

# Consent Agenda

August 30, 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 Schultz, and second by Shea, to approve:

- A. August 23, 2022, Minutes as read.
- B. Secondary Roads – Employment of Brady Flemming as an Equipment Operator.
- C. Sheriff – Employment of Brandon Huebner and Jerrold Hallstrom as a part-time Entry Security Personnel.

**2. SCHEDULED SESSIONS**

Motion made by Shea, second by Schultz, to open Public Hearing on Pottawattamie County’s amendment to current county budget for FY2022-23.

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

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

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

Motion by Schultz, second by Grobe, to approve **Resolution No. 57 -2022** entitled: Resolution to Approve Pottawattamie County’s amendment to current county budget for FY 2022-23.

**RESOLUTION NO. 57-2022**

**WHEREAS**, there were necessary expenses incurred in several county departments, causing the budget of that department to exceed 100% of costs; and

**WHEREAS**, the Board of Supervisors, County Attorney, Veteran Affairs, Conservation, Public Health, Unemployment, Human Resources, IT, Planning, GIS and Nondepartmental have exceeded their Budget due to said necessary expenditures; and

**WHEREAS**, the Amendment to the Fiscal Year 2022/23 Budget for the Board of Supervisors, County Attorney, Veteran Affairs, Conservation, Public Health, Unemployment, Human Resources, IT, Planning, GIS, and Nondepartmental shall be substantially as follows:

<b>DEPT #</b>	<b>Revenue Amount</b>	<b>Expense Amount</b>
Board of Supervisors - 01	\$ 2,550,000	\$ 5,806,000
<b>Total</b>	<b>\$ 2,550,000</b>	<b>\$ 5,806,000</b>
County Attorney - 04		\$ 200,000
<b>Total</b>	<b>\$ -</b>	<b>\$ 200,000</b>
Veteran Affairs - 21		\$ 34,400
<b>Total</b>	<b>\$ -</b>	<b>\$ 34,400</b>
Conservation - 22	\$ 910,850	\$ 832,850
<b>Total</b>	<b>\$ 910,850</b>	<b>\$ 832,850</b>
Public Health - 23	\$ 184,500	\$ 56,500
<b>Total</b>	<b>\$ 184,500</b>	<b>\$ 56,500</b>
Unemployment - 40	\$ -	\$ 40,000
<b>Total</b>	<b>\$ -</b>	<b>\$ 40,000</b>
Human Resources (PR) - 50	\$ -	\$ 8,000
<b>Total</b>	<b>\$ -</b>	<b>\$ 8,000</b>
IT - 52	\$ -	\$ 174,300
<b>Total</b>	<b>\$ -</b>	<b>\$ 174,300</b>

Planning - 53	\$ 255,000	\$ 300,000
<b>Total</b>	<b>\$ 255,000</b>	<b>\$ 300,000</b>
GIS - 54	\$ 30,128	\$ -
<b>Total</b>	<b>\$ 30,128</b>	<b>\$ -</b>
Nondepartmental - 99	\$ -	\$ 5,021,841
<b>Total</b>	<b>\$ -</b>	<b>\$ 5,021,841</b>
	<b>\$ 3,930,478</b>	<b>\$ 12,473,891</b>

**WHEREAS**, the Board of Supervisors desires to allow those expenditures, and no tax increase will occur due to these expenditures; and

**WHEREAS**, the public had due notice of the Budget Amendment Hearing held on August 30, 2022, and at the hearing, due time was allowed for objections to any and all portions of the amended budget.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Supervisors of Pottawattamie County, hereby amends the Fiscal Year 2022/23 budget.

Dated this 30th day of August, 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 Shea, second by Schultz, to approve and authorize Board to sign **Resolution No. 56-2022** entitled: RESOLUTION FOR TRANSFER FROM GENERAL FUND TO VETERAN AFFAIRS DONATIONS FUND.

**RESOLUTION NO. 56-2022**

**RESOLUTION for Transfer from General Fund to Veteran Affairs Donations Fund**

**WHEREAS**, it is desired to transfer money from General Fund to Veteran Affairs Donations Fund; and

**WHEREAS**, said transfer is in accordance with Section 331.432, Code of Iowa; and

**NOW THEREFORE BE IT RESOLVED**, that the Pottawattamie County Board of Supervisors as follows:

SECTION 1: The sum of \$4,163.72 is ordered to be transferred from General Fund to Veterans Affairs Donations Fund, and

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

Dated this 30<sup>th</sup> Day of August, 2022.

ROLL CALL VOTE

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

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

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

Motion by Belt, second by Shea, to approve and authorize Board to sign **Resolution No. 58-2022** entitled: RESOLUTION transfers from Gaming Fund to West SWCD/Pottawattamie County Structures Fund and East SWCD/Pottawattamie County Structures Fund.

**RESOLUTION NO. 58-2022**

**RESOLUTION FOR TRANSFERS FROM GAMING FUND TO WEST SWCD/POTT CO STRUCTURES FUND AND EAST SWCD/POTT CO STRUCTURES FUND.**

**WHEREAS**, it is desired to transfer money from the Gaming Fund to West SWCD/Pott Co Structures Fund, and from the Gaming Fund to East SWCD/Pott Co Structures Fund; and

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

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

SECTION 1: The sum of \$15,000.00 is ordered to be transferred from the Gaming Fund to the West SWCD/Pott Co Structures Fund;

SECTION 2: The sum of \$10,000.00 is ordered to be transferred from the Gaming Fund to the East SWCD/Pott Co Structures Fund;

SECTION 3: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of these operating transfers.

Dated this 30<sup>th</sup> Day of August, 2022.

ROLL CALL VOTE

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

ATTEST: \_\_\_\_\_

Melvyn Houser, County Auditor

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

Motion by Schultz, second by Shea, to approve and authorize Board to sign Resolution No. 59-2022 entitled: RESOLUTION for transfer from General Basic to Secondary Roads Fund.

RESOLUTION NO. 59-2022

RESOLUTION FOR TRANSFER FROM GENERAL BASIC TO SECONDARY ROADS FUND.

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

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

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

SECTION 1: The sum of \$115,582.00 is ordered to be transferred from the General Basic Fund to Secondary Roads Rund, and

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

Dated this 30th Day of August, 2022.

ROLL CALL VOTE

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

ATTEST: \_\_\_\_\_

Melvyn Houser, County Auditor

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

Motion by Belt, second by Schultz, to approve and authorize Board to sign Resolution No. 60-2022 entitled: RESOLUTION for transfer from General Fund to General Supplemental Fund.

RESOLUTION NO. 60-2022

RESOLUTION FOR TRANSFER FROM GENERAL FUND TO GENERAL SUPPLEMENTAL FUND.

WHEREAS, it is desired to transfer money from the General Basic Fund to General Supplemental Fund.

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

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

SECTION 1: The sum of \$385,337.00 is ordered to be transferred from the General Basic Fund to General Supplemental Fund, and

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

Dated this 30th Day of August, 2022.

ROLL CALL VOTE

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

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

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

Motion by Schultz, second by Belt, to approve and authorize Board to sign **Resolution No. 61-2022** entitled: RESOLUTION for transfer from Gaming Fund to Property Acquisition/Improvement Donations Fund.

**RESOLUTION NO. 61-2022**

**RESOLUTION FOR TRANSFER FROM GAMING FUND TO PROPERTY ACQUISITION/IMPROVEMENT DONATIONS FUND.**

**WHEREAS**, it is desired to transfer money from the Gaming Fund to Property Acquisition Improvement Donations Fund.

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

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

SECTION 1: The sum of \$1,200,000 is ordered to be transferred from the Gaming Fund to Property Acquisition/Improvement Donations Fund, and

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

Dated this 30th Day of August, 2022.

ROLL CALL VOTE

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

ATTEST: \_\_\_\_\_

Melvyn Houser, County Auditor

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

Chief Carmody/Council Bluffs Police Department and Jeff Theulen/Chief Deputy, Sheriff Office, updated the Board on the 100-yard shooting range and training center. Discussion only. No action taken.

Motion by Schultz, second by Shea, to approve the recommendation of Financial Allocation for Grant Writing Services to Accompany the RPCIC Initiative up to \$75,000 from Gaming.

UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 64-2022** entitled: Resolution by the Pottawattamie County Board of Supervisors, State of Iowa to Support and Allocate American Rescue Plan Act (ARPA) Funds to the Rural Pottawattamie County Infrastructure Collaborative (RPCIC).

**RESOLUTION NO. 64-2022**

**A RESOLUTION BY THE POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS, STATE OF IOWA TO SUPPORT AND ALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO THE RURAL POTTAWATTAMIE COUNTY INFRASTRUCTURE COLLABORATIVE (RPCIC).**

**WHEREAS**, the Pottawattamie County Board of Supervisors, Iowa West Foundation, Advance Southwest Iowa Corporation and Golden Hills Resource Conservation & Development have partnered on the RPCIC initiative, and

**WHEREAS**, the RPCIC initiative is a county-wide collaborative that has identified current and future infrastructure/community projects in rural Pottawattamie County, and

**WHEREAS**, the RPCIC is at the pivotal stage to begin providing guidance and resources to those rural Pottawattamie County communities that have vetted infrastructure projects that will meet the deadline of 2026 to utilize ARPA and/or other grants/loans to complete their pending infrastructure projects, and

**WHEREAS**, the RPCIC is requesting an allocation of \$1,500,000 in ARPA funds from Pottawattamie County to be utilized as the match requirement for ARPA and/or other grant/loan applications that will be submitted by communities in rural Pottawattamie County, and

**WHEREAS**, Advance Southwest Iowa Corporation recommends McClure Engineering (the RPCIC’s current consultant) to provide rural Pottawattamie County communities assistance with the completion and submittal of competitive grant/loan applications, and

**WHEREAS**, Advance Southwest Iowa Corporation will continue to provide the Pottawattamie County Board of Supervisors on-going updates regarding the RPCIC initiative as well as ARPA and other infrastructure grants/loans pursuant to the before mentioned vetted infrastructure projects.

**THEREFORE, BE IT RESOLVED BY THE POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS, STATE OF IOWA:** That the Pottawattamie County Board of Supervisors support the Rural Pottawattamie County Infrastructure Collaborative (RPCIC) and approve their request for \$1,500,000 in ARPA funds to be utilized for matching funds for infrastructure projects for communities in rural Pottawattamie County.

Dated this 30<sup>th</sup> Day of August, 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

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ATTEST: \_\_\_\_\_

Melvyn Houser, County Auditor

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

Kaylee Langrell/Turnkey Logistics, representing Summit Carbon Solutions appeared before the Board to give a presentation to the Board on the project update for Summit Carbon Solutions pipeline. Discussion only. No action taken.

Motion by Belt, second by Shea, to approve the Pottawattamie County Subaward Agreement Amendment to provide federal assistance from the HMGP 4421DR.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to approve/deny change order #9 RTU Steel Supports Pricing in the amount of \$4,647.

UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a motion was made by Shea, second by Schultz, to terminate the Farm Lease with Nick Hanson D/B/A Hanson Brothers Land & Livestock LLC for property legally described as: Commencing at the Southwest corner of the SW1/4 NW1/4 of Section 22, Township 76, Range 44, thence West along the South line of said SW1/4 NW1/4 to the Intersection of the East right-of-way line of the I.C. Railroad, thence Northerly along this Right-of-way line 1545 feet, thence Easterly 200 feet along the centerline of a Drainage ditch, thence continuing Southeasterly along this ditch 1301 feet to a point On the East line of SW1/4 NW1/4 802 feet North of the Southeast corner of saidSW1/4 NW1/4, thence South 802 feet along said East line to the Point of Beginning. Commonly referred to as Crescent Wildlife Area.

UNANIMOUS VOTE. Motion Carried

After discussion was held by the Board, a motion was made by Shea, second by Belt, to terminate Farm Lease with Nick Hanson D/B/A Hanson Brothers Land & Livestock LLC for property legally described as: Commencing at the center of said Section 28; thence S8936'07"E 1099.49 ft. along the north line of said NW 1/4 SE 1/4; thence S22°11'50"W 112.44 ft.; thence southwesterly 614.43 ft. along a 768.51 ft. radius curve, concave northwesterly, and having a chord bearing S45°06'05"W 598.19 ft.; thence S68°00'20"W 681.74 ft. to a point on the west line of said NW 1/4 SE 1/4; thence N0°04'55"W 789.31 ft. along said west line to said center of Section 28, the Point of Beginning. Commonly referred to as Pheasants Forever Food Plot.

UNANIMOUS VOTE. Motion Carried.

### 3. OTHER

Motion by Belt, second by Shea, to approve and authorize Chairman to sign Law Enforcement Service Contract between Pottawattamie County and the City of Avoca.

UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a motion was made by Shea, second by Schultz, to approve the employee handbook updates to Sick Leave Donation Policy number 604 item (4).

UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a motion was made by Schultz, second by Grobe, to approve Hungry Canyons Alliance annual membership fee of \$4,750 for FY 22/23.

UNANIMOUS VOTE. Motion Carried.

Discussion was held on the Partnership support for the Western Iowa Tourism Region for FY 22/23 for \$500. Discussion only. No Action taken.

### 4. RECEIVED/FILED

#### A. Salary Action(s):

- 1) Environmental Health – Payroll status change for Steven Hanson.
- 2) Secondary Roads – Payroll status change for Travis Bauer.
- 3) Human Resources – Payroll status change for Jacob Head.
- 4) Mental Health – Payroll status change for Molly Brown.
- 5) Attorney – Payroll status change for Leanne Gifford.

#### B. Reports

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



**5. PUBLIC COMMENTS**

No Public Comments.

**6. ADJOURN**

Motion by Shea, second by Schultz, to adjourn meeting.  
UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:50 A.M.

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Tim Wichman, Chairman

ATTEST: \_\_\_\_\_  
Melvyn Houser, Pottawattamie County Auditor

APPROVED: September 6, 2022  
PUBLISH: X

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

Vendor Name	Payable Description	Total Payments
3312 WEST BROADWAY PROPERTIES LLC	RENT - PUBLIC HEALTH	1,530.00
3RD DEGREE SCREENING INC	PROF SVC - HR	82.00
4IMPRINT INC	SUPPLIES - ANIMAL HEALTH	115.26
88 TACTICAL OMAHA LLC	PROF SVC - SHERIFF	1,400.00
A AND L HYDRAULICS INC	ROADS/PARTS	875.77
A PLUS UNITED RADIATOR REPAIR	ROADS/REPAIR	225.00
A VITAL SIGNS UNLIMITED INC	PROF SVC - ENV HEALTH	3,859.20
ABBE CENTER FOR COMMUNITY MENTAL HEALTH	RCF - SWIA MHDS REGION	6,637.80
ACCURATE LAWN & IRRIGATION LLC	PROF SVC - B&G	2,683.00
ACME RESTORATIONS INC	PROF SVC - SHERIFF	1,899.67
ACTION SIGNS INC	PROF SVC - B&G	15.00
ADAM KLEIN	REIMB EXP - IT	15.25
AGRI DRAIN CORP	ROADS/SUPPLIES	1,860.79
AGRILAND FS INC	FUEL - CONSERVATION	1,954.17
AIRGAS INC	ROADS/SUPPLIES	1,071.20
ALAN WEGMAN	MEETING - BOARD	280.00
ALBIREO ENERGY	PROF SVC - JAIL	408.00
ALEGENT CREIGHTON CLINIC	MED SVC - SHERIFF	945.00
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	413.70
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	240.96
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	3,277.30
ALEGENT HEALTH PSYCHIATRIC ASSOCIATES	MED SVC - SWIA MHDS REGION	269.20
ALL COPY PRODUCTS INC	PROF SVC - WIC	65.27
ALLEY POYNER MACCHIETTO ARCHITECTURE INCORPORATED	PROF SVC - NON-DEPARTMENTAL	107,400.00
ALLIED OIL & TIRE COMPANY	SUPPLIES - CONSERVATION	826.20
AMAZON CAPITAL SERVICES INC	SUPPLIES - B&G	7,475.32
AMERICAN FUTURE SYSTEMS INC	PROF SVC - JAIL	159.00
AMERICAN NATIONAL BANK	PROCESSING FEES - JAIL	400.48
AMERICAN NATIONAL BANK	MO BILL - JAIL	29,711.15
ANDERSEN DOOR SERVICE INC	PROF SVC - CONSERVATION	384.00
ANDREA C FREENY	TRANSCRIPTS - CO ATTORNEY	590.50
ANDREW BESCO	MEETING - BOARD	220.00
ANDREW W SMITH	REIMB EXP - JAIL	206.46
ANDRY HAYDUK	RENT ASSIST - GA	550.00
ARAMARK UNIFORM & CAREER APAREL GROUP INC	SUPPLIES - JAIL	78,883.53
ARNOLD MOTOR SUPPLY	ROADS/PARTS	490.13
ASPEN EQUIPMENT CO	ROADS/MATERIALS	1,458.53
AT&T MOBILITY LLC	MO BILL - EMA	380.03
ATV MOTOR SPORTS	SUPPLIES - CONSERVATION	501.26
AVENZA SYSTEMS INC	SOFTWARE - GIS	594.00
AVI SYSTEMS INC	PROF SVC - IT	8,236.69
AVOCA VETERINARY	PROF SVC - ANIMAL CONTROL	158.00
BARBARA CHENEY	REIMB EXP - SWIA MHDS REGION	75.00
BAUER BUILT INC	PROF SVC - SHERIFF	1,309.68
BECKY LENIHAN	REIMB EXP - AUDITOR	158.75
BENNETT REFRIGERATION INC	PROF SVC - JAIL	1,177.49
BIG RED CONCRETE PUMPING INC	ROADS/MATERIALS	1,295.44
BILL M DEYEAGER	MEETING - BOARD	20.00
BILLS WATER CONDITIONING INC	MO BILL - JAIL	604.40
BILLYS INC	SUPPLIES - CONSERVATION	539.00
BISHOP BUSINESS EQUIPMENT COMPANY	SUPPLIES - AUDITOR	1,020.81
BLACK HILLS UTILITY HOLDING	MO BILL - JAIL	2,397.76
BLANCA PONCE DOMINGUEZ	REIMB EXP - WIC	29.64
BLUFFS ADVERTISING LLC	PROF SVC - BOARD	2,250.00
BLUFFS TAXI AND COURIER INC	TRANSPORT - JAIL	51.50
BOB BARKER COMPANY INC	SUPPLIES - JAIL	720.70
BOHLMANN INC	PROF SVC - CONSERVATION	775.00
BOMGAARS SUPPLY INC	SUPPLIES - CONSERVATION	5,039.05
BOO INC	ROADS/PARTS	578.39
BP ENTERPRISES INC	PROF SVC - SHERIFF	436.02
BRANDON VORTHMANN	MEETING - BOARD	20.00
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	734.00
BRENDA DAU	MEETING - BOARD	40.00
BRENDA WINDMULLER	MEETING - BOARD	20.00
BRIAN MILLER	REIMB EXP - SHERIFF	1,215.06
BRIAN MCMILLIN	PROF SVC - BOARD	16,800.00
BRUMLEY SUPPLIES LLC	ROADS/SUPPLIES - CENTRAL	6,339.76
BRYAN YODER	PROF SVC - CONSERVATION	2,556.88
BUCKLEY POWDER CO	ROADS/DUST CONTROL	37,570.50
BUSINESS CLEANING SOLUTIONS INC	MO BILL - CONSERVATION	517.00
C & J INDUSTRIAL SUPPLY INC	ROADS/UTILITIES - CENTRAL	126.50
CARROLL COUNTY COUNCIL FOR THE PREVENTION OF CHILD ABUSE CCCPCA	SUPPORT SVC - SWIA MHDS REGION	11,400.00
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY INC	ROADS/SUPPLIES	17.75
CASS COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	669.99
CASS COUNTY (IA) AGRICULTURAL EXTENSION DISTRICT	PROF SVC - SWIA MHDS REGION	200.00
CEN PRO	ROADS/SUPPLIES	737.50
CENTRAL IOWA JUVENILE DETENTION CENTER	TRANSPORT - SWIA MHDS REGION	689.13
CENTRAL IOWA READY MIX	ROADS/MATERIALS	10,185.00
CENTURY LINK COMMUNICATIONS LLC	MO BILL - IT	1,171.48
CENTURYLINK INC	MO BILL - IT	4,543.79
CERTIFIED PROPERTY MANAGEMENT INC	RENT ASSIST - GA	747.00
CHASITY KEPHART	REIMB EXP - SWIA MHDS REGION	414.13
CHERI DAHLHEIM	REIMB EXP - MED EXAMINER	144.19
CHEYENNE REYNEK	REFUND - CONSERVATION	350.00
CHRISTIAN HOME ASSOCIATION	PROF SVC - DHS	1,912.65

CHRISTOPHER KOZIOL	SVC FEES - CO ATTORNEY	14.00
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	396.27
CITIBANK NA	SUPPLIES - CONSERVATION	133.97
CITY OF AVOCA	ROADS/UTILITIES	73.67
CITY OF CARSON	ROADS/UTILITIES	66.52
CITY OF COUNCIL BLUFFS	TRANSPORT - JAIL	3,545.00
CITY OF HANCOCK	MO BILL - CONSERVATION	533.31
CITY OF OAKLAND	MO BILL - ENV HEALTH	25.00
CITY OF WALNUT	ROADS/UTILITIES	42.00
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC	PROF SVC - SHERIFF	171.50
COMMON GROUND DISTRIBUTORS INC	SUPPLIES - CONSERVATION	53.87
CONCERNED INC	SUPPORT SVC - SWIA MHDS REGION	202.50
CONNER PSYCHOLOGICAL SERVICES PC	MED SVC - COMMUNICATIONS	1,925.00
CONTRACT PHARMACY SERVICES INC	SUPPLIES - JAIL	13,605.99
CONVERGEONE INC	PROF SVC - IT	3,149.55
CORNERSTONE COMMERCIAL CONTRACTORS INC	PROF SVC - BOARD	29,883.05
CORNHUSKER INTERNATIONAL TRUCKS INC	ROADS/PARTS	30.46
COUNCIL BLUFFS CHAMBER OF COMMERCE	WORKFORCE - BOARD	25,150.00
COUNCIL BLUFFS WATER WORKS	MO BILL - JAIL	5,641.14
COUNTRY CARE CENTER CORPORATION	RCF - SWIA MHDS REGION	49,532.60
COVERTTRACK GROUP INC	SUBSCRIPTION - SHERIFF	600.00
COX COMMUNICATIONS INC	MO BILL - IT	5,987.51
CREDIT BUREAU OF COUNCIL BLUFFS INC	PROF SVC - COMMUNICATIONS	62.50
CRYSTAL CLEAR WATER INC	MO BILL - RECORDER	55.75
CSI SSP INC	SUPPLIES - AUDITOR	1,505.09
CTM MEDIA GROUP INC	PROF SVC - BOARD	7,000.00
CUMMINS INC	ROADS/PARTS	100.24
CUTLER ONEILL INC	TRANSPORT - MED EXAMINER	2,200.00
D & S FEEDERS LLC	ROADS/SHEDS	8,514.36
D DAVID CASSON	MEETING - BOARD	40.00
D M G INC	PROF SVC - B&G	1,365.82
D R ANDERSON CONSTRUCTORS CO	PROF SVC - SHERIFF	201,057.94
DAN CLOYD	RENT ASSIST - GA	600.00
DANELLE BRUCE	REIMB EXP - SWIA MHDS REGION	180.00
DANNIELLE EASTON	REIMB EXP - MED EXAMINER	556.66
DAVE LYON TOWING & REPAIR LLC	ROADS/SERVICES - 378	1,225.00
DAVID DAU	MEETING - BOARD	40.00
DAVID W COBERLY SR	PROF SVC - SHERIFF	1,203.66
DEAN ANDERSON	MEETING - BOARD	20.00
DEBBIE SCHULER	REIMB EXP - SWIA MHDS REGION	63.38
DEK CORP	PROF SVC - SHERIFF	1,026.83
DELL MARKETING LP	EQUIP - WIC	9,209.67
DENNIS SUPPLY COMPANY	SUPPLIES - COMMUNICATIONS	833.84
DESIREE DALE	REIMB EXP - COMMUNICATIONS	45.67
DEVORE FENCING SERVICE LLC	PROF SVC - CONSERVATION	3,175.61
DIAMOND OIL COMPANY	FUEL - CONSERVATION	2,138.87
DIANE FORRISTALL	MEETING - BOARD	20.00
DLR GROUP INC	PROF SVC - B&G	743.75
DON SCHEFFLER	MEETING - BOARD	40.00
DONALD NIELSON	PUBLICATIONS - BOARD	3,041.53
DONALD NIELSON	PUBLICATIONS - BOARD	2,366.87
DONALD W MATHEWS	PROF SVC - SHERIFF	370.43
DUANE NIELSEN	MEETING - BOARD	80.00
DUSTIN CLAYTON	PRESENTER - CONSERVATION	1,100.00
DXP ENTERPRISES INC	SUPPLIES - B&G	95.44
EBS c/o AMERICAN NATIONAL BANK	EBS RETIREES - JAIL	4,621.26
ECHO GROUP INC	SUPPLIES - JAIL	1,458.20
ECHOSAT INC	ROADS/UTILITIES	224.75
ECOLAB INC	SUPPLIES - JAIL	683.77
ELECTRONIC CONTRACTING COMPANY	PROF SVC - JAIL	1,600.00
EMBRACE IOWA INC	SUPPORT SVC - SWIA MHDS REGION	2,068.00
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	PROF SVC - GIS	32,300.00
ENVIRONMENTAL WORKS INC	PROF SVC - NON-DEPARTMENTAL	14,295.00
ERICH RACHWITZ	PROF SVC - SHERIFF	1,912.34
EVIZZIT LLC	MH SVC - SWIA MHDS REGION	3,842.41
FARM SERVICE COOPERATIVE	ROADS/FUEL	89,190.26
FARMERS MUTUAL COOPERATIVE TELEPHONE COMPANY	ROADS/UTILITIES	647.99
FASTENAL COMPANY	SUPPLIES - JAIL	625.52
FBI LEEDA INC	TRAINING - SHERIFF	1,390.00
FELSBURG HOLT & ULLEVIG INC	ROADS/SERVICES	6,600.00
FERGUSON US HOLDINGS INC	SUPPLIES - JAIL	829.65
FEURING PROMOTIONS INC	PROF SVC - JAIL	679.00
FIELD DAY DEVELOPMENT LLC	PROF SVC - NON-DEPARTMENTAL	3,875.00
FIKES COMMERCIAL HYGIENE LLC	ROADS/UTILITIES - UNDERWOOD	439.93
FIRESPRING PRINT INC	PROF SVC - SHERIFF	124.17
FLORENCE CRITTENTON HOME OF SIOUX CITY	PROF SVC - DHS	1,446.15
FMTC SWT INC	ROADS/UTILITIES	122.45
FOUR ACES TRANSPORTATION	TRANSPORT - SWIA MHDS REGION	171.00
FOX CREEK FUNDRAISING LLC	PROF SVC - PUBLIC HEALTH	10,770.00
FOX DIRT LLC	PROF SVC - WEST POTT SWCD	2,450.00
FRANK DUNN	ROADS/MATERIALS	799.00
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATIONS	380.08
GARY FORRISTALL	MEETING - BOARD	20.00
GARY NILAN	MEETING - BOARD	20.00
GAWLEY TIRE & REPAIR INC	ROADS/TIRES	5,089.74
GENIE SERVICES	PROF SVC - PUBLIC HEALTH	55.00
GENUINE PARTS COMPANY INC	SUPPLIES - COMMUNICATIONS	722.44
GOVCONNECTION INC	PROF SVC - IT	1,798.80
GRAPHIC COMPUTER SOLUTIONS INC	PROF SVC - CO ATTORNEY	9,500.00

GREAT AMERICA FINANCIAL SERVICES CORPORATION	PROF SVC - SWIA MHDS REGION	233.56
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	PROF SVC - IT	139.96
GREAT PLAINS PEST SERVICES INC	PROF SVC - B&G	319.00
GREAT PLAINS UNIFORMS	PROF SVC - SHERIFF	58.49
GREGORY L DAVIS	MED SVC - JAIL	906.67
GREGORY SOLOTH	MEETING - BOARD	40.00
GRISWOLD COOPERATIVE TELEPHONE CO	ROADS/UTILITIES	36.14
GRP & ASSOCIATES INC	PROF SVC - JAIL	507.00
GUARDIANS OF NORTHEAST IOWA INC	PROF SVC - SWIA MHDS REGION	1,500.00
HAMELE GROUP INC	ROADS/SUPPLIES	2,426.19
HARRISON COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	302.43
HARRISON COUNTY HOMEMAKERS	SUPPORT SVC - SWIA MHDS REGION	1,665.06
HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	647.64
HAWKEYE TRUCK EQUIPMENT CO INC	ROADS/PARTS	2,006.00
HEARTLAND FAMILY SERVICE	ACT - SWIA MHDS REGION	50,935.20
HEARTLAND PHOTOS & DESIGN INC	PROF SVC - CONSERVATION	1,704.85
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES	8,084.86
HEIMES CORP	PROF SVC - CONSERVATION	85.00
HELGET INC	EQUIP - JAIL	80.00
HENRY SCHEIN INC	SUPPLIES - JAIL	924.96
HGM ASSOCIATES INC	ROADS/SERVICES	29,219.71
HI WAY PRODUCTS INC	ROADS/MATERIALS	1,364.95
HOLTZ SERVICE & SMALL ENGINE LLC	ROADS/REPAIR	99.68
HOME DEPOT USA INC	SUPPLIES - CONSERVATION	110.37
HOME PRIDE CONTRACTORS INC	PROF SVC - SHERIFF	717.25
HOTSY EQUIPMENT CO	ROADS/HONEY CRK	830.24
HTC ENTERPRISES LC	ROADS/PARTS	382.24
HY VEE INC	ACADEMY MEALS - SHERIFF	2,142.17
I-80 INN LLC	RENT ASSIST - GA	1,350.00
ICON SYSTEMS INC	SUPPLIES - JAIL	239.79
INDOFF INCORPORATED	SUPPLIES - AUDITOR	749.84
INFOSAFE SHREDDING LLC	PROF SVC - DHS	587.00
INSIGHT PUBLIC SECTOR	LICENSE - SWIA MHDS REGION	64.16
IOW KENWORTH LLC	ROADS/PARTS	1,438.77
IOWA ASSOCIATION OF BUILDING MAINTENANCE ENGINEERS	MEMBERSHIP - B&G	40.00
IOWA COMMUNITIES ASSURANCE POOL	INSURANCE - BOARD	203.00
IOWA COUNTY ATTORNEYS ASSOCIATION	REGISTRATION - CO ATTORNEY	80.00
IOWA MUNICIPALITIES WORKERS COMPENSATION ASSOCIATION	WORK COMP - BOARD	24,581.00
IOWA PLAINS SIGNING INC	PROF SVC - CONSERVATION	22,637.00
IOWA STATE COUNTY TREASURERS ASSOCIATION INC (ISCTA)	DUES - TREASURER	250.00
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY	ROADS/REGISTRATION	240.00
IOWA TRAVEL INDUSTRY PARTNERS	MEMBERSHIP - BOARD	650.00
IOWA WASTE SERVICES HOLDING INC	PROF SVC - JAIL	2,703.87
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	3,286.98
IOWA WESTERN COMMUNITY COLLEGE	TRAINING - JAIL	515.00
IP PATHWAYS LLC	EQUIP - IT	3,879.32
IVAN DELGADO	MED SVC - JAIL	4,291.77
JACKSON SERVICES INC	PROF SVC - B&G	366.55
JAMES BERNIE BOLTON	MEETING - BOARD	20.00
JANE GOOS	WELL REHAB - ENV HEALTH	1,000.00
JASON KUEHNHOLD	REIMB EXP - PUBLIC HEALTH	17.58
JDW MIDWEST LLC	PROF SVC - PLANNING	600.00
JEAN KENKEL	MEETING - BOARD	280.00
JEBRO INCORPORATED	ROADS/MATERIALS	6,949.60
JEFFERSON FARM & AUTO LLC	PROF SVC - CONSERVATION	25.70
JEFFREY W ANDERSEN	ROADS/TIRES - 455	2,092.85
JEFFS WASH & GLO	PROF SVC - SHERIFF	360.00
JENNIE EDMUNDSON HOSPITAL	MED SVC - SWIA MHDS REGION	3,360.00
JENNIFER GERONIMO	REIMB EXP - SHERIFF	226.33
JEREDITH BRANDS LLC	MO BILL - B&G	13,028.49
JIM HAWK TRUCK TRAILERS INC	ROADS/PARTS	2,756.98
JODIE BECKMAN	REIMB EXP - AUDITOR	61.87
JOHN COOL	REIMB EXP - JAIL	184.50
JOHN DEERE FINANCIAL	ROADS/RENT	600.00
JOHN W GASPARINI INC	SUPPLIES - JAIL	1,189.20
JOHNSON COUNTY (IA)	SVC FEES - BOARD	39.25
JON THOMAS	MED SVC - JAIL	6,473.55
JONATHAN HILZ	REIMB EXP - SHERIFF	134.19
JOSHUA HARKER	REIMB EXP - SHERIFF	218.91
JP BORING CO	PROF SVC - ENV HEALTH	6,852.30
JP LUMBER INC	SUPPLIES - CONSERVATION	4,152.12
JUSTIN SCHULTZ	REIMB EXP - BOARD	102.00
KAMBY ENTERPRISES LLC	POSTAGE - CONSERVATION	45.14
KEITH HOLTZ	MEETING - BOARD	80.00
KELLY ANN GERHARDT	MEETING - BOARD	260.00
KELLY MCMARTIN	MEETING - BOARD	40.00
KOLEY RELIGIOUS COMPANY	SUPPLIES - JAIL	104.25
KONE INC	PROF SVC - JAIL	624.56
KRIS WOOD	REIMB EXP - WIC	264.50
KRISTINA M RICHEY	REIMB EXP - SWIA MHDS REGION	438.13
KRONOS SAASHR INC	PROF SVC - IT	7,892.46
LANGUAGE LINE SERVICE INC	MO BILL - COMMUNICATIONS	209.04
LARRY FREDERIKSEN	RENT ASSIST - VA	580.00
LARSEN SUPPLY CO	SUPPLIES - CONSERVATION	1,180.90
LAURENCE WOLLUM	EQUIP - CONSERVATION	7,011.98
LAW OFFICES OF BRIAN TACKETT LLC	LEGAL REP - SWIA MHDS REGION	92.40
LAWSON PRODUCTS INC	ROADS/SUPPLIES	83.16
LCFC INC	TRANSPORT - MED EXAMINER	450.00
LEAD GROUP LLC	PROF SVC - BOARD	3,049.00

LEADERSHIP COUNCIL BLUFFS ALUMNI ASSOCIATION INC	DUES - TREASURER	50.00
LEE BHM CORP	PUBLICATIONS - BOARD	2,379.15
LEE BHM CORPORATION	SUBSCRIPTION - CO ATTORNEY	241.59
LIFEGUARD MD INC	SUPPLIES - CONSERVATION	497.00
LOCK CRAFTERS LLC	PROF SVC - B&G	362.20
LOGAN HARRIS	RELOCATION - VA	2,500.00
LYLES DISCOUNT TIRES INC	PROF SVC - B&G	1,081.96
LYMAN RICHEY CORPORATION	ROADS/MATERIALS	2,122.12
MAHONEY FIRE SPRINKLER INC	PROF SVC - B&G	200.00
MAIL SERVICES LLC	PROF SVC - TREASURER	3,365.89
MARIA TORRES	REIMB EXP - PUBLIC HEALTH	42.10
MARILYN KENNEDY	REIMB EXP - AUDITOR	86.63
MARLIN JENSON	MEETING - BOARD	20.00
MARNE & ELK HORN TELEPHONE COMPANY	MO BILL - COMMUNICATIONS	646.97
MATHESON TRI GAS INC	SUPPLIES - CONSERVATION	728.79
MAURA GOALEY	LEGAL REP - BOARD	185.00
MCCLURE ENGINEERING	ROADS/SERVICES	21,690.00
MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	SUPPLIES - PUBLIC HEALTH	2,017.91
MCLAUGHLIN SEPTIC & PORTABLES	PROF SVC - CONSERVATION	1,691.25
MCMULLEN FORD INC	SUPPLIES - COMMUNICATIONS	28.63
MECO-HENNE CONTRACTING INC	PROF SVC - B&G	533,975.00
MEDELA LLC	SUPPLIES - WIC	90.36
MELVIN LARSEN	ROADS/MOWING	160.00
MENARDS INC	SUPPLIES - CONSERVATION	4,577.68
MERCHANTS BONDING COMPANY (MUTUAL)	BONDING - AUDITOR	100.00
MICHAEL M SALES	PROF SVC - SHERIFF	480.00
MICHAEL R LITKE	ROADS/SERVICES	2,635.00
MICHELLE CIESLUK	RENT ASSIST - GA	600.00
MICROFILM IMAGING SYSTEMS INC	PROF SVC - AUDITOR	17,540.00
MIDAMERICAN ENERGY COMPANY	MO BILL - JAIL	54,061.84
MIDLANDS HUMANE SOCIETY	CONTRACT - ANIMAL CONTROL	7,121.63
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - JAIL	74.25
MIDWEST SPECIAL SERVICES INC	TRANSPORT - JAIL	1,488.98
MILLER ORTHOPAEDIC AFFILIATES PC	MED SVC - JAIL	720.00
MINDEN CUSTOM MEATS INC	TRAINING - SWIA MHDS REGION	179.53
MIRANDA WACHTER	REIMB EXP - SWIA MHDS REGION	118.75
MIRION TECHNOLOGIES (GDS) INC	SUPPLIES - JAIL	191.39
MMB LLC	ROADS/PARTS	1,540.02
MODERN IMAGING SOLUTIONS INC	SUPPLIES - JAIL	3,298.50
MOLLY BROWN	REIMB EXP - SWIA MHDS REGION	161.00
MONONA COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	939.56
MONOPRICE INC	SUPPLIES - IT	166.73
MONTGOMERY COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	2,009.38
MOODY INVESTORS SERVICE INC	PROF SVC - NON-DEPARTMENTAL	14,000.00
MOSAIC	SUPPORT SVC - SWIA MHDS REGION	850.50
MUNICIPAL HOUSING AGENCY	RENT ASSIST - GA	200.00
MYRA NIXON	REIMB EXP - RECORDER	75.19
NAOMI FRIEND	SUPPLIES - CONSERVATION	178.50
NATIONAL MEDICAL SERVICES INC	MED SVC - MED EXAMINER	825.00
NCH CORPORATION	PROF SVC - B&G	1,733.92
NEBRASKA IOWA INDUSTRIAL FASTENERS CORP	SUPPLIES - CONSERVATION	135.01
NEBRASKA MACHINERY COMPANY	ROADS/PARTS - 105	6,563.25
NEIL ARBOGAST	PROF SVC - CONSERVATION	1,260.00
NEWMAN SIGNS INC	ROADS/MATERIALS	3,976.68
NEXT PHASE ENVIRONMENTAL INC	PROF SVC - CONSERVATION	209,111.51
NISHNA PRODUCTIONS INC	SUPPORT/DAY/RENT - SWIA MHDS REGION	23,670.50
NISHNABOTNA VALLEY RURAL ELECTRIC COOPERATIVE	ROADS/UTILITIES	2,104.74
NORTHWEST IOWA YOUTH EMERGENCY SERVICES CENTER	TRANSPORT - SWIA MHDS REGION	343.80
NP DODGE REAL ESTATE SALES INC	RENT ASSIST - VA	1,150.00
OMAHA COMPOUND COMPANY	SUPPLIES - JAIL	4,601.12
OMAHA COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY	PROF SVC - PLANNING	57,948.50
OMAHA COUNCIL BLUFFS PLUMBING INC	PROF SVC - JAIL	155.44
OMAHA PUBLIC POWER DISTRICT	UTILITY ASSIST - GA	85.00
OMAHA SLINGS INC	ROADS/SUPPLIES	117.22
OMAHA TRUCK CENTER COMPANY INC	ROADS/ROCK	16,106.53
OMG MIDWEST INC	ROADS/MATERIALS	1,957.21
OMG MIDWEST INC	ROADS/UTILITIES	5,422.91
OMNI CENTRE LLC	RENT - WIC	1,983.00
OPD BUSINESS SOLUTIONS	SUPPLIES - DHS	538.94
OPTIMUM DATA INC	SUPPLIES - IT	260.00
OUTDOOR HOME SERVICES HOLDING LLC	PROF SVC - COMMUNICATIONS	724.50
OUTDOOR POWER GROUP INC	ROADS/PARTS - 429	8,940.10
PAGE COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	2,133.96
PARKWILD HEIGHTS LLC	RENT ASSIST - GA	75.00
PATRICK RIGG	RENT ASSIST - GA	302.00
PAUL HARDER	MEETING - BOARD	40.00
PAUL ROSENBERG	REIMB EXP - VA	60.48
PAULEY JONES FUNERAL HOME	TRANSPORT - MED EXAMINER	600.00
PEOPLESERVICE INC	UTILITY ASSIST - GA	89.51
PHILLIP MCMARTIN	MEETING - BOARD	20.00
PINELLAS COUNTY (FL)	SVC FEES - BOARD	54.00
POINT OF VIEW STRATEGIES LLC	PROF SVC - PUBLIC HEALTH	1,800.00
POPCO INC	MO BILL - PLANNING	75.50
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	WORK COMP - EMA	753.23
POTTAWATTAMIE ARTS/CULTURE ENTERTAINMENT (PACE)	CAPITAL CAMPAIGN - BOARD	25,000.00
POTTAWATTAMIE COUNTY	HOTEL/MOTEL TAX - CONSERVATION	425.24
POTTAWATTAMIE COUNTY IT DEPARTMENT	PROF SVC - SWIA MHDS REGION	404.59
POTTAWATTAMIE COUNTY JAIL	PRESCRIPTIONS - SWIA MHDS REGION	902.98
POTTAWATTAMIE COUNTY SHERIFF	TRANSPORT - BOARD	17,966.34

POTTAWATTAMIE COUNTY TREASURER	ROADS/DRAINAGE & TAXES	10,616.00
PPE INC	SUPPLIES - SHERIFF	1,414.00
PROFESSIONAL DEVELOPMENT ACADEMY LLC	PROF SVC - VARIOUS	5,000.00
QUADIENT INC	POSTAGE - VARIOUS	3,030.00
QUADIENT LEASING USA INC	PROF SVC - BOARD	1,776.51
R & S WASTE DISPOSAL LLC	ROADS/UTILITIES	1,478.15
RAFAEL RODRIGUEZ	REIMB EXP - IT	20.63
RANDALL MARKEL	REIMB EXP - VA	49.00
RANDY LEE	SUPPLIES - SHERIFF	447.50
RASSMUSSEN MECHANICAL SERVICES INC	PROF SVC - B&G	16.43
RAY MARTIN COMPANY OF OMAHA	PROF SVC - COMMUNICATIONS	215.00
RAY MEHAFFY	REIMB EXP - CONSERVATION	401.12
RDO TRUCK CENTER LLC	ROADS/PARTS	52.27
RED OAK WELDING SUPPLIES	ROADS/SUPPLIES	747.05
REGIONAL WATER INC	ROADS/UTILITIES	3,965.00
REM DEVELOPMENTAL SERVICES INC	SUPPORT SVC - SWIA MHDS REGION	7,369.22
REPORTING SERVICES LLC	TRANSCRIPTS - CO ATTORNEY	307.70
RESOURCE RENTAL CENTER INC	RENTAL - CONSERVATION	3,570.00
RICHARD HOLTZ	MEETING - BOARD	80.00
RICK OSWALD	PROF SVC - ENV HEALTH	957.00
RIVERBEND APARTMENTS LLC	RENT ASSIST - GA	117.00
ROBERT L WATSON	RENT ASSIST - GA	900.00
ROGER CLAUSSEN	PROF SVC - CONSERVATION	2,800.00
RONALD JAMES CISAR	PRESENTER - CONSERVATION	750.00
ROSANNA THURMAN	MED SVC - CO ATTORNEY	3,260.00
S & L SANITATION ENTERPRISES INC	MO BILL - CONSERVATION	322.00
SAINT JOHN LUTHERAN CHURCH	MO BILL - CONSERVATION	25.00
SAINT LOUIS UNIVERSITY	TRAINING - MED EXAMINER	1,700.00
SAKRX LLC	PRESCRIPTIONS - SWIA MHDS REGION	55.00
SAM ASHER COMPUTING SERVICES INC	MO BILL - IT	303.10
SANDAU BROTHERS SIGN COMPANY INC	PROF SVC - PUBLIC HEALTH	750.00
SAPP BROS INC	FUEL - SHERIFF	23,415.67
SCHILDBERG CONSTRUCTION COMPANY INC	ROADS/ROCK	190,497.70
SCOTT BELT	REIMB EXP - BOARD	140.63
SDJD BROWN INC	PFOF SVC - SHERIFF	4,176.53
SECURITY EQUIPMENT INC	PROF SVC - SHERIFF	164.00
SHARON L BEDSAUL	PROF SVC - CONSERVATION	20.00
SHELBY COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	46.25
SHELBY COUNTY CHRIS A MYRTUE MEMORIAL HOSPITAL	24 HR CRISIS - SWIA MHDS REGION	4,000.00
SHELLEY WELTER	REIMB EXP - SWIA MHDS REGION	510.63
SHIVE HATTERY INC	PROF SVC - CONSERVATION	1,263.50
SNO ENGINEERING	PROF SVC - CONSERVATION	7,650.00
SNYDER & ASSOCIATES INC	PROF SVC - NON-DEPARTMENTAL	4,020.00
SOLUTIONPOINT	PROF SVC - SWIA MHDS REGION	73,596.00
SONDAG MONUMENT LLC	PROF SVC - VA	1,250.00
SOUTHWEST IOWA MENTAL HEALTH CENTER	MED SVC - SWIA MHDS REGION	554.23
SOUTHWEST IOWA PLANNING COUNCIL	TRANSPORT - SWIA MHDS REGION	3,328.66
SPEE DEE DELIVERY SERVICE INC	PROF SVC - DHS	552.60
ST LUKES HEALTH RESOURCES	ROADS/DRUG SCREENING	126.00
STANDARD AUTO SERVICE CORP	PROF SVC - SHERIFF	1,127.63
STAPLES CONTRACT & COMMERCIAL INC	SUPPLIES - DHS	95.68
STAPLES INC	SUPPLIES - PUBLIC HEALTH	1,818.44
STAPLES INC	SUPPLIES - DHS	2,200.70
STAR EQUIPMENT LTD	ROADS/PARTS - 397	1,532.88
STATE OF IOWA	MED SVC - MED EXAMINER	10,769.48
STATE OF IOWA	PROF SVC - CO ATTORNEY	150.00
STATE OF IOWA SECRETARY OF STATE	PROF SVC - B&G	140.00
STATE UNIVERSITY OF IOWA	PROF SVC - PLANNING	2,815.00
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	610.00
STERICYCLE INC	PROF SVC - WIC	138.87
SUNSHINE HOMES INC	SUPPORT SVC - SWIA MHDS REGION	7,195.65
SUZANNE WATSON	REIMB EXP - SWIA MHDS REGION	298.01
SYMPHONY DIAGNOSTIC SERVICES NO 1	MED SVC - JAIL	529.00
SYNCHRONY BANK	MO BILL - JAIL	467.42
SYNCHRONY BANK	SUPPLIES - CONSERVATION	933.35
T HALL ABC INC	SUPPLIES - COMMUNICATIONS	1,463.55
TAMMY DEYEAGER	MEETING - BOARD	20.00
TANNER FRAIN	REIMB EXP - SHERIFF	363.80
TARGET SOLUTIONS LEARNING LLC	PROF SVC - EMA	38,102.10
TAYLOR WINEY	REIMB EXP - COMMUNICATIONS	43.67
TERRENCE SHANAHAN	RENT ASSIST - GA	600.00
THE FILTER SHOP INC	SUPPLIES - B&G	210.41
THE FRANKS DESIGN GROUP PC	PROF SVC - BOARD	44,933.88
THE PRIDE GROUP INC	RCF - SWIA MHDS REGION	24,044.89
THE SHERWIN WILLIAMS COMPANY	SUPPLIES - CONSERVATION	174.18
THERMO KING CHRISTENSEN	SUPPLIES - CONSERVATION	1,967.78
THINK SPACE IT	PROF SVC - IT	8,948.80
THOMAS RUSSMANN	MEETING - BOARD	80.00
THOMPSON DREESSEN & DORNER INC	PROF SVC - NON-DEPARTMENTAL	4,500.00
TIMOTHY P BELLOWES	MEETING - BOARD	220.00
TITAN ENERGY SYSTEMS INC	SUPPLIES - COMMUNICATIONS	1,817.29
TODD MEYER	PROF SVC - CONSERVATION	39.99
TORYANN CROZIER	PROF SVC - CONSERVATION	615.00
TPC CORP	RENT ASSIST - GA	400.00
TRACY CLEAVELAND	PROF SVC - ENV HEALTH	396.80
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - SHERIFF	75.00
TRAVIS GAYER	MEETING - BOARD	20.00
TRAVIS KEPHART	REIMB EXP - SHERIFF	52.15
TREASURER OF STATE OF IOWA	MED SVC - SWIA MHDS REGION	15,910.06

TREE TOWN KENNELS LLC	PROF SVC - SHERIFF	412.26
TRIVIUM LIFE SERVICES	SUPPORT SVC - SWIA MHDS REGION	19,731.00
TW VENDING INC	SUPPLIES - JAIL	435.96
UMB BANK NA	BOND - DBT SVC	1,500.00
UNDERWOOD FARM SUPPLY LLC	SUPPLIES - CONSERVATION	619.13
UNITED CHURCH OF AVOCA	RENT - WIC	50.00
UNITED STATES CELLULAR CORPORATION	MO BILL - COMMUNICATIONS	596.85
US BANK NATIONAL ASSOCIATION	PROF SVC - SWIA MHDS REGION	148.14
US BANK NATIONAL ASSOCIATION	MO BILL - VARIOUS	5,859.61
VAN WALL EQUIPMENT	ROADS/REPAIR	704.86
VERIZON COMMUNICATIONS INC	MO BILL - SHERIFF	12,053.69
VERMEER SALES & SERVICE INC	ROADS/REPAIR	491.40
VISUAL EDGE INC	PROF SVC - SWIA MHDS REGION	37.22
VISUAL EDGE INC	ROADS/SUPPLIES - CENTRAL	27.18
VOCATIONAL DEVELOPMENT CENTER INC	JOB GRANT - SWIA MHDS REGION	13,497.31
VOGEL TRAFFIC SERVICES INC	ROADS/PROJECT	150,376.20
W C INVESTMENTS CO INC	FUNERAL - GA	400.00
W W GRAINGER INC	SUPPLIES - B&G	1,792.13
WAHLTEK INC	PROF SVC - COMMUNICATIONS	6,324.36
WAUBONSIE MENTAL HEALTH CENTER	PSS - SWIA MHDS REGION	6,674.59
WEI KAY ENG	REIMB EXP - WIC	24.96
WELLS FARGO FINANCIAL LEASING INC	MO BILL - DHS	971.62
WEST PUBLISHING CORPORATION	PROF SVC - CO ATTORNEY	4,761.02
WESTERN ENGINEERING COMPANY INC	SUPPLIES - CONSERVATION	120.85
WESTLAKE HARDWARE INC	SUPPLIES - CONSERVATION	216.08
WESTWOOD APARTMENTS LLC	RENT ASSIST - GA	600.00
WEX BANK	ROADS/FUEL	38,335.55
WILLIAM MOTT	MEETING - BOARD	180.00
WINDSTREAM HOLDINGS INC	MO BILL - COMMUNICATIONS	449.81
WITT OBRIENS LLC	PROF SVC - PUBLIC HEALTH	5,525.00
YLONDA MAGUIRE	REIMB EXP - SWIA MHDS REGION	317.56
ZACHARIE NORMAN	REIMB EXP - SHERIFF	257.22
ZIMMERMAN SALES & SERVICE INC	PROF SVC - CONSERVATION	66.98
ZION RECOVERY SERVICES INC	CSRS - SWIA MHDS REGION	82,680.00
ZOHO CORPORATION	SUBSCRIPTION - IT	5,008.50
		<hr/>
		3,219,462.37

**Fund Summary**

<b>Fund</b>	<b>Payment Amount</b>
0001 - GENERAL BASIC FUND	590,941.01
0002 - GENERAL SUPPLEMENTAL FUND	62,234.64
0003 - GAMBLING RESOURCES FUND	155,474.92
0005 - WIC/FEDERAL FUNDING FUND	11,155.96
0007 - LOST CONSERVATION FUND	7,700.61
0011 - RURAL SERVICES BASIC FUND	67,216.05
0019 - PROPERTY ACQUISITION & IMPROVEMENT FUND	201,801.69
0020 - SECONDARY ROADS FUND	697,443.40
0023 - REAP FUND	1,850.00
0024 - CO RECORDER'S RECORDS MGMT FUND	6,800.00
0040 - C.I.T.I.E.S. FUND	3,000.00
0046 - WEST SWCD/POTT CO STRUCTURES FUN	2,450.00
0051 - VETERAN AFFAIRS DONATIONS FUND	1,250.00
0052 - VETERANS RELOCATION ALLOCATION FUND	2,500.00
1620 - BOND SERIES 2020A CAPITAL FUND	7,644.41
1630 - BOND SERIES 2021A CAPITAL FUND	207,918.39
1640 - BOND SERIES 2021B CAPITAL FUND	677,831.69
1650 - BOND SERIES 2022 CAPITAL FUND	14,311.22
1700 - BIKE TRAIL FUND	22,637.00
2230 - BOND SERIES 2021A DEBT FUND	600.00
2240 - BOND SERIES 2021B DEBT FUND	600.00
4000 - EMER MANAGEMENT SERVICE FUND	39,390.58
4010 - E911 FUND	9,015.84
4155 - MHDS REGION FUND	427,694.96
	<hr/>
	3,219,462.37

# **Scheduled Sessions**

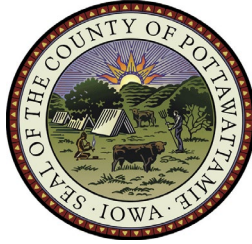


# **Grant Anderson/MAPA**

**Discussion and/or decision to approve and authorize Board to sign CDBG contract extension request letter addressed to Iowa Economic Development Authority.**

# Pottawattamie County Board of Supervisors

227 South Sixth Street  
Second Floor  
Council Bluffs, Iowa 51501  
Phone: 712-328-5644  
Fax: 712-328-5770



Tim Wichman, Chairman  
Brian Shea, Chairman Pro Tem  
Lynn Grobe  
Justin Schultz  
Scott Belt

Regular sessions held weekly, each Tuesday

Jeannette Johnson, Executive Assistant

September 6, 2022

Iowa Economic Development Authority  
Attn: Ed Basch, Project Manager  
1963 Bell Ave, Suite 200  
Des Moines, IA 50315

RE: Request to Extend CDBG Contract End Date – Project Contract Number: 18-DTR-004

Mr. Basch,

On behalf of the cities of Carson and Macedonia, Pottawattamie County is requesting a third contract end date extension to the above referenced project. Project construction is complete and there are no outstanding tasks. The purpose of this request is to allow for grant reimbursement of the final claim submitted by the project architect, which includes billable hours beyond the prior award end date of May 31, 2022. These hours were related to a building in Carson that involved unanticipated structural reconstruction and reinforcement, which subsequently required post-construction assessments.

To ensure that this project claim can be paid using CDBG funds, the county requests a grant contract end date of September 20, 2022. Should you have any questions regarding this request, please contact Grant Anderson, MAPA, at 402-444-6866, ext. 3222 or by email at [ganderson@mapacog.org](mailto:ganderson@mapacog.org).

Sincerely,

Tim Wichman, Chair  
Pottawattamie County Board of Supervisors

# **Jason Slack/Director, Building and Grounds**

**Discussion and/or decision to approve and authorize  
Board to sign 2022/2023 proposal for Temporary ADA  
Ramp Enclosure.**

**Customer:** POTTAWATTAMIE COUNTY (0022867)  
**ATTN:**  
**227 S 6TH STREET**  
**COUNCIL BLUFFS, IA 51501**  
**Contact Phone:**  
**Contact Fax:**

**Jobsite:** 2022 RAMP ENCLOSURE  
**227 N 6TH STREET**  
**COUNCIL BLUFFS, IA 51503**  
**Contact: JASON**  
**Phone: (712) 328-4791**

<b>Quotation No:</b> 4509	<b>Quote Date:</b> 8/15/22	<b>Opportunity #</b> 940658	<b>Sales Rep:</b> Ryan Berney
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**Total:**

<b>Grand Total:</b>	<b>\$53,116.19</b>	* Taxes Not Included
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Scaffolding - Description of Work

This quote includes (without tax):

1. Labor for the initial erection and final dismantle on weekends.
2. 28 days of material rental. (4 weeks)
3. Associated hardcost, engineering, and freight.

The next section shows price for material after the initial 28 days.

This is for an enclosure of the ADA Ramp on the Southwest corner of the building. It is to be enclosed on all sides of the ramp. There are 2'5" outrigger bays for stability where necessary.

The top of the overhead protection consists of a double layer of plywood with poly sheeting between them to mitigate water leakage. Although this measure is taken, complete water protection cannot be guaranteed.

The cost includes FR plywood and FR 2x4s for securing plywood.

Upon award, the concept will be sent to engineering for construction drawings.

Client will provide forklift for the need of unloading and loading material, as well as movement of material around area of enclosure as allowable.

Scaffolding - Additional Terms and Conditions

Price includes labor, freight, hard cost, and up to 28 days rent. When the 28 days are exceeded, rent will be prorated to \$189.87 daily.

An Estimated 250 sheets of fire-retardant plywood is included in the cost to the client. If the client elects to purchase the plywood on their own and provide them for the project, hard cost for the plywood will be removed from the contracted amount, or from initial invoice, depending on the timing of the decision.

An Estimated 140 pieces of 2x4 lumber is included in the cost to the client in this quote. If the client elects to purchase the 2x4s on their own and provide them for the project, hard cost for the 2x4s will be removed from the contracted amount, or from initial invoice, depending on the timing of the decision.

Any modifications or changes to the scope of work will require a change order prior to that work commencing.

Price includes shipping to and from the site plus an estimated inbound freight. Inbound freight may be subject to change depending upon availability and utilization of equipment.

Price assumes a forklift will be provided to unload, load, and stage material. If one is not available, BrandSafway can provide one at cost +5%.

BrandSafway erectors will be paid for all down time, waiting time, or any work stoppages that are due to forces or circumstances not

Description of Work / Additional Terms and Conditions

**(Continued from page 1)**

caused by BrandSafway, LLC or their personnel.

Unless discussed at walk through, price does not include labor for any site specific training.

Quote does not include any special wages, ex. Prevailing Wage, Davis Bacon or any other.

This quote is for scaffolding to be erected all at one time unless requested prior to arrival.

Price does not include inspections of scaffold. Scaffold will be inspected and tagged when erection is complete, after that it is the customers responsibility.

This quote is based on the work area being free of obstructions or hazards including power lines, trees, hedges, retaining walls, debris, etc.

BrandSafway Services is not responsible for excavation or ground fill. CUSTOMER, or its representative, is to ensure that the ground is reasonably level, clear from obstruction and capable of withstanding the total load to be imposed by the Equipment and the people and materials thereon.

This quote is based on staging area for our scaffolding to be within 100' of work area.

Maintenance of this scaffold is not included.

All Add-Ons or Extras will only be performed after a signed Change Order has been completed. All costs of products and services required to perform the work covered by the Field Change Order will be the responsibility of the customer.

BrandSafway Solutions does require that a signed copy of this proposal and or a Purchase Order/Contract be returned to this office 48 hours prior to any materials being ordered or work being started. A certificate of insurance is available upon request.

The submission of this bid in no way accepts any part of the Customer's standard contracts, including insurance requirements, indemnification requirements and payment terms. Should BrandSafway be awarded this project we will work with the Customer to reach a mutually acceptable contractual agreement.

BrandSafway Solutions will provide and erect scaffolding as described in this Agreement in accordance with all local, state, and federal regulations. Upgrades from these standards may constitute an extra charge.

This quote does not allow any retention of payment or cost reductions.

BrandSafway Solutions payment terms are Net 30 from invoice date, unless otherwise agreed.

**Please Note:**

1. All quotes are subject to all terms and conditions referred to in the BRANDSAFWAY LLC rental/sales agreement.
2. All quotes subject to state, federal and local taxes.
3. All quotes are valid for 30 days unless otherwise noted.
4. This quote is contingent on approval of the CUSTOMER's credit.
5. Standard rental rates are based on a 28 calendar day (4 week) month.

**I have read the attached terms and conditions and agree to them as stated herein:**

By BRANDSAFWAY LLC	Date	Accepted	Date
Title		Title	

## Important Safety Guidelines

Safety is everyone's responsibility. BrandSafway (hereinafter the "Company") equipment is designed and manufactured with the user in mind. The care that goes into each piece of equipment, however, cannot offset carelessness on the part of the user. Follow these safety guidelines to help prevent injury and to reduce unnecessary risk.

1. **Competent Person.** Scaffold must be erected, used, moved, and disassembled only under the direction of a Competent Person. The customer is responsible for following any and all applicable federal and state occupational safety and health laws, rules, regulations and ordinances in addition to applicable city, county or local codes and specific rules with regard to Competent Person and inspection requirements for scaffolds.
2. **Modification.** Any modification or relocation of scaffolding equipment and its components by the customer, contractor or any subcontractor using the scaffold, is done solely at the customer's risk and should comply with, and according to, any and all federal and/or state occupational safety and health laws, rules, and regulations, in addition to applicable city, county, or local codes. The equipment shall only be used for the purposes for which it was designed.
3. **Training.** The customer is responsible for providing any and all required scaffolding training for its employees and any other users of scaffolding equipment, other than the employees of the Company and any of the Company' subcontractors.
4. **Hazardous Materials.** Please notify the Company of the potential for exposure of either the Company's employees or the Company's equipment to any hazardous materials including, but not limited to, asbestos, lead, arsenic, chemicals, and flammable materials. The Company and/or the customer may be required to perform industrial hygiene monitoring to measure potential exposure to such materials.
5. **Confined Space.** Please notify the Company if any of the Company's employees will be working in a confined space and inform the Company whether the confined space is permit-required. According to federal and state occupational safety and health laws, the customer is responsible for providing any and all required confined space training for its employees and any other users of scaffolding equipment in the confined space, other than the employees of the Company and any of the Company's subcontractors.
6. **Lock-out/Tag-out.** According to federal and state occupational safety and health laws, the customer is responsible for ensuring that all mechanical equipment, electrical circuits, or vessels containing chemicals or pressurized fluids, which are located in the immediate vicinity of the work areas, are de-energized or rendered inoperative prior to work, and that proper tags and/or locks are attached to all points where such equipment can be energized.
7. **Special Equipment.** Please notify the Company if any specialized equipment including, but not limited to, special tools, lighting, or protective equipment is required for this project prior to the Company's commencement of work on the project.
8. **Accident Notification.** Please notify the Company immediately of any accident involving the equipment and/or any accident causing injury, death or property damage that is related to or is alleged to be related to and/or caused by the equipment in any way.

Understanding and following these safety guidelines will improve safety for all workers on the jobsite. If there are any questions regarding these provisions, or if you need assistance in obtaining additional training for your employees, please contact a Company representative immediately.

**BrandSafway LLC Standard Terms and Conditions**

Any project-specific terms and conditions set forth in BrandSafway LLC its affiliates or subsidiaries (hereinafter the "Company") quote or other documentation related to this project or order shall control in the event of a conflict with these Standard Terms and Conditions ("Terms").

1. **Definitions.** As used herein, the following terms shall have the following meanings. "Agreement" shall mean these Standard Terms and Conditions and any project specific or additional terms and conditions contained in a Company quote or other Company-provided documentation related to this project or order. "Confidential Information" means, without limitation, Company's trade secrets, customer lists, customer purchasing histories and plans, costs, budgets, acquisition strategies, policies, procedures, methods of operation, pricing, marketing plans, financial information, personnel or employee information, compensation programs, vendor sources, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, design standards, formulas, contemplated or new product or service developments, computer software and programs, inventions, improvements, together with third party information Company holds in confidence. "Customer" means the party designated as such and, if different, the entity that is responsible for ordering the Equipment or Services. "Equipment" means all equipment identified in this Agreement or provided to the Customer by Company. "Loss" means the loss, destruction, theft of, or damage to, any Equipment, excepting normal wear and tear. "Parties" means Company and the Customer together. "Party" means Company or Customer individually, as the context requires. "Rental Period" means the period commencing when the Equipment is picked up by Customer at a Company facility or it leaves a Company facility transported to Customer and ending when the Equipment is received at the Company facility designated to receive the Customer's return of the Equipment. "Services" means services provided to Customer by Company, including, but not limited to, engineering, labor, and training services.
2. **Agreement Effectiveness.** Price quotations are valid for ninety (90) days. The Agreement is conditioned upon Customer's credit approval.
3. **Scope.** The scope of work to be provided by the Company to the Customer is set forth in this Agreement. Unless otherwise agreed in writing, Customer is responsible for: (1) determining or verifying the bearing capacity of floors, roofs, walls, or any other structure or location upon which the Equipment will be located; (2) ensuring that the ground or structure upon which the Equipment will be placed is level, clear of debris and obstruction, and capable of withstanding the total load imposed by the Equipment and any materials and personnel upon the Equipment; and (3) any taxes, licenses, or permits that may be required as a result of the Equipment or Services to be provided by the Company. If Customer fails to satisfy its obligations under this Section, Customer is responsible for any resulting extra costs incurred by Company or others. If Company decides, in its sole discretion, to provide Equipment, Services, or other assistance to satisfy Customer's obligations hereunder, then Customer shall be responsible for all direct or indirect costs incurred by Company. The Agreement price constitutes the price for only those items of Equipment and/or Services expressly set forth herein. Any additional equipment or services beyond those expressly set forth in this Agreement will constitute extra work and Customer is responsible for all costs and charges associated therewith. If Customer is unsure what costs or charges are included in the price, then Customer bears the responsibility for requesting clarification from Company. Customer shall compensate Company in a timely fashion for any extra work performed as requested orally or in writing by the Customer. If there is no prior agreement between the Parties as to the extra costs and charges, Company shall be entitled to reasonable compensation for any additional work performed, including profit and overhead.
4. **Credit and Payment.** If requested by Company, Customer shall complete and return to Company a credit application. Payment terms are net thirty (30) days from the date of Company's invoice. A monthly service charge of the lesser 1.5% or the maximum amount allowed by law will be assessed on all past due accounts. Company may issue progress billings during the term of the project. Nothing herein limits Company's rights under any bond or lien law. Company may recover and Customer is responsible for all costs of collection, including filing and service costs, expert and mediation fees, court and litigation out-of-pocket expenses and attorneys' fees related to Customer's failure to pay within terms.
5. **Default and Termination.** Customer is in default under this Agreement if any of the following occur: (1) Customer fails to pay Company as agreed; (2) Customer fails to procure or maintain any required insurance coverage; (3) Customer becomes insolvent or any proceeding in bankruptcy or receivership is commenced; (4) a termination or liquidation of Customer's business occurs; or (5) Customer is in breach of any terms or conditions of this Agreement. In the event of default by Customer, Company has the right to remove Equipment, stop performing on the project, terminate this Agreement, and/or seek any other remedy available to Company in law or equity. Customer shall bear all costs and/or expenses (including reasonable attorneys' fees) incurred by Company as a result of Customer's default.
6. **Waiver of and Limitation on Damages.** Neither party shall be liable to the other party for lost profits, indirect, incidental, liquidated or consequential damages arising out of or relating to this Agreement.
7. **Notice.** Any notice or other communications required to be given must be sent by (a) first class mail to addresses of the parties listed or any other address communicated in writing, or (b) email.
8. **Work Schedule.** Unless otherwise agreed to by the Parties, Company requires reasonable lead time from the date of the receipt of this Agreement prior to Company's commencement of its performance. This Agreement contemplates Company's personnel working without interruption or interference. Should Company be interrupted or delayed during its performance of the Services, the agreed job schedule will be revised accordingly and additional charges will apply. Company gets reasonable lead time to implement any agreed-upon change in the scope of work. Under no circumstances shall Company be liable for charges for delays exceeding 50% of the value of the services performed hereunder. All claims for losses, damages, back charges or offsets by Customer shall be promptly submitted to Company in writing.
9. **Storage.** If requested or necessary, Customer shall provide Company with a jobsite Equipment storage area at no charge.
10. **INDEMNITY. EACH PARTY AS INDEMNITOR SHALL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS AGAINST ALL CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES, INCLUDING ATTORNEY'S FEES AND EXPENSES, FOR PERSONAL INJURIES (INCLUDING**

**BrandSafway LLC Standard Terms and Conditions**

DEATH) AND/OR PROPERTY DAMAGE ARISING FROM THIS AGREEMENT, OR COMPANY'S EQUIPMENT AND SERVICES, OR THE USE OR MISUSE OF COMPANY'S EQUIPMENT, BUT ONLY TO THE PROPORTIONATE EXTENT SUCH CLAIMS, ACTIONS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNITOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT. INDEMNITY IS ALSO PROVIDED FOR ALL NECESSARY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED IN THE NON-JUDICIAL OR JUDICIAL ENFORCEMENT OF ANY PART OF THIS INDEMNITY OBLIGATION. AS PART OF THE INDEMNITIES IN THESE ARTICLES, THE PARTIES, ON BEHALF OF ITS INSURER(S) EXPRESSLY WAIVES ANY IMMUNITY AVAILABLE TO IT UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR APPLICABLE STATE CONSTITUTIONAL PROVISIONS WITH RESPECT TO INJURY OR DEATH TO ANY OF ITS EMPLOYEES, BUT ONLY TO THE EXTENT NECESSARY TO GIVE FULL EFFECT TO THE PURPOSE AND INTENT OF SAID INDEMNITY.

11. **Incident Notification.** Customer shall notify Company immediately of any incident or accident that involves (or potentially involves), directly or indirectly, the Equipment or Services and that results (or may result) in death, personal injury, loss, property damage or an event that triggers (or may trigger) either party's indemnity obligation. In addition, Customer shall notify Company of any inspection/investigation by OSHA or other similar enforcement agency regarding the Equipment or a work site where the Equipment is located. Customer shall fully cooperate with Company to limit the extent of any Losses or damages resulting from such incidents. Customer shall also cooperate with Company during Company's investigation, testing or analysis of any such incident and understands that time is of the essence after an incident to promptly investigate and protect the physical evidence (including the taking of photographs and other measures to prevent the spoliation of physical evidence). Customer is deemed to have knowledge of the incident from the time that Customer (its employees, agents, representatives, contractors, subcontractors, suppliers, vendors, or other parties who report to the Customer) learns of the incident or accident.
12. **Compliance with Laws.** Each party agrees to comply with all applicable laws, rules and regulations ("Laws") **AND SHALL DEFEND AND INDEMNIFY THE OTHER PARTY FOR ITS FAILURE TO COMPLY WITH SUCH LAWS.**
13. **Venue and Governing Law.** The Terms of the Agreement are to be construed and enforced in accordance with the laws of the State in which the project is located.
14. **Technical Information.** Where Company has provided Customer with technical data, drawings, information or specifications for use of Company's Equipment ("Technical Information"), the following apply: a) **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST AND FROM LIABILITY OR CLAIM FOR DAMAGE OR INJURY SUSTAINED BY REASON OF DEVIATION IN WHOLE OR IN PART FROM SUCH TECHNICAL INFORMATION;** b) all Technical Information remains Company's property and may not be used on any other project without its express written consent; and c) all notes, note sheets, specifications, and other information provided with Company's drawings are part of this Agreement.
15. **Standard of Performance/Warranty.** Company provides its services with the care and skill ordinarily used by similar persons operating under similar circumstances. For permanent work, Company warrants its goods and Services for a period of one year from completion by Company. Company makes no other express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose and Customer waives the same. Company is not responsible for a claim or demand in respect to any technical information, opinion, data, drawings or specifications unless marked or stamped by a Professional Engineer engaged by Company.
16. **Information Supplied by Others.** Company is entitled to rely upon information supplied by or through Customer. Customer represents and warrants that the information it supplies is accurate, complete, and appropriate for the Project and Company's scope of work. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FROM ANY AND ALL COSTS, EXPENSES, DAMAGES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY ERROR, INACCURACY OR DEFECT IN THE INFORMATION SUPPLIED BY CUSTOMER OR ON CUSTOMER'S BEHALF TO COMPANY.**
17. **Assignment.** Customer shall not assign this Agreement to any third party without Company's prior written consent.
18. **Hoisting.** All hoisting and lifting of material to heights above 10' require that Customer provide a crane or other means of mechanical lifting; this also includes the provision of a forklift, if necessary. Unreasonable delays to loading or unloading by Company will be recorded and are considered reimbursable stand-by time.
19. **Substitution of Equipment.** In the event the proposed Equipment is unavailable to support Customer's schedule, Company reserves the right to substitute Equipment that performs the same function.
20. **Equipment Loss or Damage.** Customer is responsible for any Loss during the Rental Period. Regardless of whether or to what extent the Customer is responsible for the Loss, Customer shall promptly pay to Company a sum equal to Company's current list price plus handling charges for all lost Equipment unless the Loss is attributable solely to Company's negligence. For safety reasons, damaged Equipment must be returned to Company, and Company shall not return any such Equipment to Customer, regardless of any replacement costs incurred or paid by Customer.
21. **Inspection.** Upon receipt of Equipment, Customer shall inspect its condition and quantity. If the Equipment count is incorrect or if the Equipment received is damaged, Customer shall notify Company in writing within 48 hours. If the Equipment is not in good condition or repair at the time of delivery, then Customer shall not use the Equipment and immediately notify Company of any defects or other issues. If the Customer does not inspect and count the Equipment when received, the Customer is deemed to have accepted the quantity as shown in Company's shipping documents as correct and, in addition, accepts that the Equipment is in good, operating condition, and fit for its intended use.



**BrandSafway LLC Standard Terms and Conditions**

22. **Use and Maintenance of Equipment.** Customer expressly agrees that it will erect, dismantle, modify, and/or use the Equipment in a safe and proper manner that is consistent with all applicable federal, state and/or local statutes, regulations and ordinances and accepted industry practices, including any instructions provided by Company. Customer will, at all times during the Rental Period and at its own expense, maintain the Equipment in good working condition, excepting ordinary wear and tear caused by proper use. Any modification or relocation of scaffolding equipment and its components by the Customer, its other contractors or any subcontractor using the scaffold, is to be done solely at the Customer's risk and should at all times be compliant with all federal and/or state occupational safety and health laws, rules, and regulations and applicable city, county, or local codes. The Equipment shall be used only for the purposes for which it was designed. **IT IS UNDERSTOOD THAT THE USE OF SCAFFOLDS PROVIDED HEREUNDER SHALL BE USED IN ACCORDANCE THEREWITH, OTHERWISE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIMS AND COST ARISING OUT OF DEVIATION FROM SUCH PROPER USE.** Company has the right at any time to enter the site where the Equipment is located for purposes of inspecting the Equipment.

23. **Title to Equipment/Location.** Title to the Equipment shall remain with Company. The Equipment shall not without Company's prior written consent, be removed from the site designated by the Customer in its order and shall not be intermingled, connected or used with any equipment belonging to others. Company reserves the right, at any time, to file or register its ownership interest and/or title in or to the Equipment as may be permitted by law.

24. **Access to the Work Site.** Company shall have complete access to perform its work as outlined in the attached proposal and Customer agrees to the following: to provide a firm foundation for the scaffold or shoring; to provide a sufficient storage area within a reasonable distance of the work; to maintain traffic patterns in a manner that facilitates Company's work sequence, including any lane closures; to permit utilization of the crane as needed at no cost to Company; to obtain permission to tie into the face of the building and the ability to make a sufficient number of ties; to remove any glass, windows, grit or other items which must be removed prior to erection and replace same following dismantling; and to provide barges, boats and personnel for over-water work.

25. **Contaminated Equipment.** Customer shall fully clean and decontaminate, in a manner satisfactory to Company, all Equipment exposed to materials containing lead, asbestos, radiation, toxic or hazardous substances, or any other materials that may reasonably represent a hazard to human health or would preclude or limit the Equipment's future use. Upon Company's request, Customer shall document confirmation that such cleaning and decontamination has occurred. Should any Equipment be returned to Company without being cleaned or decontaminated, the Customer shall, at Company's sole option, either (1) clean and decontaminate the Equipment at Customer's sole cost (including all transportation costs associated therewith), or (2) reimburse Company for all reasonable costs incurred by Company in connection with cleaning and decontaminating the Equipment or engaging a third party to clean and decontaminate the Equipment. Should any Equipment be unable to be cleaned or decontaminated to Company's reasonable satisfaction, Customer will pay to Company its current list price plus handling charges for all such Equipment. **IN ADDITION, CUSTOMER SHALL INDEMNIFY COMPANY FROM AND AGAINST ALL DAMAGES RESULTING FROM OR RELATING TO CUSTOMER'S FAILURE TO PROPERLY AND ADEQUATELY DECONTAMINATE THE EQUIPMENT.** For health and safety reasons, contaminated Equipment must be returned to Company by Customer, and Company is not obligated to thereafter return any such Equipment to Customer, regardless of any cleaning, decontamination, or replacement costs incurred or paid by Customer pursuant to this Section.

26. **Force Majeure.** Company is not responsible for any delay in the performance of Services or failure of Equipment if and to the extent such delay or failure was caused by an event or occurrence beyond Company's reasonable control and without its fault or negligence. In the event of any delay due to such event or occurrence, Company shall receive an extension to perform the delayed work.

27. **Confidentiality.** Customer shall protect Company's Confidential Information as confidential and proprietary (and at a minimum Customer shall employ the same safeguards to protect the Confidential Information as it would utilize to protect its own confidential information). The Customer shall not disclose any Confidential Information to third parties, except with the prior written consent of Company or as required by law, with reasonable prior notice to Company. Upon Company's request or within 14 days after termination of this Agreement, Customer will return or destroy (as instructed by Company), all Confidential Information and all copies thereof in any media, unless Customer is required to retain such material under applicable laws. Customer further agrees that nothing in this Agreement limits or negates any statutory or common law rights, including those related to trade secrets, where such rights provide Company with broader protection. Each of Customer's agents and employees shall comply with the confidentiality restrictions set forth herein and Customer shall indemnify Company from any and all damages, costs, and/or expenses (including reasonable attorneys' fees) incurred by Company as a result of its, or its agents'/employees' unauthorized disclosure of Confidential Information.

28. **Miscellaneous.** In the event any term, provision or condition of this Agreement is held invalid, illegal, or unenforceable, it shall not affect the validity, legality or enforceability of the remainder of the Agreement. This Agreement inures to the benefit of and is binding upon the parties and their successors. Each party agrees to execute such further documents necessary to carry out the intent of this Agreement.

29. **Training, Operation, and Maintenance.** Customer shall be fully responsible for any and all training of users of the Equipment and agrees that it will not allow the use of the Equipment by any party unless and until that party has been adequately and properly trained. The Customer also acknowledges its responsibility to operate and maintain the equipment in accordance with the Operations Manual and all applicable codes and regulations. In addition, Customer shall be fully responsible for any and all maintenance required on the Equipment during the Rental Period except for the particular maintenance requirements by Company as set forth in the maintenance materials provided to the Customer by Company. Customer shall maintain adequate maintenance records as required by law.

**BrandSafway LLC Standard Terms and Conditions**

30. **Non-Discrimination.** This contractor and subcontractor shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

31. **Acceptance, Modification, and Entire Agreement.** COMPANY'S AGREEMENT TO PROVIDE EQUIPMENT OR SERVICES HEREUNDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S UNQUALIFIED ACCEPTANCE OF THIS AGREEMENT, AND CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS SPECIFIED HEREIN. The rights of the parties are governed exclusively by the terms and conditions set forth in this Agreement. Shipment or delivery of Equipment or Services pursuant to this Agreement or the acceptance, use, or retention of any Equipment or Services by Customer constitutes an unqualified acceptance by Customer of this Agreement. Any attempt by Customer to vary in any degree the exact terms and conditions of this Agreement in any acceptance, acknowledgment, confirmation or other communication of any kind containing additional, inconsistent, or different terms and conditions is hereby expressly objected to and rejected. Company's provision of Equipment and Services pursuant to the terms of this Agreement are not considered an acceptance of any additional, inconsistent, or different terms proposed by Customer. Should this Agreement be deemed an acceptance of a prior offer, quotation or proposal by Customer, such acceptance is limited to the express terms and conditions set forth herein. No course of prior dealings between the parties and no usage of trade are relevant or admissible to supplement, explain, or vary any provisions hereof. Moreover, no other contract, specification, drawing or other item, including terms on "click-through" websites, shall be incorporated into or made a part of the Agreement or binding on Company unless it is agreed to in writing by Company.

32. **Minimum Insurance Requirements.**

(a) At all times while performing work hereunder, Customer shall maintain insurance in amounts not less than:

(1) Workers' Compensation: Statutory Amount;

(2) Employer's Liability: minimum limit of \$1,000,000 per accident;

(3) General Liability Insurance, including contractual liability, products and completed operations: \$ 1 million per occurrence and \$2 million aggregate;

(4) Automobile Liability Insurance: combined single limit of \$1 million per accident;

(5) Excess Liability Insurance combined single limit for Bodily Injury and Property Damage of not less than \$4,000,000 per occurrence.

(b) All insurance policies required herein shall:

(1) Name Company, its directors, officers, employees, affiliates and agents as additional insureds to the greatest extent allowed by law except items (1) and (2) above on a broad form endorsement with coverage no less broad than ISO form CG 2010 1185. A current certificate of insurance must be supplied indicating the above coverage prior to the commencement of the work. Company shall have no duty to review said certificates and any failure of Company to notify Customer of its non-compliance with this section or any other provision contained in these requirements shall not act as a waiver of any right by Company.

(2) Contain an endorsement stipulating that Customer's policies are primary to and not contributory with any other policies affording coverage to Company and all other additional insureds, including any self-insurance retention or deductible maintained by Company;

(3) Provide that no policy shall be materially changed, amended or canceled except after 30 days prior written notice to Company;

(4) To the maximum extent permitted by law, all insurance policies of Customer in any way related to, or providing any coverage in connection with the work, whether or not required by this Agreement, shall be endorsed to waive all rights of subrogation against Company, except worker's compensation and employer's liability coverage.

33. **Abatement.** Notwithstanding any other documents between the Parties to the Agreement, the Company's abatement services shall end with appropriately containing the pre-existing hazardous wastes contemplated by this Agreement, including lead, asbestos, or other wastes ("Waste") upon the removal and placing of such packaged Waste in an aggregation location supplied by the Customer. Thereafter, transportation and disposal of the Waste will be the responsibility of its owner or the Customer, who shall sign all manifests as "generator" as that term is defined and understood under any applicable law. For the sake of clarity, the Company shall not transport or dispose of any Waste nor sign any manifest for the transportation or disposal of any Waste as a generator or co-generator or otherwise howsoever. Ownership and title to Waste shall at all times remain with its owner or the Customer and for all purposes, title to the Waste shall be that of the owner or the Customer and shall be deemed never to have been that of the Company.

# **Jason Slack/Director, Building and Grounds**

**Discussion and/or decision to approve and authorize  
Board to sign proposal for cemetery gates at Green  
Valley Cemetery.**



**MARK MARKUSON III**

**Construction**

23473 Old Lincoln Hwy

Crescent, Iowa 51526

**(712) 545-9006**

email: [mark.markusonconstruction@gmail.com](mailto:mark.markusonconstruction@gmail.com)

Web Page: <http://www.MarkusonConstruction.com>

TO: Attn: Jason  
Green Valley Cemetery

# PROPOSAL

Page No. \_\_\_\_\_ OF \_\_\_\_\_ Pages

JOB NAME / NO.	
New Gates Green Valley Cemetery	
LOCATION	
Backside of Walnut Hill Cemetery	
PHONE	DATE
712-328-4851	8/31/2022

We hereby submit specifications and estimates for:

**A) Gates**

1) Furnish 14' wide double gates with bell curve top + 6" steel posts with caps. Construct in area with size + design matching existing gates in Fairview Cemetery. Gates will have steel laser cut name plate. Excavate frost line footings, set gate posts and hang new gates.

**Total : \$ 7,694.00**

Extra: 2) If wanted 2 extra 5' wide Iron extensions to either side of fence posts.  
Labor and Material to install with post . **\$ 2,240.00**

Extra: 3) If wanted 16" by 16" brick columns with stone caps on frost line footings on both sides of new gates laid over new steel posts . **\$ 4,200.00**

- \* Prices on building materials, steel items , gates are only good for 30 days due to market instability
- \* Owners to provide Locate on boundary + utilities . Not responsible for striking any under ground structures.

**WE PROPOSE** herby to furnish material and labor - complete in accordance with these specifications, for the sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).

Payable as follows: 30 % down at time of starting job and balance upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_ **Mark Markuson III**

NOTE: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ 30 \_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL -** The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **Matt Wyant/Director, Planning and Development**

**Discussion and/or decision to approve and authorize Board to sign Memorandum of Understanding Between Pottawattamie County Division of Public Health and the Centro Latino, effective September 1, 2022 through December 31, 2022.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CENTRO LATINO  
AND  
POTTAWATTAMIE COUNTY DIVISION OF PUBLIC HEALTH**

This Memorandum of Understanding (MOU) is made and entered into by and between Centro Latino, (hereinafter "Contractor") and Pottawattamie County Division of Public Health, (hereinafter "County").

1. Purpose. To provide financial support for the Community Health Referral position to connect residents with needed health services in the County.

2. Term. The term of this Agreement shall be September 1, 2022 to December 31, 2022. Either party may terminate their participation in this agreement with 30 days written notice to the other party prior to the termination date. This agreement may also be terminated or modified in the event that adequate funds are not appropriated or available.

3. Scope. The Contractor agrees to employ and support a Community Health Referral position and to communicate with the County of the position activities.

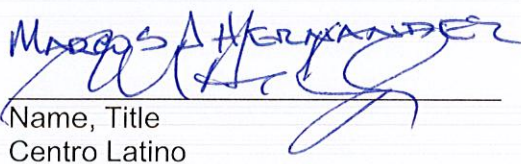
4. Relationship of the Parties. No separate entity or agency is created by this Agreement. The Contractor shall perform the services hereunder as an independent contractor and not as an agent or employee of the County.

5. Fees. The County will support the Community Health Referral position salary through December 31, 2022 by providing \$25,312.50 in funds to be billed in monthly installments of \$6,328.13.

6. Changes. Any amendments to this MOU must be made in writing signed by the Contractor and the County.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date set out below.

**CONTRACTOR**

  
\_\_\_\_\_  
Name, Title  
Centro Latino

8/31/22  
\_\_\_\_\_  
Date

**POTTAWATTAMIE COUNTY**

\_\_\_\_\_  
Tim Wichman, Chairman  
Board of Supervisors

\_\_\_\_\_  
Date

**Other Business**

Discussion and/or decision to approve  
Western Iowa Development Association  
funding in the amount of \$50,000 for FY  
22/23.





PO Box 129  
Oakland, IA 51560  
P: 712.482.3029  
F: 712.482.5590

[WWW.WIDAIOWA.ORG](http://WWW.WIDAIOWA.ORG)

**INVOICE 2025**

July 2022-June 2023

**To:**

Board of Supervisors  
Pottawattamie County Courthouse  
Second Floor  
227 S. 6th St.  
Council Bluffs, IA 51501

Description	Amount
Quarterly Funding  Thank you for investing in the future of rural Pottawattamie County by supporting Western Iowa Development Association.	\$50,000.00
<b>TOTAL</b>	<b>\$50,000.00</b>

Please make all checks payable to Western Iowa Development Association

**Received/Filed**

# Public Comments

**Closed Session**