

Consent Agenda

January 24, 2023

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. Amended January 10, 2023, Minutes as read.
- B. January 17, 2023, Minutes as read.
- C. Treasurer – Employment of Ellen Coats as a Clerk II - Treasurer.
- D. Jail – Employment of Nelson Valle-Milan as a Detention Officer.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Mark Eckman/Executive Director, Council Bluffs Convention & Visitors Bureau appeared before the Board to give an update on Pottawattamie Tourism.

Discussion only. No Action Taken.

Kari Rose/Director, Eckles Memorial Library, Antonia Krupicka-Smith/Director, Council Bluffs Public Library, and Serena Riesgaard/Director, Avoca Public Library, appeared before the Board to give a presentation regarding countywide public library and to request funding request revision.

Discussion only. No action taken.

3. OTHER BUSINESS

Motion by Belt, second by Jorgensen to approve pay range of the Seasonal Park Aide position to \$15-\$17 per hour.

UNANIMOUS VOTE. Motion Carried.

4. COMMITTEE APPOINTMENTS

Board discussed Committee meetings from the past week.

Discussion only. No action taken.

5. RECEIVED/FILED

A. Salary Action(s):

- 1) Conservation – Employment of Luis Perez and Jacob Raine as a Chair Lift Operators.
- 2) Conservation – Employment of Dofiniza Bicaba and Scott Miller as Ski/Snowboard Instructors.
- 3) Conservation – Employment of Quinn Boland as a Snowmaking Team Member.
- 4) Conservation – Employment of Caleb Wilson and Zachary Hardy as a Rental Shop Team Members.
- 5) Conservation – Payroll status change for Peyton Bell and Amy Graeve.
- 6) SWI Juvenile Detention – Employment of Christian Jasek as a Part-Time Youth Corrections Worker.
- 7) Conservation – Employment of Keely Prusia as a Seasonal Marketing Intern.

6. PUBLIC COMMENTS

Donna Rhubottom appeared before the Board to Curtail Eminent Domain for Co2 Pipeline.

Geri Frederiksen appeared before the Board and supports SF101.

Lorene White Bliss appeared before the Board also in support of SF101.

7. CLOSED SESSIONS

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

Roll Call Vote: AYES: Shea, Belt, Wichman, Miller, Jorgensen. Motion Carried.

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

Roll Call Vote: AYES: Shea, Belt, Wichman, Miller, Jorgensen. Motion Carried.

8. BUDGET STUDY SESSION

- 1) Attorney
- 2) Veteran Affairs
- 3) IT
- 4) Sheriff
- 5) Jail
- 6) 911

9. ADJOURN

Motion by Wichman, second by Jorgensen, to adjourn meeting.

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 3:24 P. M

Brian Shea, Chairman

ATTEST:

Melvyn Houser, County Auditor

APPROVED: January 31, 2023

PUBLISH: X

January 25, 2023

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 11:00 A.M. All members present. Chairman Shea presiding.

1. SCHEDULED SESSIONS

The Board of Supervisors and Jana Lemrick/Director, Human Resources conducted interviews for the Veteran Affairs Commissioner vacancies.

2. ADJOURN

Motion by Wichman, second by Miller, to adjourn meeting.

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 2:30 P. M.

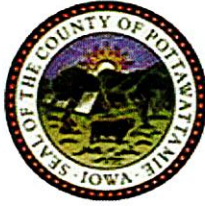
Brian Shea, Chairman

ATTEST:

Melvyn Houser, County Auditor

APPROVED: January 31, 2023

PUBLISH: X



Publication Report

Pottawattamie County 2022

For Date Range 01012022-12312022

Employee Name	Salary
ADKINS, HANNAH	\$40,379.48
ADKINS, TANYA	\$50,065.10
ADLAND, TIMOTHY	\$75,952.95
AGUILAR, JACQUELINE	\$44.00
AHMANN, QUINTIN	\$66.00
ALBERS, FREDRICK	\$74,331.04
ALBERS, MEGAN	\$88,447.08
ALIANO, KRISTIN	\$4,142.50
ALLEN, CORY	\$73,836.30
AMBROSE, ROBIN	\$94,652.40
AMDOR, NICHOLAS	\$87,420.48
AMOS, PATRICE	\$94,964.63
ANDERSEN, ROBERT	\$99,297.21
ANDREW, CHRISTOPHER	\$39,976.38
ARBOGAST, SARAH	\$13,750.48
ARKFELD, SAMUEL	\$98,233.74
ARNOLD, KYLE	\$65,171.11
ARRICK, DOUGLAS	\$357.10
ASHCRAFT, ABBIE	\$63,844.77
AUSDEMORE, DUSTIN	\$66,104.62
AUSDEMORE, HEATHER	\$78,221.66
AUSDEMORE, KEVIN	\$58,483.61
AUSDEMORE, PEGGY	\$54,937.19
AVIS, RYAN	\$81,066.47
AWE, ROBERT	\$75,260.52
AYERS, MAKENZIE	\$8,384.94
AYOTTE, BRENTON	\$85,205.15
BANISTER, AKEEM	\$2,867.49
BATES, WILLIAM	\$25,109.96
BAUER, TRAVIS	\$46,342.95
BAYER, DAVID	\$126,773.25
BAYLOR, WILLIAM	\$43,169.61
BECK, VERONICA	\$7,472.07
BECKER, PEGGY	\$64,097.83
BECKMAN, JODIE	\$52,218.51
BEEDE IV, PERRY	\$47,364.95
BEHRENS, KARA	\$23,447.15
BEIERMANN, BEN	\$2,596.00
BELL, PEYTON	\$11.00
BELT, SCOTT	\$49,919.86
BENTZINGER, DANIELLE	\$83,894.61
BERNHARDS, TRISHA	\$79,659.90
BIEGLER, RACHEL	\$78,888.29
BIODROWSKI, MICHELLE	\$35,022.67
BLACK, CODY	\$487.50
BLAIR, RHONDA	\$54,321.22
BLUML, SHAWN	\$64,818.15
BOCKERT, TAMMY	\$33,014.51
BOESE, JESS	\$8,904.02
BOHLIM, MARISA	\$325.00
BONER, BARBARA	\$75,297.99
BONNET, MICHAEL	\$90,372.08
BORGAILA, DANIEL	\$8,492.14
BOSE, ETHAN	\$2,596.00
BOSE, MICHELL	\$62,893.15
BOWEN, MICHAEL	\$36,146.02

Employee Name	Salary
BRADFORD, CHRISTOPHER	\$73,842.67
BRAMMER, ASHLEY	\$40,316.45
BRANNAN, ROGER	\$81,617.72
BRANNAN, TANYA	\$8,605.29
BRENNER, JUELLES	\$1,760.00
BRENSEL, NATHAN	\$82,179.10
BRESSLER, MICKEY	\$6,048.00
BRILES, PATRICIA	\$71,850.36
BRISBOIS, LANCE	\$353.50
BROCKMAN, DAWN	\$54,521.22
BROCKMAN, JEFFREY	\$5,324.57
BROOKS, MONICA	\$16,212.37
BROUGHAM, GREG	\$79,553.21
BROWN, ANDREW	\$142,817.82
BROWN, LOGAN	\$12,168.76
BROWN, MOLLY	\$70,240.70
BRUCE, DANELLE	\$49,338.03
BRUMMETT, TORIE	\$69,513.34
BRYANT, ELLA	\$1,352.00
BRYSON, TAMMY	\$50,267.37
BURGER, JAMES	\$114,995.10
BURHENNE, JASON	\$18,421.94
BURNS, LINDA	\$45,007.93
BUTTERBAUGH, TODD	\$84,889.84
BUTTON, DAVID	\$68,886.76
CAHILL, GERALD	\$61,378.05
CALHOON, RONALD	\$14,759.37
CAMPBELL, TYLER	\$55,219.59
CARLSEN, CRAIG	\$37,396.29
CARSTENS, TREY	\$70,251.32
CARVER, NATHAN	\$11.00
CASSON, MICHAEL	\$9,641.50
CASTRO, MELISSA	\$44,728.91
CEDER, BAILEY	\$54,076.36
CEDER, DUSTIN	\$108,583.42
CEDER, TREVOR	\$61,039.71
CHAPIN, AUDREY	\$84,187.96
CHATTIN, AIDEN	\$44.00
CHENEY, BARBARA	\$72,133.30
CHENEY, WYATT	\$5,625.00
CHRISTIANSEN, ANGELA	\$48,499.33
CHRISTIE, CHASITY	\$87,481.54
CIRCO, CHRISTINE	\$127,610.39
CLARK, DESTINY	\$55,943.49
CLAYTON, DUSTIN	\$4,247.27
CLEAVER, LARRY	\$76,075.79
CLEVELAND, MILES	\$65,865.56
COFFMAN, BRAD	\$59,434.78
COLEMAN , GARFIELD	\$94,402.93
COLLINS, JULISA	\$9,108.23
COLLINS, LUZ	\$23,862.62
CONTRERAS, FABIOLA	\$40,361.17
COOL, JOHN	\$94,812.25
CORUM, MATTHEW	\$62,732.30
COTTEN, ALICIA	\$61,343.59
COTTEN, JAKE	\$84,374.25
COX, MERISSA	\$66,188.78
COX, STEPHANIE	\$54,315.55
COZIAHR, ELLIOT	\$11.00
CURRY, TIMOTHY	\$62,815.68
CURTIS, CHRISTOPHER	\$72,607.51
DAHLHEIM, CHERI	\$70,680.63
DALE, DESIREE	\$26,694.87
DARNELL, NOLAN	\$57,075.44

Employee Name	Salary
DAU, JOSHUA	\$71,474.33
DAVIDS, LEWIS	\$16,069.53
DERRINGTON, JOSHUA	\$60,671.56
DESANTIAGO, TOMAS	\$75,087.09
DEWEY, ANDREW	\$75,174.79
DEYEAGER, BRADY	\$71,365.00
DOBSON, MALINA	\$114,995.07
DOBYNS, ANGELA	\$89,499.85
DONOVAN, KODIE	\$82.50
DOOLEY, MARGARITA	\$102,679.58
DOTY, JAMES	\$94,056.04
DRIVER, RANDALL	\$2,904.91
DUFF, JENNIFER	\$5,147.46
DYSART, HUNTER	\$57,582.85
EASTON, DANNIELLE	\$10,713.25
EBKE, SARAH	\$18,117.22
ECKER, STEPHEN	\$73,752.60
ECKMANN, MICHAEL	\$75,286.31
EHRENS, JOHN	\$58,320.62
ELONICH, CORY	\$60,572.71
ELWOOD, RANDALL	\$55,824.82
ENG, WEI KAY	\$60,392.90
ENGEL, DOUGLAS	\$59,256.55
EPPLER, PATRICK	\$114,995.10
ESTRADA, ROBERTO	\$51,800.53
EVERETT, KRISTIN	\$78,221.65
EWER, KRISTEN	\$14,919.45
FAIRCLOTH, DANIEL	\$3,300.00
FAUBLE, BRENT	\$72,047.41
FEIGENBUTZ, DEVAN	\$59,974.98
FEIGENBUTZ, GARY	\$62,013.49
FENNER, JONATHAN	\$67,966.91
FERGUSON, KURT	\$88,775.00
FIELDS, ADAM	\$73,777.40
FISCHER, DAVID	\$68,904.31
FLEMMING, BRADY	\$14,481.72
FOOTE, CHARLES	\$8,173.00
FORD, STEPHANIE	\$83,677.07
FOREMAN, KAREN	\$5,244.06
FORNEY, PAUL	\$114,475.08
FOX, STEVEN	\$7,760.00
FRAIN, AUSTIN	\$87,089.08
FRAIN, TANNER	\$81,505.48
FRANCO, JEFFREY	\$87,835.91
FREDRICH, ABBY	\$74,745.33
FREEBERG, CHAD	\$82,324.58
FREEMAN, MARC	\$100,360.05
FREEMAN, RICHARD	\$22,854.68
FRIIS, TERRY	\$2,925.00
FROHARDT, MATTHEW	\$89,271.04
GAMMEL, KELLY	\$74,967.61
GARDNER, KRISTINE	\$63,301.94
GARREAN, VALERIE	\$44,098.51
GEHRMANN, ALICIA	\$67,724.66
GENEREUX, ANDREA	\$6,177.52
GENTLEMAN, DAVID	\$48,589.77
GERONIMO, JENNIFER	\$65,401.66
GETSFRED, CHRISTOPHER	\$1,000.00
GIFFORD, LEANNE	\$113,527.86
GILLESPIE, THEODORE	\$73,461.63
GILLETTE, LACY	\$4,512.46
GILLIAM, GRANT	\$73,682.57
GOOD, PAULA	\$20,689.61
GRAEVE, CHAD	\$70,036.65

Employee Name	Salary
GRAHAM, MARIA	\$94,669.36
GRAY, ASHLEY	\$62,365.91
GREEN, CASSANDRA	\$49,922.14
GREER, KELLY	\$84,479.11
GRESS, JEFFREY	\$59,256.58
GROBE, LYNN	\$49,919.86
GROBE, THOMAS	\$59,586.23
GROTHER, EMILY	\$89,518.63
GUMPERT, KYLIE	\$53,104.64
GUYER, VINCE	\$82,023.29
HACKETT, KYLE	\$68,159.13
HADFIELD, ALLEN	\$83,687.05
HALLSTROM, JERROLD	\$3,991.22
HANSEN, STEVEN	\$40,308.59
HARDIMAN, JACOB	\$2,567.00
HARDIMAN, RANDIE	\$52,976.31
HARKER, JEREMY	\$69,128.84
HARKER, JOSHUA	\$80,633.06
HARLEY, GEORGIA	\$90,241.78
HARRIS, TANI	\$50,439.14
HARRISON, THEA	\$41,136.98
HARRYMAN, KENNETH	\$66,780.87
HARVEY, JAMES	\$88,956.31
HASSAY, BOBBI	\$2,113.11
HASSAY, KRISTY	\$61,657.10
HATCHER, VIRGINIA	\$83,505.85
HAWKINS, CHERYL	\$74,997.27
HEAD, JACOB	\$65,364.81
HEALY, TRAVIS	\$62,250.50
HEATH, BENJAMIN	\$73,216.79
HEBING, MARILYN	\$91,104.37
HECKER, RYAN	\$31,930.26
HEDEGAARD, SHAWNA	\$68,935.26
HEMPEL, ERIC	\$83,909.45
HENDERSON, PATRICIA	\$1,083.75
HENNINGSSEN, DARYL	\$61,776.49
HENNINGSSEN, DONALD	\$85,912.24
HENSLEY, CAROL	\$38,433.73
HENSLEY, LINDA	\$75,459.84
HERMANSON, BECKY	\$67,235.34
HERRING, TAMMY	\$39,364.06
HERRINGTON, LYNN	\$78,221.68
HESS, DOUGLAS	\$61,494.89
HESS, MICHAEL	\$31,688.21
HEYER, CANDY	\$58,974.99
HIATT, RICHARD	\$95,387.68
HILLER, CHAD	\$67,487.81
HILLER, SARAH	\$47,134.95
HILLS, TAYLOR	\$88.00
HILZ, JONATHAN	\$81,813.25
HITCHCOCK, TRAVIS	\$57,647.11
HLADIK, ROBERT	\$965.25
HOANG, NINA	\$69,888.11
HODGES, KENT	\$61,910.92
HOGG, MAKENNA	\$835.11
HOLMAN, SHANNON	\$83,333.23
HOOK, DEONDRE	\$51,785.40
HOOPER, DAVID	\$26,036.13
HOUGH, JASON	\$62,417.06
HOUGH, RONALD	\$61,621.92
HOUSER, MELVYN	\$91,900.64
HOVEY, CAMSLEY	\$16,584.45
HOVEY, SHELLY	\$72,133.37
HUEBNER, BRANDON	\$3,439.17

Employee Name	Salary
HUEBNER, GINA	\$72,549.45
HUEBSCHER, JOHN	\$1,100.00
HUEGLI, ADDISON	\$22.00
HUERTA, JOLENE	\$53,774.55
HUNT, BRYAN	\$336.00
HUSZ, RYAN	\$62,125.14
ISAACSON, MONTE	\$9,751.63
JACOBMEIER, JON	\$135,942.61
JEDLICKA, EMMA	\$11.00
JEDLICKA, NICHOLAS	\$18,257.18
JENSEN, CRAIG	\$97,536.36
JENSEN, NATHAN	\$66.00
JENSEN, SHAWN	\$86,593.86
JENSEN, SUSAN	\$1,916.25
JOBE, AMY	\$65,244.82
JOHANNSEN, CLAY	\$7,938.79
JOHNSON, JEANNETTE	\$59,108.53
JOHNSON, JONATHAN	\$59,974.97
JOHNSON-CAMPAGNA, AMY	\$56,425.84
JONAS, ASHLEY	\$10,516.25
JONES, RILEY	\$59,741.00
JONES, TRICIA	\$94,362.20
JUSTESEN, DARRELL	\$59,157.03
JUSTESEN, MARY	\$12,863.27
KALLAS, KATHIE	\$46,542.75
KALSTRUP, PAMELA	\$93,777.99
KARNS, JASON	\$9,961.78
KARNS, TODD	\$63,464.33
KAUFFMAN, GRACE	\$5,709.00
KAVA, ANTHONY	\$117,608.79
KAY, MITCHELL	\$104,556.76
KELSEY, DOUGLAS	\$75,657.66
KEMMISH, MICHELE	\$11,899.11
KENNEDY, MARILYN	\$71,183.67
KEPHART, CHASITY	\$59,108.56
KEPHART, TRAVIS	\$65,498.82
KEPLER THOMASON, JACE	\$66.00
KILEY, NOAH	\$44.00
KIRCHHOFF, ERIKA	\$15,981.25
KIRLIN, JOSHUA	\$87,965.72
KJELDGAARD, TREVOR	\$2,684.00
KLAUSNER, MIRANDA	\$4,134.88
KLEIN, ADAM	\$87,931.38
KNIGHT, KALEN	\$7,725.50
KOHL, JOSHUA	\$59,665.51
KONZ, SCOTT	\$61,494.92
KRAMER, MARY	\$2,484.38
KRUEGER, ANDREW	\$10,836.98
KRUSE, DANA	\$24,981.47
KUEHNHOLD, JASON	\$52,896.94
KUNZE, CHAD	\$66,000.75
LAFAVE, RYAN	\$80,984.71
LAIRMORE, ZACH	\$57,488.63
LAKE, TERI	\$45,090.45
LARKIN, ANDREW	\$3,080.00
LARSEN, VICTORIA	\$62,023.53
LARSON, HOLLIE	\$11.00
LARSON, KALLIE	\$1,050.00
LAUGHHUNN, COLBY	\$5,636.96
LAUGHHUNN, LOGAN	\$13.00
LEICK, ANTHONY	\$86,581.02
LELAND, CHRISTIAN	\$11.00
LELAND, MADELINE	\$11.00
LELAND, MAXIMILLIAN	\$22.00

Employee Name	Salary
LELAND, RIAH	\$30.00
LELAND, STEVEN	\$2,056.00
LEMASTER, JASON	\$87,303.33
LEMBKE, GARRETT	\$71,687.32
LEMRICK, JANA	\$104,657.50
LENIHAN, BECKY	\$83,369.44
LENIHAN, PETER	\$1,659.90
LEWIS, CANDY	\$45,407.59
LINDGREN, CHRISTINA	\$41,388.94
LISTON, REBECCA	\$72,759.73
LITTLE, COREY	\$77,243.44
LOGHRY, KENNY	\$71,817.94
LOLLIS, HANNAH	\$4,472.00
LOMBARDO, ISABELLA	\$1,624.00
LOOMIS, BRIAN	\$82,495.01
LORENZ, JAMIE	\$50,027.48
LUCZEK, FELICA	\$6,426.50
MAASSEN, KIMARIE	\$27,272.62
MAGNUSON, KRISTINE	\$54,937.20
MAGUIRE, STEVEN	\$84,499.67
MAGUIRE, YLONDA	\$49,562.04
MANHART, BRIAN	\$65,571.06
MANTELL, MICHAEL	\$78,054.16
MANZ, SCOTT	\$62,065.53
MARKEL, RANDALL	\$19,877.70
MARSH, JODY	\$95,158.01
MARTIN, MARLYS	\$6,423.38
MASS, JAMELYN	\$73,464.93
MASS, TIFFANY	\$14,748.37
MATTOX, TARALEE	\$54,211.15
MAYER, RICHARD	\$8,395.25
MCCARTNEY, ANTHONY	\$107,791.38
MCCOID, NICHOLAS	\$58,759.92
MCDERMOTT, KADEN	\$528.00
MCELROY, JOSEPH	\$9,624.57
MCGEE, ALEXANDER	\$46,357.87
MCGEE, BRITTANY	\$50,545.71
MCGOVERN, CHARLES	\$66.00
MCINTIRE, WYUJE	\$52,131.40
MEFFERD, THOMAS	\$54,120.29
MEHAFFY, RAY	\$39,976.38
MELBY, LOGAN	\$56,484.21
MEYER, JACOB	\$57,234.40
MEYERS, JEREMY	\$56,467.72
MIKOVEC, HADLEY	\$64,123.83
MILES, MICHELE	\$67,724.65
MILLER, BRIAN	\$103,564.80
MILLER, DEBORAH	\$67,724.66
MILLER, JEFFREY	\$75,387.39
MILLER, TANNER	\$37,664.48
MILLS, BRIAN	\$14,625.47
MINCHEW, JENNIFER	\$61,218.21
MOATS, ANDREW	\$101,199.35
MOHANRAJ, MADHUMITHA	\$9,792.50
MOLGAARD, DANE	\$6,837.93
MOORE, TISHA	\$10,118.20
MORDESON, BRIGID	\$29,438.77
MORONEY, SCOTT	\$70,381.56
MORRIS, MARIE	\$1,060.58
MORSE, JORDAN	\$53,291.23
NEIGHBORS, JASON	\$58,840.60
NELSEN, CHRISTOPHER	\$15,111.32
NELSEN, LISA	\$70,982.32
NELSON, JENNIFER	\$279.00

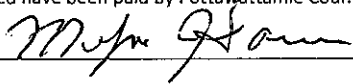
Employee Name	Salary
NELSON, PAUL	\$49,331.40
NELSON, TREVOR	\$78,718.13
NEUMANN, JARON	\$63,637.00
NEWELL, KELLIE	\$53,104.63
NEWTON, SEAN	\$54,470.92
NIELSEN, NOLAN	\$55,372.23
NIXON, MYRA	\$46,205.65
NOBILING, JENNIFER	\$24,872.16
NOECKER, STEVEN	\$83,468.68
NORMAN, ZACHARIE	\$87,480.64
NOSEKABEL, TRACY	\$67,421.20
NOWATZKE, BRITTANY	\$38,433.74
ODONNELL, MATTHEW	\$91,521.24
OHLINGER, JEFFERY	\$11,339.36
OLDEROG, RYAN	\$92,956.08
OLIVER, BRADLY	\$50,959.93
OLSEN, THOMAS	\$72,133.43
PANE, CODY	\$4,711.83
PARRA, TROY	\$80.00
PAULSON, BRANDY	\$34,716.66
PENNEY, RYAN	\$66,114.62
PERDUE, BRADLEY	\$76,819.89
PEREGRINE, DUSTIN	\$61,706.37
PETERSEN, JAMIE	\$111,164.90
PETERSEN, JEREMY	\$71,724.81
PETERSON, JEFFRY	\$11,561.44
PETTIT, LAURA	\$1,663.99
PETTIT, SAMUEL	\$40,013.30
PING, ARIC	\$53,104.59
PITT, NOLAN	\$3,601.95
PLOEN, KANDI	\$71,770.21
PLUMB, SCOTT	\$19,426.69
PONCE-DOMINGUEZ, BLANCA	\$43,239.85
POORE, JONATHAN	\$92,041.85
PORTER, JILLIAN	\$87,061.82
POWDERS, CARRIE	\$27,808.00
PRZYBOROWSKI, CATHARINE	\$53,083.98
PUTNAM, KYLE	\$76,627.34
PUTNAM, SCOTT	\$68,140.36
QUINN, ARIEL	\$3,812.31
RAINE, SAMUEL	\$1,893.50
RAMSEY, BRANDON	\$80,508.50
RANTA, JORDAN	\$30,086.60
RASMUSSEN, DONNA	\$50,267.38
RASMUSSEN, JOHN	\$131,371.33
RATHBUN, ANGELA	\$45,309.45
RAU, EMILY	\$28,513.99
RAUCH, JAMES	\$14.00
RAYMENT, JESSICA	\$39,453.32
REDDING, RIKAYLA	\$59,696.09
REDMON, DEBRA	\$83,089.81
REED, DOUGLAS	\$80,146.55
REEVES, MATTHEW	\$76,854.83
REID, KRISTEN	\$2,394.08
REILICH, REBEKKAH	\$69,052.82
REIMER, JACOB	\$24.00
REIMER, JORDYN	\$66.00
REINKEN, SANDRA	\$1,550.00
REINSCH, DIANA	\$9,722.26
RETHMEIER, CHRISTINE	\$79,549.28
REYNOLDS, JOSHUA	\$60,142.93
RICHEY, KRISTINA	\$34,856.25
RICKARD, NICHOLAS	\$7,937.53
RING, ADAM	\$86,172.09

Employee Name	Salary
RISO, ROBIN	\$54,001.23
RIVERA, ISRAEL	\$63,290.37
ROACH, CLAIRE	\$23,365.88
ROBERTS, AMBER	\$87,325.50
ROBINSON, ABBY	\$7,927.29
RODARTE, HOPE	\$53,169.17
RODRIGUEZ, RAFAEL	\$89,034.53
RODRIGUEZ, SAUL	\$14.00
ROLLINS, MITCHELL	\$57,812.03
ROOT, SCOTT	\$44,774.40
ROSENBERG, PAUL	\$45,649.14
ROSKENS, MARY-BETH	\$83,505.82
ROSS, VERONICA	\$69,600.29
ROUSH, GREGORY	\$62,404.61
RUBEK, ANGELA	\$71,141.51
RUBEK, ANTHONY	\$78,650.37
RUBY, STEVEN	\$52,618.24
RUNGE, TODD	\$53,690.20
RUSSMANN, PATRICIA	\$78,595.20
RUTLEDGE, ADAM	\$76,983.01
SAMPSON, DANIEL	\$55,531.71
SAMPSON, KEVIN	\$65,571.13
SANDERS, ELIZABETH	\$64,644.46
SANDS, DAVID	\$90,906.86
SAVAGE, CARIE	\$3,370.00
SCHLEIMER, MICHEAL	\$80,200.65
SCHLINES, TODD	\$86,977.46
SCHNECKLOTH, THOMAS	\$71,743.09
SCHNEPP, MANDI	\$40,379.43
SCHRODER, BRADY	\$51,230.43
SCHROEDER, KYLE	\$51,230.41
SCHULTZ, ALISHA	\$60,764.42
SCHULTZ, JUSTIN	\$49,919.86
SCHULTZ, TERESA	\$66,697.97
SEIBEL, ERIC	\$74,937.59
SERRATO, ELIZABETH	\$2,615.69
SHAFFER, HEATHER	\$53,216.25
SHAW, NATALIE	\$242.00
SHEA, BRIAN	\$49,919.86
SHEA, ERIC	\$94,316.10
SHEA, SHANE	\$24.00
SHEA-KAMMERER, STEPHANIE	\$53,353.56
SHOEMAKER, MARK	\$100,320.94
SHRADER, WILLIAM	\$56,595.01
SHUDAK, BENJAMIN	\$72,342.96
SHUTTERS, MICHAEL	\$10,352.37
SIECK, MARIA	\$101,623.07
SISO, JASON	\$582.67
SLACK, JASON	\$86,547.10
SLIGER, CLARENCE	\$13,212.00
SMEAL, KAYLA	\$75,809.86
SMITH, ANDREW	\$60,593.50
SMITH, ANDREW	\$61,388.65
SMITH, CYNTHIA	\$50,267.41
SMITH, MARK	\$76,611.70
SMITH, MATTHEW	\$1,335.75
SMITH, PENNIE	\$93,077.88
SMITH, SHANE	\$45,665.35
SMITH, STERLING	\$88.00
SMITH, THOMAS	\$74,117.06
SMOTHERS, JAMIE	\$78,221.70
SNYDER, BRIAN	\$9,440.65
SNYDER, KERRIE	\$115,827.19
SONDAG, PATRICK	\$114,475.06

Employee Name	Salary
SORTINO, MARY	\$3,406.34
SOUICIE, AARON	\$92,507.96
SOWERS, JEFFREY	\$61,665.83
STACY, KATHRYN	\$49,001.43
STANG, GIA	\$13.00
STANGE, HUNTER	\$485.85
STANGE, TYLER	\$53,466.99
STARKOVICH, CHARLES	\$15.00
STEVENS, SHAWN	\$96,170.83
STEWART, JEROME	\$79,404.18
STONE, SAMANTHA	\$71,806.48
STOTTS, BRENDA	\$50,267.38
STRAND, CALEB	\$33.00
STROUD, RENE	\$61,620.84
STROVERS, ERIC	\$116,167.12
STUDY, JASON	\$93,868.51
SUNDBERG, NOAH	\$22,112.00
SUNDEEN, ALLISON	\$318.50
SUNDERMANN, JOHN	\$10,477.64
SWOLLEY, LINDA	\$73,620.42
SYLVIS, COLLEEN	\$53,205.67
TEMEYER, DANIEL	\$80,521.93
THEULEN, JEFFREY	\$121,560.27
THOMAS, CORY	\$62,305.55
THOMAS, CRAIG	\$93,916.51
THOMAS, RYAN	\$31,837.42
THOMAS, TAYLOR	\$72,392.72
THOMPSON, LYNDZE	\$94,050.51
THOMPSON, RYAN	\$60,449.38
THOMSEN, SARA	\$52,949.20
TIMM, CAROL	\$37,478.59
TODD, TIMOTHY	\$60,765.15
TOLL, GERALD	\$4,256.00
TORKELSON, JILL	\$78.00
TORRES, MARIA	\$51,847.97
TOTUSEK, MALLORY	\$53,353.60
TOWNSEND, DANIEL	\$62,721.37
TOWNSEND, HEATHER	\$87,153.07
TRANMER, ANTHONY	\$71,995.78
TRANMER, WHITNEY	\$72,167.53
TREANTOS, KRISTINA	\$89,540.09
TRUAX, NICOLE	\$4,458.00
TRUJILLO, LUIS	\$63,904.97
TURPEN, MARY JO	\$48,499.40
UNRUH, JOSHUA	\$64,485.24
VANDERVORT, SCOTT	\$86,295.11
VANSOELEN, THOMAS	\$58,191.38
VOLKENS, LEE	\$86,911.54
VOSS, LEA	\$91,900.64
WACHTER, JOY	\$9,029.66
WACHTER, MIRANDA	\$59,108.50
WAGNER, BRIAN	\$68,393.92
WAHLING, ROBYN	\$7,199.29
WALKER, ANGELA	\$66,057.65
WALKER, JEFFREY	\$58,650.16
WALKER, JOHN	\$60,658.92
WALLNER, ERIC	\$97,934.13
WALLNER, JENNIFER	\$45,407.61
WALTON, TIMOTHY	\$1,449.92
WARNKE, JANICE	\$46,205.64
WARREN, JEREMY	\$59,101.88
WATSON, SUZANNE	\$107,184.49
WATTS, JAMIE	\$80,396.95

Employee Name	Salary
WEATHERILL, DANIEL	\$72,534.45
WEBER, CHRISTOPHER	\$84,833.29
WELCH, JOSEPH	\$74,757.43
WELTER, SHELLEY	\$39,202.78
WERNEBURG, KAYLA	\$55,041.04
WESSELS, BRETT	\$94,290.55
WHAM, EVAN	\$16.50
WHEELDON, MICHAEL	\$67.50
WHITE, MATTHEW	\$82,614.25
WHITE, ORAL	\$112,283.86
WHITTINGTON, DOUGLAS	\$70,804.22
WICHMAN, TIMOTHY	\$49,919.86
WICKERSHAM, KIMBERLY	\$47,165.37
WIESE, CARL	\$21,830.71
WIESE, MATTHEW	\$51,876.77
WIESE, NATASHA	\$292.30
WILBER, JEREMY	\$60,739.39
WILBER, MATTHEW	\$149,238.90
WILCOX, KENNETH	\$61,910.94
WILCOXON, NATHAN	\$80,489.71
WILLIAMS, KATHERINE	\$4,747.75
WILSON, BILLY	\$39,823.50
WILSON, DIXIE	\$63,653.46
WILSON, ESTATE OF DANIEL	\$73,160.06
WILSON, JAY	\$74,212.86
WILSON, JOHN	\$81,247.54
WINCHELL, STEPHEN	\$106,076.07
WINDHAM, JESSE	\$70,573.46
WINEY, TAYLOR	\$26,261.28
WIRT, MEGAN	\$72,167.04
WOOD, KRISTINE	\$87,876.07
WOODBURY, REX	\$85,514.83
WOODS, KENA	\$17,282.58
WRIGHT, JONI	\$42,298.93
WYANT, BRANDON	\$1,494.99
WYANT, MATTHEW	\$124,986.47
WYANT, MATTHEW	\$75,493.33
YBARRA, ALLYSON	\$29,383.78
YOST, JEREMY	\$50,545.80

I, Melvyn J Houser, Auditor of Pottawattamie County, verify wages listed have been paid by Pottawattamie County for the 2022 year.



Scheduled Sessions

**Melvyn Houser/County Auditor and Matt
Wyant/Director, Planning and Development**

**Public Hearing and First Consideration of
Ordinance No. 2023-01, and Ordinance to
Adopt a Code of Ordinances for
Pottawattamie County, Iowa; and setting
date for Second Consideration.**

RECORDER'S COVER SHEET

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County
Ordinance #2023-01

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2023-01**

AN ORDINANCE to adopt a Code of Ordinances for Pottawattamie County, Iowa.

WHEREAS, Section 331.302(10.a.), Code of Iowa, requires that the Board of Supervisors shall compile a Code of Ordinances at least once every five years;

WHEREAS, the Board of Supervisors has compiled a Code of Ordinances containing all County Ordinances in effect; and

WHEREAS, the Board of Supervisors has determined that said proposed Code should be adopted as the County Code of Pottawattamie County, Iowa.

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

SECTION 1- ADOPTION OF CODE: That the Ordinances of Pottawattamie County, Iowa, of a general and permanent nature as codified in the volume entitled "Pottawattamie County, Iowa, County Code", as compiled and edited, are ordained as general ordinances and are adopted as and shall constitute the County Code of Pottawattamie County, 2023, to be hereinafter referred to and cited as the "Pottawattamie County, Iowa, County Code (2023)".

SECTION 2 - CODIFICATION OF EXISTING ORDINANCES: That all existing County Ordinances, as amended, shall be codified or adopted as follows:

Ordinance #97-04	OSI Tax Exemption Ordinance
Ordinance #97-05	OSI TIF Ordinance
Ordinance #97-11	Schmitz Tax Exemption Ordinance
Ordinance #97-12	CBEC TIF Ordinance
Ordinance #99-06	Van Horn Tax Exemption Ordinance
Ordinance #99-15	OSI TIF Amendment #1
Ordinance #2000-02	Bent Tree TIF Ordinance
Ordinance #2008-08	Special Valuation of Wind Conversion Property
Ordinance#2017-05	Residency Requirement for Pott. Co. Sheriff' Office
Ordinance#2021-03	Industrial Park Urban Renewal TIF Ordinance
Ordinance#2021-05	Heartland Ridge Subdivision TIF Ordinance
Chapter 1.10	Code of Conduct
Chapter 1.20	Procurement Policy
Chapter 1.30	Accepting and Reporting of Gifts
Chapter 1.40	Local Option Sales and Service Tax
Chapter 1.45	Voting Precincts
Chapter 1.50	Schedule of Fees
Chapter 1.75	Violations and Penalties
Chapter 1.85	Tap-On Recovery Fees
Chapter 1.95	Tax Sale Certificate
Chapter 3.10	Drug Paraphernalia
Chapter 3.15	Civil Emergencies
Chapter 3.20	Conservation Board Lands Rules and Regulations
Chapter 3.30	Motor Vehicles
Chapter 3.40	Discharging Firearms within 1000' of School Property

Chapter 3.50	Animal Control
Chapter 3.55	Sexually Oriented Businesses
Chapter 3.60	High-Risk Sexual Conduct
Chapter 3.80	Disorderly House
Chapter 3.90	Jail Loitering
Chapter 4.10	Veteran’s Assistance Program
Chapter 5C	Requirements for Properly Plugging Abandoned Wells
Chapter 5.05	Sanitary Landfill and Waste Incinerator Siting
Chapter 5.10	Hazardous Substances
Chapter 5.25	Yard Waste Separation
Chapter 5.30	Floodplain Management
Chapter 5.40	Illegal Dumping
Chapter 5.50	Onsite Wastewater Treatment and Disposal Systems
Chapter 5.60	Private Water Wells
Chapter 7.05	Courthouse Parking
Chapter 7.10	Driving on Levees
Chapter 7.20	Road Classifications
Chapter 7.25	Jake Brake
Chapter 7.30	Uniform Rural Address System
Chapter 7.40	Entrance Permits
Chapter 7.50	Winter Parking Restrictions
Chapter 7.60	Secondary Roads Snow & Ice Clearance
Chapter 8	Zoning Ordinance
Chapter 9	Subdivision Ordinance
Chapter 10	Building Code
Chapter 11	Industrial Property Tax Value Added Exemption
Chapter 12	All-Terrain and Off-Road Vehicles

SECTION 3 - 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 4 - REPEAL OF CONFLICTING ORDINANCES: That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5 - EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED _____, 2023.

ROLL CALL VOTE

AYE	NAY	ABSTAIN	ABSENT
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Brian Shea, Chairman

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

Tim Wichman

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Miller				

	<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"/>
Jeff Jorgensen				

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



NOTICE OF P.H. PUBLISHED: January 26, 2023
 PUBLIC HEARING: January 31, 2023
 FIRST CONSIDERATION: January 31, 2023
 SECOND CONSIDERATION: February 7, 2023
 THIRD CONSIDERATION: NA
 SUMMARY OF ORD. PUBLISH: February 16, 2023
 RECORD: February 17, 2023

familiar to the public. When necessary to use technical or legal terms not generally familiar to the public, the narrative description shall include definitions of those terms.

9. The auditor shall promptly record each measure, publish a summary of all ordinances or a complete text of the ordinances and amendments as provided in [section 331.305](#), authenticate all measures except motions with signature and certification as to time and manner of publication, if any, and maintain for public use copies of all effective ordinances and codes. A copy of the complete text of an ordinance or amendment shall also be available for distribution to the public at the office of the county auditor. The auditor's certification is presumptive evidence of the facts stated therein.

10. a. At least once every five years, the board shall compile a code of ordinances containing all of the county ordinances in effect.

(1) If a proposed code of ordinances contains only existing ordinances edited and compiled without change in substance, the board may adopt the code by ordinance.

(2) If a proposed code of ordinances contains a proposed new ordinance or amendment, the board shall hold a public hearing on the proposed code before adoption. The auditor shall publish notice of the hearing as provided in [section 331.305](#). Copies of the proposed code of ordinances shall be available at the auditor's office and the notice shall so state. Within thirty days after the hearing, the board may adopt the proposed code of ordinances which becomes law upon publication of the ordinance adopting it. If the board substantially amends the proposed code of ordinances after a hearing, notice and hearing shall be repeated.

b. Ordinances and amendments which become effective after adoption of a code of ordinances may be compiled as a supplement to the code, and upon adoption of the supplement by resolution, become part of the code of ordinances.

c. An adopted code of ordinances is presumptive evidence of the passage, publication, and content of the ordinances therein as of the date of the auditor's certification of the ordinance adopting the code or supplement.

11. The compensation paid to a newspaper for a publication required by [this section](#) shall not exceed the fee provided in [section 618.11](#). The compensation paid to a newspaper for publication of the complete text of an ordinance shall not exceed three-fourths of the fee provided in [section 618.11](#).

12. The board may adopt the provisions of a statewide or nationally recognized standard code or portions of any such code by an ordinance which identifies the code by subject matter, source, and date, and incorporates the provisions either by reference or by setting them forth in full. The code or portion shall be adopted only after notice and hearing in the manner provided in [subsection 10](#).

13. Immediately after the effective date of a measure establishing a zoning district, building lines, or fire limits, the auditor shall certify the measure and a plat showing the district, lines, or limits, to the recorder. The recorder shall record the measure and plat in the miscellaneous record or other book provided for special records, and shall index the record.

14. A measure voted upon is not invalid because a supervisor has a conflict of interest, unless the vote of the supervisor was decisive to passage of the measure. If a majority or unanimous vote of the board is required by statute, the majority or vote shall be computed on the basis of the number of supervisors not disqualified by reason of conflict of interest. However, a majority of all supervisors is required for a quorum. For the purposes of [this subsection](#), the statement of a supervisor that the supervisor declines to vote by reason of conflict of interest is conclusive and shall be entered of record.

15. A valid measure adopted by a county prior to July 1, 1981, remains valid unless the measure is irreconcilable with a state law.

16. A county shall not provide a civil penalty in excess of seven hundred fifty dollars for the violation of an ordinance which is classified as a county infraction or if the infraction is a repeat offense, a civil penalty not to exceed one thousand dollars for each repeat offense. A county infraction is not punishable by imprisonment.

1. [C31, 35, §5903-c9; C39, §5903.09; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §330.11; S81, §331.302(1); [81 Acts, ch 117, §301](#)]

Paula Hazelwood/CEO, Advance Southwest Corporation and Shalimar Mazetis, Manager, Rural Development, Advance Southwest Iowa Corporation and Niki Ferguson, Manager, Entrepreneurial Development, Advance Southwest Iowa Corporation and Holy Benson Muller, Managing Director, Kitchen Council, Advance Southwest Iowa Corporation

Presentation and brief update from Advance Southwest Iowa Corporation on 2022 Review.

Tom Kallman / Manager, Regional Water

Update on rural water extension to Pioneer Trail.

John Rasmussen / County Engineer

Discussion and/or decision to approve and sign Contract to purchase additional Right of Way, from Iowa Natural Heritage Foundation in the amount of \$199.00.

CONTRACT – PURCHASE AGREEMENT

THIS AGREEMENT Made and entered into this 21st of November, A.D. 20 22.

By and between: IOWA NATURAL HERITAGE FOUNDATION

Address: 505 5th Avenue, Suite 444, Des Moines, Iowa 50309
party of the first part, and the **Board of Supervisors, acting for Pottawattamie County, Iowa**,
party of the second part.

WITNESSETH:

In consideration of **ONE HUNDRED NINETY-NINE and NO/100 DOLLARS (\$199.00)** receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party an easement for use as a public roadway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 25, Township 74 North, Range 43 West

As shown on plans for Project No. L-2022-(Dumfries)(240th)--73-78 - Additional Rights of Way as follows:

See Attached Temporary Easement Exhibit

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 21st day of November, 2022.

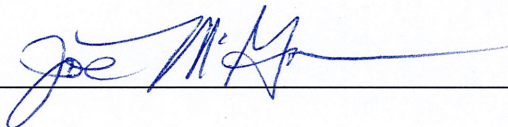
Party of the second part agrees to purchase the above-described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

TEMPORARY EASEMENT FOR CONSTRUCTION:	
Approximately <u>3,518</u> SF at <u>\$0.137741</u> per SF x 10% =	\$ 49.00 ®
ABSTRACT ALLOWANCE:	\$ <u>150.00</u>
TOTAL	\$ 199.00

Should the area taken for roadway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the roadway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

Party of the First Part: IOWA NATURAL HERITAGE FOUNDATION

By: 

Party of the Second Part: POTTAWATTAMIE COUNTY

By: _____, Chairman

RECORDER'S INDEX
PARCEL:
ALIQUOT PART: NE 1/4 NW 1/4
SECTION: 25 / TOWNSHIP: T74N / RANGE: R43W
COUNTY: POTTAWATTAMIE
PROPRIETOR: IOWA NATURAL HERITAGE FDN
REQUESTED BY: POTTAWATTAMIE COUNTY
DATE OF FIELD SURVEY: 6-22-2022

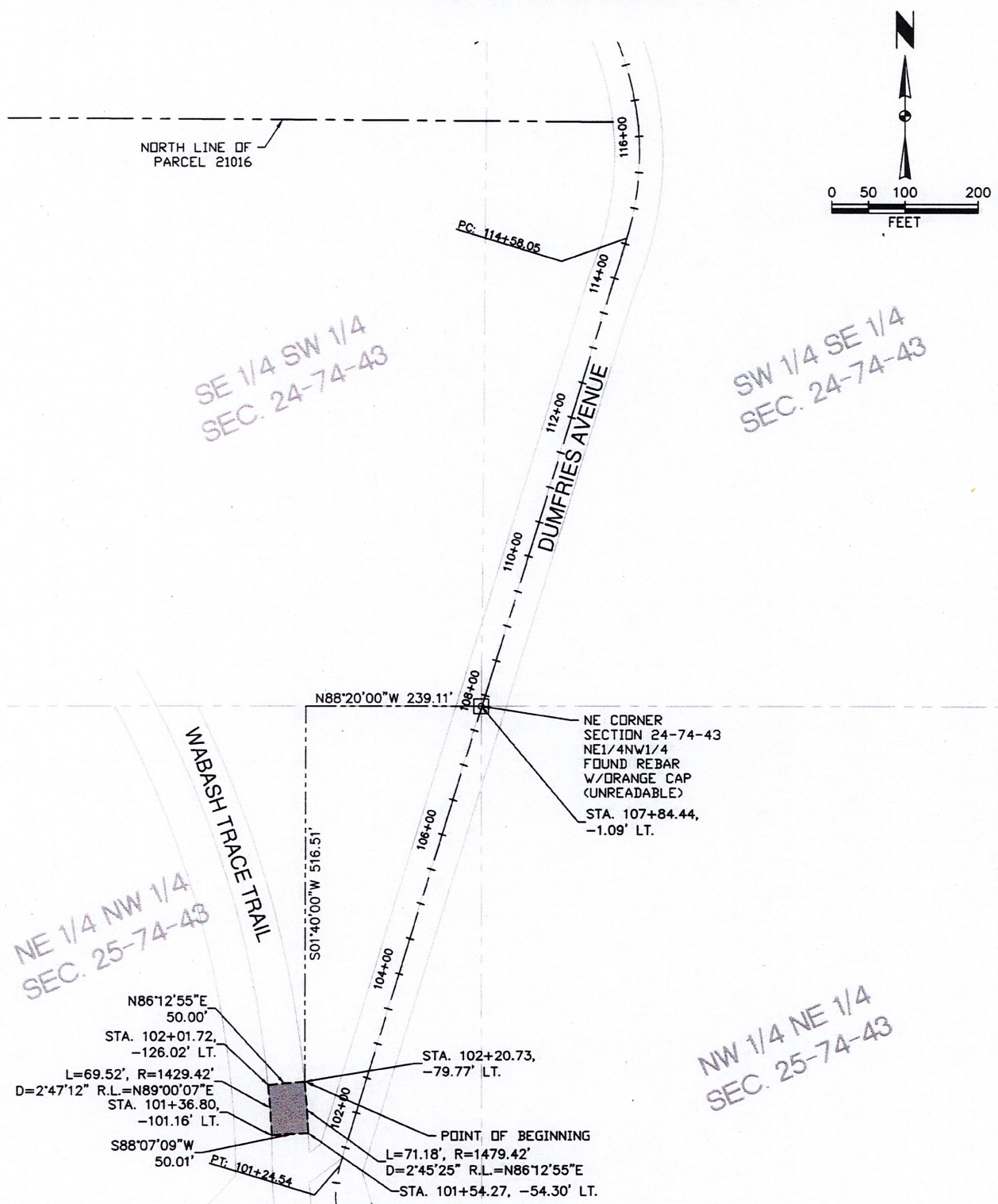
PREPARED BY: DAVID E. FORSYTHE, P.L.S., HGM ASSOCIATES INC., 640 5th AVE., COUNCIL BLUFFS, IOWA 51501 (712)323-0530

PROJECT NO.
L-2022-(DUMFRIES)--73-78
DUMFRIES AVENUE
POTTAWATTAMIE COUNTY, IA

EXHIBIT "A" TEMPORARY EASEMENT

PAGE 1 OF 2
PARCEL NO. 2

ACQUIRED FROM IOWA NATURAL HERITAGE FDN



CONTRACT DATED _____
 CONSIDERATION \$ _____
 RANGE 43 WEST
 TOWNSHIP 74 NORTH
 SECTION 25
 TEMPORARY EASEMENT 3,518 s.f.
 PERMANENT EASEMENT 0 s.f.
 ACQUIRED BY _____

FILENAME: S:\Blue_Team\Projects\111921_DUMFRIES_AVE_AND_240TH_ST\Engineering\Drawings\Survey\111921_PLATS.dwg
 DRAWN BY: jns, SAVE DATE: Aug 4, 2022 8:57 AM, DATE PLOTTED: 9/16/2022 8:09 AM, PLOT SCALE: 1:2

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
	09-16-2022 DATE
	DAVID E. FORSYTHE LICENSE NUMBER <u>25604</u>
	MY LICENSE RENEWAL DATE IS DECEMBER 31, <u>2022</u>
	PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 OF 2 AND SHEET 2 OF 2

POTTAWATTAMIE COUNTY

PROJECT NO.111921-001

DATE DRAWN 08-03-2022 DRAWN BY JNS

PROJECT NO.
L-2022-(DUMFRIES)--73-78
DUMFRIES AVENUE
POTTAWATTAMIE COUNTY, IA

EXHIBIT "A"
TEMPORARY EASEMENT

PAGE 2 OF 2
PARCEL NO. 2

ACQUIRED FROM IOWA NATURAL HERITAGE FDN

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4NW1/4) OF SECTION 25, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4NW1/4);

THENCE ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4NW1/4), NORTH 88 DEGREES 20 MINUTES 00 SECONDS WEST, 239.11 FEET;

THENCE SOUTH 01 DEGREE 40 MINUTES 00 SECONDS WEST, 516.51 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER WABASH RAILROAD (NOW THE WABASH TRACE TRAIL), SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE WESTERLY TO WHICH POINT A RADIAL LINE BEARS NORTH 86 DEGREES 12 MINUTES 55 SECONDS EAST, 1479.42 FEET; SAID POINT BEING AT STATION 102+20.73, 79.77 FEET LEFT, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE AND SOUTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 45 MINUTES 25 SECONDS, 71.18 FEET TO A POINT AT STATION 101+54.27, 54.30 FEET LEFT;

THENCE SOUTH 88 DEGREES 07 MINUTES 09 SECONDS WEST, 50.01 FEET TO A POINT AT STATION 101+36.80, 101.16 FEET LEFT, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE WESTERLY TO WHICH POINT A RADIAL LINE BEARS NORTH 89 DEGREES 00 MINUTES 07 SECONDS EAST, 1429.42 FEET;

THENCE NORTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 47 MINUTES 12 SECONDS, 69.52 FEET TO A POINT AT STATION 102+01.72, 126.02 FEET LEFT;

THENCE NORTH 86 DEGREES 12 MINUTES 55 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS AN AREA OF 3,518 S.F. (0.081 ACRE), MORE OR LESS.

STATION AND OFFSETS ARE BASED ON THE PROPOSED ROADWAY CENTERLINE NOT THE EXISTING PROPERTY LINES AS DEFINED BY A PLAT OF SURVEY RECORDED IN INSTRUMENT 2020-18335 IN THE POTTAWATTAMIE COUNTY RECORDER'S OFFICE.

FILENAME: S:\blue_town\projects\111921 DUMFRIES AVE AND 240TH ST\engineering\dwgs\survey\111921 PLANS.dwg
DRAWN BY: JNS, DATE: Aug 4, 2022 8:57 AM, DATE PLOTTED: 8/15/2022 8:09 AM, PLOT SCALE: 1:1

John Rasmussen / County Engineer

Discussion and/or decision to approve and sign Contract to purchase additional Right of Way, parcel 1A from James R and Monica A Hughes in the amount of \$22,732.00.

CONTRACT – PURCHASE AGREEMENT

THIS AGREEMENT Made and entered into this 12th day of January, A.D. 2023,

By and between: JAMES R. HUGHES and MONICA A. HUGHES, husband and wife

Address: 410 South Locust Street, Glenwood, Iowa 51534

party of the first part, and the **Board of Supervisors, acting for Pottawattamie County, Iowa**, party of the second part.

WITNESSETH:

In consideration of **TWENTY-TWO THOUSAND, SEVEN HUNDRED THIRTY-TWO and NO/100 DOLLARS (\$22,732.00)** receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party an easement for use as a public roadway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

**Sections 24 and 25, Township 74 North, Range 43 West
See Attached Permanent Easement Exhibits**

As shown on plans for Project No. L-2022-(Dumfries)(240th)-73-78 - Additional Rights of Way as follows:

See attached EXHIBIT "A"

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 12th day of January, 2023.

Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

PERMANENT EASEMENT FOR ROADWAY PURPOSES:

Approximately 87,436 SF at \$0.3443526 per SF x 75% = \$ 22,582.00 @

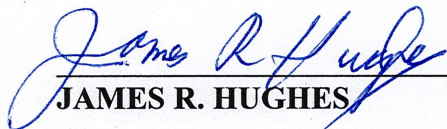
ABSTRACT ALLOWANCE: \$ 150.00

TOTAL \$ 22,732.00

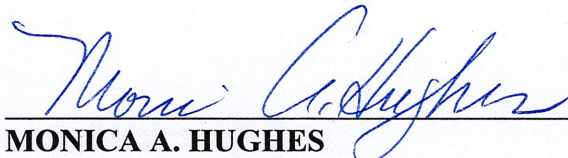
Should the area taken for roadway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the roadway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

Party of the First Part



JAMES R. HUGHES



MONICA A. HUGHES

Party of the Second Part: POTTAWATTAMIE COUNTY

By: _____, Chairman

RECORDER'S INDEX	
PARCEL:	20162 & 20167 & 20171
ALIQUOT PART:	E1/2 SW1/4 & W1/2 SE1/4 (24)
	NE 1/4 NW 1/4 & NW1/4 NE1/4 (25)
SECTION:	24/25 / TOWNSHIP: T74N / RANGE: R43W
COUNTY:	POTTAWATTAMIE
PROPRIETOR:	JAMES R. - MONICA A. HUGHES
REQUESTED BY:	POTTAWATTAMIE COUNTY
DATE OF FIELD SURVEY:	08-03-2022

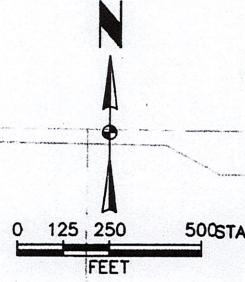
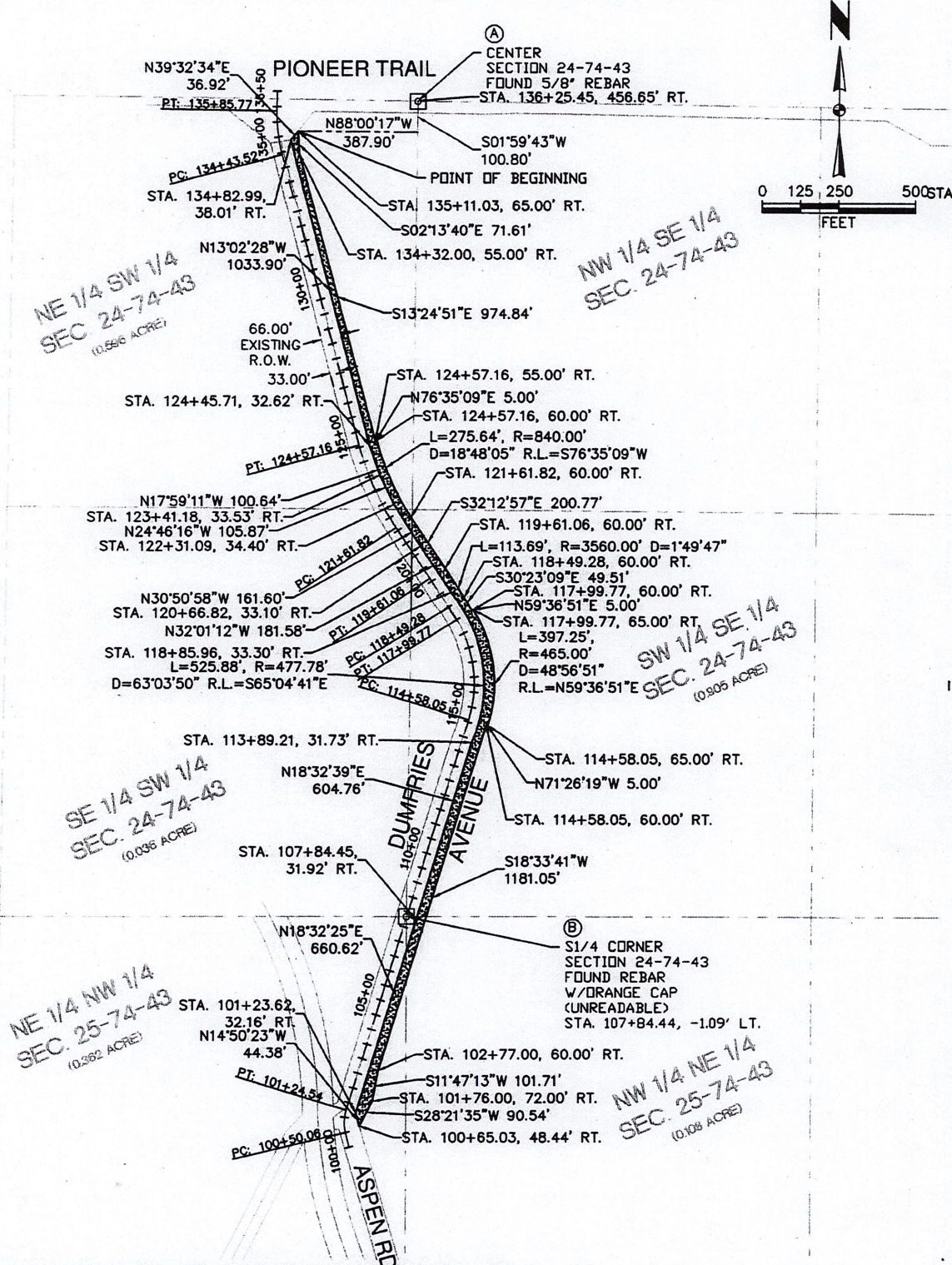
PREPARED BY: DAVID E. FORSYTHE, P.L.S., HGM ASSOCIATES INC., 640 5th AVE., COUNCIL BLUFFS, IOWA 51501 (712)323-0530

PROJECT NO.
L-2022-(DUMFRIES)--73-78
DUMFRIES AVENUE
POTTAWATTAMIE COUNTY, IA

EXHIBIT "A" PERMANENT EASEMENT PLAT

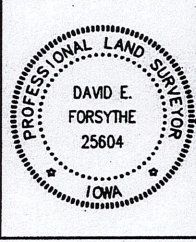
PAGE 1 OF 2
PARCEL NO. 1A

ACQUIRED FROM JAMES R. - MONICA A. HUGHES



CONTRACT DATED _____
CONSIDERATION \$ _____
RANGE 43 WEST
TOWNSHIP 74 NORTH
SECTION 24/25
PERMANENT EASEMENT 87,436 s.f.
TEMPORARY EASEMENT 0 s.f.
ACQUIRED BY _____

FILENAME: S:\Blue_Team\Projects\111921 DUMFRIES AVE AND 240TH ST\Engineering\Drawings\Survey\111921 PLATS.dwg
DRAWN BY: jns, SAVE DATE: Aug 4, 2022 8:57 AM, DATE PLOTTED: 9/16/2022 8:03 AM, PLOT SCALE: 1:2



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

David E. Forsythe
DAVID E. FORSYTHE
LICENSE NUMBER 25604
DATE 09-16-2022
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 1 OF 2 AND SHEET 2 OF 2

SECTION LINE
A - B S 01°59'43" W 2668.38'

POTTAWATTAMIE COUNTY

PROJECT NO. 111921-001

DATE DRAWN 08-03-2022 DRAWN BY JNS

PROJECT NO.
L-2022-(DUMFRIES)---73-78
DUMFRIES AVENUE
POTTAWATTAMIE COUNTY, IA

EXHIBIT "A"
PERMANENT
EASEMENT PLAT

PAGE 2 OF 2
PARCEL NO. 1A

ACQUIRED FROM JAMES R. - MONICA A. HUGHES

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 20162, PARCEL 20167 AND PARCEL 20171 IN THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2 SW1/4), A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4 SE1/4) OF SECTION 24, A PORTION OF PARCEL 20171 IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4), A PORTION OF THE NORTHWEST QUARTER OF THE NORTH EAST QUARTER (NW1/4 NE1/4) OF SECTION 25, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5th PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 24;

THENCE ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 24, SOUTH 01 DEGREE 59 MINUTES 43 SECONDS WEST, 100.80 FEET;

THENCE NORTH 88 DEGREES 00 MINUTES 17 SECONDS WEST, 387.90 FEET TO A POINT AT STATION 135+11.03, 65.00 FEET RIGHT, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 02 DEGREES 13 MINUTES 40 SECONDS EAST, 71.61 FEET TO A POINT AT STATION 134+32.00, 55.00 FEET RIGHT;

THENCE SOUTH 13 DEGREES 24 MINUTES 51 SECONDS EAST, 974.84 FEET TO A POINT AT STATION 124+57.16, 55.00 FEET RIGHT;

THENCE NORTH 76 DEGREES 35 MINUTES 09 SECONDS EAST, 5.00 FEET TO A POINT AT STATION 124+57.16, 60.00 FEET RIGHT, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 76 DEGREES 35 MINUTES 09 SECONDS WEST, 840.00 FEET;

THENCE SOUTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 48 MINUTES 05 SECONDS, 275.64 FEET TO A POINT AT STATION 121+61.82, 60.00 FEET RIGHT;

THENCE SOUTH 32 DEGREES 12 MINUTES 57 SECONDS EAST, 200.77 FEET TO A POINT AT STATION 119+61.06, 60.00 FEET RIGHT, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3560.00 FEET;

THENCE SOUTHEASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREE 49 MINUTES 47 SECONDS, 113.69 FEET TO A POINT AT STATION 118+49.28, 60.00 FEET RIGHT;

THENCE SOUTH 30 DEGREES 23 MINUTES 09 SECONDS EAST, 49.51 FEET TO A POINT AT STATION 117+99.77, 60.00 FEET RIGHT;

THENCE NORTH 59 DEGREES 36 MINUTES 51 SECONDS EAST, 5.00 FEET TO A POINT AT STATION 117+99.77, 65.00 FEET RIGHT, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE WESTERLY TO WHICH POINT A RADIAL LINE BEARS NORTH 59 DEGREES 36 MINUTES 51 SECONDS EAST, 465.00 FEET;

THENCE SOUTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 48 DEGREES 56 MINUTES 51 SECONDS, 397.25 FEET TO A POINT AT STATION 114+58.05, 65.00 FEET RIGHT;

THENCE NORTH 71 DEGREES 26 MINUTES 19 SECONDS WEST, 5.00 FEET TO A POINT AT STATION 114+58.05, 60.00 FEET RIGHT;

THENCE SOUTH 18 DEGREES 33 MINUTES 41 SECONDS WEST, 1181.05 FEET TO A POINT AT STATION 102+77.00, 60.00 FEET RIGHT;

THENCE SOUTH 11 DEGREES 47 MINUTES 13 SECONDS WEST, 101.71 FEET TO A POINT AT STATION 101+76.00, 72.00 FEET RIGHT;

THENCE SOUTH 28 DEGREES 21 MINUTES 35 SECONDS WEST, 90.54 FEET TO A POINT AT STATION 100+65.03, 48.44 FEET RIGHT, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF ASPEN ROAD;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 14 DEGREES 50 MINUTES 23 SECONDS WEST, 44.38 FEET TO A POINT AT STATION 101+23.62, 32.16 FEET RIGHT, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DUMFRIES AVENUE;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 18 DEGREES 32 MINUTES 25 SECONDS EAST, 660.62 FEET TO A POINT AT STATION 107+84.45, 31.92 FEET RIGHT;
- 2) NORTH 18 DEGREES 32 MINUTES 39 SECONDS EAST, 604.76 FEET TO A POINT AT STATION 113+89.21, 31.73 FEET RIGHT, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE WESTERLY TO WHICH POINT A RADIAL LINE BEARS SOUTH 65 DEGREES 04 MINUTES 41 SECONDS EAST, 477.78 FEET;
- 3) NORTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 63 DEGREES 03 MINUTES 50 SECONDS, 525.88 FEET TO A POINT AT STATION 118+85.96, 33.30 FEET RIGHT;
- 4) NORTH 32 DEGREES 01 MINUTE 12 SECONDS WEST, 181.58 FEET TO A POINT AT STATION 120+66.82, 33.10 FEET RIGHT;
- 5) NORTH 30 DEGREES 50 MINUTES 58 SECONDS WEST, 161.60 FEET TO A POINT AT STATION 122+31.09, 34.40 FEET RIGHT;
- 6) NORTH 24 DEGREES 46 MINUTES 16 SECONDS WEST, 105.87 FEET TO A POINT AT STATION 123+41.18, 33.53 FEET RIGHT;
- 7) NORTH 17 DEGREES 59 MINUTES 11 SECONDS WEST, 100.64 FEET TO A POINT AT STATION 124+45.71, 32.62 FEET RIGHT;
- 8) NORTH 13 DEGREES 02 MINUTES 28 SECONDS WEST, 1033.90 FEET TO A POINT AT STATION 134+82.99, 38.01 FEET RIGHT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 39 DEGREES 32 MINUTES 34 SECONDS EAST, 36.92 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 87,436 s.f. (2.007 ACRES), MORE OR LESS.

STATION AND OFFSETS ARE BASED ON THE PROPOSED ROADWAY CENTERLINE NOT THE EXISTING PROPERTY LINES AS DEFINED BY A PLAT OF SURVEY RECORDED IN INSTRUMENT 2020-18335 IN THE POTTAWATTAMIE COUNTY RECORDER'S OFFICE.

POTTAWATTAMIE COUNTY

PROJECT NO. 111921-001

DATE DRAWN 08-03-2022 DRAWN BY JNS

FILENAME: S:\BIBL\2021\PROJECTS\111921\111921 DUMFRIES AVE AND SOUTH 51 ENGINEERING QUAYS SURVEY\111921 PLAT.DWG
DRAWN BY: JNS, SCALE DATE: AUG 03 2022 08:57 AM, DATE PLOTTED: 8/15/2022 08:55 AM, PLOT SCALE: 3/2

John Rasmussen / County Engineer

**Discussion and/or decision to approve
and sign Contract to purchase
additional Right of Way, parcel 1B from
James R and Monica A Hughes in the
amount of \$295.00.**

18

CONTRACT – PURCHASE AGREEMENT

THIS AGREEMENT Made and entered into this 12th day of January, A.D. 2023,

By and between: **JAMES R. HUGHES and MONICA A. HUGHES, husband and wife**

Address: **410 South Locust Street, Glenwood, Iowa 51534**

party of the first part, and the **Board of Supervisors, acting for Pottawattamie County, Iowa**, party of the second part.

WITNESSETH:

In consideration of **TWO HUNDRED NINETY-FIVE and NO/100 DOLLARS (\$295.00)** receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party an easement for use as a public roadway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

In Section 25, Township 74 North, Range 43 West

As shown on plans for Project No. L-2022-(Dumfries)(240th)--73-78 - Additional Rights of Way as follows:

See Attached Permanent Easement Exhibit

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 12th day of January, 2023.

Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

PERMANENT EASEMENT FOR ROADWAY PURPOSES:

Approximately 602 SF at \$0.3213957 per SF x 75% = \$ 145.00 ®

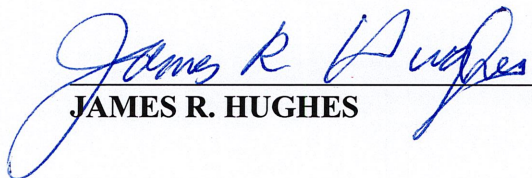
ABSTRACT ALLOWANCE: \$ 150.00

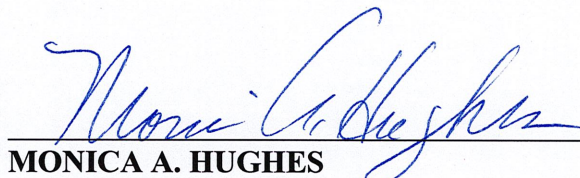
TOTAL \$ 295.00

Should the area taken for roadway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the roadway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

Party of the First Part


JAMES R. HUGHES


MONICA A. HUGHES

Party of the Second Part: POTTAWATTAMIE COUNTY

By: _____, Chairman

RECORDER'S INDEX	
ALIQUOT PART:	NE 1/4 NW 1/4
SECTION:	25 / TOWNSHIP: T74N / RANGE: R43W
COUNTY:	POTTAWATTAMIE
PROPRIETOR:	JAMES R. - MONICA A. HUGHES
REQUESTED BY:	POTTAWATTAMIE COUNTY
DATE OF FIELD SURVEY:	08-03-2022

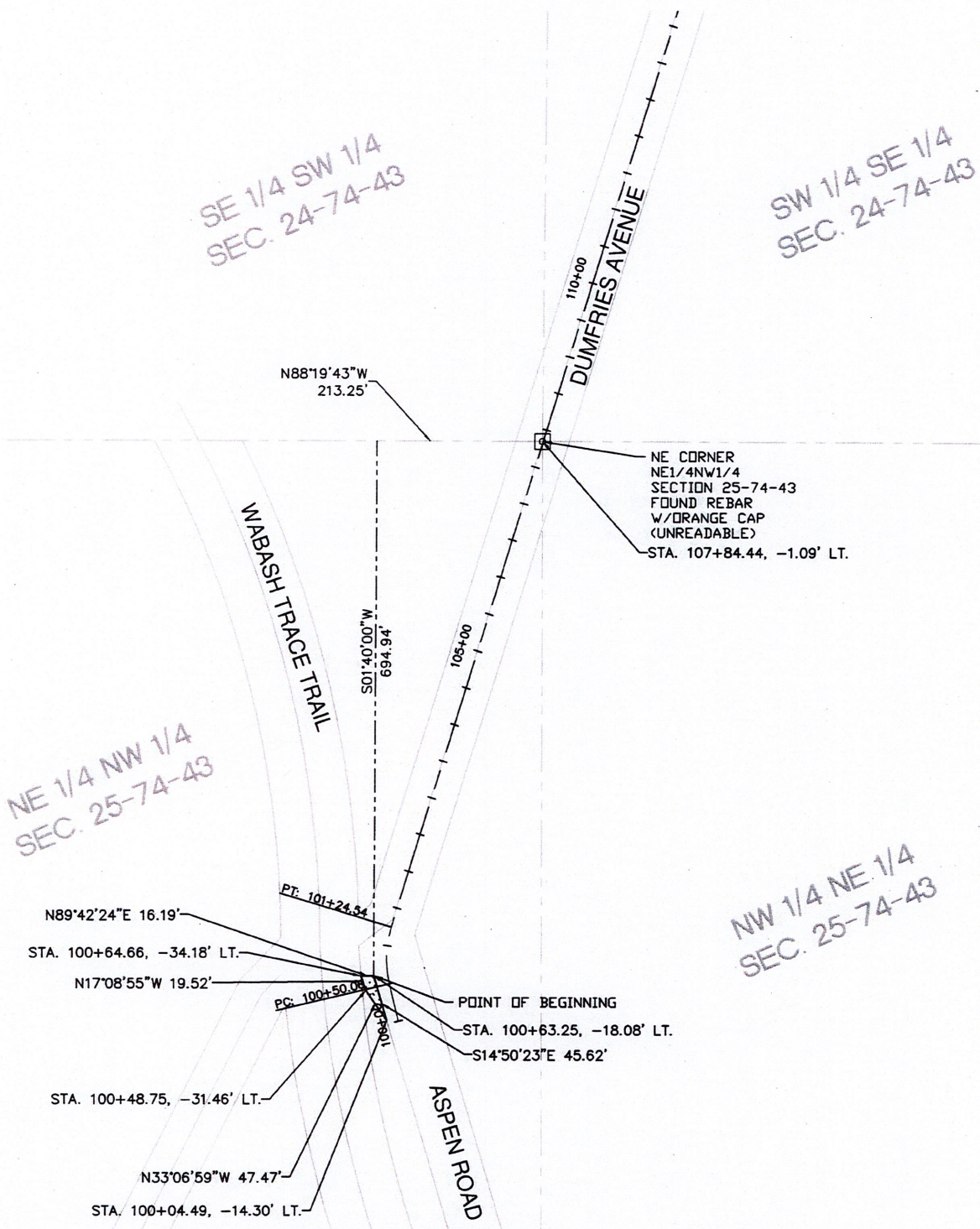
PREPARED BY: DAVID E. FORSYTHE, P.L.S., HGM ASSOCIATES INC., 640 5th AVE., COUNCIL BLUFFS, IOWA 51501 (712)323-0530

PROJECT NO.
L-2022-(DUMFRIES)--73-78
DUMFRIES AVENUE
POTTAWATTAMIE COUNTY, IA

EXHIBIT "A" PERMANENT EASEMENT PLAT

PAGE 1 OF 2
PARCEL NO. 1B

ACQUIRED FROM JAMES R. - MONICA A. HUGHES



SECTION 25 TOWNSHIP 74 NORTH RANGE 43 WEST CONSIDERATION \$ [REDACTED] CONTRACT DATED _____
 PERMANENT EASEMENT 602 s.f. ACQUIRED BY _____
 TEMPORARY EASEMENT 0 s.f.

PROFESSIONAL LAND SURVEYOR

DAVID E.
FORSYTHE
25604

IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

David E. Forsythe

DAVID E. FORSYTHE 09-16-2022
DATE

LICENSE NUMBER 25604

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 1 OF 2 AND SHEET 2 OF 2

POTTAWATTAMIE COUNTY

PROJECT NO.111921-001

DATE DRAWN 08-03-2022 DRAWN BY JNS

FILENAME: S:\Blue_Team\Projects\111921_DUMFRIES AVE AND 240TH ST\Engineering\Draws\Survey\111921_PLATS.dwg
 DRAWN BY: jns. SAVE DATE: Aug 4, 2022 8:57 AM. DATE PLOTTED: 9/16/2022 8:05 AM. PLOT SCALE: 1:2

PROJECT NO.
L-2022-(DUMFRIES)--73-78
DUMFRIES AVENUE
POTTAWATTAMIE COUNTY, IA

EXHIBIT "A"
PERMANENT
EASEMENT PLAT

PAGE 2 OF 2
PARCEL NO. 1B

ACQUIRED FROM JAMES R. - MONICA A. HUGHES

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SECTION 25, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5th PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW 1/4);

THENCE ON THE NORTH LINE OF SAID SECTION 25, NORTH 88 DEGREES 19 MINUTES 43 SECONDS WEST, 213.25 FEET;

THENCE SOUTH 01 DEGREE 40 MINUTES 00 SECONDS WEST, 694.94 FEET TO A POINT AT STATION 100+63.25, 18.08 FEET LEFT, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF ASPEN ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 14 DEGREES 50 MINUTES 23 SECONDS EAST, 45.62 FEET AT STATION 100+04.49, 14.30 FEET LEFT;

THENCE NORTH 33 DEGREES 06 MINUTES 59 SECONDS WEST, 47.47 FEET TO A POINT AT STATION 100+48.75, 31.46 FEET LEFT;

THENCE NORTH 17 DEGREES 08 MINUTES 55 SECONDS WEST, 19.52 FEET TO A POINT AT STATION 100+64.66, 34.18 FEET LEFT, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DUMFRIES AVENUE;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 89 DEGREES 42 MINUTES 24 SECONDS EAST, 16.19 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 602 s.f. (0.014 ACRE), MORE OR LESS.

STATION AND OFFSETS ARE BASED ON THE PROPOSED ROADWAY CENTERLINE NOT THE EXISTING PROPERTY LINES AS DEFINED BY A PLAT OF SURVEY RECORDED IN INSTRUMENT 2020-18335 IN THE POTTAWATTAMIE COUNTY RECORDER'S OFFICE.

FILENAME: S:\2022-18335\PROJECTS\111921 DUMFRIES AVE AND 43RD ST\Engineering\Drawings\Survey\111921 PLATS.dwg
DRAWN BY: JNS, DATE: AUG 8, 2022 8:57 AM, DATE PLOTTED: 9/16/2022 8:06 AM, PLOT SCALE: 1:1

John Rasmussen / County Engineer

Discussion and/or decision to approve and sign Contract to purchase additional Right of Way, parcel 1C from James R and Monica A Hughes in the amount of \$19,447.00.

CONTRACT – PURCHASE AGREEMENT

THIS AGREEMENT Made and entered into this 12th day of January, A.D. 2023,

By and between: JAMES R. HUGHES and MONICA A. HUGHES, husband and wife

Address: 410 South Locust Street, Glenwood, Iowa 51534

party of the first part, and the **Board of Supervisors, acting for Pottawattamie County, Iowa**, party of the second part.

WITNESSETH:

In consideration of **NINETEEN THOUSAND, FOUR HUNDRED FORTY-SEVEN and NO/100 DOLLARS (\$19,447.00)** receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party an easement for use as a public roadway, to the real estate situated in the County of Pottawattamie, State of Iowa, to-wit:

Sections 24 and 25, Township 74 North, Range 43 West

As shown on plans for Project No. L-2022-(Dumfries)(240th)-73-78 - Additional Rights of Way as follows:

See Attached Permanent Easement Exhibits

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth, and first party agrees to convey to second party for the consideration hereinafter named, on or before the 12th day of January, 2023.

Party of the second part agrees to purchase the above described real estate or take easement thereto for road purposes and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

PERMANENT EASEMENT FOR ROADWAY PURPOSES:

Approximately 83,020 SF at \$0.3099173 per SF x 75% = \$ 19,297.00 ®

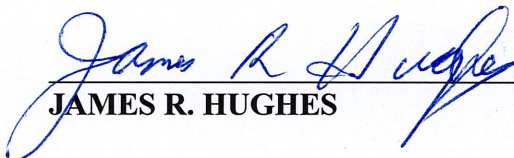
ABSTRACT ALLOWANCE: \$ 150.00

TOTAL \$ 19,447.00

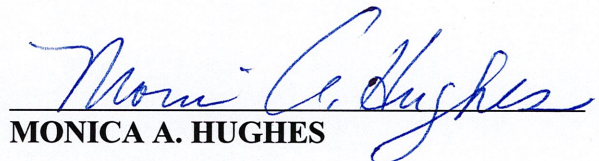
Should the area taken for roadway be more or less than shown above, same is to be paid for at the agreed unit price. Any and all verbal agreements are merged in this written contract. Should the roadway as finally located require none of the real estate described, this contract becomes null and void.

Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

Party of the First Part



JAMES R. HUGHES



MONICA A. HUGHES

Party of the Second Part: POTTAWATTAMIE COUNTY

By: _____, Chairman

RECORDER'S INDEX	
ALIQUOT PART:	E 1/2 SE1/4 (24) & NE1/4 NE 1/4 (25)
SECTION:	24/25 / TOWNSHIP: T74N / RANGE: R43W
COUNTY:	POTTAWATTAMIE
PROPRIETOR:	JAMES R. - MONICA A. HUGHES
REQUESTED BY:	POTTAWATTAMIE COUNTY
DATE OF FIELD SURVEY:	08-03-2022

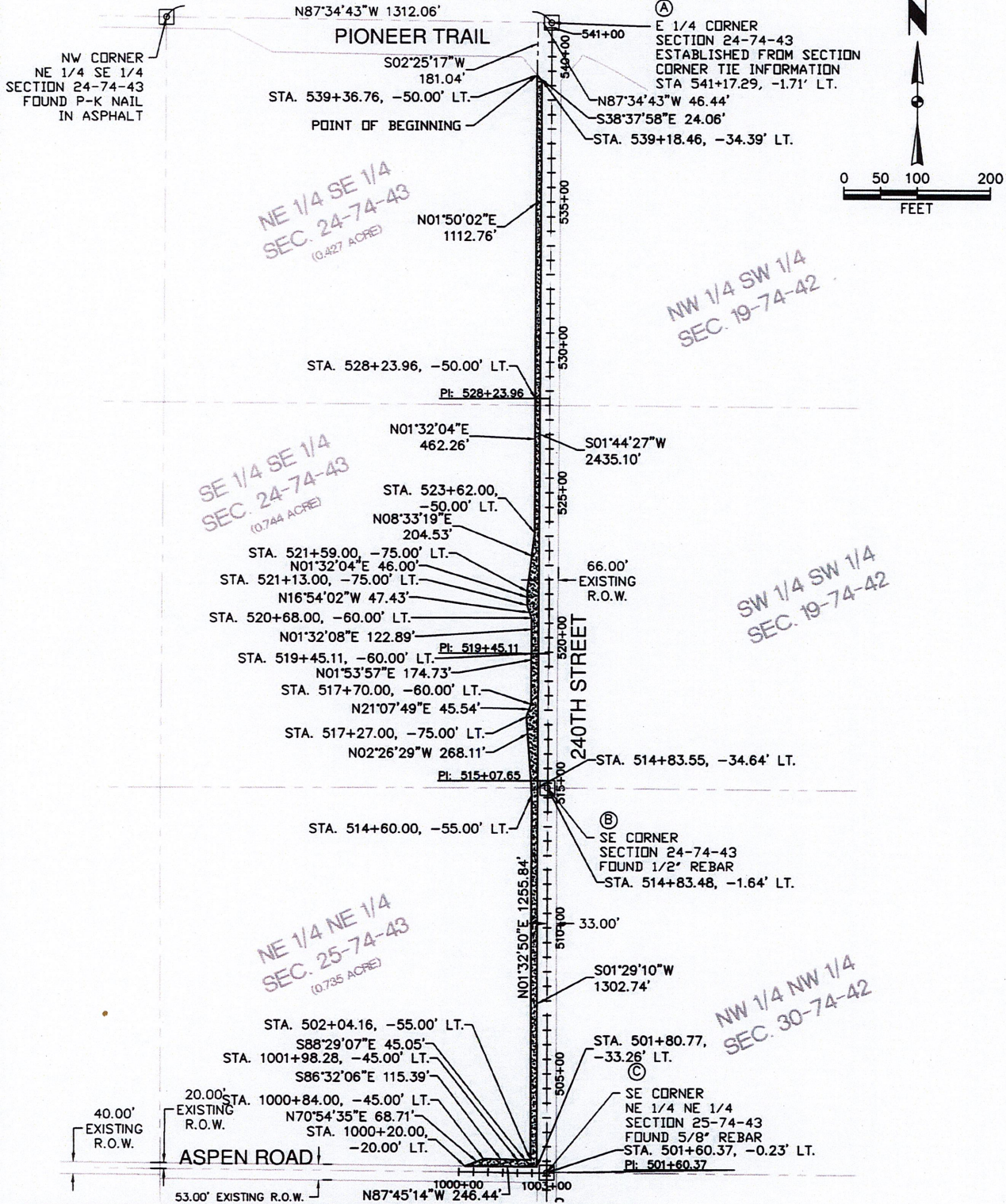
PREPARED BY: DAVID E. FORSYTHE, P.L.S., HGM ASSOCIATES INC., 640 5th AVE., COUNCIL BLUFFS, IOWA 51501 (712)323-0530

PROJECT NO.
L-2022-(240TH)--73-78
240TH STREET
POTTAWATTAMIE COUNTY, IA

EXHIBIT "A" PERMANENT EASEMENT PLAT

PAGE 1 OF 2
PARCEL NO. 1C

ACQUIRED FROM JAMES R. - MONICA A. HUGHES



CONTRACT DATED _____
ACQUIRED BY _____
CONSIDERATION \$ _____
RANGE 43 WEST
TOWNSHIP 74 NORTH
SECTION 24/25
TEMPORARY EASEMENT 0 s.f.
PERMANENT EASEMENT 83,020 s.f.

FILENAME: S:\Blue_Team\Projects\111921_DUMFRIES AVE AND 240TH ST\Engineering\Draws\Survey\111921_PLATS.dwg
DRAWN BY: jns. SAVE DATE: Aug 4, 2022 8:57 AM. DATE PLOTTED: 9/16/2022 8:07 AM. PLOT SCALE: 1:2

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. <i>David E. Forsythe</i> DAVID E. FORSYTHE LICENSE NUMBER <u>25604</u> MY LICENSE RENEWAL DATE IS DECEMBER 31, <u>2022</u> PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 OF 2 AND SHEET 2 OF 2	SECTION LINE (A) - (B) S 01°44'27" W 2633.83' (B) - (C) S 01°29'10" W 1323.11'
	09-16-2022 DATE	

PROJECT NO.
L-2022-(240TH)--73-78
240TH STREET
POTTAWATTAMIE COUNTY, IA

EXHIBIT "A"
PERMANENT
EASEMENT PLAT

PAGE 2 OF 2
PARCEL NO. 1C

ACQUIRED FROM JAMES R. - MONICA A. HUGHES

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2 SE 1/4) OF SECTION 24 AND A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4) OF SECTION 25, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5th PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 24;

THENCE ON THE EAST-WEST CENTERLINE OF SAID SECTION 24, NORTH 87 DEGREES 34 MINUTES 43 SECONDS WEST, 46.44 FEET;

THENCE SOUTH 02 DEGREES 25 MINUTES 17 SECONDS WEST, 181.04 FEET TO A POINT AT STATION 539+36.76, 50.00 FEET LEFT, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF 240TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 38 DEGREES 37 MINUTES 58 SECONDS EAST, 24.06 FEET TO A POINT AT STATION 539+18.46, 34.39 FEET LEFT;
- 2) SOUTH 01 DEGREE 44 MINUTES 27 SECONDS WEST, 2435.10 FEET TO A POINT AT STATION 514+83.55, 34.64 FEET LEFT;
- 3) SOUTH 01 DEGREE 29 MINUTES 10 SECONDS WEST, 1302.74 FEET TO A POINT AT STATION 501+80.77, 33.26 FEET LEFT, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY OF ASPEN ROAD;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 87 DEGREES 45 MINUTES 14 SECONDS WEST, 246.44 FEET TO A POINT AT STATION 1000+20.00, 20.00 FEET LEFT;

THENCE NORTH 70 DEGREES 54 MINUTES 35 SECONDS EAST, 68.71 FEET TO A POINT AT STATION 1000+84.00, 45.00 FEET LEFT;

THENCE SOUTH 86 DEGREES 32 MINUTES 06 SECONDS EAST, 115.39 FEET TO A POINT AT STATION 1001+98.28, 45.00 FEET LEFT;

THENCE SOUTH 88 DEGREES 29 MINUTES 07 SECONDS EAST, 45.05 FEET TO A POINT AT STATION 502+04.16, 55.00 FEET LEFT;

THENCE NORTH 01 DEGREE 32 MINUTES 50 SECONDS EAST, 1255.84 FEET TO A POINT AT STATION 514+60.00, 55.00 FEET LEFT;

THENCE NORTH 02 DEGREES 26 MINUTES 29 SECONDS WEST, 268.11 FEET TO A POINT AT STATION 517+27.00, 75.00 FEET LEFT;

THENCE NORTH 21 DEGREES 07 MINUTES 49 SECONDS EAST, 45.54 FEET TO A POINT AT STATION 517+70.00, 60.00 FEET LEFT;

THENCE NORTH 01 DEGREE 53 MINUTES 57 SECONDS EAST, 174.73 FEET TO A POINT AT STATION 519+45.11, 60.00 FEET LEFT;

THENCE NORTH 01 DEGREE 32 MINUTES 08 SECONDS EAST, 122.89 FEET TO A POINT AT STATION 520+68.00, 60.00 FEET LEFT;

THENCE NORTH 16 DEGREES 54 MINUTES 02 SECONDS WEST, 47.43 FEET TO A POINT AT STATION 521+13.00, 75.00 FEET LEFT;

THENCE NORTH 01 DEGREE 32 MINUTES 04 SECONDS EAST, 46.00 FEET TO A POINT AT STATION 521+59.00, 75.00 FEET LEFT;

THENCE NORTH 08 DEGREES 33 MINUTES 19 SECONDS EAST, 204.53 FEET TO A POINT AT STATION 523+62.00, 50.00 FEET LEFT;

THENCE NORTH 01 DEGREE 32 MINUTES 04 SECONDS EAST, 462.26 FEET TO A POINT AT STATION 528+23.96, 50.00 FEET LEFT;

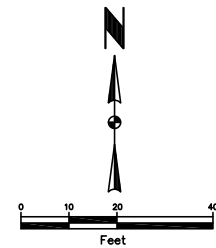
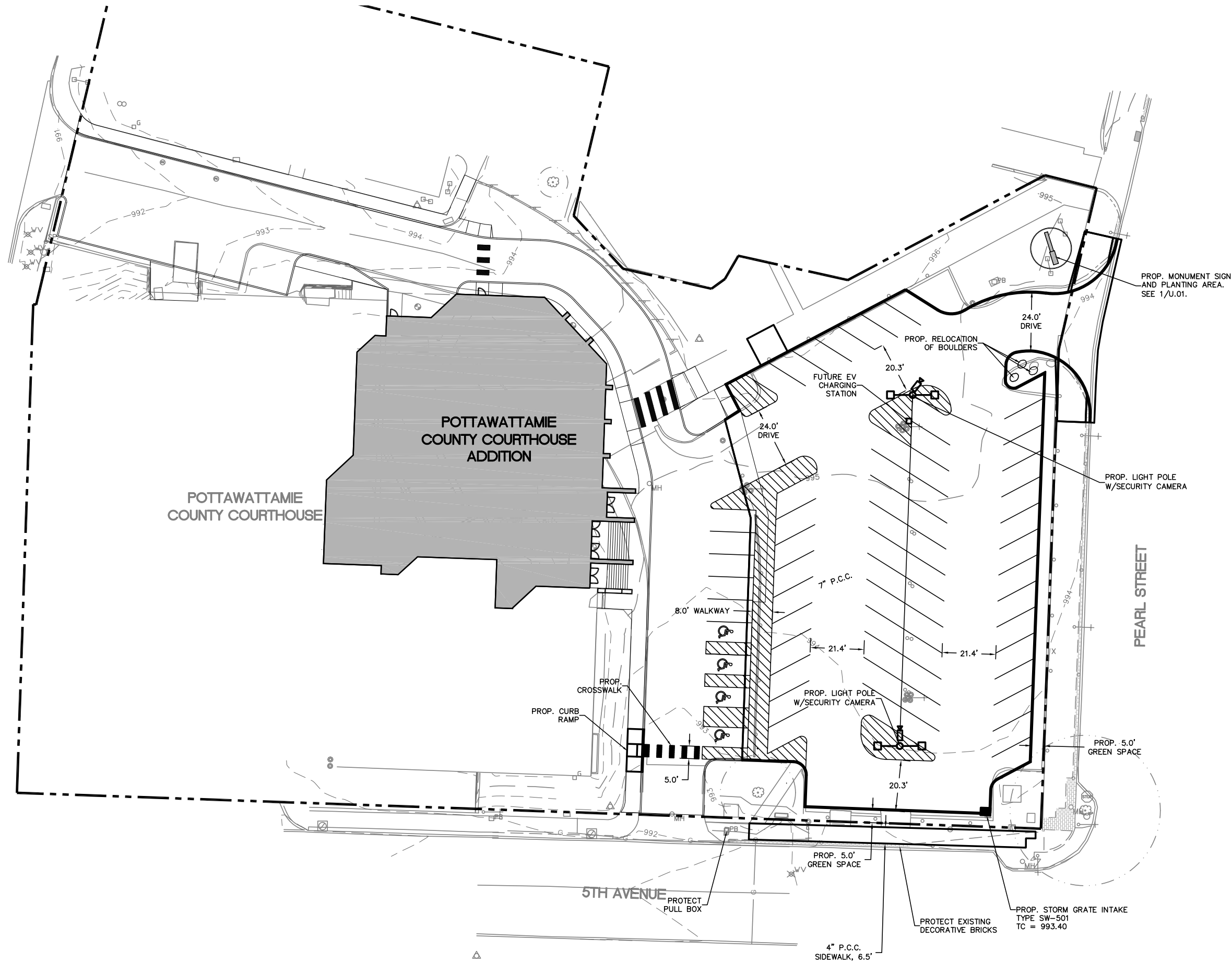
THENCE NORTH 01 DEGREE 50 MINUTES 02 SECONDS EAST, 1112.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 83,020 s.f. (1.906 ACRES), MORE OR LESS.

STATION AND OFFSETS ARE BASED ON THE PROPOSED ROADWAY CENTERLINE NOT THE EXISTING SECTION LINE.

**Jason Slack/Director, Buildings and Grounds
and Zach Wheat/HGM & Associates**

**Discussion and/or decision on moving
forward with Courthouse Parking Lot
Reconstruction plans.**



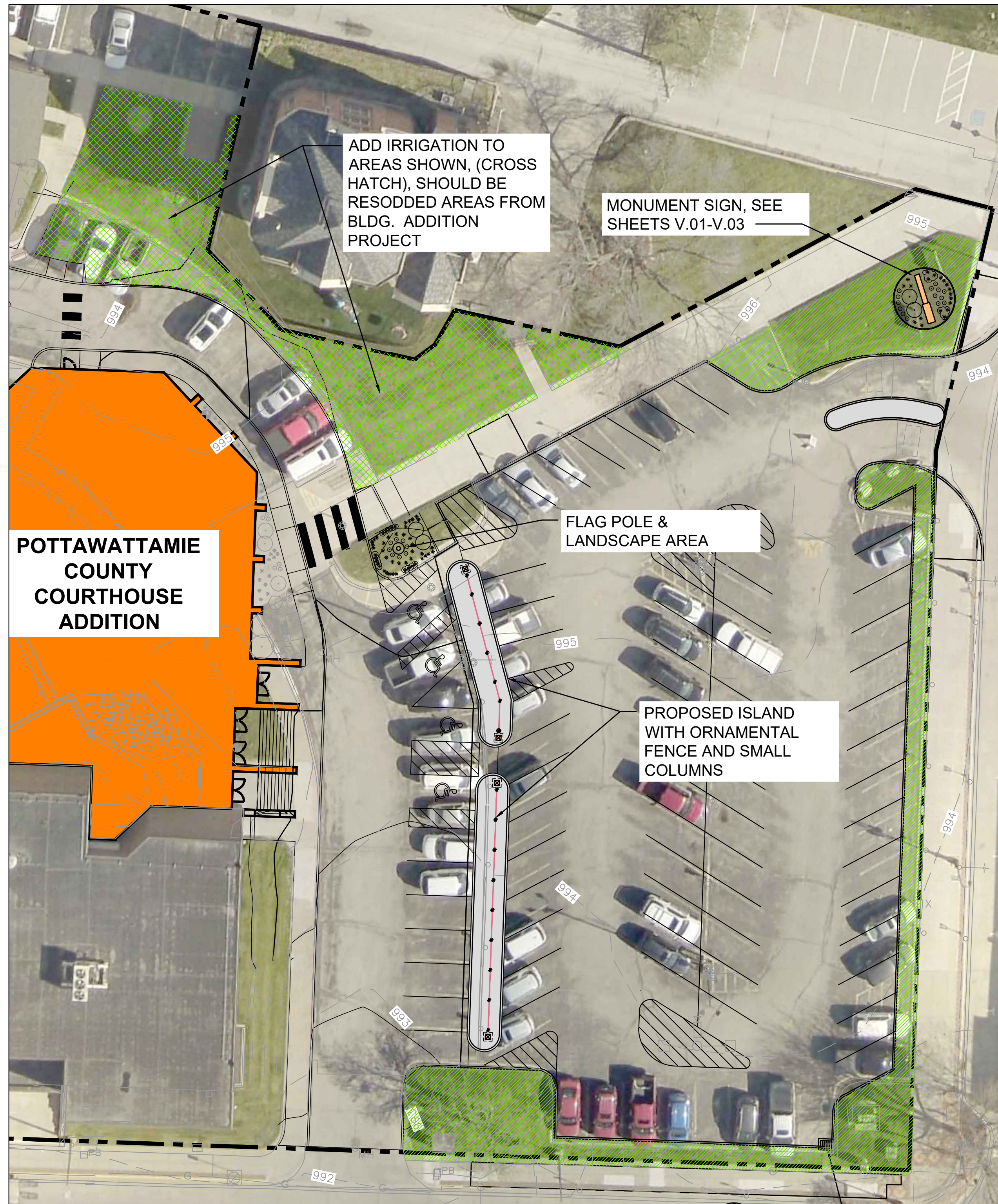
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hgm
ASSOCIATES INC.
640 FIFTH AVENUE COUNCIL BLUFFS, IA
PHONE: 712-323-0530

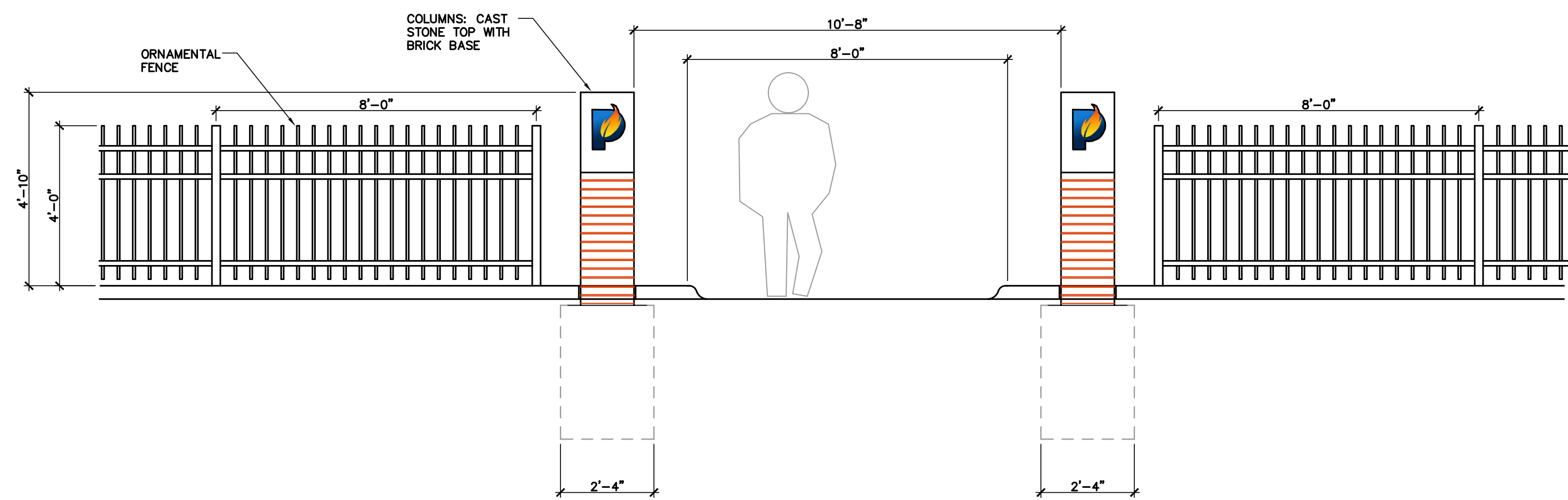
JNS	drawn	date
ZMW	designed	revision
ZMW	approved	date
JAN 23		

project POTTAWATTAMIE COUNTY, IOWA
COURTHOUSE PARKING LOT IMPROVEMENTS
client POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS
sheet **SITE PLAN**

project no. 108222
sheet **D.01**



1 OVERALL SITE PLAN
SCALE: 1" = 20'-0"



2 PROPOSED ORNAMENTAL FENCE & SMALL COLUMNS
NO SCALE

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hgm
A S O C I A T E S I N C.
640 FIFTH AVENUE COUNCIL BLUFFS, IA
PHONE: 712-323-0530

JMM	drawn	date
JMM	designed	date
ZMW	approved	date
OCT '22	date	revision

project POTTAWATTAMIE COUNTY, IOWA
COURTHOUSE PARKING LOT IMPROVEMENTS
client POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS
sheet **ORNA. FENCE + COLUMN LAYOUT**

project no. 108222
sheet **U.01**

**Jason Slack/Director, Buildings and Grounds
and Wyatt Wirges and Shane
Hoss/Engineering Technologies and Adam
Crnkovich/Ray Martin**

**Discussion and/or decision on Courthouse
AHU Replacement Project change order #1.**



5126 F Street
Omaha, NE 68117
Phone/ 402.553.7300 ext. 105
Fax/ 402.556.5015
adam.crnkovich@raymartinco.com
www.raymartinco.com

Proposed Change Order

January 27, 2023

Pottawattamie County Courthouse
227 S 6th Street
Council Bluffs, IA 51501

Project: Pott County Courthouse – AHU Replacement

Jason,

This proposal covers the direct added costs associated with the RFI/response attached.

Gross direct costs associated with the work described above is: **\$15,086**

Less deduct covered by Engineering Technologies, Inc.: **-\$2,085**

Total Net Costs Associated with Change Order: \$13,001

Sincerely,

Ray Martin Company of Omaha

Adam Crnkovich – Project Manager

Signature of Approval: _____

Printed Name: _____



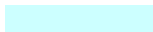
6201 Center St.
 Omaha, NE 68106-2919
 Phone: 402.553.7300
 Fax: 402.556.5015
 raymartinco.com

SUMMARY OF COSTS

Project	Pottawattamie County Courthouse AHU Replacement	Date	:	01/27/23
Description of Work	RMC RFI #1 - N5AH Panel			
Work Requested by	ETI	Project #	:	5302
		ID#	:	
In-House Costs:				
Material(Rough Material)		\$		1,083.80
Material(Plumbing Fixtures & Equipment)		\$		-
Material(HVAC Equipment)		\$		-
Material(Eletrical Equipment)		\$		8,900.00
Sales Tax		0%	\$	-
	Material SUB-TOTAL:		\$	9,983.80
Plumber Labor	0.0 HRS @	\$76.00	\$0.00	
Overtime Labor	0.0 HRS @	\$114.00	\$0.00	
Fitter Labor	0.0 HRS @	\$84.00	\$0.00	
Overtime Labor	0.0 HRS @	\$126.00	\$0.00	
Electrician Labor	35.5 HRS @	\$85.00	\$3,017.50	
Overtime Labor	0.0 HRS @	\$127.50	\$0.00	
Supervision	0.0 HRS @	\$103.50	\$0.00	
	Direct Labor Cost SUB-TOTAL:			\$3,017.50
Equipment Rental		\$		-
Plumbing Permits		\$		-
HVAC Permits		\$		-
Shop Burden		\$		-
Engineering/AutoCAD		\$		-
Indirect Costs		\$		-
	In-House SUB-TOTAL:		\$	13,001.30
		15.0% Overhead & Profit :	\$	1,950.20
IN-HOUSE TOTAL COST			\$	14,951.50
Sub-Contracts:				
Sheetmetal		\$		-
Insulation		\$		-
Temperature Control		\$		-
Utilities		\$		-
Rigging		\$		-
Test & Balance		\$		-
	Sub-contract SUB-TOTAL:		\$	-
		5.0% Overhead & Profit :	\$	-
SUB-CONTRACT TOTAL COST			\$	-
	TOTAL PROJECT COST:		\$	14,951.50
		0.0% Profit	\$	-
	SUB-TOTAL:		\$	14,951.50
		0.9% Bond :	\$	134.56
		0.0% Insurance	\$	-
TOTAL			\$	15,086

Completion of this work will require
 This Proposal will remain valid for

4 days.
 30 days.



Request for Information

RFI #:

Date: 11-7-22

To: Engineer

Project: Pottawattamie County courthouse AHU replacement

Subject: Panel N5AH

Specification Section: 262416

Sheet Number: E2.0

Request: During the shutdown and removal of panels P2 and MCC-2, RMC electricians discovered six loads that will need to be refeed. These loads were traced out and confirmed that the equipment is still in use. They are as follows;

Return fan for AHU #2 – 20a 3-pole feeding VFD

Exhaust fan #10/ 5th fl.mech rm. -15A 3-pole feeding disconnect, they don't seem to have control of this fan.

Transformer L-5 – 100A 3-pole feeding disconnect, 5th floor lighting panel

Transformer L-11 – 50A 3-pole feeding disconnect, 4th floor lighting panel

Transformer L-13 – 100A 3-pole feeding disconnect, 3rd floor lighting panel

Duct reheat 4D – 40A 3-pole feeding disconnect on heater for a courtroom

Please see the following page for information on the I-line panel that was provided. This is a 42-space panel as shown in the construction documents and the approved submittal. This panel currently has 11, 3-phase loads planned to come out of it. It only has space for a total of 14, 3-phase loads. The panel that we are currently temp feeding the transformers out of seems to have enough space to handle the 3 transformer loads. Leaving enough room for the 2 fans and duct reheat in panel N5AHA. Please advise.

Response requested by: ASAP

Thank you,

Philip M Butkus
Ray Martin Company

Provide proposed costs for the 2 options below:

1. Provide permanent feeders to maintain connections as temporarily connected.

2. Add branch circuit panel adjacent to Panel NGAHA. See revised panel schedules below.

DISTRIBUTION PANEL SCHEDULE

PANEL N5AHA		VOLTAGE	PHASE	35 KAIC RMS			800A MAIN LUGS						
EST. MAX DEMAND 327 KVA		277 / 480V	3Ø	4 WIRE, SOLID NEUTRAL			SERVES -						
CKT. NO.	SERVES	LOAD (KVA)	BREAKER			CONDUCTORS			GND		CONDUIT		REMARKS
			SIZE	POLE	TYPE	NO.	SIZE	TYPE	SIZE	NO.	SIZE		
1	AS-8	17	30	3	-								-
2	AS-7	32	30	3	-								-
3	PANEL N5AHB	32	100	3	-								WAS AS-7 RF
4	AS-3	17	20	3	-								-
5	AS-3	29	50	3	-								-
6	AS-5	17	20	3	-								-
7	AS-5	46	70	3	-								-
8	AS-6	17	30	3	-								-
9	DUCT HEATER 4D	25	40	3	-								WAS F-9
10	XFMR L-11	23	50	3	-								WAS FCU-1
11	XFMR L-5	38	100	3	-								WAS HRCP-1
12	XFMR L-13	38	100	3	-								WAS HREP-1
13	-				-								-
14	-				-								-
15	-				-								-

NOTES:	1.
--------	----

PANEL SCHEDULE

PANEL N5AHB		VOLTAGE	PHASE	35 KAIC RMS			225 A		MAIN LUGS					
		277 / 480V	3Ø	4 WIRE, SOLID NEUTRAL					SURFACE MOUNTED					
LOAD DESCRIPTION	LOAD		BREAKER			NO.	PHASE	NO.	BREAKER			LOAD		LOAD DESCRIPTION
	VA	TYPE	POLES	AMPS	TYPE				TYPE	AMPS	POLES	TYPE	VA	
EF-10	1,500	M	3	15	-	1	A	2	-	15	3	M	360	HRCP-1
-	1,500	M	-	-	-	3	B	4	-	-	-	M	360	-
-	1,500	M	-	-	-	5	C	6	-	-	-	M	360	-
F-2	750	M	3	15	-	7	A	8	-	15	3	M	360	HREP-1
-	750	M	-	-	-	9	B	10	-	-	-	M	360	-
-	750	M	-	-	-	11	C	12	-	-	-	M	360	-
F-9	533	M	3	15	-	13	A	14	-	20	3	M	1,200	RF-2
-	533	M	-	-	-	15	B	16	-	-	-	M	1,200	-
-	533	M	-	-	-	17	C	18	-	-	-	M	1,200	-
FCU-1	1,500	M	3	15	-	19	A	20	-	15	3	M	1,884	AS-7
-	1,500	M	-	-	-	21	B	22	-	-	-	M	1,884	-
-	1,500	M	-	-	-	23	C	24	-	-	-	M	1,884	-
SPARE	2,000	S	1	20	-	25	A	26	-	20	1	-	-	SPACE PROVISION
SPARE	2,000	S	1	20	-	27	B	28	-	20	1	-	-	SPACE PROVISION
SPARE	2,000	S	1	20	-	29	C	30	-	20	1	-	-	SPACE PROVISION
SPARE	2,000	S	1	20	-	31	A	32	-	20	1	-	-	SPACE PROVISION
SPARE	2,000	S	1	20	-	33	B	34	-	20	1	-	-	SPACE PROVISION
SPARE	2,000	S	1	20	-	35	C	36	-	20	1	-	-	SPACE PROVISION
SPARE	2,000	S	1	20	-	37	A	38	-	20	1	-	-	SPACE PROVISION
SPARE	2,000	S	1	20	-	39	B	40	-	20	1	-	-	SPACE PROVISION
SPARE	2,000	S	1	20	-	41	C	42	-	20	1	-	-	SPACE PROVISION

LOAD INFORMATION				A = AFCI; G = GFCI; A/G = AFCI/GFCI; ST = SHUNT TRIP; LN = LOCK-ON; LF = LOCK-OFF			
	KVA	AMPS		NOTES:			
TOTAL CONNECTED LOAD	42	51		1.			
EST. MAX DEMAND	32	38					



5126 F Street
 Omaha, NE 68117-2806
 Phone: **402.553.7300**
 Fax: **402.556.5015**
raymartinco.com

PROPOSAL

To: Pott. County courthouse	Date: 1/13/2023 Project: Pott. Co. courthouse AHU
--	--

RMC Proposes to:
 Provide option #2 response to RFI #2
 Provide BOM on following page
 Provide and install panel n5ahaB complete
 Provide and install 5 additional breakers in panel n5ahaA and wire complete

Exclusions:
 Patching or painting of any surface. Any saw cutting, core drilling, removal, replacement or new pouring of concrete or like surface.
 Any HVAC, security, access control, voice & data, or other low voltage systems wiring or devices unless listed above.
 Any scope of work not listed above
 Any housekeeping pads, bollards, pads, or other concrete work not listed above.
 Dumpsters or hauling of trash or dirt spoils from job site.
 Any overtime or afterhours work
 Power company fees
 Dumpsters or hauling of trash or dirt spoils from job site.
 Anything other than what is listed above

In accordance with the above Scope of Work, our price is All fixtures, switchgear, panels, and materials are subject to cost increases after 15 days.	\$ 14,951 Add \$0 If Performance bond is needed. Sales tax included
---	--

Our proposal includes RMC's standard Terms and Conditions.
 All work will be performed during **NORMAL** working hours of 7:00am - 4:30pm. ***Unless specified.***
 Any ***deviation*** to the above Scope of work or schedule will cause an ***adjustment*** to the above stated amount.
 We will require 2-3 days to mobilize ***AFTER receiving signed acceptance of proposal or Purchase Order***
 This proposal is subject to acceptance within ***30 days*** from submitted date.
 For information or questions regarding this proposal, please contact Philip Butkus@[\(402\)812-8432](mailto:(402)812-8432)

Submitted by: Philip M. Butkus philip.butkus@raymartinco.com	Date: 1/13/2023	Accepted by: _____	Date: _____
Signature: <u>Philip M Butkus</u> cell 402-812-8432	FAX (402) 553-1415	Signature: _____	
Purchase Order Number (If Required) _____			

ITEM	Labor Hours	Phase	Material
TAXED ITEMS			
Lighting	0	941	\$ -
Devices	0	904	\$ -
Conduit	3.6	904	\$ 147.00
Wire	1.9	904	\$ 436.80
Fire Alarm	0	904	\$ -
Equipment Conn.	0	904	\$ -
Panels & Switches	20	942	\$ 8,900.00
Data	0	904	\$ -
Residential	0	904	\$ -
Hardware & Misc	10	904	\$ 500.00
Total----->			\$ 9,983.80
SUBS			
	0		\$ -
Data	0	698	\$ -
Fire Alarm	0	694	\$ -
Total----->			\$ -
NON TAXED ITEMS			
Permit	0	720	\$ -
Lift	0	775	\$ -
Freight Expense	0	710	\$ -
Plywood	0	770	\$ -
OPPD Charges	0	720	\$ -
Trailer Storage	0	780	\$ -
Tool Expense	0	730	\$ -
Truck Rental	0	775	\$ -
Temporary	0	771	\$ -
	0		\$ -
	0		\$ -
	0		\$ -
Total----->	400	35.5	\$ -

CHANGE ORDER USE ONLY				
Job Name		Customer		
Job #----->		CO#----->		Date-----> 1/13/2023
Description				
Labor----->	35.5	HRS @	\$ 85.00	3017.44
Overtime Labor----->	0	HRS @	127.50	0
Labor SUB-TOTAL----->				3017.44
Material----->	\$ 9,983.80	Sales Tax	0.00%	\$ -
		% Markup	0.00%	\$ -
Subs----->	\$ -	% Markup	0.00%	\$ -
Misc----->	\$ -	% Markup	0.00%	\$ -
Material & Other Costs SUB-TOTAL----->				\$ 9,983.80
SUB-TOTAL----->				\$ 13,001.24
% Markup		15.00%	\$ 1,950.19	
Bond		0.00%	\$ -	
TOTAL----->				\$ 14,951

Seq #	Qty	Product Description
1	1	<p>Designation : N5AHB</p> <p>Product Details:</p> <p>1 - NF ML Panel (INTERIOR)-NF Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 35kA Fully Rated Main Lug Only: 225A Incoming Conductors: 1 - #6 - 350 kcmil AL Ground Bar Bus: 250A Rated Aluminum: Tin Plated 42 Circuit Interior Type 1,Box: 44H x 20W x 5.75D Incoming: Bottom Trim: Surface with Door Box Cat No: MH44BE Front Cat No: NC44S Ref. Drawing: PBA550 Feeders: 1 - 20A/3P EGB 7 - 15A/3P EGB 9 - 20A/1P EGB 9 - 20A/1P EGB Prepared Space Optional Features: Standard Panel (Box Ahead),Blank Endwalls,Standard Solid Neutral,Standard Ground Bar Branch User Placement 1 - MH44BE-PANELBOARD ENCLOSURE/BOX TYPE 1 44H 20W</p> <p>1 - NC44S-PANELBOARD COVER/TRIM NF TYPE 1 S 44H</p>

Estimated days to ship, excluding transit: 44 working days after customer release to manufacturer. See Conditions of Sale.

Seq #	Qty	Product Description
2	3	<p>Designation : N5AHA</p> <p>Product Details: EGB34100-MINIATURE CIRCUIT BREAKER 480Y/277V 100A</p>

Seq #	Qty	Product Description
3	1	<p>Designation : N5AHA</p> <p>Product Details: EGB34050-MINIATURE CIRCUIT BREAKER 480Y/277V 50A</p>

Seq #	Qty	Product Description
4	1	<p>Designation : N5AHA</p> <p>Product Details: EGB34040-MINIATURE CIRCUIT BREAKER 480Y/277V 40A</p>

**Jason Slack/Director, Buildings and Grounds
and Wyatt Wirges and Shane
Hoss/Engineering Technologies and Adam
Crnkovich/Ray Martin**

**Discussion and/or decision on Courthouse
AHU Replacement Project change order #2.**



5126 F Street
Omaha, NE 68117
Phone/ 402.553.7300 ext. 105
Fax/ 402.556.5015
adam.crnkovich@raymartinco.com
www.raymartinco.com

Proposed Change Order

January 27, 2023

Pottawattamie County Courthouse
227 S 6th Street
Council Bluffs, IA 51501

Project: Pott County Courthouse – AHU Replacement

Jason,

This proposal covers the direct costs associated with removing/re-routing of MEP systems to allow for AS-3/5 to be installed as found from actual field measurements/verification with the existing space.

- Fire Sprinkler Piping/Heads
- Control Wiring/Conduit
- Control Panel/Enclosure

Total direct costs associated with the work described above is: **\$8,534**

Sincerely,

Ray Martin Company of Omaha

Adam Crnkovich – Project Manager

Signature of Approval: _____

Printed Name: _____



6201 Center St.
 Omaha, NE 68106-2919
 Phone: 402.553.7300
 Fax: 402.556.5015
 raymartinco.com

SUMMARY OF COSTS

Project : Pottawattamie County Courthouse AHU Replacement Date : 01/27/23
 Description of Work : Rework of Controls Wiring/Control Panel & Fire Sprinkler Pipe in Conflict with AS-3/associated Ductwork
 Work Requested by : ETI / Owner Project # : 5302 ID#

In-House Costs:

Material(Rough Material)	\$	-
Material(Plumbing Fixtures & Equipment)	\$	-
Material(HVAC Equipment)	\$	-
Material(Eletrical Equipment)	\$	-
Sales Tax	0%	\$ -

Material SUB-TOTAL: \$ -

Plumber Labor	0.0	HRS @	\$76.00	\$0.00
Overtime Labor	0.0	HRS @	\$114.00	\$0.00
Fitter Labor	0.0	HRS @	\$84.00	\$0.00
Overtime Labor	0.0	HRS @	\$126.00	\$0.00
Electrician Labor	0.0	HRS @	\$85.00	\$0.00
Overtime Labor	0.0	HRS @	\$127.50	\$0.00
Supervision	1.5	HRS @	\$103.50	\$155.25

Direct Labor Cost SUB-TOTAL: \$155.25

Equipment Rental	\$	-
Plumbing Permits	\$	-
HVAC Permits	\$	-
Shop Burden	\$	-
Engineering/AutoCAD	\$	-
Indirect Costs	\$	-

In-House SUB-TOTAL: \$155.25

15.0% Overhead & Profit : \$ 23.29

IN-HOUSE TOTAL COST → \$178.54

Sub-Contracts:

Sheetmetal	\$	-
Insulation	\$	-
Temperature Control	ECI	\$ 5,200.00
Utilities	Mahoney Fire	\$ 2,685.00
Rigging	\$	-
Test & Balance	\$	-

Sub-contract SUB-TOTAL: \$7,885.00

5.0% Overhead & Profit : \$ 394.25

SUB-CONTRACT TOTAL COST → \$8,279.25

TOTAL PROJECT COST: \$8,457.79

0.0% Profit \$ -

SUB-TOTAL: \$8,457.79

0.9% Bond : \$ 76.12

0.0% Insurance \$ -

TOTAL → \$8,534

Completion of this work will require 0 days.
 This Proposal will remain valid for 30 days.



Mahoney Fire Sprinkler, Inc.

11115 'O' Street
Omaha, NE 68137
402-553-1221

Invoice

Date	Invoice #
1/23/2023	S22-376C

Bill To	Location
Ray Martin Company Attn: Accounts Payable 5126 F Street Omaha, NE 68117	Pottawattamie County Courthouse 227 S. 6th Street Council Bluffs, IA 51501

P.O. Number	Terms	Rep	Work Performed	Customer Phone #	Project
5302	Net 30	RJM	1/18/2023	402-553-7300	S22-376 Pottawattamie County C...

Qty.	Item Code	Description	Price Each	Amount
20	Labor - Service	Labor; reworked fire sprinklers on the 5th floor for air handling replacement project	100.00	2,000.00
1	Material - Service	Material	620.00	620.00
1	Service Truck	Service Truck Fee	65.00	65.00

Please remit to above address.

If you have any questions about this invoice, or if you would like to pay with a credit card, please call our office.
Thank you!

Total \$2,685.00

Proudly Serving the Midwest Region for Over 20 Years!



Engineered Controls
 9321 G Court
 Omaha, NE 68127
 Phone: (402) 339-1300
 Fax: (402) 339-1311

Date: **January 20, 2023**
 To: Adam Crnkovich / Ray Martin Co.
 From: Dan Bartlett / Engineered Controls, Inc.
 Project: Pottawattamie County Courthouse – AHU Replacement
 Council Bluffs, Iowa

<p>Proposal Q22-189-01 Plans by: eti Per FO request Received: January 19, 2023</p>

We are pleased to submit for your consideration our control system modifications for the above referenced project.

Our price for this scope modification work is **\$5,200.00** and is based on the following scope:

1. To demo/relocate existing control wiring & associated raceway for installation of new AHUs & associated ductwork in the 5th floor mechanical room. Includes extending and/or replacing and re-terminating the existing control wiring.
2. To demo/relocate existing control panel, serving AS-5, & associated raceway for installation of new equipment. Includes extending and/or replacing and re-terminating the existing control wiring.
3. Includes all project management, hardware engineering, installation labor, conduit & wire, software programming, check-out, system validation, all pertinent updates the BAS user interface, customer training, and one year of standard system maintenance & warranty for new components.

The following items are **NOT** included in our above Base Price:

1. Furnishing or installing any smoke detectors, smoke or fire/smoke dampers or wiring to them (extg or by EC).
2. Any line-voltage power wiring for any HVAC equipment (by EC).
3. Magnetic starters/disconnects/contactors for any HVAC equipment.
4. Providing any controls, installation or BAS integration thereof for any temporary heating/cooling equipment, if required.
5. Providing any VFDs for any new HVAC equipment (Integral to equipment, or by MC).
6. Repairing or replacing any existing control components. Damaged or malfunctioning components can be replaced at an additional cost to the customer, up on review and approval.
7. Material Sales Tax.
8. Any afterhours, overtime or Davis-Bacon labor wages.

ESTIMATE SUMMARY

Estimate 22-0189

100 Material				
106	Construction Material - Conduit, Wire, Misc.	\$854.30	88.32%	\$854.30
190	Other Vendor	\$113.00	11.68%	\$113.00
100	Material			\$967.30
200 Field Labor				
305	Journeyman Electrician	48.1 hrs	\$65.00/hrs	\$3,126.50
200	Field Labor	48.1 hrs		\$3,126.50
300 MTC				
705	Project Manager	4 hrs	\$75.00/hrs	\$300.00
300	MTC	4 hrs		\$300.00

Summary

Material		\$967.30	22.02 %
Field Labor	48.10 hrs	\$3,126.50	71.16 %
MTC	4.00 hrs	\$300.00	6.83 %
Subcontractor-FTM	0.00 hrs	\$0.00	0.00 %
Security	0.00 hrs	\$0.00	0.00 %
Sub Total Cost	52.1 hrs	\$4,393.80	
Delivery Charges	0%	\$0.00	
Tax	7.5%	\$72.55	
Proficiency	0%	\$0.00	
Risk	0%	\$0.00	
Overhead - Adjustable	5%	\$219.69	
Freight	4.25%	\$41.11	
Warranty	0%	\$0.00	
Travel Cost	\$0	\$0.00	
Total Additional Cost		\$333.35	
Sub Total		\$4,727.15	
Selling Price (SP) - Profit		Mu = 10 %	\$472.71
Selling Price (SP)		\$5,200.00	

MATERIAL LIST

	Qty	Part No.	Description
Re-route existing DDC conduit			
Const. Material			
	60	EMT 3/4", OAE	EMT 3/4", OPEN AREA EXPOSED, Priced per foot
	6	RIGID, STEEL 3/4", ERE	Stainless STEEL 3/4", EQUIP RM EXPOSED
	4	J-Box, 4-square	
	5	Terminal Blocks (Qty 5)	5 Terminal blocks, DIN RAIL mount
	1000	WIRE #18	#18 WIRE IN CARRIER
	2	Pull Box/Gutter	2
	1	Terminal Ends (Qty 2)	2 Terminal Ends, DIN RAIL mount
PM			
	1	Single, Electric, 12', Daily	PERSONNEL, LIFT, 12' DRIVABLE, ELEC
Relocate Existing TCP			
Const. Material			
	150	EMT 3/4", OAE	EMT 3/4", OPEN AREA EXPOSED, Priced per foot
	15	RIGID, STEEL 3/4", ERE	Stainless STEEL 3/4", EQUIP RM EXPOSED
	4	J-Box, 4-square	
	4	Terminal Blocks (Qty 5)	5 Terminal blocks, DIN RAIL mount
	340	WIRE #18	#18 WIRE IN CARRIER
	1	Pull Box/Gutter	2
	1	Terminal Ends (Qty 2)	2 Terminal Ends, DIN RAIL mount
PM			

Jason Slack/Director, Buildings and Grounds

Courthouse Addition progress report.

**Becky Lenihan/ Finance & Tax Officer,
Auditor**

**Discussion and/or decision on
amendment to FY 2022/23 budget, and
setting date for public hearing on said
amendment.**

Other Business

Andrew Moats/Recorder

Discussion and/or decision to approve and authorize Board Chairman to sign lease agreement with Bishop Business for lease of copier for Avoca Courthouse.



CUSTOMER CARE AGREEMENT

BILL TO:

10PC00

Pottawattamie County

227 S 6th Street

Council Bluffs, IA 51501

Jeannette Johnson

712-328-5641

EQUIPMENT LOCATION:

Avoca Courthouse

203 N Elm Street

Avoca, IA 51521

Account
Company Name
Address
City, State, Zip
Attention
Phone
Email

Please refer to US Bank lease # 2963838 for pricing.

Notes:

REMOTE MONITORING AND HELP DESK SERVICES

At the core of our "It's All Covered" agreement is our remote monitoring help desk software designed to minimize distraction and time spent by your employees on administrating your copy/print services. Our remote monitoring software not only collects meter read information but also monitors toner levels and alerts us to operational issues that could create unneeded downtime. By allowing our IT professionals to download our remote monitoring software you ensure the smooth operation and administration of your copy/print products.

The help desk is available during regular business hours to receive, process and remotely resolve certain issues. Issues that cannot be resolved by the help desk will be handled by our field technicians on site. IT services needed after initial deployment such as driver and software updates, adding additional workstations and servers or break fix work generated by customer server issues or data lines can be contracted at a rate of \$150.00 per hour. Refusal to use our remote monitoring software will result in an additional yearly charge of \$175.00.

CUSTOMER RESPONSIBILITY

- Provide BBEC with a network server connection to install the remote monitoring software needed to monitor your installation and assist in the installation of the remote monitoring software by providing relevant network information such as the IP address ranges or subnets on which the managed devices reside.
- Provide suitable electrical service and maintain proper environmental requirements.
- Provide new location, IP address and contact information to BBEC when devices are relocated.
- By signing this page, you represent to us that you have received and read the additional terms and conditions appearing on the second page of this two-page agreement. This agreement is binding upon our acceptance thereof.

CUSTOMER ACCEPTANCE:

Print Name

Signature

Title

Date

CUSTOMER CARE AGREEMENT

TERMS AND CONDITIONS

1. **Break Fix Services:** Except for managed devices identified as "Supplies Only" on the schedules, BBEC will keep the managed devices in good working order ("Break Fix Services"). a) Break Fix Services may be initiated by the help desk software for networked managed devices or by customer calling the help desk. b) Customers must assist BBEC with remote solve efforts, including talking with a Service Representative to detail the issue, attempt recommended actions to resolve, and, if not resolved remotely, schedule an appointment for a service technician to perform on-site Break Fix Services. c) If a device fault cannot be resolved remotely, BBEC will dispatch a service technician to perform on-site Break Fix Services. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, after 12:00pm on Christmas Eve and Christmas Day) from 8:00AM to 5:00PM local time ("Service Hours"). d) Replacement parts may be new or used and all removed, replaced parts become BBEC's property. e) If a maintenance kit or drum is required for a managed device, BBEC will replace the component(s) unless the parts are deemed to be "user replaceable" which will be identified at the start of this agreement; or, when a device is added to the agreement. Drums and maintenance kits are included in pricing.
2. **Retained Title for Supplies:** Customer agrees that supplies furnished remain the property of BBEC until said supplies are consumed to the extent that they cannot be further utilized in the copy/print making process. Defective cartridges are defined as those cartridges which do not reach the manufacturer's rated number of impressions. Consequently, the remaining toner level does not determine if a cartridge is defective or not. BBEC reserves the right to determine if a credit will be issued for the remaining life not received from a cartridge. If toner usage is in excess of the published manufacturer yield for said equipment; BBEC shall have the right to charge customer for excessive toner consumption at the current published price.
3. **Billing:** This agreement will be billed electronically on a monthly basis and included with the monthly lease invoice if covered equipment is on lease. A hard copy invoice may be requested for an additional charge. Monthly billing for services will be a fixed flat rate reviewed on a yearly basis. Pricing may increase if copy/print volume increases by more than 10% of original estimated volume. BBEC will calculate the amount of toner included with this contract based on manufacturer's fill rates and allocate the appropriate amount of toner for the account. If toner fill rate exceeds calculation customer agrees to pay for additional toner needed to complete the contract.
4. **Data Backup:** Customer is responsible for maintaining and backing up all customer data stored on the hard disk drive of this equipment (if applicable). BBEC is not responsible and cannot be held liable if the customer data is lost or damaged due to hard disk drive failure.
5. **Exclusions:** This agreement does not include purchase, delivery or installation charges of the equipment, installation of optional accessories, in shop reconditioning or major modifications to the equipment. It also does not include staples, tax or delivery charges on parts or supplies. Customer shall pay all of BBEC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against customer including reasonable attorney's fees whether or not suit is brought not to exceed amount due.
6. **Renewal:** This agreement will commence on the install date and shall continue for an initial minimum term of one (1) year. Thereafter customer shall have the right to terminate this agreement without penalty on the anniversary date thereof. Unless customer or BBEC chooses to terminate this agreement on the anniversary date it shall automatically renew for an additional term of (1) year. Agreement will be renewed at the current industry rates. BBEC reserves the right to increase prices with a 30-day notice based on manufacture's price increases or shipping/freight costs.
7. **Cancellation:** In addition to the rights of termination contained in paragraph 8, customer shall have the right to cancel this agreement upon thirty (30) days written notice. Upon cancellation the customer shall make payment in full of the liquidated damages at a rate of 50% of remaining months on the contract at either the monthly base charge or the average copies made whichever is greater.
8. **Obsolescence:** This agreement remains valid until parts and or supplies are no longer available from the original equipment manufacturer to keep the equipment operational.
9. **Relocation:** Customer agrees not to relocate the equipment subject to this contract outside of BBEC servicing area and in the event of such relocation, customer agrees that this contract shall be deemed terminated and agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph 9.
10. **Disclaimer:** BBEC expressly disclaims any duty as an insurer of the equipment herein and customer shall pay for all costs of repair and parts of replacement of the equipment made necessary by any casualty, theft, or the negligent act of customer or customer's agents, specifically including abuse or misuse of the equipment, and service conducted by personnel other than those of BBEC.
11. **Assignment:** This agreement is not assignable by customer without written permission from BBEC, such permission is not to be unreasonably withheld and any attempt by customer to assign any rights, duties or obligations that arise under this agreement without such permission shall be void.
12. **Complete Agreement:** Customer specifically agrees that no other representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT # 2963838

Addendum to Agreement # 2963838 and any future supplements/schedules thereto, between COUNTY OF POTTAWATTAMIE, as Customer and BISHOP BUSINESS EQUIPMENT COMPANY, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement,

as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

BISHOP BUSINESS EQUIPMENT COMPANY

Lessor

Signature

Title

Date

COUNTY OF POTTAWATTAMIE

Customer

X

Signature

Title

Date



Value Lease Agreement

APPLICATION NO. 2963838

AGREEMENT NO.

4125 S. 94th Street • Omaha, NE 68127 • Phone: 402.537.8000

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Bishop Business Equipment Company.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, and BILLING STREET ADDRESS.

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) Courthouse in Avoca, 203 N Elm St., Avoca, IA 51521

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: Xerox C405, [blank], [blank], [checkbox].

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. [checkbox] See attached Schedule A [checkbox] See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 49.00 If you are exempt from sales tax, attach your certificate. *plus applicable taxes
The payment ("Payment") period is monthly unless otherwise indicated.
Payment includes 500 B&W pages per month Overages billed monthly at \$.018 per B&W page*
Payment includes Color pages per month Overages billed monthly at \$.09 per Color page*

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.
[X] Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.
[] Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Bishop Business Equipment Company LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

County of Pottawattamie CUSTOMER (as referenced above) SIGNATURE TITLE DATED

FEDERAL TAX I.D. # PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects.

CUSTOMER (as referenced above) SIGNATURE TITLE ACCEPTANCE DATE

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

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

**Discussion and/or decision on Appointment
to the Zoning Board of Adjustment.**

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

**Discussion and/or decision on Appointment
to the Board of Appeals.**

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

**Discussion and/or decision on Appointment
to the Planning Commission.**

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

**Discussion and/or decision on funding for
furniture for new courthouse addition.**

Jana Lemrick/Director, Human **Resources**

Discussion and/or decision to approve and authorize Board to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) Local 2364-911 Agreement, effective January 31, 2023, through June 30, 2023.

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

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

It is agreed between the parties that this memorandum of understanding will be effective January 31, 2023-June 30, 2023.

Addendum to Article 19, Section 3

The Union recognizes temporary placement may occur as new Employees are released from the training program, but still fall under the introductory program. Introductory Employees are defined as those who have completed the training period but have not completed a full year of employment. Once an Employee completes their first year of service, they are no longer in the introductory period. Temporary placement may only occur in the event that an Employee is released from the training period within 60 days of commencement of a new shift bid changeover.

In the event that a new opening/position is created Management shall notify, by seniority, each Employee of the opening. A new opening/position is any position where Employees have not had the opportunity to bid that shift previously. Positions created will be based on call volume and staffing of each shift, with preference given to shifts with higher call volume in the event that staffing numbers are equal. The Employee will immediately advise Management of his/her intent to fill the opening. Management will continue with this process until the opening is filled.

It is understood and agreed that the determination of the work schedule may be changed by the Employer from time to time to meet work requirements. Management has the authority to make temporary assignments for open shifts. If no one volunteers for the temporary shift assignment, the last senior person from the shift with the lowest call volume or lowest staffing shall be assigned for the purpose of meeting temporary staffing situations over which the Department has no control. Such emergency assignments will be reevaluated after a period of one hundred-twenty (120) days.

When possible, the Employer will provide fourteen (14) calendar days written notice to the Union and the affected Employees prior to making any changes in work schedules.

Management has the right to intervene in the event that two or more Employees will be released from the training program within six months of each other and will end up on the same shift. In this event, Management may temporarily place one of the newly released Employees on a separate shift for a period of one hundred twenty (120) days before conducting a shift bid to fill positions created by the Employees being released from the training program. If no one volunteers for the temporary shift assignments, the last senior person from the shift deemed appropriate shall be the Employee assigned.

SO AGREED this ____ day of _____ 2023

Pottawattamie County Board
Of Supervisors Chairman

AFSCME/IA Council 61

Mark Shoemaker/Director,
Conservation and Jana
Lemrick/Director, Human
Resources

**Discussion and/or decision on pay for Kitchen Manager
position.**

**Garfield Coleman/Risk Manager and Jeff
Brehmer, Kim Arfman/Smith Davis**

**Discussion and/or decision to approve
Pottawattamie County 2023 Insurance
Renewal.**

Pottawattamie County Renewal - 2023/2024

VALUES:	2022/2023	2023/2024	Difference	
Coverage	End	Beginning		
Buildings	\$96,904,034	\$112,751,004	\$15,846,970	
Personal Property	\$12,797,529	\$12,800,764	\$3,235	
Misc Property- Scheduled	\$13,236,407	\$14,435,351	\$1,198,944	
Misc Property- Unscheduled	\$1,196,494	\$1,932,868	\$736,374	
EDP- Hardware	\$950,587	\$950,587	\$0	
EDP- Software	\$55,000	\$55,000	\$0	
Auto Physical Damage	\$9,982,159	\$10,351,521	\$369,362	
TOTAL VALUES:	\$135,122,210	\$153,277,095	\$18,154,885	13%

CONTRIBUTIONS:	2022 / 2023	2023/2024										
Property	\$321,575	\$339,478	\$17,903									
Casualty- General Liability	\$59,465	\$66,702	\$7,237									
Official Liability Wrongful Acts	\$16,715	\$19,227			\$2,512							
Law Enforcement Liability	\$79,495	\$93,435					\$13,940					
Auto Liability	\$58,038	\$56,903							-\$1,135			
Cyber Liability / Cyber Breach	<i>included</i>	<i>included</i>									\$6,852	
Excess Liability	\$55,269	\$62,121										
Casualty Total:	\$277,752	\$308,342	\$30,590									
Bonds	8,350.00	8,349.00			-\$1							
Auto Physical Damage	\$156,003	\$175,645					\$19,642					
Boiler & Machinery	<i>included</i>	<i>included</i>							(incl in casualty total)			
ICAP Claim & Service Fee	\$8,770	\$9,954									\$68,134 9%	
Total Contributions:	763,680.00	831,814.00										

CLAIMS:	2021 Payout	2022 Payout
Property	\$40,906	\$31,005
General Liability	\$3,692	\$3,010
Public Officials Liability	\$1	\$38,532
Police Professional	\$0	\$0
Auto Liability	\$62,689	\$8,425
Auto Physical Damage	\$31,462	\$75,986
TOTAL:	\$138,750	\$156,958

Mt. Crescent Ski Area	2023	
General Liability	0	\$22,705
Excess Liability	0	\$28,255
TOTAL:		\$50,960



Iowa Communities Assurance Pool

INVOICE

FOR

Pottawattamie County

Anniversary Date: 01/31/2023

**12951 University Ave, Ste 120
Clive, IA 50325
www.icapiowa.com**



Member Invoice

Member Name: Pottawattamie County
Policy Number: R0434PC2023-2

Anniversary Date: 01/31/2023

<u>Coverage</u>	<u>Limit of Coverage</u>	<u>Contribution</u>
General Liability	\$2,000,000	\$66,702
Auto Liability	\$2,000,000	\$56,903
Law Enforcement Liability	\$2,000,000	\$93,435
Public Officials Liability	\$2,000,000	\$19,227
Excess Liability	\$13,000,000	\$62,121
Vehicles	\$10,351,521	\$175,645
Property	\$142,927,574	\$339,478
Equipment Breakdown	Included	Included
Crime	\$10,000	\$0
Bond		\$8,349
Marketing and Administration Fees		\$9,954
TOTAL CONTRIBUTION		\$831,814

**MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
01/31/2023**

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.



Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact: Scott Belt Title: Chairman Address: 227 S. 6th Street City, State, Zip: Council Bluffs, IA 515014270 Email: scott.belt@pottcounty-ia.gov Telephone: 7123285644
Alternate Contact: Tim Wichman Title: Chairman Pro Tem Address: 227 S. 6th Street City, State, Zip: Council Bluffs, IA 515014270 Email: tim.wichman@pottcounty-ia.gov Telephone: 7123285617

In witness whereof, this proxy was executed on the ___ day of ___, in the year ___, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:

Governmental Subdivision: Pottawattamie County

Member ICAP #: 0434

By:
Title:
By:
(City Clerk/County Auditor/Board Secretary)



Anniversary Information Acknowledgement

The undersigned representative of the Pottawattamie County acknowledges that he/she:

- Reviewed the information provided on all Iowa Communities Assurance Pool applications and all applicable supplemental applications.
- Reviewed all applicable property and vehicle schedules.
- Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.
- Reviewed the optional coverage(s) offered by the Iowa Communities Assurance Pool for increased limits. After consideration of the coverage(s) offered and the contribution for same, Pottawattamie County has elected to:
 - Waive any and all coverage(s) and any applicable contribution charges. Pottawattamie County understands that to add increased limits coverage in the future, it will be subject to Iowa Communities Assurance Pool's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, Pottawattamie County will not hold the Iowa Communities Assurance Pool responsible for this decision to waive optional coverage(s).
 - Accept the increased limits: _____
(Limit of Liability Accepted)

Executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Subdivision Pottawattamie County indicated below:

By: _____

Title: _____

Member: Pottawattamie County

Member Number: 0434

Anniversary Date: 01/31/2023



Quote Summary

Pottawattamie County

Anniversary Date: 01/31/2023

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$66,702	\$2,000,000	\$10,000	01/31/2023	1/31/2023
Auto Liability	\$56,903	\$2,000,000	\$0	01/31/2023	1/31/2023
Law Enforcement Liability	\$93,435	\$2,000,000	\$10,000	01/31/2023	1/31/2023
Public Officials Liability	\$19,227	\$2,000,000	\$25,000	01/31/2023	1/31/2023
Excess Liability	\$62,121	\$13,000,000		01/31/2023	1/31/2023
Vehicles	\$175,645	\$10,351,521	See Schedule	01/31/2023	1/31/2023
Property	\$339,478	\$142,927,574	See Schedule	01/31/2023	1/31/2023
Equipment Breakdown	Included	Included			Included
Crime	\$0	\$10,000	\$500	01/31/2023	1/31/2023
Bond	\$8,349			01/31/2023	1/31/2023
TOTAL CONTRIBUTION	\$821,860				
Agency Fee	\$2,500				
CRMS	\$7,454				
FINAL CONTRIBUTION	\$831,814				
Excess Liability Options	Contribution	Limit of Liability	Coverage Effective		

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.

This quotation expires on the Proposed Effective Date.



Iowa Communities Assurance Pool

Commitment to Continue Membership

I, Pottawattamie County, do hereby affix my signature to this form and promise to submit the contribution of \$831,814.00 (less attached vouchers if applicable) by _____ . In order to fulfill this commitment, our payment will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than _____ .

Printed Name _____

Signature _____

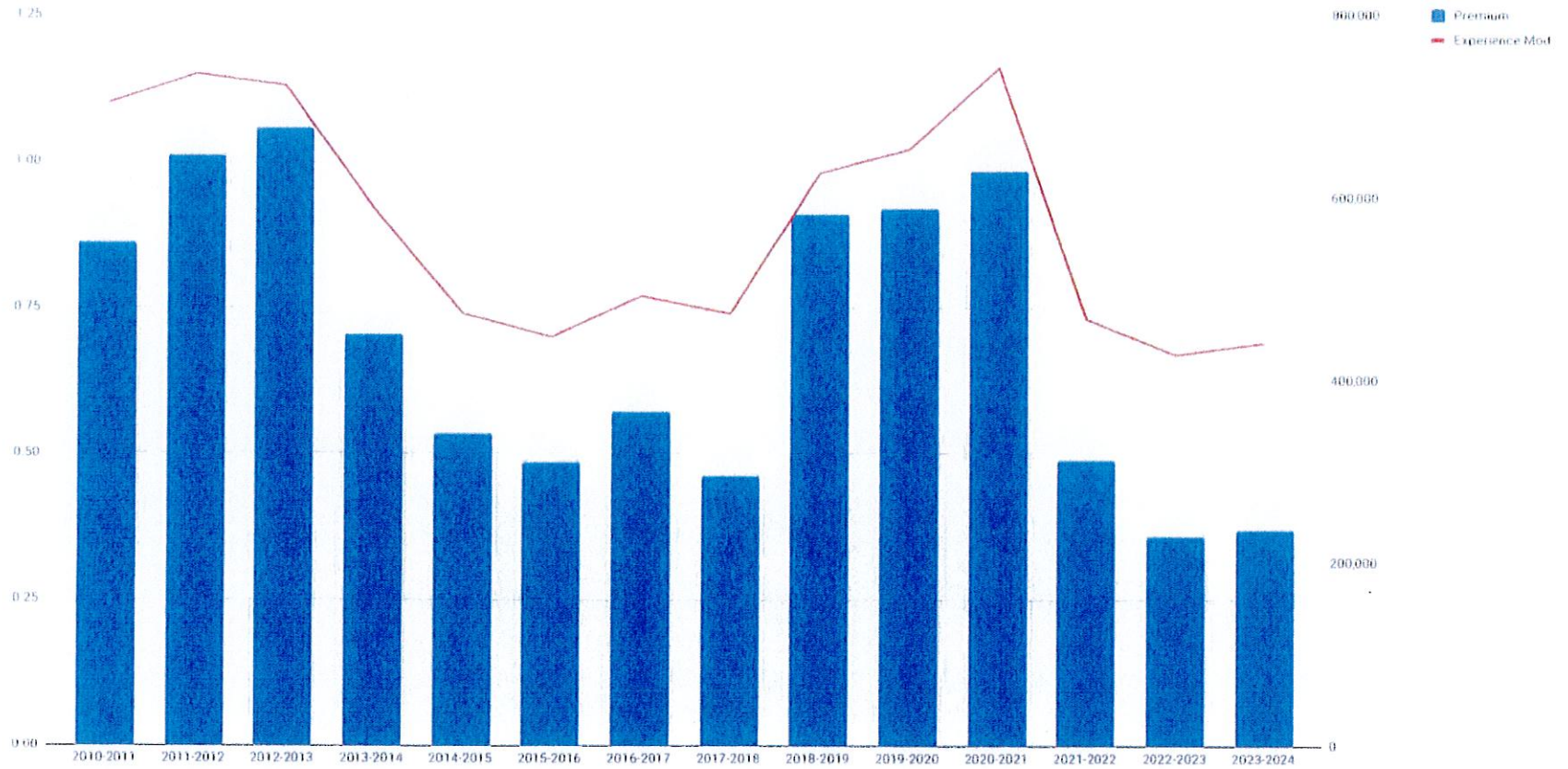
Date _____

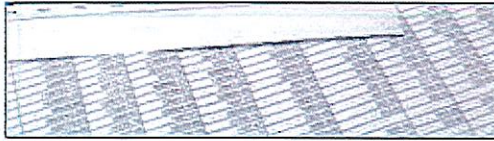
Iowa Communities Assurance Pool
12951 University Ave, Ste 120
Clive, IA 50325

Pottawattamie County Historical Work Comp - Premium & Exp Mod

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Premium	550,255	646,277	676,051	450,773	341,138	309,428	365,376	295,503	581,793	588,328	628,995	312,948	229,279	236,120
Experience Mod	1.1	1.15	1.13	0.92	0.74	0.7	0.77	0.74	0.98	1.02	1.16	0.73	0.67	0.69

Experience Mod and Premium





Workers Compensation Experience Rating Report

0663 - Pottawattamie County

Effective 7/1/2023

Member No	0663
Member Name	Pottawattamie County
Risk Number	-
Effective Date	7/1/2023

Policy Year 2019-2020

Actual Losses

Claim Number	Status	Claim Type	Reporting Code	Total Incurred	Actual Incurred	Primary Losses
2019034782	F	Medical Only	WC	\$610.21	\$183.06	\$183.00
2019034806	F	Medical Only	WC	\$318.01	\$95.40	\$95.00
2019034930	F	Medical Only	WC	\$551.26	\$165.38	\$165.00
2019034954	F	Medical Only	WC	\$103.85	\$31.16	\$31.00
2019035036	F	Medical Only	WC	\$398.43	\$119.53	\$120.00
2019035039	F	Medical Only	WC	\$167.12	\$50.14	\$50.00
2019035154	F	Medical Only	WC	\$60.09	\$18.03	\$18.00
2019035387	F	Medical Only	WC	\$301.02	\$90.31	\$90.00
2019035421	F	Medical Only	WC	\$785.87	\$235.76	\$236.00
2019035439	F	Medical Only	WC	\$326.75	\$98.03	\$98.00
2019035510	F	Medical Only	WC	\$763.38	\$229.01	\$229.00
2019035517	F	Medical Only	WC	\$345.68	\$103.70	\$104.00
2019035518	F	Medical Only	WC	\$345.68	\$103.70	\$104.00
2019035689	F	Medical Only	WC	\$294.58	\$88.37	\$88.00
2019035726	F	Medical Only	WC	\$256.72	\$77.02	\$77.00
2020035879	F	Medical Only	WC	\$152.87	\$45.86	\$46.00
2020036012	F	Medical Only	WC	\$266.05	\$79.82	\$80.00
2020036015	F	Medical Only	WC	\$1,103.92	\$331.18	\$331.00
2020036452	F	Medical Only	WC	\$604.32	\$181.30	\$181.00
2020036455	F	Medical Only	WC	\$318.57	\$95.57	\$96.00
2020036477	F	Medical Only	WC	\$3,969.10	\$1,190.73	\$1,191.00
2020036540	F	Medical Only	WC	\$486.19	\$145.86	\$146.00
2020036814	F	Medical Only	WC	\$449.83	\$134.95	\$135.00
Totals				\$ 12,979.50	\$ 3,893.87	\$ 3,894.00

Expected Losses

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	0042	\$0.00	3.14	.32	\$0.00	\$0.00
IA	5403	\$343,234.00	3.87	.25	\$13,283.00	\$3,321.00
IA	5506	\$1,999,263.00	3.14	.25	\$62,777.00	\$15,694.00
IA	5507	\$333,464.00	2.04	.25	\$6,803.00	\$1,701.00
IA	6003	\$0.00	2.57	.25	\$0.00	\$0.00
IA	6217	\$0.00	2.09	.24	\$0.00	\$0.00
IA	7720	\$11,329,701.00	1.62	.28	\$183,541.00	\$51,391.00
IA	7720V	\$11,153.00	1.62	.28	\$181.00	\$51.00
IA	8227	\$121,220.00	1.71	.25	\$2,073.00	\$518.00
IA	8264	\$119,992.00	3.04	.28	\$3,648.00	\$1,021.00
IA	8810	\$7,365,455.00	.11	.35	\$8,102.00	\$2,836.00

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	8810V	\$231,145.00	.11	.35	\$254.00	\$89.00
IA	8820	\$2,141,999.00	.08	.28	\$1,714.00	\$480.00
IA	8831	\$52,891.00	.82	.41	\$434.00	\$178.00
IA	8832	\$743,486.00	.19	.35	\$1,413.00	\$495.00
IA	9015	\$396,375.00	1.55	.32	\$6,144.00	\$1,966.00
IA	9102	\$932,622.00	1.78	.32	\$16,601.00	\$5,312.00
IA	9402	\$298,548.00	2.16	.25	\$6,449.00	\$1,612.00
IA	9410	\$2,820,104.00	1.35	.35	\$38,071.00	\$13,325.00
IA	MINPWC	\$0.00	.00	.00	\$0.00	\$0.00
Totals		\$ 29,240,652.00			\$ 351,488.00	\$ 99,990.00

Manual Contribution: \$ 763,650.00

Policy Year 2020-2021

Actual Losses

Claim Number	Status	Claim Type	Reporting Code	Total Incurred	Actual Incurred	Primary Losses
2020036866	O	Indemnity	LT	\$143,513.04	\$143,513.04	\$18,500.00
2020036868	F	Medical Only	WC	\$593.49	\$178.05	\$178.00
2020037052	O	Indemnity	LT	\$29,992.33	\$29,992.33	\$18,500.00
2020037144	F	Medical Only	WC	\$250.98	\$75.29	\$75.00
2020037193	F	Medical Only	WC	\$794.98	\$238.49	\$238.00
2020037295	F	Medical Only	WC	\$1,310.16	\$393.05	\$393.00
2020037296	F	Medical Only	WC	\$1,269.38	\$380.81	\$381.00
2020037315	O	Indemnity	LT	\$19,763.75	\$19,763.75	\$18,500.00
2020037359	F	Medical Only	WC	\$330.00	\$99.00	\$99.00
2020037456	F	Medical Only	WC	\$1,617.71	\$485.31	\$485.00
2020037466	F	Medical Only	WC	\$3,430.51	\$1,029.15	\$1,029.00
2020037477	F	Medical Only	WC	\$294.58	\$88.37	\$88.00
2020037492	F	Medical Only	WC	\$3,126.74	\$938.02	\$938.00
2020037518	F	Medical Only	WC	\$149.48	\$44.84	\$45.00
2020037559	F	Indemnity	LT	\$13,576.86	\$13,576.86	\$13,577.00
2020037719	F	Medical Only	WC	\$397.30	\$119.19	\$119.00
2021038289	F	Medical Only	WC	\$1,012.24	\$303.67	\$304.00
2021038470	F	Medical Only	WC	\$745.53	\$223.66	\$224.00
2021038512	F	Medical Only	WC	\$150.46	\$45.14	\$45.00
2021038784	F	Medical Only	WC	\$300.65	\$90.20	\$90.00
Totals				\$ 222,620.17	\$ 211,578.22	\$ 73,808.00

Expected Losses

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	0042	\$0.00	3.14	.32	\$0.00	\$0.00
IA	5403	\$369,052.00	3.87	.25	\$14,282.00	\$3,571.00
IA	5506	\$2,126,614.00	3.14	.25	\$66,776.00	\$16,694.00
IA	5507	\$357,005.00	2.04	.25	\$7,283.00	\$1,821.00
IA	6217	\$0.00	2.09	.24	\$0.00	\$0.00
IA	7720	\$11,924,807.00	1.62	.28	\$193,182.00	\$54,091.00
IA	7720V	\$11,429.00	1.62	.28	\$185.00	\$52.00

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	8227	\$129,902.00	1.71	.25	\$2,221.00	\$555.00
IA	8264	\$126,979.00	3.04	.28	\$3,860.00	\$1,081.00
IA	8810	\$7,623,153.00	.11	.35	\$8,385.00	\$2,935.00
IA	8810V	\$238,941.00	.11	.35	\$263.00	\$92.00
IA	8820	\$2,228,043.00	.08	.28	\$1,782.00	\$499.00
IA	8831	\$52,721.00	.82	.41	\$432.00	\$177.00
IA	8832	\$1,252,160.00	.19	.35	\$2,379.00	\$833.00
IA	9015	\$414,309.00	1.55	.32	\$6,422.00	\$2,055.00
IA	9102	\$986,967.00	1.78	.32	\$17,568.00	\$5,622.00
IA	9402	\$298,653.00	2.16	.25	\$6,451.00	\$1,613.00
IA	9410	\$3,120,331.00	1.35	.35	\$42,124.00	\$14,743.00
IA	MINPWC	\$0.00	.00	.00	\$0.00	\$0.00
Totals		\$ 31,261,066.00			\$ 373,595.00	\$ 106,434.00

Manual Contribution: \$ 780,847.00

Policy Year 2021-2022

Actual Losses

Claim Number	Status	Claim Type	Reporting Code	Total Incurred	Actual Incurred	Primary Losses
2021039136	O	Indemnity	LT	\$104,224.35	\$104,224.35	\$18,500.00
2021039156	F	Medical Only	WC	\$156.99	\$47.10	\$47.00
2021039196	F	Medical Only	WC	\$275.45	\$82.64	\$83.00
2021039202	F	Medical Only	WC	\$214.16	\$64.25	\$64.00
2021039265	F	Medical Only	WC	\$489.70	\$146.91	\$147.00
2021039436	F	Medical Only	WC	\$799.34	\$239.80	\$240.00
2021039567	F	Medical Only	WC	\$287.72	\$86.32	\$86.00
2021039774	F	Medical Only	WC	\$275.45	\$82.64	\$83.00
2021039821	F	Medical Only	WC	\$631.54	\$189.46	\$189.00
2021039899	F	Medical Only	WC	\$275.45	\$82.64	\$83.00
2022040085	F	Medical Only	WC	\$152.87	\$45.86	\$46.00
2022040136	F	Medical Only	WC	\$3,284.57	\$985.37	\$985.00
2022040296	F	Medical Only	WC	\$2,213.63	\$664.09	\$664.00
2022040299	O	Indemnity	LT	\$52,391.71	\$52,391.71	\$18,500.00
2022040379	F	Medical Only	WC	\$3,742.57	\$1,122.77	\$1,123.00
2022040643	F	Medical Only	WC	\$268.99	\$80.70	\$81.00
2022040755	F	Medical Only	WC	\$2,044.78	\$613.43	\$613.00
2022040958	F	Medical Only	WC	\$4,760.22	\$1,428.07	\$1,428.00
2022040996	F	Medical Only	WC	\$1,700.71	\$510.21	\$510.00
2022041062	F	Indemnity	LT	\$6,334.60	\$6,334.60	\$6,335.00
2022041158	F	Medical Only	WC	\$439.16	\$131.75	\$132.00
Totals				\$ 184,963.96	\$ 169,554.67	\$ 49,939.00

Expected Losses

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	5403	\$329,204.00	3.87	.25	\$12,740.00	\$3,185.00
IA	5506	\$2,120,916.00	3.14	.25	\$66,597.00	\$16,649.00
IA	5507	\$386,138.00	2.04	.25	\$7,877.00	\$1,969.00

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	7720	\$12,034,256.00	1.62	.28	\$194,955.00	\$54,587.00
IA	7720V	\$17,800.00	1.62	.28	\$288.00	\$81.00
IA	8227	\$126,857.00	1.71	.25	\$2,169.00	\$542.00
IA	8264	\$133,990.00	3.04	.28	\$4,073.00	\$1,140.00
IA	8810	\$7,828,676.00	.11	.35	\$8,612.00	\$3,014.00
IA	8810V	\$244,855.00	.11	.35	\$269.00	\$94.00
IA	8820	\$2,366,928.00	.08	.28	\$1,894.00	\$530.00
IA	8831	\$53,028.00	.82	.41	\$435.00	\$178.00
IA	8832	\$979,451.00	.19	.35	\$1,861.00	\$651.00
IA	9015	\$479,012.00	1.55	.32	\$7,425.00	\$2,376.00
IA	9102	\$1,079,056.00	1.78	.32	\$19,207.00	\$6,146.00
IA	9402	\$321,428.00	2.16	.25	\$6,943.00	\$1,736.00
IA	9410	\$3,259,013.00	1.35	.35	\$43,997.00	\$15,399.00
IA	MINPWC	\$0.00	.00	.00	\$0.00	\$0.00
Totals		\$ 31,760,608.00			\$ 379,342.00	\$ 108,277.00

Manual Contribution: \$ 820,886.00

Experience Modifier

	Actual	Expected
Primary Losses	\$127,641.00	\$314,701.00
Excess Losses	\$257,385.00	\$789,724.00
Total Losses	\$385,027.00	\$1,104,425.00
Weighting Value	0.37	0.37
Ballast Value	144,100	144,100
Weighted Expected Excess	\$497,526.00	\$497,526.00
Ratable Excess	\$95,232.00	\$292,198.00
Total	\$864,499.00	\$1,248,525.00
Experience Modification	-	.69

Experience Modifier Calculation

Actual Incurred Losses	A	\$ 385,027.00	Actual Excess Losses	E = (A - B)	\$ 257,385.00
Primary Actual Incurred Losses	B	\$ 127,641.00	Expected Excess Losses	F = (C - D)	\$ 789,724.00
Expected Losses	C	\$ 1,104,425.00	Weighting Value	G	0.37
Primary Expected Incurred Losses	D	\$ 314,701.00	Ballast Value	H	144,100.00

Experience Modification Formula

$$\frac{B + H + (E \times G) + (1 - G) \times F}{D + H + (F \times G) + (1 - G) \times F}$$

Experience Modification Formula With Values

$$\frac{127,641.00 + 144,100.00 + (257,385.00 \times 0.37) + (1 - 0.37) \times 789,724.00}{314,701.00 + 144,100.00 + (789,724.00 \times 0.37) + (1 - 0.37) \times 789,724.00}$$

Calculated Experience Modifier 0.69

Maximum Experience Modifier 34.82
 $1.10 + (0.00004)((C) + (2)(C) / (9.5))$

Minimum Experience Modifier **0.51**
(Experience modifier with no losses)

Final Experience Modifier	0.69
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- **Actual Incurred reflects a decrease of 70% on medical primary and excess losses per state rules.**



End of Report. Executed 1/9/2023 4:06 PM by Andrew Justice.

**Discussion and/or decision on Appointment
to the Veteran Affairs Commission.**

Committee Appointments

Update from Board members on Committee meetings from the past week.

Public Comments

Received/Filed

Office of **Pottawattamie County Treasurer** No 044872

1/18/23 for December 2022
Date

Received from Pottawattamie county
Sheriffs office

Payor Pottawattamie County Sheriffs
office

Amount Fifty Four Thousand one Hundred
Seventy Six Dollar & ⁶³/₁₀₀ \$ 54,176.63

Account to be credited See below

Descriptions of funds See below

Received by AS

Date 1-18-23
December 1, 2022

Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$80.00	Weapon Permits	0001-1-05-1060-441000-000
\$54,096.63	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$54,176.63	Total Deposit	
	\$12,099.28	total check #222706
	\$42,077.35	total check #222707
	\$54,176.63	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

12/01/2022 - 12/31/2022

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 12/01/2022 - 12/31/2022.

Disbursements:

Paid to Others:	
Refunds; Publication; Sales; Com	346,557.91
Subtotal	<u>346,557.91</u>
Paid to Treasurer:	
Service Fees - Notary Fees; Copy Fees	44,088.96
Postage	7,411.99
Transport - Officer Expenses	99.30
Mileage Amount	2,046.38
Report Amount	170.00
County - Weapon Permit Amount	80.00
Other - Subpoena	280.00
Subtotal	<u>54,176.63</u>
Total	<u><u>400,734.54</u></u>

The above information is respectfully submitted on 1/12/2023



Andy Brown
Pottawattamie County, IA

Closed Session

BUDGET STUDY SESSIONS

- A. Thriving Family Alliance**
- B. WIC**
- C. General Assistance**
- D. CD Treatment**
- E. Community Service**
- F. Human Resources/Risk**
- G. Secondary Roads**
- H. Auditor**
- I. Board of Supervisor**