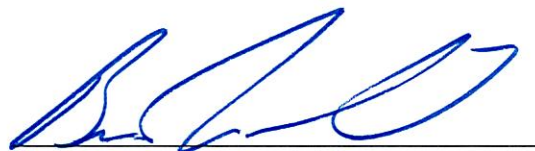
5. This contractual agreement shall commence on the 1st day of July, 2022, and shall continue for one year ending on the 30th day of June, 2023. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Oakland, Iowa, the City Clerk of Oakland, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors



Mayor

Melvyn J. Houser
Pottawattamie County Auditor



City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2022, the incorporated **City of Treynor, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal protection and control ordinances; excluding transportation of animals at large).
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 919) to County, which amounts to the annual sum of \$17,066.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 2 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2022, and shall continue for one year ending on the 30th day of June, 2023. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Treynor, Iowa, the City Clerk of Treynor, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors




Mayor

Melvyn J. Houser
Pottawattamie County Auditor



City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2022, the incorporated **City of Underwood, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 917) to County, which amounts to the annual sum of \$17,029.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2022, and shall continue for one year ending on the 30th day of June, 2023. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Underwood, Iowa, the City Clerk of Underwood, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors

Dennis C. Brudsky

Mayor

Melvyn J. Houser
Pottawattamie County Auditor

Cathy Erbe

City Clerk

AB 28-1

Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2022, the incorporated **City of Walnut, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing citations under city ordinances at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2010 census figures of 785) to County, which amounts to the annual sum of \$14,577.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 0 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00 for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2022, and shall continue for one year ending on the 30th day of June, 2023. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Walnut, Iowa, the City Clerk of Walnut, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract, and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors



Mayor

Melvyn J. Houser
Pottawattamie County Auditor



City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

Andy Brown/Sheriff

**Discussion and/or decision on pay for work
breaks for clerical employees at Sheriff's
Office/Jail.**

**Matt Wyant/Director, Planning and
Development and/or Pam
Kalstrup/Coordinator, Zoning & Land Use,
Planning and Development.**

**Discussion and/or decision to approve Final
Plats of Schmidt's Creek Phase 1 and 2,
subdivisions situated in Hazel Dell Township;
and to sign Planning Zoning Resolution No.
2022-08.**

RECORDER'S COVER SHEET

Prepared by:

Pottawattamie County Office of Planning and Development
223 South 6th Street, Suite 4
Council Bluffs, IA 51501-4245
(712) 328-5792

Return Document to:

Pottawattamie County Office of Planning and Development
223 South 6th Street, Suite 4
Council Bluffs, IA 51501-4245
(712) 328-5792

Document Title:

Pottawattamie County
Planning and Zoning Resolution #2022-08

**PLANNING AND ZONING
RESOLUTION NO. 2022-08**

WHEREAS, this Board had approved the preliminary plat of **Schmidt's Creek Phase 1 and 2**, residential subdivisions situated in **Hazel Dell Township**, by approval of Planning and Zoning Resolution No. **2022-03**, dated **February 14, 2022**; and

WHEREAS, the final plat and supporting documents required by Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, has been filed with this Board for its study and consideration under **Case #SUB-2021-04**; and

WHEREAS, this Board has examined the final plats and have found they are in substantial compliance with the approved preliminary plats; and

WHEREAS, after careful study, and due consideration this Board has determined that the final plat and supporting documents conform to the requirements of Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and it has deemed it to be in the best interest of Pottawattamie County, Iowa, to approve the final plats.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA: That the final plat of **Schmidt's Creek Phase 1 and 2**, residential subdivisions in Pottawattamie County, Iowa, be, and the same is hereby approved as the final plats of said subdivisions.

And that the Chairman of the Board of Supervisors is hereby authorized to enter such approval upon said final plats.

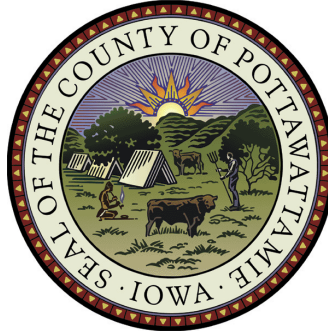
PASSED AND APPROVED June 21, 2022

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

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

RECORD: After Passage

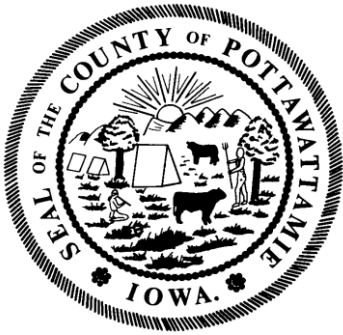
Melvyn Houser
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER



TO WHOM IT MAY CONCERN:

I, Melvyn Houser, County Auditor, Pottawattamie County, Iowa, do hereby certify that the attached is a true and accurate copy of Planning and Zoning Resolution #2022-08, adopted by the Pottawattamie County, Iowa, Board of Supervisors, in their approval of Schmidt's Phase 1 and Phase 2, on June 21, 2022.

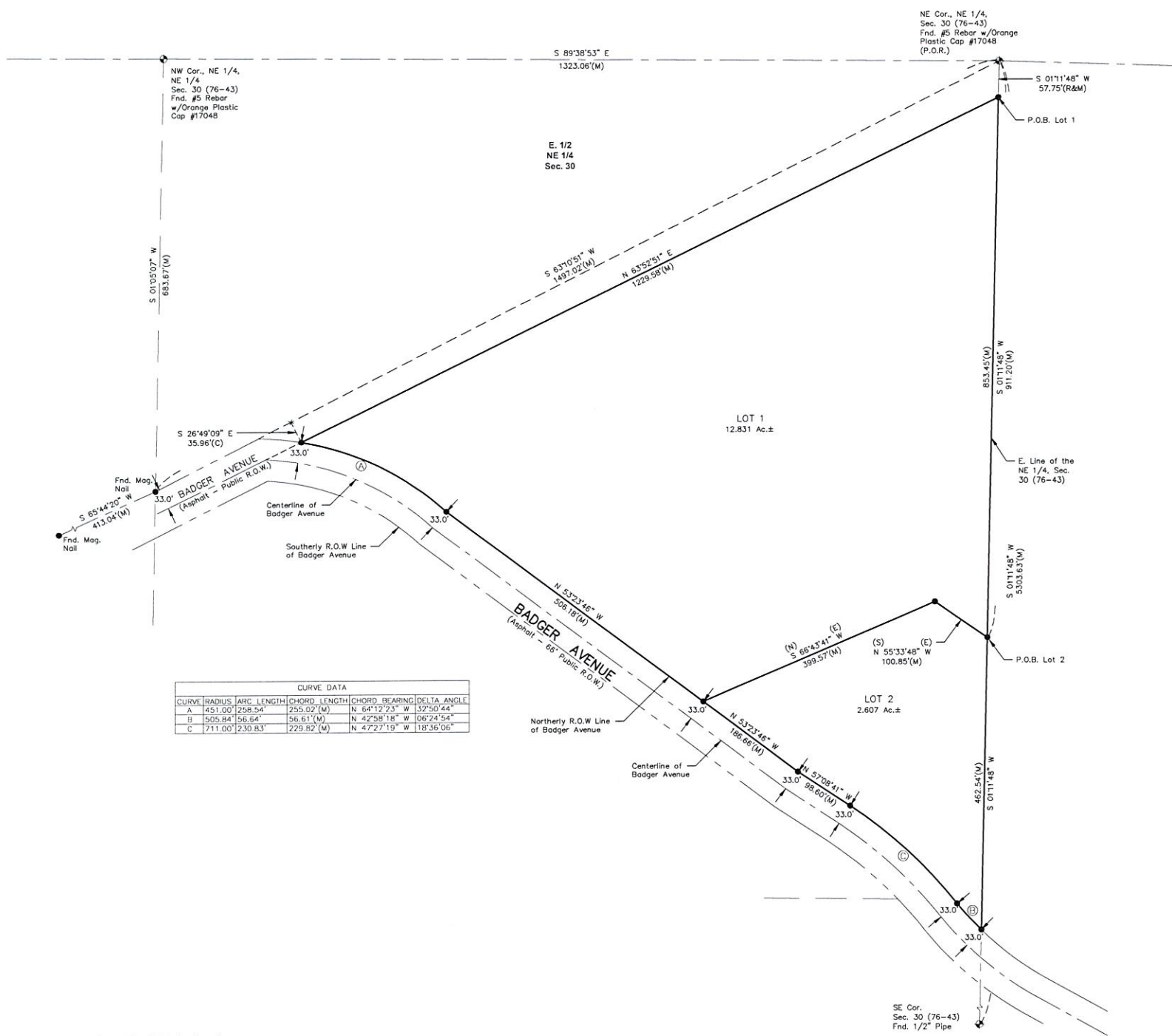
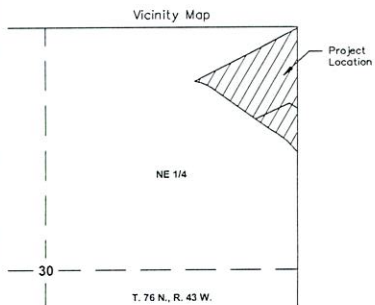
Dated this 21st day of June, 2022.



Melvyn Houser, County Auditor
Pottawattamie County, Iowa

FINAL PLAT OF
SCHMIDT'S CREEK PHASE 1

INDEX LEGEND	
Date of Survey:	January 4, 2022
Surveyor:	Jayne M. Malone
County:	Pottawattamie
Section:	30 Township: 76N Range: 43W
Allotment Parts:	Part of the E. 1/2, NE 1/4, Section 30, T76N, R43W
Parcel Designations:	
Tax Address:	
Proprietor(s):	
Requested By:	



OWNER'S DEDICATION

Know all persons by these presents that Blake Schmidt and Rachael Schmidt, being the sole owners and proprietors of the property described in the legal description and embraced within this plat has caused the said property to be subdivided into Lots 1 - 5 and to be known as Schmidt's Creek.

Note: There will be no private restrictions and/or covenants for this subdivision.

In witness thereof we do hereby, ratify and approve of the disposition of Schmidt's Creek as contained herein this ___ day of _____, 2022.

Blake Schmidt

Rachael Schmidt

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)

On this ___ day of _____, 2022, before me, a notary public in and for the state of Iowa, personally appeared Blake Schmidt, to me personally known, whom being by me duly sworn, did say he acknowledge the execution of this instrument to be his voluntary act and deed.

Notary Public for the State of Iowa

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)

On this ___ day of _____, 2022, before me, a notary public in and for the state of Iowa, personally appeared Rachael Schmidt, to me personally known, whom being by me duly sworn, did say she acknowledge the execution of this instrument to be her voluntary act and deed.

Notary Public for the State of Iowa

POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS

Approved by Chairperson: _____ Date _____

ATTESTED TO BE POTTAWATTAMIE COUNTY AUDITOR

County Auditor: _____ Date _____

POTTAWATTAMIE COUNTY ENGINEER

Approved by Engineer: *[Signature]* 6/14/22 Date _____

POTTAWATTAMIE COUNTY PLANNING DIRECTOR

Approved by Director: *[Signature]* 6/7/22 Date _____

CERTIFICATION OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, *[Signature]* Treasurer of Pottawattamie County, Iowa, do hereby certify that the property included in the legal description and embraced within this plat is free from certified taxes and special assessments.

[Signature] Treasurer, Pottawattamie County, Iowa: _____ Date 6/7/22

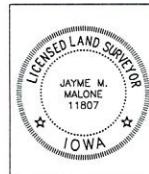
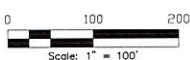
LEGAL DESCRIPTIONS

LOT 1
That part of the East Half of the Northeast Quarter of Section 30, Township 76 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, and being more particularly described as follows:
Referring to the Northeast corner of the Northeast Quarter of said Section 30, a #5 Rebar with an Orange plastic cap #17048 found for corner; thence southerly, South 01°11'48" West, on the East line of the Northeast Quarter of Section 30, 57.75 feet, to the Point of Beginning for the described Lot 1; thence following the perimeter for said Lot 1 on the following bearings and distances: southerly, South 01°11'48" West, on the East line of the Northeast Quarter of Section 30, 853.45 feet; thence departing said East line, northwesterly, North 53°33'48" West, 100.85 feet; thence southwesterly, South 66°43'41" West, 399.57 feet, to a point of intersection on the northerly right-of-way line of Badger Avenue; thence following the northerly right-of-way line of said Badger Avenue on the following bearings and distances: northwesterly, North 53°23'46" West, 506.18 feet, to a point of curvature; thence northwesterly, on a curve to the left, having a radius of 451.00 feet, a central angle of 32°50'44", with a chord bearing of North 64°12'23" West, a chord distance of 255.02 feet; thence departing the northerly right-of-way line of Badger Avenue, northeasterly, North 63°52'51" East, 1229.58 feet, to the Point of Beginning. Containing a total calculated area of 558,897 square feet, or 12.831 acres, more or less.

LOT 2
That part of the East Half of the Northeast Quarter of Section 30, Township 76 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, and being more particularly described as follows:
Referring to the Northeast corner of the Northeast Quarter of said Section 30, a #5 Rebar with an Orange plastic cap #17048 found for corner; thence southerly, South 01°11'48" West, on the East line of the Northeast Quarter of Section 30, 911.20 feet, to the Point of Beginning for the described Lot 2; thence following the perimeter for said Lot 2 on the following bearings and distances: southerly, South 01°11'48" West, on the East line of the Northeast Quarter of said Section 30, 462.54 feet, to a point of intersection on the northerly right-of-way line of Badger Avenue; thence following the northerly right-of-way line of said Badger Avenue on the following bearings and distances: northwesterly, North 42°58'18" West, a chord distance of 56.61 feet, to a point of reverse curvature; thence northwesterly, on a curve to the left, having a radius of 711.00 feet, a central angle of 18°36'06", with a chord bearing of North 47°27'19" West, a chord distance of 229.82 feet; thence northwesterly, North 57°08'41" West, 98.60 feet; thence northwesterly, North 53°23'46" West, 186.66 feet; thence departing the northerly right-of-way line of Badger Avenue northeasterly, North 66°43'41" East, 399.57 feet; thence southeasterly, South 55°33'48" East, 100.85 feet, to the Point of Beginning. Containing a total calculated area of 113,573 square feet, or 2.607 acres, more or less.

LEGEND

- = Section Cor.
- = Cor. Fnd. as Noted
- = Cor. Set #5 Rebar w/Red Plastic Cap
- = Husker #11807
- x = Comp. Point
- (M) = Meas. Dist.
- (P) = Plat Dist.
- (D) = Deed Dist.
- (R) = Record Dist.
- (C) = Comp. Dist.

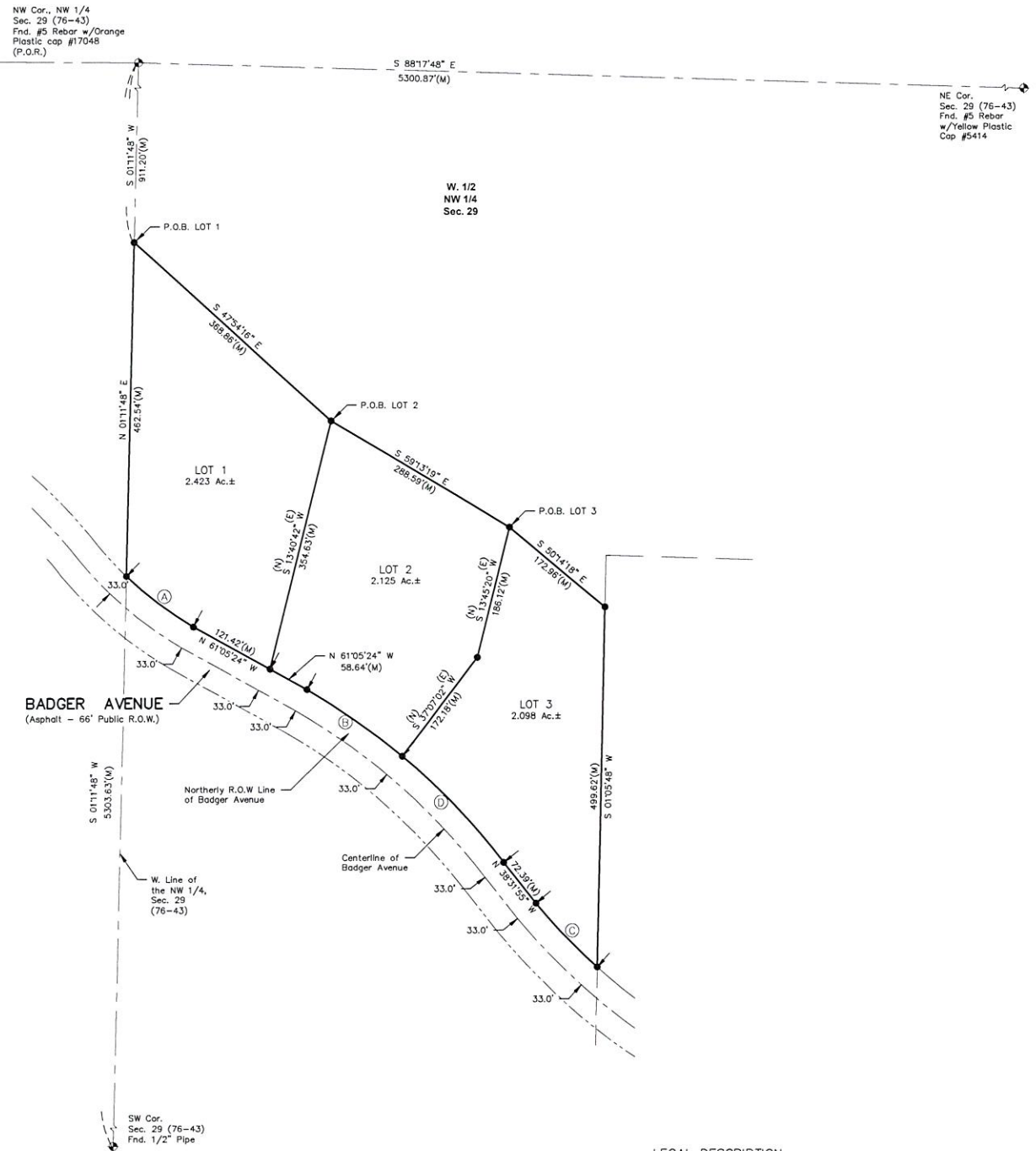
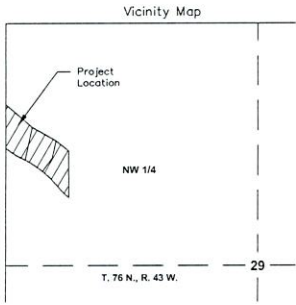


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

(signature) _____ (date) _____
Jayne M. Malone
License number 11807
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: Sheet 1 of 1

FINAL PLAT OF
SCHMIDT'S CREEK PHASE 2

INDEX LEGEND	
Date of Survey:	January 4, 2021
Surveyor:	Jayne M. Malone
County:	Pottawattamie
Section:	29 Township: 76N Range: 43W
Allotment Parts:	Part of the W. 1/2, NW 1/4, Section 29, T76N, R43W
Parcel Designations:	
Tax Address:	
Proprietor(s):	
Requested By:	



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
A	505.84	117.26'	116.99'(M)	N 52°49'11" W	131°16'53"
B	947.69	161.83'	161.63'(M)	N 54°56'40" W	09°47'02"
C	819.42	123.21'	123.09'(M)	N 43°53'03" W	08°36'54"
D	947.69	203.98'	203.59'(M)	N 43°53'11" W	12°19'57"

OWNER'S DEDICATION

Know all persons by these presents that Blake Schmidt and Rachael Schmidt, being the sole owners and proprietors of the property described in the legal description and embraced within this plat has caused the said property to be subdivided into Lots 1 - 5 and to be known as Schmidt's Creek.

Note: There will be no private restrictions and/or covenants for this subdivision.

In witness thereof we do hereby, ratify and approve of the disposition of Schmidt's Creek as contained herein this ___ day of ___, 2022.

Blake Schmidt
Rachael Schmidt

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)SS

On this ___ day of ___, 2022, before me, a notary public in and for the state of Iowa, personally appeared Rachael Schmidt, to me personally known, whom being by me duly sworn, did say he acknowledge the execution of this instrument to be his voluntary act and deed.

Notary Public for the State of Iowa

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)SS

On this ___ day of ___, 2022, before me, a notary public in and for the state of Iowa, personally appeared Rachael Schmidt, to me personally known, whom being by me duly sworn, did say he acknowledge the execution of this instrument to be her voluntary act and deed.

Notary Public for the State of Iowa

POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS

Approved by Chairperson: _____ Date _____

ATTESTED TO BE POTTAWATTAMIE COUNTY AUDITOR

County Auditor: _____ Date _____

POTTAWATTAMIE COUNTY ENGINEER
Approved by Engineer: *[Signature]* Date *6/17/22*

POTTAWATTAMIE COUNTY PLANNING DIRECTOR
Approved by Director: *[Signature]* Date *6/17/22*

CERTIFICATION OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA
I, *Lea A. Voss*, Treasurer of Pottawattamie County, Iowa, do hereby certify that the property included in the legal description and embraced within this plat is free from certified taxes and certified special assessments.
[Signature] Date *6-7-22*
Treasurer Pottawattamie County, Iowa

LEGAL DESCRIPTION

LOT 1
That part of the West Half of the Northwest Quarter of Section 29, Township 76 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, and being more particularly described as follows:

Referring to the Northwest corner of the Northwest Quarter of said Section 29, a #5 Rebar with an Orange plastic cap #17048 found for corner; thence southerly, South 01°11'48" West, on the West line of the Northwest Quarter of Section 29, 911.20 feet, to the Point of Beginning for the described Lot 1; thence following the perimeter for said Lot 1 on the following bearings and distances: southeasterly, South 47°54'16" East, 368.86 feet; thence southerly, South 13°40'42" West, 354.63 feet, to a point of intersection on the northerly right-of-way line of Badger Avenue; thence following the northerly right-of-way line of said Badger Avenue on the following bearings and distances: northwesterly, North 61°05'24" West, 121.42 feet, to a point of curvature; thence on a curve to the right, having a radius of 505.84 feet, a central angle of 131°16'53", with a chord bearing of North 52°49'11" West, a chord distance of 116.99 feet, to a point of intersection on the West line of the Northwest Quarter of Section 29; thence departing the northerly right-of-way line of Badger Avenue, northerly, North 01°11'48" East, on the West line of the Northwest Quarter of said Section 29, 462.54 feet, to the Point of Beginning. Containing a total calculated area of 105,565 square feet, or 2.423 acres, more or less.

LOT 2
That part of the West Half of the Northwest Quarter of Section 29, Township 76 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, and being more particularly described as follows:

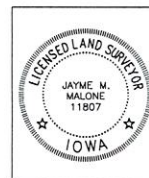
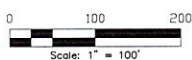
Referring to the Northwest corner of the Northwest Quarter of said Section 29, a #5 Rebar with an Orange plastic cap #17048 found for corner; thence southerly, South 01°11'48" West, on the West line of the Northwest Quarter of Section 29, 911.20 feet; thence departing said West line, southeasterly, South 47°54'16" East, 368.86 feet, to the Point of Beginning for the described Lot 2; thence following the perimeter for said Lot 2 on the following bearings and distances: southeasterly, South 59°13'19" East, 288.59 feet; thence southerly, South 13°45'20" West, 186.12 feet; thence southwesterly, South 37°07'02" West, 172.18 feet, to a point of intersection on the northerly right-of-way line of Badger Avenue; thence following the northerly right-of-way line of said Badger Avenue on the following bearings and distances: northwesterly, on a curve to the left, having a radius of 947.69 feet, a central angle of 09°47'02", with a chord bearing of North 54°56'40" West, a chord distance of 161.63 feet; thence, northwesterly, North 61°05'24" West, 58.64 feet; thence departing the northerly right-of-way line of Badger Avenue, northerly, North 13°40'42" East, 354.63 feet, to the Point of Beginning. Containing a total calculated area of 92,568 square feet, or 2.125 acres, more or less.

LOT 3
That part of the West Half of the Northwest Quarter of Section 29, Township 76 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, and being more particularly described as follows:

Referring to the Northwest corner of the Northwest Quarter of said Section 29, a #5 Rebar with an Orange plastic cap #17048 found for corner; thence southerly, South 01°11'48" West, on the West line of the Northwest Quarter of Section 29, 911.20 feet; thence departing said West line, southeasterly, South 47°54'16" East, 368.86 feet; thence southeasterly, South 59°13'19" East, 288.59 feet, to the Point of Beginning for the described Lot 3; thence following the perimeter for said Lot 3 on the following bearings and distances: southeasterly, South 50°14'18" East, 172.96 feet; thence southerly, South 01°05'48" West, 499.62 feet, to a point of intersection on the northerly right-of-way line of Badger Avenue; thence following the northerly right-of-way line of said Badger Avenue on the following bearings and distances: northwesterly, on a curve to the right, having a radius of 819.42 feet, a central angle of 08°36'54", with a chord bearing of North 43°53'03" West, a chord distance of 123.09 feet; thence northwesterly, North 38°31'55" West, 72.39 feet, to a point of curvature; thence on a curve to the left, having a radius of 947.69 feet, a central angle of 12°19'57", with a chord bearing of North 43°53'11" West, a chord distance of 203.59 feet; thence departing the northerly right-of-way line of Badger Avenue, northerly, North 37°07'02" East, 172.18 feet; thence northerly, North 13°45'20" East, 186.12 feet, to the Point of Beginning. Containing a total calculated area of 91,382 square feet, or 2.098 acres, more or less.

LEGEND

- = Section Cor.
- = Cor. Fnd. as Noted
- = Cor. Set #5 Rebar w/Red Plastic Cap Husker #11807
- × = Comp. Point
- (M) = Meas. Dist.
- (P) = Plat Dist.
- (D) = Deed Dist.
- (R) = Record Dist.
- (C) = Comp. Dist.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

(signature) _____ (date) _____
Jayne M. Malone
License number 11807
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: Sheet 1 of 1



Mark Shoemaker/Conservation (via phone)

Discussion and/or decision to approve and authorize Chairman to sign certificate of completion form 64003 to certify completion on the trail project and the segments from L34 to Weston including two bridge crossings over Mosquito Creek along Railroad Highway.



**CERTIFICATE of COMPLETION and
FINAL ACCEPTANCE of AGREEMENT WORK**

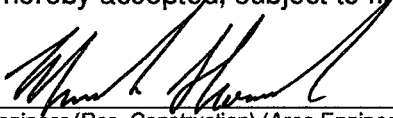
COMPANY: PETERSON CONTRACTORS, INC. COUNTY/CITY: POTTAWATTAMIE

ADDRESS: 104 Blackhawk St., P.O. Box A, Reinbeck, IA 50669 PROJECT NO.: RT-C078(185)--9H-78

KIND OF WORK: P.C.C. TRAIL RAILROAD HIGHWAY TRAIL -PHASE 2
FROM COUNTY ROAD L34 TO IDLEWOOD ROAD ALONG RAILROAD HIGHWAY

AGREEMENT DATE: 2/12/19 FIELD COMPLETION DATE: 4/26/22

This is to certify that the work covered by the above referenced agreement has been completed in accordance with said agreement and is hereby accepted, subject to final audit of costs.

SIGNATURE:  DATE: June 21, 2022
Project Engineer (Res. Construction) (Area Engineer) (County) (City) (Consultant) Year

*SIGNATURE: _____ DATE: _____, _____ Year
District (Construction) (Maintenance) (Local Systems) Engineer

Approved and work accepted by the Board of Supervisors/City Council of Pottawattamie County

this 21st day of June, 2022
Year

SIGNATURE: _____
Chairman/Mayor

Acknowledge completion of project in accordance with referenced agreement by the Iowa Department of Transportation

this _____ day of _____, _____ Year

SIGNATURE: _____
Iowa Department of Transportation

*On Local State Assisted Projects District does NOT certify but acknowledges completion of project.

DO NOT WRITE IN THIS BOX. CENTRAL OFFICE USE ONLY.
(Check or Initial Appropriate Box)

- Office of Audits
- Copy to Company
- Copies to District
- Original to Files

Other Business

**Discussion and/or decision on approval
of rate change for Federal Standard
Mileage Rate for the remainder of
2022.**

[IRS - The Basics](#)

[IRS Guidance](#)

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[Facts & Figures](#)

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[News](#)

IRS increases mileage rate for remainder of 2022

WASHINGTON — The Internal Revenue Service today announced an increase in the optional standard mileage rate for the final 6 months of 2022. Taxpayers may use the optional standard mileage rates to calculate the deductible costs of operating an automobile for business and certain other purposes.

For the final 6 months of 2022, the standard mileage rate for business travel will be 62.5 cents per mile, up 4 cents from the rate effective at the start of the year. The new rate for deductible medical or moving expenses (available for active-duty members of the military) will be 22 cents for the remainder of 2022, up 4 cents from the rate effective at the start of 2022. These new rates become effective July 1, 2022. The IRS provided legal guidance on the new rates in [Announcement 2022-13](#), issued today.

In recognition of recent gasoline price increases, the IRS made this special adjustment for the final months of 2022. The IRS normally updates the mileage rates once a year in the fall for the next calendar year. For travel from Jan. 1 through June 30, 2022, taxpayers should use the rates set forth in [Notice 2022-03](#).

"The IRS is adjusting the standard mileage rates to better reflect the recent increase in fuel prices," said IRS Commissioner Chuck Rettig. "We are aware a number of unusual factors have come into play involving fuel costs, and we are taking this special step to help taxpayers, businesses and others who use this rate."

While fuel costs are a significant factor in the mileage figure, other items enter into the calculation of mileage rates, such as depreciation and insurance and other fixed and variable costs.

The optional business standard mileage rate is used to compute the deductible costs of operating an automobile for business use in lieu of tracking actual costs. This rate is also used as a benchmark by the federal government and many businesses to reimburse their employees for mileage.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

The 14 cents per mile rate for charitable organizations remains unchanged as it is set by statute.

Midyear increases in the optional mileage rates are rare, the last time the IRS made such an increase was in 2011.

Mileage Rate Changes

Purpose	Rates 1/1 through 6/30/22	Rates 7/1 through 12/31/22
---------	---------------------------	----------------------------

Discussion and/or decision to approve application for Permit to Display Fireworks filed by Robert Caputo, for display on July 4th and if it rains it will be postponed and rescheduled for the following weekend, at 22881 Three Bridge Road.



FIREWORKS DISPLAY ACKNOWLEDGEMENT AND WAIVER

I understand that the Code of Iowa prohibits certain use of fireworks but that the Pottawattamie County Board of Supervisors may, upon a written application, grant a permit for the display of fireworks by municipalities, fair associations, amusement parks, and other organizations or groups of individuals approved by the county board of supervisors when the fireworks display will be handled by a competent operator. I understand that the Code of Iowa provides that the sales of fireworks for such display may be made for that purpose only. I understand further that this permit will be null and void during times when open burning is prohibited by the State Fire Marshall. Permits to display fireworks are not valid during times of a county-wide burn ban.

I hereby acknowledge that I have adequate insurance coverage for any and all claims that may result from the requested display of fireworks. I agree to hold Pottawattamie County harmless from any suit or claim that may result from the granting of a permit for this event. I further acknowledge and agree that I have obtained the services of a competent operator to handle the fireworks display as required under the Iowa Code. Information concerning the competency of the operator is attached as provided below.

I hereby request that the Pottawattamie County Board of Supervisors grant a permit for display of fireworks to the following:

Date of Fireworks Display: July 4th, 2022

Name of Municipality or
Other Organization Requesting Permit: Caputo Enterprises / DBA Mother Goose Child Care & Preschool

Name of Individual Requesting Permit: Robert L. Caputo

Address 22881 Three Bridge Road

City/State/Zip Code Council Bluffs, IA 51503

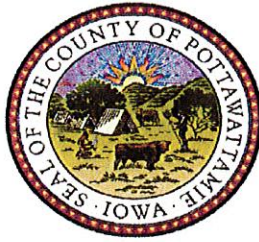
Telephone Number Work: 712-323-1899 Home: 712-323-6644 x

Signature of Person Requesting Permit:

Robert L. Caputo

I certify by this signature that I am legally authorized to sign on behalf of the municipality or organization above.

AN APPLICATION, FEE, CERTIFICATE OF INSURANCE AND EVIDENCE OF OPERATOR'S COMPETENCE (INCLUDING OPERATOR STAFF, SITE PLAN-DISTANCES FROM SPECTATORS AND SAFETY PLAN) TO HANDLE THE FIREWORKS DISPLAY *MUST* BE ATTACHED TO THIS REQUEST.



**POTTAWATTAMIE COUNTY
APPLICATION FOR PERMIT TO DISPLAY FIREWORKS**

DEADLINE TO SUBMIT APPLICATION: 21 DAYS PRIOR TO DATE OF DISPLAY

1. Telephone Number(s): Business: 712-323-1899 Residential: 712-323-6644

2. Date and location of the fireworks display and storage. These facilities may be inspected prior to this permit being issued.
July 4th 2022 @ 22881 Three Bridge Road Council Bluffs, IA 51503.
Event may be postponed due to weather and rescheduled for the following weekend.

3. How long will fireworks be stored before and after display? Fireworks are delivered up to 2 weeks prior to the event.

4. FIREWORKS OPERATOR INFORMATION: (Please provide additional sheets if necessary.)
Name: Robert L. Caputo Date of Birth: 01/15/1946
Address: 22881 Three Bridge Road
City: Council Bluffs State: IA Zip: 51503
Telephone Number(s): Work: 712-323-1899 Home: 712-323-6644

5. What training or expertise does the Fireworks Operator possess? Attach all supporting documentation and/or a resume if available.
We have been hosting the event at this same location for over 50 years. Worked with Rich Bros Fireworks of Sioux Falls, SD and have attended safety workshops run by MidWest Fireworks of Blair, NE

6. Provide safety guidelines for fireworks display, including fire suspension plan, distance of fireworks from spectators, and how and where fireworks will be stored prior to and following display.
The designated area for exhibit has three water hydrants and six 15lb abc-type fire extinguishers. All fireworks are stored in a locked ATF Type IV container 900ft away from any dwellings. The site also includes at least four trained/experienced emergency personnel With certification in CPR and First Aid. We also notify Lewis Township fire department prior to and after the event. The Shooting area is located a minimum 300ft away from spectators (site plan available upon request).

7. Number of anticipated spectators for the display? Adults: 75 - 100 Children: 50 - 60

8. **Documents to be attached: In addition to any documents supporting your above responses, please attach the following: 1) Certificate of Liability Insurance for this event, and 2) Application Fee of \$25.00, made payable to Pottawattamie County, Iowa.**

Auto-Owners

FARM-PAK POLICY DECLARATIONS

(MUTUAL) INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY BUTTERBAUGH INSURANCE CENTER
07-0458-00 DW Mkt Terr 030

(712) 328-0305

Renewal Effective 06-19-2022

POLICY NUMBER 52-882-851-00

Company Use 79-41-IA-2006

INSURED ROBERT CAPUTO
ARDITH K CAPUTO

Company Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
to
06-19-2022 06-19-2023

ADDRESS 22881 THREE BRIDGE RD

COUNCIL BLUFFS IA 51503-4229

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

	TERM
TOTAL POLICY PREMIUM	[REDACTED]
PAID IN FULL DISCOUNT	[REDACTED]
TOTAL POLICY PREMIUM IF PAID IN FULL	[REDACTED]

Entity: Individual

Total # of Acres Farmed: 15.0

County: 78

Primary Farm Type: Rented/Leased to Others

Policy Deductible: \$1,000

Windstorm or Hail Deductible: In any one occurrence of Windstorm or Hail, the total deductible for all covered Windstorm or Hail losses will be \$2,000 unless a higher All Other Perils Deductible applies. Please see form 33187 for additional information.

Section I - Property Protection

LOCATION 001

Property Description:

Location Address: 22881 Three Bridge Rd
Council Bluffs, IA 51503-4229

Rating Information: Protection Class: 10W
County: 78 Pottawattamie
Community: Lewis Ts Fpsa

Coverage A - Dwelling

Masonry Veneer Owner Occupied Primary 1968
Roof Year 2016
Roof Material Wood
Replacement Cost
Insurance to Value 100%
Special Perils
Adjusted Value Provision Applies
Adjusted Value Factor 1.124

LIMITS
\$975,900

PREMIUM
[REDACTED]

Coverage B - Other Non-Farm Structures

Replacement Cost
Special Perils

\$172,280

[REDACTED]

Coverage C - Household Personal Property

Replacement Cost
Broad Perils

\$723,285

[REDACTED]

Coverage D - Additional Living Expense

\$195,180

Included

Residential Deductible

\$2,000 Windstorm or Hail Deductible
\$1,000 All Other Perils Deductible

Coverages That Apply

Property Coverage Limitation for Fungi, Wet Rot, Dry Rot
and Bacteria resulting from a covered cause of loss
Refrigerated Products
Replacement Cost Household Personal Property
Increased Cost Coverage

\$100,000
\$500

Included
Included
[REDACTED]



AUTO-OWNERS (MUTUAL) INS. CO.

AGENCY BUTTERBAUGH INSURANCE CENTER
07-0458-00 DW Mkt Terr 030

Company Bill

POLICY NUMBER
Company Use

52-882-851-00
79-41-IA-2006

INSURED ROBERT CAPUTO

Term 06-19-2022 to 06-19-2023

Forms That Apply To This Location:

33412 (01-03) 33465 (01-18) 33428 (08-19) 33279 (03-16) 33463 (03-16)

Secured Interested Parties: None

Coverage F - Farm Personal Property

	LIMITS	PREMIUM
Blanket Farm Personal Property	\$2,500	Included
100% Rates Apply		
Actual Cash Value		
Broad Perils		
\$2,000 Windstorm or Hail Deductible		
\$1,000 All Other Perils Deductible		
Cab Glass Breakage Waiver of Deductible		Included
Secured Interested Parties: None		

Additional Coverages

	LIMITS	PREMIUM
Fire Department Charges	\$500	Included
Credit and Fund Transfer Card Coverage	1,000	Included
Newly Acquired Farm Personal Property	250,000	Included
Extra Expense Coverage	2,500	\$24.25
Power and Light Pole Coverage	1,000	Included
Road Trouble Service - Farm Implements	500	Included
Clean up and Removal of Pollutants	10,000	Included
Transportation of Farm Personal Property		Included
Damage From Collapse of a Building		Included
Terrorism - Certified Acts		.24
See Forms 59350, 33475, 59390		

Section II - Personal Liability Protection

	LIMITS	PREMIUM
Coverage G - Personal Liability (each occurrence)	\$500,000	[REDACTED]
Coverage H - Medical Payments to Others (each person)	\$5,000	[REDACTED]
Premium Adjustments That Apply		
Residences Occupied by Tenant (1)		[REDACTED]
Additional Coverages That Apply		
Upset and Overspray	\$25,000	Included
Farm Products Recall	10,000	Included
Optional Coverages That Apply		
Recreational Vehicle Liability		[REDACTED]
Terrorism - Certified Acts		[REDACTED]
See Forms 59350, 33475, 59390		

	TERM
TOTAL POLICY PREMIUM	[REDACTED]
PAID IN FULL DISCOUNT	[REDACTED]
TOTAL POLICY PREMIUM IF PAID IN FULL	[REDACTED]



Owners

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY BUTTERBAUGH INSURANCE CENTER
07-0458-00 DW MKT TERR 030

(712) 328-0305

UMBRELLA POLICY DECLARATIONS

Renewal Effective 06-19-2022

POLICY NUMBER 52-882-851-01

Company Use 79-22-IA-2006

INSURED ROBERT CAPUTO
ARDETH K CAPUTO

ADDRESS 22881 THREE BRIDGE RD

COUNCIL BLUFFS IA 51503-4229

Company Bill

POLICY TERM

12:01 a.m. to 12:01 a.m.
06-19-2022 to 06-19-2023

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

FARM

SEE SCHEDULE A FOR UNDERLYING LIMITS REQUIRED

LIMIT OF LIABILITY: \$ 1,000,000 Each Occurrence

PREMISES LOCATION: 22881 THREE BRIDGE RD COUNCIL BLUFFS IA 51503-4229

RATING INFORMATION: Territory 001 Pottawattamie County, IA

FORMS THAT APPLY TO ENTIRE POLICY:

26290 (05-00)	66029 (05-12)	26335 (11-92)	59154 (02-86)	66031 (05-12)
26328 (08-91)	26043 (02-82)	59351 (01-15)	26667 (10-18)	26474 (09-02)
26507 (07-08)	66004 (05-12)	66140 (04-16)	66144 (10-16)	66128 (06-17)
66153 (12-17)	66081 (08-18)			

BASE UMBRELLA PREMIUM

PREMIUM

ADDITIONAL CHARGES

Number of Private Passenger Autos/Pick-ups & Vans/
Motorhomes/Motorcycles: 1

Included

Number of Antique Automobiles: 1

Number of Unlicensed Recreational Vehicles: 1

Farms 500 Acres or Less

Included

Owned Residence Rented to Others:
1 - 1 Family Dwelling(s)

EXCLUDED

TERRORISM-CERTIFIED ACTS SEE FORM 59351
TERRORISM COVERAGE

A premium charge may be made effective 01-01-2028. See forms 26507 59392

Discount(s)

Mature Discount Applies.
Umbrella/Home Multi-Policy Discount applies.
Umbrella/Auto Multi-Policy Discount applies.

TOTAL POLICY PREMIUM

TERM



Jana Lemrick/Director, Human Resources

**Discussion and/or decision on Department
Head Contracts.**

**EMPLOYMENT AGREEMENT
WITH
POTTAWATTAMIE COUNTY, IOWA**

This Employment Agreement ("Agreement") made and entered into the 1st day of July, 202~~x~~4 by and between Pottawattamie County, Iowa (the "County"), through its Board of Supervisors, (the "Board") and ~~xxxx~~ (the "Employee") as ratified by action of the Board at a regular meeting held on xx xx, xxxx.

In consideration of the mutual promises of each, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and EMPLOYEE agree as follows:

1. **TERM.** The Board agrees to employ the Employee and the Employee hereby accepts County employment for a term commencing on XX XX, XXXX and ending on XX XX XXXX.

2. **SALARY.** The County shall pay the Employee a salary of \$~~x~~ per year payable at regular payroll periods as designated by the County. The FLSA status of this position is Exempt. This position is considered to be professional, supervisory and/or administrative in nature a character of which the normal work week of forty (40) hours generally applies. The salary is intended to be appropriate for the position regardless of any variation in time that may be required to fulfill the responsibilities of the position.

3. **VACATION.** The Employee shall be entitled to annual vacation as provided in the Pottawattamie County Employee Handbook. In addition, the Employee shall be granted an additional five (5) days of Personal Leave with pay. Any unused Personal Leave shall not be carried over to the following contract year. Any unused Personal Leave may be cashed out at the end of each fiscal year.

4. **BENEFITS.** The County provides a group health insurance plan for the benefit of all of its employees. If the Employee participates in the group health plan, the County agrees to make a monthly contribution on behalf of the Employee in an amount to be determined by the Board towards the group health insurance plan. The Employee shall also receive sick leave, paid holidays and other fringe benefits as provided in the Pottawattamie County Employee Handbook.

5. **DUTIES.** The Employee shall faithfully perform his or her duties for the County as prescribed in the Employee's job description, herein incorporated as *EXHIBIT A*, in addition to other duties as may be assigned. The Employee's duties are subject to the policies, procedures and rules of conduct provided in the Pottawattamie County Employee Handbook which may be modified at the County's discretion from time to time.

6. **LIMITATION OF AUTHORITY.** The Employee shall not have the right to make contracts or commitments for ~~the~~ either the County or the Board, without first obtaining the express written consent of the Board. The Employee may renew existing contracts or commitments as part of their regular course of business provided that funding was approved in annual budget.

7. **EMPLOYEE TO DEVOTE FULL-TIME TO COUNTY.** The Employee understands that this position is full-time and agrees not to engage in any other outside business activities, personal or otherwise, without first providing written notice of such activities to the Board regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. The Board will notify the Employee if the activity presents a conflict or interferes with the performance of the Employee's duties.

If the Employee receives compensation for outside business activities in excess of traveling expenses, the Employee shall use vacation time, holidays, compensatory time (if applicable) or other non-duty days for said business activities.

8. **PROFESSIONAL ORGANIZATIONS, MEETINGS AND ACTIVITIES.** The Employee may attend and participate in appropriate professional meetings at the local, state, and national levels as approved by the Board. The Employee may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the Employee's performance of duties for the County.

9. **REIMBURSEMENTS AND EXPENSES.** The Board agrees to reimburse the Employee for reasonable expenses incurred while performing County business, including expenses for lodging, meals and travel expenses. The Employee must present an itemized account of expenditures, pursuant to County policy. The Board may upon written request provide the Employee with the reasonable expenses for membership fees and dues in such professional organizations deemed appropriate by the Board in the performance of the Employee's duties.

10. **COUNTY VEHICLES.** County employees may be provided use of a County vehicle on a regular or temporary basis. Use of a county vehicle must be approved by the Board and may be subject to personal income taxes. County vehicles must be used for County business only. Use of the Employee's personal vehicle for County business will be reimbursed at a mileage rate determined by the County.

11. **TAXABLE BENEFITS.** The County may provide certain fringe benefits to the Employee which may be taxable according to the Internal Revenue Service (IRS). These benefits may include, but are not limited to, County vehicles used for commuting purposes, cellular telephones, PDA's, uniforms and dependent health care coverage. The Employee understands and agrees that the value of these fringe benefits will be included in the Employee's wages for tax purposes.

12. **TERMINATION.** This Agreement may be terminated for any of the following reasons:

A. Mutual Agreement. ~~The Board or the Employee may agree to terminate this Agreement at any time.~~ The Board and Employee may agree to terminate this Agreement upon at least thirty days' notice to the other party. Payment of wages and leave balances will be paid according to the employee handbook.

B. Discharge for Cause. In the event the Employee commits a breach of the obligations and duties under this Agreement, including but not limited to a violation of provision of the Pottawattamie County Employee Handbook, the Board shall have the option to terminate this

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Agreement "for cause". If terminated "for cause", the Employee shall be entitled to payment of wages (including accrued vacation time) through the last day of employment.

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C. Unilateral Termination by County. In the event the Employee is terminated by the Board at will (other than "for cause") the County agrees to pay the Employee thirty (30) days severance pay along with the entirety of their leave balances including vacation time, sick time, and any unused personal days.

D. Death of Employee. Should the Employee die during the term of employment, the County agrees to pay to the Employee's estate any compensation due through the end of the month in which the death occurred, including any accrued vacation time, sick time and any unused personal days.~~leave.~~

13. **SAVINGS CLAUSE.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

14. **CHOICE OF LAW.** Any complaints, lawsuits and/or special proceedings under this Agreement, shall be construed in accordance with and under and pursuant to the laws of the State of Iowa.

15. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

16. **CONFIDENTIALITY OF PROPRIETARY INFORMATION.** Employee agrees, during or after the term of this employment, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity other than what is considered information found in the public domain.

17. **ASSISTANCE IN LITIGATION.** Employee shall upon reasonable notice, furnish such information and proper assistance to the County as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.

18. **INDEMNITY.** The County shall hold the Employee harmless for any and all actions taken against the County and/or the Employee as a result of actions performed by the Employee during the course of and within the scope of the Employee's official duties as provided in Iowa Code Chapter 670. The County will also provide professional liability insurance for the Employee to be in effect during the term of this Agreement. Said liability insurance shall be of an amount and type to cover the Employee for any and all actions taken against the Employee as a result of actions performed by the Employee during the course of and within the scope of the Employee's official duties.

19. **SEVERABILITY.** If, for any reason, any provision of this Agreement is held invalid, all other provisions of this Agreement shall remain in effect. If this Agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior Agreement between the County (or any predecessor thereof) and the Employee shall be deemed reinstated as if this Agreement had not been executed.

20. **LIMITED EFFECT OF WAIVER BY COUNTY.** Should the County waive breach of any provision of this Agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.

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21. **MODIFICATIONS.** This Agreement may be modified only in writing signed by both the County and the Employee.

22. **COMPLETE AGREEMENT.** This Agreement contains the complete understanding of the employment arrangement between the Board and the Employee and replaces and supersedes all other understandings and/or agreements between the Employee and the County.

SIGNED THIS _____ DAY OF _____ 20224

POTTAWATTAMIE COUNTY, IOWA EMPLOYEE

Scott Belt, Chair
Board of Supervisors

Received/Filed

Fee Book (05/01/2022 - 05/31/2022)

Criteria: {FMXFUS01_RPT_POTT.TndrDate} >= #05/01/2022# AND {FMXFUS01_RPT_POTT.TndrDate} <= #05/31/2022#

	Count	Total Fund Amount
Recording Fees		
RMA	1354	\$1,360.00
E-Commerce	1354	\$1,360.00
Audit	387	\$2,045.00
Recording	1354	\$32,040.00
County Transfer Tax	212	\$32,046.93
State Transfer Tax	212	\$153,733.87
Photo Copies	24	\$286.20
Total For Recording Fees	4897	\$222,872.00
Other Fees		
COUNTY PASSPORT APPLICATION FUND	46	\$7,229.75
Total For Other Fees	46	\$7,229.75
Boats		
Boat Writing	21	\$732.50
Boat State	21	\$15,851.90
Boat Title County	18	\$355.00
Boat Title State	18	\$461.50
Boat Liens State	7	\$78.00
Use Tax	20	\$43,551.83
Boat Lien County	7	\$60.00
Road Pass	17	\$1,600.00
DNR Postage	19	\$63.00
Total For Boats	148	\$62,753.73
Hunt and Fish		
Hunt Fish County	4	\$3.50
Hunt Fish State	4	\$170.50
Total For Hunt and Fish	8	\$174.00
ELSI		
ELSI Couny	39	\$473.75
ELSI State	20	\$2,065.00
Total For ELSI	59	\$2,538.75
Vitals		
Cert Copy County	62	\$2,392.00
Cert Copy State	62	\$6,578.00
Marriage County	66	\$264.00
Marriage State	66	\$2,046.00
Three Day Waiver	1	\$5.00
Total For Vitals	257	\$11,285.00
Collected Total:		\$306,853.23
Charged Total:		\$21.00
Grand Total:		\$306,874.23

Recorder

MR #	42962	May-22		ck# 5258
Amount	Account #	Account Name		
\$2,656.00	0001-1-07-8110-413000-000	Vital Records		
\$1,360.00	0024-1-07-8110-400001-000	RMA		
\$473.75	0001-1-07-8110-409000-000	ELSI		
\$32,046.93	0001-1-07-8110-404000-000	Transfer Tax		
\$32,326.20	0001-1-07-8110-400000-000	Office Fees		
\$2,045.00	0001-1-07-8110-410000-000	Auditor Fees		
\$732.50	0001-1-07-8110-402000-000	Boat Writing Fee		
\$60.00	0001-1-07-8110-402000-000	Boat Liens		
\$7,229.75	0001-1-07-8110-414000-000	Passports		
\$63.00	0001-1-07-8110-415000-000	DNR Boat Postage		
\$1,600.00	0001-1-07-8110-407000-000	ATV ROADPASS		
\$3.50	0001-1-07-8110-417000-000	Hunting/Fishing License		
\$80,596.63	Total	Checks prepared by: M.H.		

Synn Herrington, Deputy

Public Comments