

# **Consent Agenda**

**October 18, 2022**

**MET IN REGULAR SESSION**

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

**PLEDGE OF ALLEGIANCE**

**1. CONSENT AGENDA**

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

- A. October 11, 2022, Minutes as read.
- B. Jail – Employment of Andrew Krueger and Joseph McElroy as Detention Officers.

**2. SCHEDULED SESSIONS**

Motion by Shea, second by Schultz, to open Public Hearing on First Consideration of **Ordinance No. 2022-06**, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 12.92 acres from a Class A-2 (Agricultural Production) to a Class C-2 (General Commercial) District and setting date for Second Consideration.

**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 Shea, second by Schultz, to approve First Consideration of **Ordinance No. 2022-06**, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 12.92 acres from a Class A-2 (Agricultural Production) to a Class C-2 (General Commercial) District and setting date for Second Consideration for October 25, 2022.

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

Discussion was held by the Board with the City of Macedonia and Hancock regarding small town needs. Discussion only. No Action Taken

**3. OTHER BUSINESS**

Motion by Shea, second by Schultz, to approve County funding for flu shots for part-time employees. UNANIMOUS VOTE. Motion Carried.

**4. RECEIVED/FILED**

- A. Salary Action(s):
  - 1) Buildings & Grounds – Payroll status change for Benjamin Shudak.
  - 2) Jail – Payroll status change for Dan Weatherill.
  - 3) Conservation – Employment of Dan Borgaila as a Mechanical Operations and Maintenance Technician.
  - 4) Conservation – Employment of Terry Friis as a Snowmaking Team Member.

**5. PUBLIC COMMENTS**

No Public Comments.

**6. CLOSED SESSION**

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

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

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

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

**7. BUDGET STUDY SESSION**

Budget Study Session postponed until October 25, 2022.

**8. ADJOURN**

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:57 A.M.

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Tim Wichman, Chairman

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

APPROVED: October 25, 2022  
PUBLISH: X

# **Scheduled Sessions**

Rhonda Hope, Myrna McGrath, and Sandy  
Petersen/Board Members, Newton-Avoca  
Courthouse Committe

Discussion and/or decision to approve and authorize  
Board to sign lease renewal with the City of Avoca and  
Newtown Avoca Historical Society for the Avoca  
Courthouse.

**INVOICE**

Date

10/25/2022

# 01012023

**Payable to:**

Newtown-Avoca Courthouse Committee  
PO Box 57  
Avoca, IA 51521-0057

**TO:**

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

Date	Transaction	Balance Due
11/01/2022	Rent per lease agreement per year due and payable November 1st, 2022 for the lease ending November 1st, 2023. The second payment of an equal amount will be due and payable November 1st, 2023. Rent to be paid per lease agreement for the calendar years 2023 and 2024 at the rate of \$15,000 per calendar year.	\$15,000.00

**LEASE – BUSINESS PROPERTY – SHORT FORM**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022,

By and between City of Avoca and Newtown Avoca Historical Society ("Landlord"), whose address, for the purpose of this lease, is 201 North Elm Street and PO BOX 353, Avoca, Iowa 51521, and Pottawattamie County, Iowa ("Tenant"), whose address for the purpose of this lease is 227 South 6<sup>th</sup> Street, Council Bluffs, Iowa 51501.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord lease to Tenant the following real estate, situated in Pottawattamie County, Iowa.

The courthouse building, located in Avoca, Iowa on Lots 3 and 4 and the abandoned 16 foot strip, all in Lot 35, Original Town of Avoca, Iowa.

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging for a term beginning on the 1<sup>st</sup> day of November, 2022, and ending on the 1<sup>st</sup> day of November, 2024, upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent \$ 15,000.00 per year payable November 1<sup>st</sup> of each year.

All Sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 7% per annum.

3. **POSSESSION.** Tenant shall be entitled to possession of the first day of the lease term, and shall yield possession to Landlord at the termination of this lease, SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

4. **USE.** Tenant shall use the premises only for Courthouse purposes and other government activities.

**5. CARE AND MAINTENANCE.**

(A.) Tenant takes the premises as is, except as herein provided.

(B.) Landlord shall keep the following in good repair: "roof", "exterior walls", "foundation", "sewer", "plumbing", "heating", "wiring", "air conditioning", "plate glass", "windows and window glass", "parking area", "driveways", "sidewalks", "exterior decorating", "interior decorating". Landlord is responsible for all cleaning, janitorial and general maintenance.

(C.) Landlord shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alteration without the prior written consent of Landlord, unless otherwise provided, and if the premises include the ground floor, Landlord agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

**6. UTILITIES AND SERVICES.** Landlord will pay for all utilities. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

**7. SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant, Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month – to –month extension of this lease.

**8. ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

**9. INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and Landlord and extended coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

**10. LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

**11. DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

**12. MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises, Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service, or labor for any improvement on the premises.



### **13. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

#### **EVENTS OF DEFAULT:**

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

#### **NOTICE OF DEFAULT:**

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant the (10) days in which to correct the default, If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default, Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 days period.

#### **REMEDIES:**

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

**14. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, returned receipt requested, and postage prepaid.

15. **PROVISION BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successor, heirs, administrators, executors and assigns of the parties hereto.

16. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, " Specially Designated National and Blocked Person," or any other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation, Tenant hereby agrees to defend, indemnify and hold harmless Landlord from any against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and cost) arising from or related to any breach of the foregoing certification.

**17. ADDITIONAL PROVISIONS.**

A. City of Avoca, Iowa signs only for purposes of showing it does not object to the sublet of the above premises.

B. The City of Avoca, Iowa and the Newtown Avoca Historical Society will agree to defend, indemnity and hold Pottawattamie County, Iowa harmless from all claims, demands, suits, actions, payments, liability, and judgments arising out of any negligent or willful acts, except for any negligence on the part of Pottawattamie County, Iowa or its employees or lessees.

\_\_\_\_\_  
Mayor City of Avoca

\_\_\_\_\_  
Chairman Pottawattamie Board of  
Supervisor for Pottawattamie County, Iowa,  
TENANT

\_\_\_\_\_  
President New Town Historical Society

  
Blonda R. Hope  
Director Courthouse Committee  
LANDLORD

**Discussion with the City of Carter Lake regarding small town needs.**

Oscar Duran/Executive Director, Municipal  
Housing Agency

Presentation regarding housing challenges in our  
community.



MHACB

Municipal Housing Agency  
of Council Bluffs

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



OUR WHY

# We All Deserve A Place to Call Home,

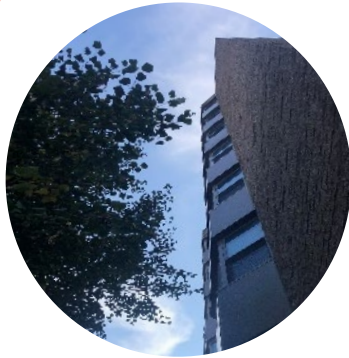
A place where we can find a lasting community to build and enhance our lives.

MHACB helps those at all stages and situations find a place that not only provides fundamental needs but also fosters positive living.

With families and staff working together, MHACB will provide the foundation that empowers up all to grow.

Welcome Home

# How We Serve



## Public Housing Program

MHACB owns & stewards two Public Housing communities for our community of Council Bluffs, Iowa

**295 Total Households = Regal Towers (210 Households) + Dudley Court (85 Households)**

100%

## Housing Choice Voucher Programs

We serve all sizes of households in our community. MHACB works with local landlords to support families with Housing Assistance Payments through several of our HCV programs.

**750 Households Currently Served (est) from 175 partnering landlords**

94%



MHACB

2022 Program Snapshot

# Our Impact



28%

**295  
Public Housing Families**

Currently, our two Public Housing communities are 100% occupied. With about 117 / 9 families on our waiting list, we have an estimated 45 households turnover from year to year.

64%

**665 from 705  
HCV Families**

Currently, our HCV program is slightly below its max capacity (94%). We have 450 families on our waiting list, 40 families searching for housing, and 40 families scheduled to begin searching. Roughly 120 vouchers turnover from year to year.

8%

**85  
Special Purpose  
Voucher Families**

With these vouchers, MHA serves nearly 20 Veteran households, 62 Mainstream households, and currently 4 Foster Youth Households.





## Tips for Success

# PUBLIC HOUSING & HCV

MHA's housing programs are heavily regulated, but don't worry, we handle the heavy lifting for our families. We have worked hard to get our programs to a stage where we can keep our waiting lists open for the community. Just make sure to follow our quick tips below to ensure your application is on point!



### **A Complete Application**

Don't miss anything. If you have a question, please just ask one of our Housing Specialists for help! Too many of our denials are from incomplete applications.



### **Great Communication**

Being on the waiting list is different from being approved. To make sure you don't wait longer than needed, keep us in the loop on changes to your application!



### **Don't Miss Your Appointment**

When you get a request for an appointment or call, please call back right away. You may have made it to the top of the list!



**MHACB**

In Service to Others

# WHERE TO APPLY

We know your housing situation can change quickly and we are bummed it takes so long for families in need to get into our programs. But please, don't delay submitting your application. Get in in fast, accurate, and just in case.

As part of our commitment to make our programs more accessible and simple to apply to, we are now taking applications at all four Council Bluffs sites below. Don't forget to ask questions if you need too!



## Regal Towers

505 South 6 Street  
Council Bluffs, IA 51501

Tuesday – Friday (8 am – 4 pm)



## Dudley Court

201 North 25 Street  
Council Bluffs, IA 51501

Monday – Thursday (12 pm – 4 pm)



## HCV Office (Omni Center)

300 West Broadway, Suite 38  
Council Bluffs, IA 51503

Tuesday – Friday (8 am – 4 pm)



## Online

[www.mhacb.org](http://www.mhacb.org)



Have Questions?

REACH  
OUT!



: + 1.712.322.1491



: info@mhacb.org



: 505 S 6 STREET COUNCIL BLUFFS, IA 51501 USA



[www.mhacb.org](http://www.mhacb.org)

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

Second Consideration of Ordinance No. 2022-06, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 12.92 acres from a Class A-2 (Agricultural Production) to a Class C-2 (General Commercial) District; and to adopt Ordinance No. 2022-06 into law.

## **RECORDER'S COVER SHEET**

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Ordinance #2022-06

POTTAWATTAMIE COUNTY, IOWA  
ORDINANCE NO. 2022-06

**AN ORDINANCE** to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 12.92 acres from a Class A-2 (Agricultural Production) District to a Class C-2 (General Commercial) District.

**BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA**

**SECTION 1 - AMENDMENTS:** That the Official Zoning Map, as adopted by reference in Section 8.003.020 of the Pottawattamie County, Iowa, Zoning Ordinance, be and the same is hereby amended by changing the district designation from its present designation of a Class A-2 (Agricultural Production) District to a Class C-2 (General Commercial) District of certain real estate, as shown on the attached plat and which is legally described as follows:

21-77-39 S 1/2 NW NE EXC W4.9' AC & EXC HWY

**SECTION 2 - SEVERABILITY:** That should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not effect that validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

**SECTION 3 - REPEAL OF CONFLICTING ORDINANCES:** That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 4 - EFFECTIVE DATE:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED.

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

Attest: \_\_\_\_\_  
Melvyn Houser, County Auditor  
Pottawattamie County, Iowa



NOTICE OF PUBLIC HEARING PUBLISHED:	October 13, 2022
BOARD OF SUPERVISORS PUBLIC HEARING:	October 18, 2022
FIRST CONSIDERATION:	October 18, 2022
SECOND CONSIDERATION:	October 25, 2022
PUBLICATION:	November 3, 2022
RECORD:	November 4, 2022

**TO:** Board of Supervisors  
**FROM:** Matt Wyant  
**DATE:** October 13, 2022

**RE:** #ZMA-2022-04

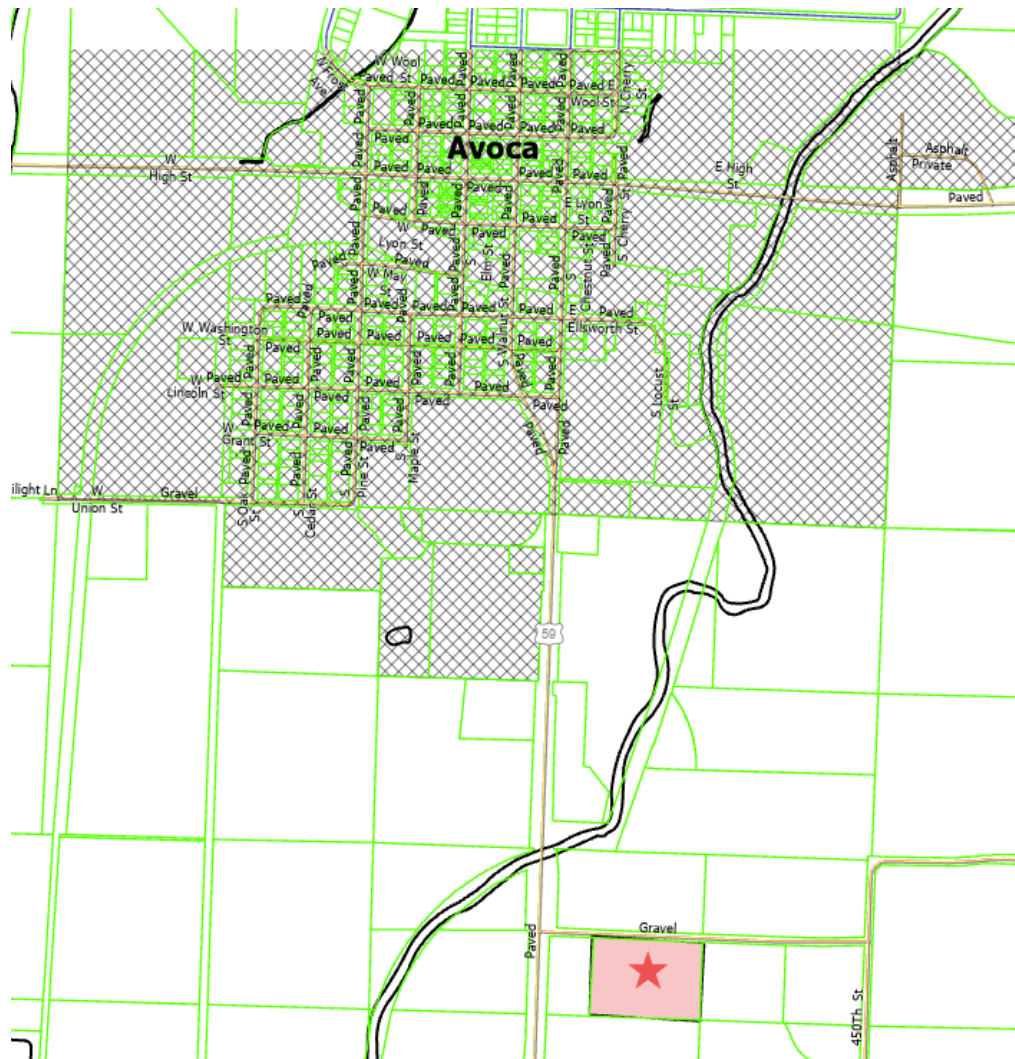
**REQUEST:** Zoning Map Amendment to reclassify approximately 12.92 acres from a Class A-2 (Agricultural Production) to a Class C-2 (General Commercial).

**LOCATION:** Knox Township

450<sup>th</sup> St

21-77-39 S1/2 NW NE EXC W4.9' AC & EXC HWY

The subject property is located approximately ½ t to the city limits of Avoca on 450th St.



**PROPERTY OWNER:** Second Van Houweling Property LLC dba Van Wall

**GENERAL  
INFORMATION:**

The applicants have requested that approximately 12.92 acres, which are currently zoned A-2 (Agricultural Production) District, be rezoned to C-2 (General Commercial). They own the parcel adjacent to the west of the subject property which consists of approximately 4.89 acres. It is zoned C-2 and is doing business as Van Wall (John Deere dealer). That property was zoned C-2 in 1971.



**APPLICANT'S  
NARRATIVE:**

We are planning a shop expansion to the east of our current building which is located on Parcel 773921200002. This parcel is zoned as commercial. This expansion will impede into the line on parcel 773921200003. This parcel is currently zoned as Agricultural. In anticipation of this expansion and future building permit submission, we would like to combine both parcels and be zoned as commercial.

I am not able to attend meetings on the 3<sup>rd</sup> Mondays of the month as I serve on the Boyer Valley School board as president and this is when our meetings are scheduled. A representative from Van Wall will attend the meeting in my place.

Feel free to call me ahead of the meeting on my cell phone 712-210-1604.

Sincerely,

A handwritten signature in black ink, appearing to be 'Steve Puck'.

Steve Puck

Van Wall





**ROADS & TRAFFIC:** Access to the subject property is gained from 450<sup>th</sup> Street, a gravel county road. The 2016 Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 50 vehicles per day.

**FLOOD HAZARD:** The Flood Insurance Study prepared by the Federal Emergency Management Agency for the County designates in the Flood Insurance Rate Maps that the majority of the property as being in a Zone A-Areas of 1% annual chance of flooding. New construction must comply with the floodplain management ordinance.



**COMMISSION**

**RECOMMENDATION:** On September 19, 2022 the Planning Commission conducted their public hearing on this request and made the following recommendation:

Motion: to recommend that the request of Second Van Houweling Property LLC dba Van Wall, as filed under Case #ZMA-2022-03, be approved as submitted.

Motion by: B. Larson.

Second by: Chapman.

Vote: Ayes –Silkworth, Leaders, B. Larson, Chapman. Motion Carried

**Other Business**

## Melvyn Houser/Auditor

Discussion and/or decision to approve and authorize Chairman to sign EBS Group Renewal effective January 1, 2023, through December 31, 2023, with a change to the Section 125 IRS maximum from \$2,850 to \$3,050 for medical annual contribution.



# Group Renewal Information

Plan Year: 01/01/2023 - 12/31/2023

## Employer Information

Employer Name: Pottawattamie County Tax ID: 42-6004433  
Address: 227 6th St.  
City: Council Bluffs State: Iowa Zip: 51501  
Telephone: 712-328-5700 Fax: 712-328-4781  
Contact: Melvyn Houser/Gina Hatcher Title: Auditor/Payroll/Benefits Specialist  
Email: payroll@pottcounty-ia.gov Company URL: \_\_\_\_\_

## Consultant/Broker Information

Agency: World Insurance Associates Telephone: 319-758-8451  
Agent Name: Denise Ballard Email: deniseballard@worldinsurance.com  
Account Manager: Cindy Allen Email: cynthiaallen@worldinsurance.com  
Account Manager: Mike Williams Email: mike.williams@fnicgroup.com  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_



# Section 125 Renewal

## Eligibility Information

Eligibility will remain the same as it is currently stated in the Plan Document if no changes are listed below.

## Flex Plan Information

Plan Design will remain the same as it is currently stated in the Plan Document for Medical and Dependent Care setup (*Grace, No Grace, Rollover*) including amendments due to the Cares Act and Consolidated Appropriations Act. Amendments to extend plans or to remove limits on carryover amounts will remain in effect throughout the new plan year unless noted below. If you have questions about your current plan design, please contact EBS for details.

### Section 125 Summary

Current Plan Provisions	Indexed IRS Maximum	Limited Contribution
Medical Annual Contribution	<del>\$2,850</del> 3050.00	
DCA Annual Contribution	\$5,000	
Employer Contribution		
	Medical & Limited Flex	Dependent Day Care
No Grace, No Carryover		
Grace Option	X	X
Indexed Carryover		Not Available
Limited Carryover		Not Available
Minimum Carryover		Not Available
Runout for Active EE	90 days after end of plan	90 days after end of plan
Runout for Termed EE	90 days after last date worked	90 days after last date worked

Additional comments:

All plans that have selected the FSA Medical Carryover option will automatically increase to the IRS annual allowable amount of 20% of the maximum contribution limit every plan year. If you do not want the automatic increase in the Carryover option, indicate the maximum amount you want to Carryover. \$ N/A

Yes  No Do you want to implement a MINIMUM amount of Carryover for those employees who choose NOT to participate the next plan year. \$25 \_\_\_\_\_ \$50 \_\_\_\_\_ \$100 \_\_\_\_\_

Yes  No I (group) want EBS to complete the required annual non-discrimination testing for the fees listed on the VOP below. I understand that (group) is required to complete the testing worksheets to have the tests performed. If EBS does not perform the testing, or if this question is left blank, non-discrimination testing becomes the responsibility of the group. Sole-proprietors and partners in a partnership may not participate in the Plan. S-Corporation more than 2% owners are not eligible to participate in the Plan; nor can employee-spouse, children, parents, and grandparents. Key, and highly compensated employees cannot have a disproportionate share of the before tax benefits within the Plan.

Yes  No Are there changes to the pre-tax benefits offered through your Cafeteria plan?  
If yes, please list here:

## Notifications and Reports

No Changes to notifications and reports.

We get too many emails. We only want the notifications and reports indicated below.

**Notifications:**  Payroll Deduction  Manual Claim Funding  DC Funding

**Monthly:**  Account Balance Detail  Payment History  Repayment



**Debit Card**

**Auto Substantiation for flex debit card groups ONLY:**

Benefit	Amount
Office Visit Copay (s):	\$
Emergency Room Copay:	\$
Urgent Care:	\$
Drug Copay (s):	\$
Dental Deductible, Office Visit, or Co-Pay:	\$
Vision Deductible, Office Visit, or Co-Pay:	\$

**Insurance Carriers**

Medical: **Wellmark**

Dental:

Vision:

**Payroll and Contribution Information**

**Number of Pay Periods per year for Medical and Dependent Care reductions:**

Monthly (12)
  Semi-monthly (24)
  Bi-weekly (26)
  Bi-weekly (24)
  Weekly (52)
  Other:

First Month pay date(s) of new plan year: January 6<sup>th</sup>, 2023  
 (or submit a payroll calendar)

Disclaimer: Our system defaults to Standard Rounding with the adjustment made on the last payroll of the plan year unless otherwise discussed.

**Employer Flex Contributions.** The Employer may contribute to the employees Flex account from the Employer's general assets. The employer may contribute a one-to-one match of the employee's contribution up to the IRS maximum. If the Employer is not matching funds, they may contribute a maximum of \$500 annually. Below is a sample showing how Employer's may contribute to the health FSA. Employers may contribute flex credits by giving the employee dollars to use towards other benefits or towards taxable income. If the flex credits are placed in the health FSA, the Employer must still limit the amount that can be contributed to \$500 or less to ensure that the health FSA remains an excepted benefit. Flex-credits may impact ACA affordability calculations.

**Examples:**

Employee Contribution	Employer Contribution	Combined Amount Applied to FSA
\$2,850	\$2,850	\$5,700
\$1,000	\$1,500 (not a match; Employer may contribute \$1,000)	\$2,000
\$1,000	\$500	\$1,500
\$300	\$500 (not a match, but acceptable)	\$800
\$0	\$500	\$500

- The Employer does not contribute to the health FSA
- The Employer allocates benefit dollars towards Employee Flex Credits into a health FSA
  - \$1 for \$1 Match
  - \$500 Annual Limit
- The Employer allocates benefit dollars towards Employee taxable salary
- The Employer provides a Health Insurance Opt-Out / Waive allocation into the health FSA (\$500 annual limit)
- The Employer provides a Health Insurance Opt-Out / Waive allocation towards Employee taxable salary



# Addendum (A)/ Verification of Purchase (VOP)

Employer Name: Pottawattamie County

Plan Year: 01/01/2023 – 12/31/2023

Administrative Fees		
Service	Current Fees (PEPM)	Renewal Fees (PEPM)
Flexible Spending Account Administration	\$4.50 or \$60 minimum	\$4.50 or \$60 minimum
Service	Current Fees	Renewal Fees
Plan Amendments	\$200.00 as required	\$200.00 as required
Special Programming/Reports Requests	\$175.00 per hour	\$175.00 per hour
Early Termination Penalty (30-day notice for all services).	One-time \$75 charge, in addition to your average monthly administration fees for the remainder of months left in your contract, up to your renewal date	

Non-Discrimination Testing <i>(If selected on the Renewal)</i>			
Number of Employees	Annual Fee	Number of Employees	Annual Fee
1 to 50	\$475	201 to 500	\$900
51 to 100	\$625	500 plus	Custom
101-200	\$800		

\*Please note some fees are annual and some fees are PEPM (per employee per month).

\*The above stated fees may be discounted contingent upon having multiple services. If one or more services are dropped, EBS may adjust fees accordingly and the parties will execute a new Addendum A. Addendum A may also be updated annually or when client makes changes to purchased services.

These fees include standard reporting only. Additional reports will be an additional fee. Enrollment packet information can be provided in an electronic pdf format upon request. Printed material provided at an additional cost.

Fees are established prior to notification of plan, benefit, and/or carrier changes. Please notify EBS of any plan changes as soon as possible as some changes may warrant an increase in administration fee.

By signing below, all parties to this Agreement verify that the renewal information on the preceding pages, rates, factors, and fees in this Schedule have been reviewed and approved by Pottawattamie County, and EBS shall be compensated accordingly for the plan year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date shown herein. All other provisions of the Service Agreement are affirmed.

Employer Signature	Print Name and Title	Date
Consultant/Broker Signature	Print Name and Title	Date
EBS Signature	Print Name and Title	Date



**Received/Filed**

# Public Comments

**Closed Session**

# **Budget Study Session**