Consent Agenda

12-24 46-12

January 9, 2024

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present with Supervisor Belt attending via phone. Chairperson Miller presiding.

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. January 2, 2024, Minutes as read.
- B. Secondary Roads Employment of Brandon Burmeister as an Assistant Engineer.
- C. Thriving Families Alliance Employment of Caelan Sauberan as a Part-Time Administrative Assistant.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Recognition of January 9, 2024, as National Law Enforcement Appreciation Day.

Motion by Shea, second by Wichman, to approve and authorize Board to sign **Resolution No. 10-2024**, a Resolution approving the increase in the Depository limit for the Treasurer's Office. Total Maximum Deposit under this resolution is \$220,900,000.00. Authorizing the County Treasurer to invest \$5 million into Midstates Bank in a 7-month CD.

RESOLUTION NO. 10-2024

NAME OF DEPOSITORY	LOCATION		MAXIMUM DEPOSIT UNDER THIS RESOLUTION
COUNTY TREASURER			
Rolling Hills Bank	Walnut		1,900,000.00
Arbor Bank	Oakland		2,500,000.00
Midstates Bank	Council Bluffs		7,000,000.00
Midstates Bank	Avoca		100,000.00
Great Western Bank	Oakland		1,500,000.00
American National Bank	Council Bluffs		200,000,000.00
Treynor State Bank	Treynor		2,500,000.00
US Bank	Council Bluffs		3,000,000.00
COUNTY AUDITOR American National Bank	Council Bluffs		500,000.00
COUNTY CONSERVATION American National Bank	Council Bluffs		200,000.00
COUNTY PLANNING American National Bank	Council Bluffs		200,000.00
COUNTY RECORDER American National Bank	Council Bluffs		500,000.00
COUNTY SHERIFF American National Bank	Council Bluffs		1,000,000.00
		TOTAL	\$220,900,000.00

Passed and Approved this 9th day of January 2024.

ROLL CALL VOTE

AYE NAY ABSTAIN ABSENT

	0	0	0	\circ
Susan Miller, Chair	0	0	O	O
Scott Belt	0	0	0	0
Tim Wichman	0	0	0	0
Brian Shea	0	0	0	0
Jeff Jorgensen	0	0	0	0
ATTEST:				

46-13

Becky Lenihan, Finance & Tax Officer, Auditor's Office

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

3. OTHER BUSINESS

13-24

Motion by Wichman, second by Jorgensen, to approve pay for Attorney II. UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to fill vacancies on the Conservation Board to Chris Ruhaak for a 5-year term, and Brittany McGee to finish out Kelly Dix's term which will end 2026.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Jorgensen, to authorize the Chair to sign the forgiveness portion of the small-town forgivable note for Treynor.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Jorgensen, to approve the following applications made to the Assessor's Office: Homestead (approximately 254 recommend allowed, 6 recommend disallowed), Military (22 recommend allowed, 2 recommend disallowed), Disabled Veteran Homestead (15 recommend allowed, 1 recommend disallowed), Family Farm (12 recommend allowed, 1 recommend disallowed). 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) Jail Payroll status change for Dustin Ceder, Louis Trujillo, David Moritz, Matt Corum, Carie Savage, and Mike Mantell.
- 2) Crescent Ridge Ski Hill Payroll status change for Joseph Brunow and Ryan Dibben.
- 3) Conservation Payroll status change for Abigail Ridder.
- 4) Buildings and Grounds Payroll status change for Matthew Wiese.
- 5) Crescent Ridge Ski Hill Employment of Logan Laughhunn as a Kitchen Staff Team Member.
- 6) Cresent Ridge Ski Hill Employment of Harrison Smith and Jordan Smith as Rental Shop Team Members.
- 7) Crescent Ridge Ski Hill Employment of Tessa Clifton as a Hospitality and Guest Service Worker.
- 8) Jail Payroll status change for Steve Winchell, Jake Cotton, and Angela Rubek.
- 9) Crescent Ridge Ski Hill Employment of Dylan Reimer as a Ski/Snowboard Instructor.
- 10) Crescent Ridge Ski Hill Employment of Parker Peterson as a Chair Lift Attendant.
- B. Out of State Travel Notification(s):
 - 1) Sheriff Out of State Travel for Megan Albers, Shannon Holman, and Steve Winchell.
 - 2) Jail Out of State Travel for Trish Bernhards, Mark Smith, and Shannon Holman.
 - 3) Sheriff Out of State Travel for Shannon Holman.
 - 4) Public Health Out of State Travel for Jason Kuehnhold and Candy Heyer.

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C. Report(s):

1) Recorder Fee Book for December 2023.

6. PUBLIC COMMENTS

No Public Comments.

The Board recessed at 10:45 A.M., until 1:00 P.M. for the scheduled Budget Study Session.

7. CLOSED SESSIONS

Motion by Shea, second by Jorgensen, 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: Miller, Belt, Wichman, Shea, Jorgensen. Motion Carried.

Motion by Shea, second by Jorgensen, to go out of Closed Session.
Roll Call Vote: AYES: Miller, Belt, Wichman, Shea, Jorgensen. Motion Carried.

8. BUDGET STUDY SESSION

- 1) Treasurer
- 2) Recorder
- 3) GIS
- 4) IT
- 5) Buildings and Grounds

9. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 3:49 P. M

Susan Miller, Chair

ATTEST:

Becky Lenihan, Finance & Tax Officer, Auditor's Office

APPROVED: January 16, 2024

PUBLISH: X

I, Melvyn Houser, Auditor of Pottawattamie County, verify the following to be a correct copy of all claims allowed by the Pottawattamie County Board of Supervisors for the month of December 2023.

the month of D	ecember 2023.	
Vendor Name	Payable Description	Total Payments
20 W MAIN LLC	PROF SVC - SHERIFF	90.00
A RAYMOND PLUMBING INC	PROF SVC - JAIL	4,901.00
ABBIE ASHCRAFT	REIMB EXP - SWIA MHDS REGION	115.41
ABLE LOCKSMITHS	PROF SVC - CONSERVATION	277.50
ACCESS TECHNOLOGIES INC	PROF SVC - SWIA MHDS REGION	113.27
ACCURATE LAWN & IRRIGATION LLC	PROF SVC - B&G	228.00
ACME RESTORATIONS INC	PROF SVC - SHERIFF	2,935.69
ACTION SIGNS INC	PROF SVC - B&G	157.02
ADVANCE SOUTHWEST IOWA CORPORATION	PROF SVC - PLANNING	1,501.25
		,
AGRILAND FS INC	FUEL - CONSERVATION	2,963.89
AGRIVISION GROUP LLC	ROADS/SOFTWARE	4,681.00
AHLERS & COONEY PC	LEGAL SVC - HR	85.50
AIRGAS INC	ROADS/RENT	45.56
ALBERTSON BROTHERS GLASS LLC	ROADS/REPAIR - 212	175.00
ALEGENT CREIGHTON CLINIC	MED SVC - CONSERVATION	3,721.00
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	1,038.80
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	668.47
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	13,416.00
ALL COPY PRODUCTS INC	PROF SVC - WIC	52.87
ALL MAKES COLLISION CENTER LLC	ROADS/REPAIR - 411	4,317.79
ALL MAKES OFFICE EQUIPMENT CO	PROF SVC - SHERIFF	195.00
ALL STAR BRONZE	PROF SVC - B&G	2,049.95
ALLIED OIL & TIRE COMPANY	SUPPLIES - CONSERVATION	289.45
ALLISON LEACH	MEETING - SWIA MHDS REGION	150.00
ALUVII INC	PROF SVC - CONSERVATION	50.00
ALOVITING AMAZON CAPITAL SERVICES INC	ROADS/SUPPLIES	9,690.29
AMERICAN BOARD OF MEDICOLEGAL DEATH INVESTIGATORS INC (ABMDI)	ANNUAL FEES - MED EXAMINER	50.00
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AMERICAN NATIONAL BANK	PRECINT RENT - AUDITOR	200.00
AMERICAN NATIONAL BANK	MO BILL - CONSERVATION	28,281.35
ANCHOR HOMES INC	SUPPORT SVC - SWIA MHDS REGION	12,562.75
ANDREA C FREENY	TRANSCRIPTS - CO ATTORNEY	70.00
ANDREW BROWN	REIMB EXP - SHERIFF	50.11
ANDREW DEWEY	MEETING - VA	151.98
APPLIED US LP	ROADS/PARTS	730.64
ARAMARK UNIFORM & CAREER APAREL GROUP INC	SUPPLIES - JAIL	61,358.64
ASP ENTERPRISES INC	ROADS/MATERIALS	2,911.50
ASSOCIATION OF PUBLIC SAFTEY COMMUNICATIONS OFFICIALS INTERNATIONAL I	I SUPPLIES - COMMUNICATIONS	43.60
AT&T MOBILITY LLC	MO BILL - EMA	3.27
AUTUMN PARK OF SHENANDOAH	RENT - SWIA MHDS REGION	25.00
AVI-SPL LLC	EQUIP - BOARD	34,591.51
AVOCA BUILDING MATERIAL CENTER INC	SUPPLIES - CONSERVATION	10.28
BARBARA CHENEY	REIMB EXP - SWIA MHDS REGION	151.31
BARBARA FREDERICK	CONDEMNATION - ROADS	1,121.00
BAUER BUILT INC	ROADS/TIRES	516.78
BENNETT BUILDING	RENT ASSIST - GA	470.00
		698.33
BENNETT REFRIGERATION INC	PROF SVC - JAIL	
BESTMANN ACRES LLC	LANDSCAPING - EAST POTT SWCD	2,550.00
BETH TOWNSEND	PROF SVC - WIC	100.00
BIG RED CONCRETE PUMPING INC	ROADS/MATERIALS	1,474.46
BILLS WATER CONDITIONING INC	MO BILL - JAIL	723.85
BISHOP BUSINESS EQUIPMENT COMPANY	SUPPLIES - AUDITOR	1,909.41
BIZCO INC	TRAINING - PUB HEALTH	83,946.10
BLACK HILLS UTILITY HOLDING	MO BILL - JAIL	5,628.55
BOB BARKER COMPANY INC	SUPPLIES - JAIL	935.10
BODE DUE INC	ROADS/TIRE REPAIR - 373	49.00
BOEHM FARMS INC	LANDSCAPING - WEST POTT SWCD	4,204.69
BOLTON & MENK INC	DRAINAGE - C&R - PROF SVC	18,403.60
BOMGAARS SUPPLY INC	SUPPLIES - CONSERVATION	2,342.32
BOUND TREE MEDICAL LLC	SUPPLIES - CONSERVATION	121.74
BP ENTERPRISES INC	PROF SVC - SHERIFF	392.69
BREAD AND BUTTER US LLC	PROF SVC - PUB HEALTH	125.00
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	734.00
BRENDA R HENRY-SCHREIBER	SUPPORT SVC - SWIA MHDS REGION	125.00
BRIAN MILLER	REIMB EXP - SHERIFF	84.00
BRUCE POTTER	MEETING - BOARD	160.00
BUSINESS CLEANING SOLUTIONS INC	MO BILL - CONSERVATION	517.00
C & J INDUSTRIAL SUPPLY INC	PROF SVC - JAIL	406.25
CALHOUN COMMUNICATIONS INC	PROF SVC - COMMUNICATIONS	1,555.07
CAPITAL ONE NA	SUPPLIES - DHS	22.24
CAPITAL SANITARY SUPPLY CO INC	SUPPLIES - JAIL	4,759.46
CARLSON CUSTOM AG LLC	ROADS/MATERIALS	1,875.00
CARROLL COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	65.90
CASS COUNTY (IA)	MHA - SWIA MHDS REGION	4,173.99
CDW LLC	EQUIP - JAIL	1,098.85
CENTRAL IOWA JUVENILE DETENTION CENTER	TRANSPORT - SWIA MHDS REGION	735.55
CENTRO LATINO OF IOWA	PROF SVC - PUB HEALTH	6,328.13
CENTURY LINK COMMUNICATIONS LLC	MO BILL - COMMUNICATIONS	3,377.27
CENTURYLINK INC	ROADS/UTILITIES	1,543.32
CHAMPLIN TIRE RECYCLING INC	PROF SVC - ENV HEALTH	2,464.13
CHASITY KEPHART	REIMB EXP - SWIA MHDS REGION	40.93
CHEELECTRIC	SUPPLIES - JAIL	5,747.22
CHESTERMAN CO	SUPPLIES - CONSERVATION	2,571.63
CHRISTIAN HOME ASSOCIATION	PROF SVC - DHS	8,490.30
		,
CHRISTOPHER JON ELLIOTT	MED SVC - MED EXAMINER	6,666.67
CHS INC	FUEL - EMA	241.25
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	1,193.60

CITY OF CARSON	ROADS/UTILITIES	141.74
CITY OF COUNCIL BLUFFS CITY OF COUNCIL BLUFFS	PROF SVC - IT PROF SVC - CONSERVATION	1,498.00 11,265.73
CITY OF HANCOCK	MO BILL - CONSERVATION	449.75
CITY OF LOGAN	RENT - WIC	100.00
CITY OF OAKLAND CITY OF ONAWA	MO BILL - ENV HEALTH RENT - WIC	35.00 120.00
CODY PANE	REIMB EXP - MED EXAMINER	192.07
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC CONCERNED INC	ROADS/TIRES VOC/DAY - SWIA MHDS REGION	3,783.50 10,301.78
CONCERNED INC CONNER PSYCHOLOGICAL SERVICES PC	MED SVC - JAIL	2,550.00
CONTROL MANAGEMENT INC	PROF SVC - JAIL	344.06
CORNHUSKER INTERNATIONAL TRUCKS INC CORPORATE TRANSLATION SERVICES INC	ROADS/PARTS - 387 PROF SVC - COMMUNICATIONS	1,168.98 92.24
COTT SYSTEMS INC	PROF SVC - AUDITOR	300.00
COUNCIL BLUFFS LEASED HOUSING ASSOCIATES I LLIP	RENT ASSIST - GA	300.00
COUNCIL BLUFFS WATER WORKS COUNCIL BLUFFS WINSUPPLY INC	MO BILL - JAIL SUPPLIES - CONSERVATION	5,588.99 663.68
COUNTRY CARE CENTER CORPORATION	RCF - SWIA MHDS REGION	46,116.00
COX COMMUNICATIONS INC	MO BILLING - VARIOUS	5,769.05
CREDIT BUREAU OF COUNCIL BLUFFS INC CRYSTAL CLEAR WATER INC	PROF SVC - COMMUNICATIONS MO BILL - RECORDER	25.50 43.75
CSI SSP INC	PROF SVC - AUDITOR	1,271.81
CUTLER ONEILL INC D & D CONSTRUCTION SERVICES INC	TRANSPORT - MED EXAMINER PROF SVC - CONSERVATION	2,350.00 62,971.19
D M G INC	SUPPLIES - JAIL	2,145.73
DANELLE BRUCE	REIMB EXP - SWIA MHDS REGION	821.60
DANIEL TEMEYER DANNY KINNEY	REIMB EXP - SHERIFF MEETING - VA	368.99 193.23
DATA POWER TECHNOLOGY LLC	PROF SVC - IT	6,760.00
DAVES PLACE LLC	MED SVC - SWIA MHDS REGION	18,586.58
DAVID HAZLEWOOD DAVID MCCAIN	MEETING - VA ELECTION WORK - AUDITOR	120.44 200.00
DAVID W COBERLY SR	PROF SVC - JAIL	382.75
DEBBIE SCHULER	REIMB EXP - SWIA MHDS REGION	308.90
DENNIS SUPPLY COMPANY DEPOSIT CHOICE LLC	SUPPLIES - COMMUNICATIONS RENT ASSIST - GA	642.33 263.00
DERRICK SUDMANN	LANDSCAPING - WEST POTT SWCD	7,482.06
DES MOINES REGISTER & TRIBUNE CO DIAMOND MOWERS LLC	MO BILL - DHS ROADS/PARTS	288.03 7,649.26
DIAMOND OIL COMPANY	FUEL - CONSERVATION	1,135.20
DLR GROUP INC	PROF SVC - NON-DEPARTMENTAL	306.25
DMC FLEET SERVICES DOLL DISTRIBUTING LLC	PROF SVC - SHERIFF SUPPLIES - CONSERVATION	882.56 1,394.05
DONALD NIELSON	PUBLICATIONS - BOARD	1,138.97
DONALD NIELSON	PUBLICATIONS - BOARD	434.94
DOUGLAS COUNTY (NE) DOUGLAS LEADERS	SVC FEES - BOARD PROF SVC - CONSERVATION	75.00 300.00
EAST POTTAWATTAMIE AGRICULTURAL EXTENTION DISTRICT	ROADS/TRAINING	45.00
EBS c/o AMERICAN NATIONAL BANK ECHO GROUP INC	EBS RETIREES - JAIL	6,483.82 23,693.03
ECHOSAT INC	SUPPLIES - CONSERVATION ROADS/UTILITIES	23,093.03
EDWARDS CHEVROLET CADILLAC INC	PROF SVC - SHERIFF	358.49
EDWARDS MOTORSPORTS LLC ELECTION SYSTEMS & SOFTWARE LLC	SUPPLIES - CONSERVATION SUPPLIES - AUDITOR	176.97 11,632.57
ELECTRONIC CONTRACTING COMPANY	PROF SVC - JAIL	950.00
ELI LLC	RENT ASSIST - GA	500.00
ELLIPSIS INC EMBRACE IOWA INC	PROF SVC - DHS SUPPORT SVC - SWIA MHDS REGION	93.30 874.50
EMERGENCY SERVICES MARKETING CORP INC	SUBSCRIPTION - EMA	8,547.00
EMERSON MANUFACTURING EVIZZIT LLC	ROADS/PARTS MH SVC - SWIA MHDS REGION	38.05 7,973.27
FARM SERVICE COOPERATIVE	ROADS/FUEL	57,519.72
FARMERS MUTUAL COOPERATIVE TELEPHONE COMPANY	ROADS/UTILITIES	607.33
FASTENAL COMPANY FEEDLOT SERVICE CO	SUPPLIES - JAIL ROADS/CENTRAL	934.50 2,179.75
FIELD DAY DEVELOPMENT LLC	PROF SVC - NON-DEPARTMENTAL	5,495.00
FIKES COMMERCIAL HYGIENE LLC FIREGUARD LLC	ROADS/UTILITIES - HANCOCK PROF SVC - B&G	497.21 151.50
FIRESPRING PRINT INC	PROF SVC - DAG PROF SVC - CONSERVATION	953.24
FIRST WIRELESS INC	PROF SVC - COMMUNICATIONS	3,744.50
FISHER BUILDING SERVICES INC FLORENCE CRITTENTON HOME OF SIOUX CITY	PROF SVC - B&G PROF SVC - DHS	830.00 3,498.75
FMTC SWT INC	ROADS/UTILITIES	122.45
FOX DIRT LLC	PROF SVC - WEST POTT SWCD	5,950.00
FRONTIER COMMUNICATIONS OF IOWA LLC GARREANS LAW LLC	MO BILL - COMMUNICATIONS LEGAL REP - BOARD	413.81 2,565.00
GARY RHOADES	PROF SVC - CONSERVATION	400.00
GENERAL FIRE AND SAFETY EQUIPMENT CO OF OMAHA	PROF SVC - CONSERVATION	2,892.55
GENIE SERVICES GOVERNMENT FORMS & SUPPLIES LLC	PROF SVC - CONSERVATION SUPPLIES - TREASURER	1,200.00 305.85
GRACE UNITED METHODIST CHURCH	RENT - WIC	40.00
GRAHAM TIRE CO OF LINCOLN LLC GRAPHIC COMPUTER SOLUTIONS INC	PROF SVC - SHERIFF PROF SVC - CO ATTORNEY	167.94 7,291.24
GREAT AMERICA FINANCIAL SERVICES CORPORATION	PROF SVC - CO ATTORNET PROF SVC - SWIA MHDS REGION	132.99
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	MO BILL - IT	1,771.03
GREAT PLAINS PEST SERVICES INC GREAT PLAINS UNIFORMS	PROF SVC - B&G PROF SVC - JAIL	205.00 936.97
GREG MATHIS	PROF SVC - WEST POTT SWCD	829.59

GRP & ASSOCIATES INC	PROF SVC - JAIL	295.00
GUADALUPE ROMERO CONTRERAS	PROF SVC - CONSERVATION	4,200.00
GUARDIANS OF NORTHEAST IOWA INC	GUARDIAN/CONSERVATOR - SWIA MHDS REGION	1,800.00
GUYER MACHINE SHOP INC HAMELE GROUP INC	SUPPLIES - CONSERVATION ROADS/TOOLS	95.19 240.28
HARRISON COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	329.22
HARRISON COUNTY HOMEMAKERS	HOME HEALTH AID - SWIA MHDS REGION	1,429.92
HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	505.26
HAWKEYE TRUCK EQUIPMENT CO INC	ROADS/PARTS	205.11
HEARTLAND CO OP	FUEL - SHERIFF	632.25 483,588.50
HEARTLAND FAMILY SERVICE HENRY BRANDT JR	ACT - SWIA MHDS REGION CONDEMNATION - ROADS	1,121.00
HENRY SCHEIN INC	SUPPLIES - JAIL	983.83
HGM ASSOCIATES INC	ROADS/ROC	19,634.50
HI WAY PRODUCTS INC	ROADS/MATERIALS	1,138.25
HILDRETH LANDSCAPE INC	PROF SVC - CONSERVATION	242,013.26
HOLLY COLLINS	MEETING - VA	162.18
HOLTZ SERVICE & SMALL ENGINE LLC	ROADS/PARTS	4.29 2.597.25
HORWATH LAUNDRY MACHINERY COMPANY HOTSY EQUIPMENT CO	PROF SVC - JAIL ROADS/EQUIPMENT	19,806.50
HS MEDICAL BILLING SERVICES INC	PROF SVC - PUB HEALTH	439.78
HUMAN SERVICES ADVISORY COUNCIL INC	REGISTRATION - PUB HEALTH	180.00
HY VEE INC	ACADEMY MEALS - SHERIFF	2,726.84
IMAGE TREND INC	LICENSE - EMA	4,005.00
IMAGING SPECTRUM INC	PROF SVC - RECORDER	288.42
IMT INSURANCE COMPANY	BONDING - AUDITOR	100.00
INDOFF INCORPORATED INFOSAFE SHREDDING LLC	SUPPLIES - AUDITOR PROF SVC - AUDITOR	1,149.31 732.00
INLAND TRUCK PARTS	ROADS/PARTS	919.76
IOWA ASSOCIATION OF BUILDING OFFICIALS	MEMBERSHIP - PLANNING	195.00
IOWA COMMUNITIES ASSURANCE POOL	INSURANCE - BOARD	35.00
IOWA COUNTY ATTORNEYS ASSOCIATION	REGISTRATION - CO ATTORNEY	740.00
IOWA DEPARTMENT OF TRANSPORTATION	ROADS/PARTS	774.96
IOWA MUNICIPALITIES WORKERS COMPENSATION ASSOCIATION	WORK COMP - BOARD	36,072.00
IOWA OFFICE INTERIORS IOWA PRISON INDUSTRIES	SUPPLIES - AUDITOR SUPPLIES - CONSERVATION	1,703.52 189.86
IOWA PRISON INDUSTRIES IOWA STATE ASSOCIATION OF COUNTIES	REGISTRATION - AUDITOR	225.00
IOWA STATE SHERIFFS & DEPUTIES ASSOCIATION	REGISTRATION - JAIL	3.825.00
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY	ROADS/REGISTRATION	1,275.00
IOWA WASTE SERVICES HOLDING INC	MO BILL - JAIL	3,760.30
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	3,392.31
IVAN DELGADO	MED SVC - JAIL	5,805.00
J & R LIQUOR LLC	SUPPLIES - CONSERVATION	626.03
JACKSON SERVICES INC JAMES MURRAY	SUPPLIES - B&G MEETING - VA	520.61 206.58
JAMIE/AMY CASSON	PROF SVC - SHERIFF	355.14
JANE TRIPTOW	CONDEMNATION - ROADS	1,121.00
JASON SLACK	REIMB EXP - B&G	75.46
JDW MIDWEST LLC	PROF SVC - PLANNING	14,030.81
JEANNETTE JOHNSON	REIMB EXP - BOARD	65.50
JEFFS WASH & GLO JENNIE EDMUNDSON HOSPITAL	PROF SVC - SHERIFF INPATIENT - SWIA MHDS REGION	240.00 60.75
JIM HAWK TRUCK TRAILERS INC	ROADS/PARTS	1,411.58
JODIE BECKMAN	REIMB EXP - AUDITOR	53.06
JODY MARSH	ROADS/REIMB	10.00
JOESEPH MACKENZIE	PROF SVC - CONSERVATION	45,200.00
JOHN DAY COMPANY	SUPPLIES - CONSERVATION	83.68
JOHN DEERE FINANCIAL	ROADS/PARTS PROF SVC - WEST POTT SWCD	11.54
JOHN HURD JOHN J FISCHER	MEETING - BOARD	16,025.75 480.00
JON JACOBMEIER	REIMB EXP - CO ATTORNEY	286.42
JON THOMAS	MED SVC - JAIL	7,500.00
JONES AUTOMOTIVE INC	PROF SVC - SHERIFF	135.00
JONI NIX	TRANSCRIPTS - CO ATTORNEY	56.50
JOSE GUEVARA-DIAZ	RENT ASSIST - GA	500.00
JP BORING CO JP LUMBER INC	PROF SVC - ENV HEALTH ROADS/SUPPLIES	10,096.80 773.91
KAKISH SCHMIDT AND PARTNERS	ROADS/SUPPLIES ROADS/DRUG SCREENING	50.00
KATHLEEN A COFFIN TRUST	LANDSCAPING/WATERWAY - EAST POTT SWCD	4,786.28
KAYLA SMEAL	REIMB EXP - JAIL	226.70
KIESLERS POLICE SUPPLY INC	SUPPLIES - SHERIFF	2,337.84
KONE INC	PROF SVC - JAIL	1,160.90
KRIS WOOD	REIMB EXP - WIC	99.91
KRISTINA M RICHEY KRONOS SAASHR INC	REIMB EXP - SWIA MHDS REGION PROF SVC - IT	270.52 1,259.23
KURT LARSEN	PROF SVC - TI PROF SVC - CONSERVATION	38,086.87
L & M PHARMACY CARE LLC	PRESCRIPTION - SWIA MHDS REGION	31.96
LAB SOURCE INC	SUPPLIES - JAIL	2,225.00
LANGUAGE LINE SERVICE INC	PROF SVC - JAIL	165.06
LARRY VANFOSSAN	RENT ASSIST - GA	700.00
LARSEN SUPPLY CO LAWSON PRODUCTS INC	SUPPLIES - CONSERVATION ROADS/SUPPLIES	1,060.76 178.51
LEAVENWORTH COUNTY (KS)	SVC FEES - BOARD	30.00
LEE BHM CORP	PUBLICATIONS - BOARD	9,413.21
LINDEMAN TRACTOR INC	ROADS/PARTS	942.46
LOCKTON COMPANIES	WELLNESS - BOARD	18,221.25
LOESS HILLS WOODWORKS INC	PROF SVC - CONSERVATION	2,600.00
LYNN GROBE	MEETING - VA	183.84
M&K MILLS TREE SERVICE	ROADS/UTILITIES	900.00

MAC INVESTMENTS INC	RENT - SWIA MHDS REGION	325.00
MARIA SIECK	REIMB EXP - PUB HEALTH	407.41
MARILYN KENNEDY	REIMB EXP - AUDITOR	99.69
MARNE & ELK HORN TELEPHONE COMPANY	MO BILL - COMMUNICATIONS	544.27
MARY BETH ROSKENS	REIMB EXP - SWIA MHDS REGION	227.50
MATHESON TRI GAS INC	SUPPLIES - CONSERVATION	129.32
MATTHEW REEVES MATTHEW WILBER	REIMB EXP - IT REIMB EXP - CO ATTORNEY	28.17 39.20
MATTHEW WYANT	REIMB EXP - PLANNING	280.47
MCCLURE ENGINEERING	ROADS/SERVICES	9,548.75
MEDELA LLC	SUPPLIES - WIC	1,953.84
MELISSA MEDLEY	RENT - SWIA MHDS REGION	500.00
MENARDS INC	SUPPLIES - CONSERVATION	7,725.46
METAL CULVERTS INC	ROADS/MATERIALS	36,807.20
MICHAEL BONNET	ROADS/REIMB	10.00
MICHAEL GUTTAU	MEETING - VA	50.00
MICHAEL JONES	MEETING - BOARD	160.00
MICHAEL TODD & COMPANY INC	ROADS/PARTS	953.00
MICROFILM IMAGING SYSTEMS INC	PROF SVC - AUDITOR	2,475.25
MID AMERICA CLEANING SYSTEMS INC	ROADS/SUPPLIES - UNDERWOOD	117.50
MIDAMERICAN ENERGY COMPANY MIDLANDS HUMANE SOCIETY	MO BILL - B&G CONTRACT - ANIMAL CONTROL	30,876.46 7,335.28
MIDWEST AUTOMATIC FIRE SPRINKER	PROF SVC - JAIL	2,034.88
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - JAIL	119.45
MIDWEST MENTAL HEALTH	MED SVC - SWIA MHDS REGION	51.68
MIDWEST SPECIAL SERVICES INC	TRANSPORT - JAIL	3.588.85
MILLS COUNTY (IA)	SVC FEES - BOARD	35.00
MITCHELL KAY	REIMB EXP - BOARD	50.17
MITCHELL ROLLINS	ROADS/REIMB	10.00
MMB LLC	ROADS/PARTS	383.78
MOLLY BROWN	REIMB EXP - SWIA MHDS REGION	467.67
MONARCA ENTERPRISE LLC	RENT - SWIA MHDS REGION	1,900.00
MONONA COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	708.60
MONTGOMERY COUNTY (IA) MORPHO USA INC	TRANSPORT - SWIA MHDS REGION	175.50 6.012.00
MOSAIC	PROF SVC - JAIL RENT /SUPPORT SVC - SWIA MHDS REGION	2,183.60
MUCK INC	WELL CLOSURE - ENV HEALTH	500.00
MYRA NIXON	REIMB EXP - RECORDER	72.12
NAN SAMS	ELECTION WORK - AUDITOR	200.00
NATIONAL ASSOCIATION OF COUNTIES	MEMBERSHIP - BOARD	1,863.00
NATIONAL MEDICAL SERVICES INC	MED SVC - MED EXAMINER	350.00
NATIONAL SAFETY COUNCIL	MEMBERSHIP - HR/RISK	499.00
NATIONAL SKI PATROL SYSTEM - ROCKY MOUNTAIN DIVISION	SUPPLIES - CONSERVATION	161.27
NCH CORPORATION	PROF SVC - B&G	375.84
NEBRASKA IOWA INDUSTRIAL FASTENERS CORP	SUPPLIES - CONSERVATION	59.75
NEWMAN SIGNS INC	ROADS/MATERIALS	11,321.70
NICHOLAS KERKMAN NISHNA PRODUCTIONS INC	RENT ASSIST - GA VOC/DAY HAB,RENT,COMM LIVING - SWIA MHDS REGION	500.00
NISHNABOTNA VALLEY RURAL ELECTRIC COOPERATIVE	ROADS/UTILITIES	14,218.95 1,512.23
NMC GROUP INC	ROADS/SERVICE - 118	2,501.29
NORA EVANS	REIMB EXP - PUB HEALTH	146.01
NORTH IOWA JUVENILE DETENTION SERVICES	TRANSPORT - SWIA MHDS REGION	335.67
NSG LOGISTICS LLC	ROADS/MATERIALS - HANCOCK	85,950.35
ODEN ENTERPRISES INC	ROADS/MATERIALS	45,564.48
OMAHA COMPOUND COMPANY	SUPPLIES - JAIL	16,986.86
OMAHA SLINGS INC	ROADS/SUPPLIES	243.66
OMAHA TRUCK CENTER COMPANY INC	ROADS/PARTS	3,946.75
OMAHA WINDUSTRIAL COMPANY	SUPPLIES - CONSERVATION	901.90
OMG MIDWEST INC	ROADS/MATERIALS	34,986.00
OMNI CENTRE LLC	RENT - WIC	1,983.00
ONEILL TRUCKING LLC OPD BUSINESS SOLUTIONS	SUPPLIES - CONSERVATION SUPPLIES - DHS	3,996.54 2,046.22
OPTIMAE LIFESERVICES INC	SUPPORT SVC - SWIA MHDS REGION	12,562.44
OPTIMIZED SYSTEMS LLC	PROF SVC - NON-DEPARTMENTAL	11,947.50
OTIS ELEVATOR COMPANY	PROF SVC - B&G	6,494.25
OVERLAND MHP 2 LLC	RENT ASSIST - GA	550.00
PAGE COUNTY (IA)	PRESCRIPTION - SWIA MHDS REGION	63.25
PAMELA JANE BRÝEN	REFUND - SHERIFF	25.00
PARTNERSHIP FOR PROGRESS INC	PROF SVC - SWIA MHDS REGION	681.45
PATRICIA SCHROEDER TRUST	LANDSCAPING/WATERWAY - EAST POTT SWCD	4,786.27
PATRICK SONDAG	REIMB EXP - CO ATTORNEY	200.00
PETER SOBY	PROF SVC - CO ATTORNEY	1,200.00
PHEASANTS FOREVER INC	PROF SVC - NON-DEPARTMENTAL	4,464.50
PIERCE PUMP INC	PROF SVC - CONSERVATION	254.52
PIKES REPORTING COMPANY LLC PILLAR PROPERTY MANAGEMENT LLC	TRANSCRIPTS - CO ATTORNEY RENT ASSIST - GA	366.00 1,150.00
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	PROF SVC - DHS	574.17
POMPS TIRE SERVICE INC	ROADS/TIRES	12,860.16
POPCO INC	MO BILL - PUB HEALTH	46.00
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	INDIRECT COST - WIC	4,310.23
POTTAWATTAMIE COUNTY AUDITOR	QTRLY BILLING - SWIA MHDS REGION	549,052.00
POTTAWATTAMIE COUNTY IT DEPARTMENT	REIMB LICENSE - SWIA MHDS REGION	558.90
POTTAWATTAMIE COUNTY SHERIFF	TRANSPORT - BOARD	14,192.67
POTTAWATTAMIE COUNTY TREASURER	ROADS/UTILITIES	48.00
POWERDMS INC	SUBSCRIPTION - SHERIFF	3,339.00
PRECISION DYNAMICS CORPORATION	SUPPLIES - JAIL	457.12
PREMIUM VELOCITY AUTO LLC	PROF SVC - SHERIFF	678.12
QUADIENT INC R & S WASTE DISPOSAL LLC	POSTAGE - VARIOUS ROADS/UTILITIES	2,500.00 934.55
IN A O MAD LE DIOI COME LEC	NOADO/OTILITIES	504.00

RADIOLOGY CONSULTANTS PC	MED SVC - JAIL	155.40
RAFAEL RODRIGUEZ	REIMB EXP - IT	7.86
RDO TRUCK CENTER LLC	ROADS/PARTS	432.79
RED OAK WELDING SUPPLIES	ROADS/RENT	408.99
REDWOOD TOXICOLOGY LABORATORY INC REED SERVICES INC	MED SVC - JAIL PROF SVC - ENV HEALTH	10.00 360.00
REGIONAL WATER INC	MO BILL - CONSERVATION	735.00
RENE STROUD	REIMB EXP - CONSERVATION	161.52
REPORTING SERVICES LLC	TRANSCRIPTS - CO ATTORNEY	1,144.00
REX PHARMACY INC	PRESCRIPTION - SWIA MHDS REGION	13.68
RICHARD HIATT	REIMB EXP - SHERIFF	156.20
RICOH USA INC	PROF SVC - DHS	1,492.23
RIVERBEND APARTMENTS LLC	RENT ASSIST - GA	1,000.00
RONALD JAMES CISAR	PRESENTER - CONSERVATION	750.00
RONALD LAINSON	ROADS/UTILITIES - HANCOCK	328.00
ROSANNA THURMAN	PROF SVC - SHERIFF	520.00
ROXANNE HESTER	ELECTION WORK - AUDITOR	125.00
S & L SANITATION ENTERPRISES INC	MO BILL - CONSERVATION	124.00
SAC COUNTY (IA)	SVC FEES - BOARD	77.30
SAFEHIRING SOLUTIONS	LICENSE FEE - SHERIFF	250.00
SAM ASHER COMPUTING SERVICES INC	MO BILL - IT	223.59
SANDAU BROTHERS SIGN COMPANY INC	PROF SVC - ENV HEALTH	440.00
SAWIN CREATIONS INC SCHILDBERG CONSTRUCTION COMPANY INC	EQUIP - CONSERVATION ROADS/ROCK	7,254.59 294,735.11
SCHULTZ ENTERPRISES INC	PROF SVC - CONSERVATION	11,350.00
SCOTT BELT	REIMB EXP - BOARD	338.64
SECURITY EQUIPMENT INC	PROF SVC - B&G	1,138.74
SELDIN PROPERTIES	RENT ASSIST - GA	500.00
SENTRY SECURITY FASTENERS INC	PROF SVC - JAIL	3,704.00
SERVICE AND REPAIR LLC	PROF SVC - JAIL	306.95
SF APARTMENTS LLC	RENT ASSIST - GA	299.95
SHANE M POHLMAN	RENT ASSIST - GA	1,000.00
SHANE SMITH	ROADS/REIMB	175.00
SHELBY COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	247.72
SHELBY MAX ENGLAND	MEETING - BOARD	120.00
SHELLEY WELTER	REIMB EXP - SWIA MHDS REGION	443.10
SHELLY HOVEY	REIMB EXP - SWIA MHDS REGION	226.70
SHIVE HATTERY INC	PROF SVC - CONSERVATION	3,500.00
SKI TEACHING PRODUCTS LLC	SUPPLIES - CONSERVATION	504.00
SMART WAVE TECHNOLOGIES LLC	PROF SVC - IT	200.00
SMITH DAVIS INSURANCE INC	INSURANCE - BOARD	16,259.99
SMV BLUFFS APARTMENTS SNYDER & ASSOCIATES INC	RENT ASSIST - GA	1,000.00
SONYA KENNEDY	RAILROAD HWY TRL - CONSERVATION TRANSCRIPTS - CO ATTORNEY	15,818.47 95.00
SOUTHWEST IOWA JUVENILE EMERGENCY SERVICES	QTRLY BILL - BOARD	324,778.89
SOUTHWEST IOWA JOVENILE EMERGENCY SERVICES SOUTHWEST IOWA FAMILIES INC	MED SVC - SWIA MHDS REGION	216.32
SOUTHWEST IOWA PLANNING COUNCIL	TRANSPORT - SWIA MHDS REGION	2.422.60
SPEE DEE DELIVERY SERVICE INC	PROF SVC - DHS	517.65
ST LUKES HEALTH RESOURCES	ROADS/DRUG SCREENING	126.00
STA BILT CONSTRUCTION CO INC	ROADS/MATERIALS	1,387.25
STAPLES CONTRACT & COMMERCIAL INC	SUPPLIES - DHS	15.49
STAPLES INC	SUPPLIES - CO ATTORNEY	934.78
STAPLES INC	SUPPLIES - WIC	182.45
STATE OF IOWA	MED SVC - MED EXAMINER	29,776.89
STATE OF IOWA	QTRLY BILLING - COMMUNICATIONS	9,819.00
STATE OF IOWA DEPARTMENT OF INSPECTIONS AND APPEALS	PROF SVC - JAIL	1,215.00
STATE OF IOWA EDUCATION IOWA PUBLIC BROADCASTING DIVISION	RENT - COMMUNICATIONS	1,264.86
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	561.50
STEARNS CONRAD AND SCHMIDT CONSULTING ENGINEERS INC	PROF SVC - ENV HEALTH	2,092.31
SUNDQUIST ENGINEERING PC SUSAN MILLER	DRAINAGE - 2019 FLOOD - SOUTH NOBLE - PROF SVC REIMB EXP - BOARD	40.50 297.37
SUSANN CONLON	PROF SVC - CONSERVATION	420.00
SUZANNE WATSON	REIMB EXP - SWIA MHDS REGION	420.00 242.75
SYMBOLARTS LLC	SUPPLIES - SHERIFF	5,360.50
SYMPHONY DIAGNOSTIC SERVICES NO 1	MED SVC - JAIL	1,000.00
SYNCHRONY BANK	SUPPLIES - JAIL	594.35
SYSCO LINCOLN INC	SUPPLIES - CONSERVATION	6,189.40
TALACKO SAFETY SOLUTIONS LLC	SUPPLIES - CONSERVATION	3,499.75
TANNER SCHRAMM	PROF SVC - CONSERVATION	450.00
TECHNOALPIN USA INC	EQUIP - CONSERVATION	224,629.58
TENEX SOFTWARE SOLUTIONS INC	PROF SVC - AUDITOR	1,750.00
TERESA SCHULTZ	REIMB EXP - SHERIFF	73.12
THE CHIEFTAIN LLC	RENT ASSIST - GA	1,181.00
THE COMMUNITY SUPPORTS NETWORK INC	RENT - SWIA MHDS REGION	53.45
THE FILTER SHOP INC	SUPPLIES - B&G	108.87
THE PRIDE GROUP INC THE RADAR SHOP INC	RCF - SWIA MHDS REGION PROF SVC - SHERIFF	16,686.60 2,598.00
THE RADAR SHOP INC THERMO KING CHRISTENSEN	SUPPLIES - CONSERVATION	2,598.00 294.63
THIELE GEOTECH INC	ROADS/ROC	6,502.50
THINK SPACE IT	PROF SVC - IT	10,522.58
TIMEKEEPING SYSTEMS INC	PROF SVC - JAIL	3,618.03
TIMOTHY WICHMAN	REIMB EXP - BOARD	515.27
TINA POLLY	RENT ASSIST - GA	500.00
TORYANN CROZIER	PROF SVC - CONSERVATION	335.00
TOTAL MAINTENANCE SOLUTIONS SOUTH INC	PROF SVC - JAIL	4,408.36
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - SHERIFF	75.00
TRAVIS MILLER	LANDSCAPING - WEST POTT SWCD	15,843.28
TREASURER OF STATE OF IOWA	MED SVC - SWIA MHDS REGION	16,240.16
TRITECH SOFTWARE SYSTEMS	PROF SVC - IT	142,206.26

TROY PLAMBECK	PROF SVC - CONSERVATION	750.00
TW VENDING INC	SUPPLIES - JAIL	1,504.23
ULINE INC	SUPPLIES - B&G	4,315.03
UMB BANK NA	BOND - DBT SVC	750.00
UNDERWOOD FARM SUPPLY LLC	ROADS/FUEL	140.00
UNITED SEEDS INC	ROADS/MATERIALS	1,693.48
UNITED STATES CELLULAR CORPORATION	MO BILL - COMMUNICATIONS	943.45
UNITED STATES CELLULAR CORFORATION UNITED STATES POSTAL SERVICE	PERMIT - DHS	2.528.00
		,
US BANK NATIONAL ASSOCIATION	MO BILL - EMA	2,310.62
US POSTAL SERVICE (QUADIENT)	POSTAGE - TREASURER	13,000.00
VALLEY VIEW VETERINARY CLINIC PLLC	PROF SVC - ANIMAL CONTROL	50.00
VERIZON COMMUNICATIONS INC	MO BILL - SHERIFF	13,379.74
VERIZON CONNECT FLEET USA LLC	ROADS/UTILITIES	1,685.72
VISUAL EDGE INC	ROADS/SUPPLIES - CENTRAL	48.19
VOCATIONAL DEVELOPMENT CENTER INC	COMM LIVING - SWIA MHDS REGION	17,136.50
VOICE & DATA SYSTEMS INC	PROF SVC - PUB HEALTH	31,524.70
W W GRAINGER INC	ROADS/SUPPLIES	56.14
WAUBONSIE MENTAL HEALTH CENTER	PSS - SWIA MHDS REGION	3.750.00
WEILAGE PROPERTY MANAGEMENT LLC	RENT ASSIST - GA	500.00
WESLEY HENDERSON	PROF SVC - VA	730.00
WEST CENTRAL COMMUNITY ACTION	RENT - WIC	670.00
WEST POTTAWATTAMIE COUNTY AGRICULTURAL EXTENSION DISTRICT	REGISTRATION - CONSERVATION	360.00
WEST PUBLISHING CORPORATION	PROF SVC - CO ATTORNEY	4,957.39
WESTERN ENGINEERING COMPANY INC	ROADS/MATERIALS	10,589.16
WESTLAKE HARDWARE INC	SUPPLIES - SHERIFF	149.55
WEX BANK	ROADS/FUEL	26.953.11
	MO BILL - SHERIFF	40.76
WINDSTREAM HOLDINGS INC		
WOODHOUSE FORD CHRYSLER	PROF SVC - CONSERVATION	290.21
YLONDA MAGUIRE	REIMB EXP - SWIA MHDS REGION	940.84
ZACHARIAH KAHLE	PROF SVC - ENV HEALTH	1,500.00
ZACHARIE NORMAN	REIMB EXP - SHERIFF	71.10
ZION RECOVERY SERVICES INC	CSRS - SWIA MHDS REGION	68,495.77
ZOHO CORPORATION	SUBSCRIPTION - IT	529.00
		4,188,324.81
	Fund Summary	
	Fund	Payment Amount
	0001 - GENERAL BASIC FUND	753,622.97
	0002 - GENERAL SUPPLEMENTAL FUND	415,036.75
	0003 - GAMBLING RESOURCES FUND	20,116.00
	0005 - WIC/FEDERAL FUNDING FUND	9,446.37
	0011 - RURAL SERVICES BASIC FUND	46,604.96
	0019 - PROPERTY ACQUISITION/IMPROVEMENT/MAINTENANCE F	306.25
	0020 - SECONDARY ROADS FUND	699.600.53
	0023 - REAP FUND	1,368.00
	0027 - CO CONSERV LAND ACQ	13,623.04
	0036 - LOST SOIL CONS WEST FUND	27,530.03
	0037 - LOST SOIL CONS EAST FUND	12,122.55
	0042 - AMERICAN RESCUE PLAN ACT (ARPA)	50,409.98
	0046 - WEST SWCD/POTT CO STRUCTURES FUN	22.805.34
	1630 - BOND SERIES 2021A CAPITAL FLIND	22,805.3 4 18 733 86
	1030 - BUND SERIES 202TA CAPITAL FUND	18 7.33 86

1630 - BOND SERIES 2021A CAPITAL FUND

1640 - BOND SERIES 2021B CAPITAL FUND

4000 - EMER MANAGEMENT SERVICE FUND

1935 - 2021C ROADS CAPITAL PROJECT FUND

1650 - BOND SERIES 2022 CAPITAL FUND

2210 - BOND SERIES 2018 DEBT FUND

2250 - BOND SERIES 2022 DEBT FUND

4010 - E911 FUND

6000 - DRAINAGE

4155 - MHDS REGION FUND

8000 - CRESCENT RIDGE SKI HILL

18,733.86

17,892.50

36,610.40

12,661.00

15,520.11

21,246.67

18,444.10

670,693.78 4,188,324.81

1,303,179.62

500.00

250.00

Scheduled Sessions

John Fischer/Trustee Clerk, Neola Township

Discussion and/or decision to hold more than 3 meetings for Neola Township.

Paula Hazelwood/CEO and Shalimar Mazetis/Manager, Rural Development, Advance Southwest Iowa Corporation

Presentation and brief update from Advance Southwest lowa Corporation on activity update.

John Rasmussen/Engineer

Discussion and/or decision to approve and authorize the Board to sign Resolution No. 11-2024, a Joint Project agreement for the Construction of a Pedestrian Trail along Eastern Hills Drive.

RESOLUTION 11-2024

RESOLUTION TO APPROVE AND AUTHORIZE THE CHAIRPERSON TO SIGN A "JOINT PROJECT AGREEMENT FOR THE CONSTRUCTION OF A PEDESTRIAN TRAIL ALONG EASTERN HILLS DRIVE"

<u>WHEREAS</u>, Pottawattamie County has purchased and is improving a property for municipal use within the City of Council Bluffs on Eastern Hills Drive, and

<u>WHEREAS</u>, the City of Council Bluffs requires sidewalk construction at the time of property development, and

<u>WHEREAS</u>, the current density of development makes continuous sidewalk or trail construction unfeasible at this time, and

WHEREAS, Iowa Code Chapter 28E authorizes the joint exercise of governmental powers, and

WHEREAS, the City of Council Bluffs will determine when the pedestrian trail is to be constructed given future development and growth in the area.

NOW THEREFORE BE IT RESOLVED, the Pottawattamie County Board of Supervisors authorizes the Chairperson to sign the "Joint Project Agreement for the Construction of a Pedestrian Trail along Eastern Hills Drive".

Dated this 16th day of January, 2024.

ROLL CALL VOTE AYE NAY **ABSTAIN ABSENT** 0 0 0 0 Susan Miller, Chairperson 0 0 0 0 Scott Belt 0 0 0 Tim Wichman Ο 0 0 0 Brian Shea 0 0 0 0 Jeff Jorgensen ATTEST:

Melvyn Houser, County Auditor

JOINT PROJECT AGREEMENT FOR THE CONSTRUCTION OF A PEDESTRIAN TRAIL ALONG EASTERN HILLS

WHEREAS, Pottawattamie County has purchased and is improving a property for municipal use within the City of Council Bluffs on Eastern Hills Drive, and

WHEREAS, the City of Council Bluffs requires sidewalk construction at the time of property development, and

<u>WHEREAS</u>, the current density of development makes continuous sidewalk or trail construction unfeasible at this location at this time, and

<u>WHEREAS</u>, Iowa Code Chapter 28E authorizes the joint exercise of governmental powers.

NOW THEREFORE BE IT RESOLVED

- 1. Nothing within the context of this agreement shall be construed to transfer any liability from the City to the County or the County to the City.
- 2. Pottawattamie County and the City of Council Bluffs do hereby enter into this agreement for the County to pay actual construction costs of an approximately 700 foot section of trail along the Eastern Hills Road frontage of Parcel Number 754326151004.
- 3. The City shall notify the County of trail construction during the planning stage, provide an updated cost estimate, and a letting date of the construction contract such that the County may budget appropriately.
- 4. The Estimated cost of the work as of January 2024 is \$42,310.80; the County shall make payment of actual costs within 30 days of invoice.
- 5. The City agrees to administer this agreement and project.
- 6. This Agreement shall terminate when the project has been completed and all funds due to the City from the County have been paid.
- 7. The Chair of the Pottawattamie County Board of Supervisors and the Mayor of the City of Council Bluffs agree to execute this Agreement with their signatures being attested to by the Pottawattamie County Auditor and Council Bluffs City Clerk, respectively.
- 8. This Agreement may be amended by mutual consent of all parties hereto. Any amendments shall be made in writing and shall be approved by the Chair of the Pottawattamie County Board of Supervisors and the Mayor of the City of Council Bluffs, with their signatures to be attested to by the Pottawattamie County Auditor and Council Bluffs City Clerk, respectively.

Dated this	of, 2	2024	
	Mayor, C	City of Council Bluffs	
Attest:			
City Clerk			
Dated this	day of	2024.	
		n, Board of Supervisors	
	Chairma	n, Board of Supervisors	
Attest:			
Pottawattamie Count	ty Auditor		

John Rasmussen/Engineer

Discussion and/or decision to approve and authorize the Board to sign Resolution No. 12-2024, to modify the 2024 Secondary Roads Five Year Program.

RESOLUTION NUMBER 12-2024

A RESOLUTION TO MODIFY THE 2024 COUNTY FIVE YEAR PROGRAM (CYFP)

WHEREAS, unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program requiring changes to the sequence, funding, and timing of the proposed work plan.

WHERAS, the Board of Supervisors of Pottawattamie County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2024), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

WHEREAS, the following projects shall be ADDED to the Program's Accomplishment year:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Total
L-2022-(240)73-78 240th Street Paving 47271	On 240TH Street, from Aspen Road N 0.8 miles to Pioneer Trail	61 0.800 miles	366 HMA Paving	Local \$1,000,000
L-2022-(Dumfries)73- 78 Dumfries Avenue Paving 52716	On DUMFRIES AVE, from Aspen Road N 0.7 miles to Pioneer Trail Tied to TPMS 47271	57 0.700 miles	366 HMA Paving	Local \$1,000,000

WHEREAS, the following projects shall be MODIFIED as follows:

Project	Project Location	AADT	Type	Modification	Total
Number Name	Description of Work	Length	of		
Project ID	_	Bridge	Work		
		ID	Fund		
HDP-C078()	On MAGNOLIA RD,	25	320	Project Number	\$5,500,000
6B-78 Norwalk	Over Mosquito Creek,	0.930	Bridges	updated removed	
15 Bridge /	from 260TH E 1 mile	miles	FA	200,000 Local dollars	
G30	Magnolia Road West of	45320		from 2024 removed	
Reconstruction	Railroad Highway is			300,000 FM dollars	
47266	included in the project			from 2024 added	
	limits to allow for			600,000 FM dollars to	
	intersection			2025 removed	
	improvements at RR			3,500,000 Special	
	Hwy as needed. Project			dollars from 2024	
	includes the new			added 500,000 Special	
	roadway pavement, as			dollars to 2025	
	well as the Norwalk 15			removed 1,500,000 FA	
	Bridge replacement.			dollars from 2024	
				added 4,400,000 FA	
				dollars to 2025	

NOW THEREFORE BE IT RESOLVED, by the Board of Supervisors of Pottawattamie County, Iowa, that the Board hereby authorizes the aforementioned additions and modifications to the 2024 County Five Year Program.

Dated this 16th day of January, 2024.

	AYE	ROLL NAY	CALL VO ABSTAIN	T E ABSENT
Susan Miller, Chairperson	0	0	0	0
Scott Belt	0	0	0	0
Tim Wichman	0	0	0	0
Brian Shea	0	0	0	0
Jeff Jorgensen	0	0	0	0
ATTEST:				_

Melvyn Houser, County Auditor

John Rasmussen/Engineer

Discussion and/or decision to approve and authorize the Board Chair to sign the last page of the final voucher for project STBG-SWAP-C078(201)- - FG-78.

11010101	

Iowa Department of Transportation CONTRACT CONSTRUCTION PROGRESS VOUCHER

STBG-SWAP-C078(201)--FG-78 PAMA Pavement - New/Replace/Widen POTTAWATTAMIE COUNTY ENGINEER

PAGE 1

036760

Voucher No. 18

DATE LAST VOUCHER | 03 -02 -23 |

FINAL

THIS VOUCHER DID-DID-7-2

	DAYS WORKED RET. %	31 4000111	MO. DAY YE	inis vou	MO. DAY YR.		
TO DATE	LAST VOUCH. AUTH.						
1395	139.5 135.5 3.000 Contractor	No.	48600 WES	TERN ENGINE	ERING CO INC	HARLAN, IA	
ITEM NO.	QUANTITY AWARDED QUANTITY AUTHORIZED WEATONE ITEM DESCRIPTION	FCT.		RURAL ARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	21594.300 21594.300 Cubic Yo	410	Compl. Last Voucher	000	21594300	000	000
0010	EXCAVATION, CL 10, RDWY+BORROW		TOTAL TO DATE		210011000	1000	1
	938.600 938.600 Cubic Yo	410	Compl. Last Voucher	000	98000	000	000
0020	EXCAVATION, CL 13, WASTE		TOTAL TO DATE	1		1000	1
	4182.400 4182.400 Cubic Yo	410	Compl. Last Voucher	000	4182400	000	000
0030	TOPSOIL, STRIP, SALVAGE+SPREAD		TOTAL TO DATE			1	1
	211.600 211.600 Cubic Yo	410	Compl. Last Voucher	000	211600	000	000
0040	COMPACT BACKFILL ADJ TO BRDG/CULV/STRU CT		TOTAL TO DATE		21,1600	1	000
	110866.500 140665.170 Sq Yard	410	Compl. Last Voucher	000	140665170	000	000
0050	SUBGRADE STABIL MAT'L, POLYMER GRID		TOTAL TO DATE				1
	25457.900 31543.500 Cubic Yo	410	Compl. Last Voucher	000	31543500	000	000
0060	MODIFIED SUBBASE		TOTAL TO DATE		9.9.9900	1	000
	9596.700 6767.560 Ton	410	Compl. Last Voucher	000	6767560	000	000
0070	GRANULAR SHLD, TYPE B		TOTAL TO DATE		9.01		000
	620.800 620.800 Station	441	Compl. Last Voucher	000	620800	000	000
0800	SHLD CONSTRUCTION, EARTH		TOTAL TO DATE		920 900		000
	5.900 5.900 Miles	441	Compl. Last Voucher	000	5900	000	000
0090	CLEAN+PREPARATION OF BASE		TOTAL TO DATE				1000
the lowa	that the work items shown herein are just and unpaid, and Department of Transportation specifications for this project, kimum hours of labor and minimum wages have been complie	including d with.	all requirements	1	ANT'S CERTIFICATION (Required for Final Payme	ent Only)
SIGNATURES	REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FO	OR FINAL P	AYMENT AS APPLICABL	<u>:</u>		the	
1. DATE	PROJECT ENGINEER CERTIFICATION			for		/contractors	46. 4. 4.
DATE	CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL T is not involved in this Farm to Market project.			items shown herei Transportation spec	n are just and unpaid, an ifications for this project, wages have been complied	d that the requirements of including all requirements a	ertify that the work the lowa Department of s to maximum hours of
3. DATE	DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DI	RECTOR AP	PROVAL	labot and millimum	wayes nave been complied	WITH.	
Proj	ject records reviewed. ject approved for payment. ACTION FOR HOURS AND LARGE APPLIES ONLY TO SERVE APPLICATION.	igineers c	commend payment ertification.	DATE	SIGNED	CLAIMANT (CONTRACTOR)	



Contract	<u>036</u> 760

(%)	lowal	Dep	artment CONSTRUCTION	of	Transpo	rtation
	CONTRA	ACT	CONSTRUCTION	NC	PROGRESS	VOUCHER

STBG-SWAP-C078(201)FG-78	PAGE	2
HMA Pavement - New/Replace/Wi	den	_
DOTTAWATTAMIE COUNTY ENGINEED		

Voucher No. 18

Voucher N	No18				POTTAWAT	TAMIE COUNTY	ENGINEER
	DATE LAS	T VOUCH	ER 03 -02 -2	THIS VOL	JCHER OLD - CLO- 23		
	DAYS WORKED RET. %		MO. DAY	YR.	MO. DAY YR.		
TO DATE	LAST VOUCH. AUTH.						
139,5	139.5 135.5 3.000 Contractor	No.	<u>48600 WE</u>	STERN ENGINE	EERING CO INC	HARLAN, IA	
NO.	QUANTITY AWARDED QUANTITY AUTHORIZED MEASURE ITEM DESCRIPTION	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICPATING
	10.000 10.000 Each	441	Compl. Last Voucher	000	10000	1000	
0100	RELOCATION OF MAIL BOX		TOTAL TO DATE		10000	1000	000
	18764.770 20561.860 Ton	442	Compl. Last Voucher	000	20561860	000	
0110	HMA ST BASE, 3/4"		TOTAL TO DATE		2030 1 860	000	000
	7043.370 7043.370 Ton	442	Compl. Last Voucher	000	7701810	000	
0120	HMA ST INTERMEDIATE, 1/2"		TOTAL TO DATE	1000	7701 810	000	000
	7008.490 7008.490 Ton	442	Compl. Last Voucher	000	7928370	000	000
0130	HMA ST SURF, 1/2", NO FRIC	112	TOTAL TO DATE	1000	7920370	000	000
	1969.000 1969.000 Ton	442	Compl. Last Voucher	000	1930080	000	000
0140	ASPH BINDER, PG 58-28S		TOTAL TO DATE	1	1930 080	1000	000
	7500.000 7500.000 Lump Sum	442	Compl. Last Voucher	000	7500000	000	000
0150	HMA PAV'T SAMPLE	1.12	TOTAL TO DATE	1	7 300 000	1	000
	16408.000 16408.000 Each	442	Compl. Last Voucher	000	26641740		000
160	PAY ADJ I/D-HMA MIXTURE LABORATORY VOI		TOTAL TO DATE	1	2004 11/ 40	000	000
	16408.000 16408.000 Each	442	Compl. Last Voucher	000	43460040	000	000
170	PAY ADJ I/D-HMA MIXTURE FIELD VOIDS	772	TOTAL TO DATE		43460 040	000	000
	20342.000 20342.000 Each	444	Compl. Last Voucher	000	13550000	000	000
180	PAY ADJ I/D-HMA PAV'T SMOOTHNESS		TOTAL TO DATE	1	13330 000	000	000
he lowa	that the work items shown herein are just and unpaid, and Department of Transportation specifications for this project, imum hours of labor and minimum wages have been complied	including	requirements of	f CLAIMA	ANT'S CERTIFICATION (R	equired for Final Paymo	ent Only)
IGNATURES	REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FO	R FINAL PA	AYMENT AS APPLICA	BLE. I,		he	
DATE	PROJECT ENGINEER CERTIFICATION			- for		770 37 0 000	
DATE DOT	CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL is not involved in this Farm to Market project.	-		iransportation spec	in are just and unpaid, and ifications for this project, wages have been complied	that the requirements of including all requirements a	ertify that the work the lowa Department of as to maximum hours of
DATE	DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DI ect records reviewed.	RECTOR API	PROVAL	-	wages have been complied	with.	
	ect records reviewed. ect approved for payment. based on the project en	ewed. Ke aineers c	commend paymen	DATE	SIGNED	CLAIMANT (CONTRACTOR)	
	TION FOR HOURS AND LABOR APPLIES DNLY TO FEDERAL PARTICIPATING	PROJECT.	J IDGETOTE		SIGNED	ACTUMENT (CONTINUE TON)	

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(2)	Iowa Dej	partment of CONSTRUCTION	Transpo	rtation
3	CONTRACT	CONSTRUCTION	PROGRESS	VOUCHER

STBG-SWAP-C078(201)--FG-78 PAHMA Pavement - New/Replace/Widen
POTTAWATTAMIE COUNTY ENGINEER

PAGE 3

Voucher No. ____18 DATE LAST VOLICHER 03 -02 -23 |

TO DATE	DAYS WORKED RET. %	ST VOUCH	MO. DAY	YR. THIS VO	UCHER OLO OLO - Z.3 MO. DAY YR.		
139,F	139.5 135.5 3.000 Contractor	No.	48600 WI	ESTERN ENGIN	EERING CO INC	HARLAN, IA	
ITEM NO.	QUANTITY AWARDED QUANTITY AUTHORIZED MEASURE ITEM DESCRIPTION	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
0.4.00	33.100 33.100 Cubic Yo	430	Compl. Last Voucher	000	33100	000	000
0190	EXCAVATION, CL 20, RDWY PIPE CULV		TOTAL TO DATE				
	14.000 14.000 Each	420	Compl. Last Voucher	000	14000	000	000
0200	APRON, SAFETY SLOPE, 18"		TOTAL TO DATE				1
2010	19.000 19.000 Each	420	Compl. Last Voucher	000	19000	000	000
0210	APRON, SAFETY SLOPE, 24"		TOTAL TO DATE			1999	<u> 000</u>
	9.000 9.000 Each	420	Compl. Last Voucher	000	9000	000	000
0220	APRON, SAFETY SLOPE, 30"		TOTAL TO DATE			1	1
	6.000 6.000 Each	420	Compl. Last Voucher	000	6000	000	000
0230	APRON, SAFETY SLOPE, 36"		TOTAL TO DATE				
	1.000 1.000 Each	420	Compl. Last Voucher	000	1000	000	000
0240	APRON, SAFETY SLOPE, 42"		TOTAL TO DATE				1
	2.000 2.000 Each	420	Compl. Last Voucher	000	2000	000	000
0250	RMV+REINSTALL METAL APRON LE 36"		TOTAL TO DATE			000	1
	218.000 218.000 Linr Ft	420	Compl. Last Voucher	000	218000	000	000
0260	CULV, CMP ENT, 18"		TOTAL TO DATE				1
2070	312.000 312.000 Linn Ft	420	Compl. Last Voucher	000	314000	000	000
0270	CULV, CMP ENT, 24"		TOTAL TO DATE				1000
the lowa l as to maxi	that the work items shown herein are just and unpaid, and Department of Transportation specifications for this project, mum hours of labor and minimum wages have been complied REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FO	including	all requirement	s CLAIMA	ANT'S CERTIFICATION (R	equired for Final Payme	ent Only)
ı.			THERE HE ALLER	1,		the	
DATE	PROJECT ENGINEER CERTIFICATION			for			
DATE	CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL is not involved in this Farm to Market project.			i i alisportation spec	in are just and unpaid, and difications for this project,	that the requirements of	ertify that the work the lowa Department of s to maximum hours of
DATE	DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DI act records reviewed. Project records not revi	RECTOR APP	ROVAL	- labor and minimum	wages have been complied	with.	
Proje	ct approved for payment. based on the project en	gineers co	commena paymer ertification.	DATE	SIGNED	CLAIMANT (CONTRACTOR)	
CERTIFICA	TION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING	PROJECT.			VISITO	SECONDATE (CONTRACTOR)	



Contract	 <u>036</u> 760

8	lowa	Dep	partment of CONSTRUCTION	f Transp	ortation
	CONTRA	ACT	CONSTRUCTION	PROGRESS	VOUCHER

STBG-SWAP-C078(201)FG-78	PAGE	4
HMA Pavement - New/Replace/Wie	den	
POTTAWATTAMIE COUNTY ENGINEER		

Voucher No. 18

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	DAYS WORKED DATE LAS	a vouch	MO. DAY	YR. THIS VOL	JCHER MO. DAY YR.		
TO DATE	LAST VOUCH. AUTH. RET. %						
1395		No.	48600 WE	STERN ENGINE	EERING CO INC	HARLAN, IA	
ITEM NO.	QUANTITY AWARDED QUANTITY AUTHORIZED WEATORE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	188.000 188.000 Line Ft	420	Compl. Last Voucher	000	188000	000	000
0280	CULV, CMP ENT, 30"		TOTAL TO DATE			1	1
	124.000 124.000 Line Ft	420	Compl. Last Voucher	000	124000	000	000
0290	CULV, CMP ENT, 36"		TOTAL TO DATE		12.1000	000	
	67.000 67.000 Line Ft	420	Compl. Last Voucher	000	67000	000	000
0300	CULV, CMP RDWY, 24"		TOTAL TO DATE		071000	1	1
	38.000 38.000 Line Ft	420	Compl. Last Voucher	000	38000	000	000
0310	CULV, CMP RDWY, 30"		TOTAL TO DATE		30,000	000	1
	12.000 12.000 Line Ft	420	Compl. Last Voucher	000	12000	000	000
0320	CULV, CMP RDWY, 42"		TOTAL TO DATE		12000	1000	1000
	42.000 42.000 Line Ft	418	Compl. Last Voucher	000	42000	000	000
0330	STORM SWR ABANDONMENT, FILL+PLUG, GT 3		TOTAL TO DATE		42 000	000	1000
	76055.300 76055.300 Sq Yard	410	Compl. Last Voucher	000	76055300	000	000
0340	RMVL OF PAV'T		TOTAL TO DATE		7000000	1	1000
	58.000 173.330 Sq Yard	410	Compl. Last Voucher	000	173330	000	000
0350	RMVL OF PAVED DRIVEWAY		TOTAL TO DATE			1	1000
	11.000 11.000 Each	410	Compl. Last Voucher	000	11000	000	000
0360	SAFETY CLOSURE		TOTAL TO DATE		1 11000		1000
the lowa as to max	that the work items shown herein are just and unpaid, and Department of Transportation specifications for this project, simum hours of labor and minimum wages have been complied	including d with.	all requirements	CLAIMA	ANT'S CERTIFICATION (F	Required for Final Paym	ent Only)
SIGNATURES	REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FO	R FINAL P	AYMENT AS APPLICAB	BLE.		the	
1. DATE	PROJECT ENGINEER CERTIFICATION						
2	THOUSE ENGINEER CERTIFICATION			for		(contractor) c	ertify that the work
DATE DOT	CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL is not involved in this Farm to Market project.			Transportation spec	in are just and unpaid, and difications for this project, wages have been complied	including all requirements a	the lowa Department of as to maximum hours of
3. DATE	DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DI	RECTOR AP	PROVAL		each parties before several controls		
□ Proj	ect records reviewed. Project records not revi	ewed. Re	commend payment				
	ect approved for payment. based on the project en ATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING	gineers c	ertification.	DATE	SIGNED	CLAIMANT (CONTRACTOR)	
CERTIFIC	ATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING	PROJECT.					

Contract .

Voucher No. ____18

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STBG-SWAP-C078(201)--FG-78 PAHMA Pavement - New/Replace/Widen POTTAWATTAMIE COUNTY ENGINEER

PAGE 5

<u> </u>	DAYS WORKED		DATE LAST	VOUCH	R 03 -02 -2 MO. DAY	THIS VOI	UCHER DU-OU-Z3		
TO DATE	LAST VOUCH. AUTH.	RET. %			mo. BAT	111.	IVIO. DAT TH.		
139.5	139.5 135.5	3.000	Contractor	No. 4	18600 WE	STERN ENGIN	EERING CO INC	HARLAN, IA	
ITEM NO.	ITEN	UANTITY AUTH M DESCRIPTION		FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	1701.960	1701	.960 Station	442	Compl. Last Voucher	000	627600	000	000
0370	PAINTED PAV'T MAR	K, WATERBO	DRNE/SOLVENT		TOTAL TO DATE			1000	1
	3.240		.240 Station	442	Compl. Last Voucher	000	4440	000	000
0380	PAINTED PAV'T MAR	K, DURABLE			TOTAL TO DATE			1	1
	14100.000	14100	.000 Lump Sum	401	Compl. Last Voucher	000	14100000	000	000
0390	TRAFFIC CONTROL				TOTAL TO DATE			1000	1000
	280.000	67	.000 Each	401	Compl. Last Voucher	000	67000	000	000
0400	FLAGGER				TOTAL TO DATE			1	
	70.000	70	.000 Each	401	Compl. Last Voucher	000	19000	000	000
0410	PILOT CAR				TOTAL TO DATE			1000	1
	130000.000	130000	.000 Lump Sum	401	Compl. Last Voucher	000	130000000	000	000
0420	MOBILIZATION				TOTAL TO DATE			1000	
	7.500		500 Cubic Yd	441	Compl. Last Voucher	000	8600	000	000
0430	('CUBIC YARDS' IT				TOTAL TO DATE			1	1
	0.600	0.	600 Acre	448	Compl. Last Voucher	000	500	000	000
0440	MULCH			i	TOTAL TO DATE				1
	0.600		600 Acre	448	Compl. Last Voucher	000	500	000	000
0450	SEED+FERTILIZE (RU	•			TOTAL TO DATE				1
the lowa as to max	that the work items show Department of Transportati imum hours of labor and r	on specification minimum wage	ons for this project, s have been complied	including with.	all requirement	s CLAIMA	ANT'S CERTIFICATION (Required for Final Payme	ent Only)
SIGNATURES	REQUIRED ON LINES 1 & 2 FOR	R PROGRESS PAY	MENT AND LINES 1-3 FOR	FINAL PA	YMENT AS APPLICA	BLE.		_ the	
1. DATE	PROJECT ENGI	NEER CERTIFICAT	ION			-			
2. DATE	CHAIRMAN OF	BOARD OF SUP	ERVISORS APPROVAL	~~~		foritems shown here	in are just and unpaid, an	that the requirements of	ertify that the work the lowa Department of
3.	is not involved in this Fa		,			labor and minimum	unications for this project, wages have been complied	including all requirements a with.	s to maximum hours of
DATE Proje	DISTRICT CONSTRUCTION ect records reviewed.	/LOCAL SYSTEMS	ENGINEER OR OFFICE DIRI	CTOR APP	ROVAL	t			
Proje	ect approved for payment.	bas	ed on the project eng	ineers c		DATE	SIGNED	CLAIMANT (CONTRACTOR)	
CERTIFICA	ATION FOR HOURS AND LABOR	APPLIES ONLY TO	FEDERAL PARTICIPATING	PROJECT.	***************************************				

CHER STBG-SWAP-C078(201)--FG-78 PA HMA Pavement - New/Replace/Widen POTTAWATTAMIE COUNTY ENGINEER PAGE 6

Voucher No. 18

DATE LAST VOLICUS 03 -02 -23 |

	DAYS WORKED RET. %	VOUCH	MO. DAY	YR. THIS VOL	MO. DAY YR.		
TO DATE	LAST VOUCH. AUTH.						
139,5	1 . 0 . 0 . 0 . 0 . 0 . 0 . 0 . 0 . 0 .	Vo. 4	48600 W	ESTERN ENGINE	ERING CO INC	HARLAN, IA	
ITEM NO.	QUANTITY AWARDED QUANTITY AUTHORIZED MEASURE ITEM DESCRIPTION	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	0.600 0.600 Acre	448	Compl. Last Voucher	000	000	000	000
0460	STABILIZE CROP - SEED+FERTILIZE		TOTAL TO DATE		1000	1000	1
	10.000 10.000 Each	448	Compl. Last Voucher	000	000	000	000
0470	SILT BASIN		TOTAL TO DATE			000	1000
	10.000 10.000 Each	448	Compl. Last Voucher	000	000	000	000
0480	RMVL OF SILT BASIN		TOTAL TO DATE		1	1	000
	2280.000 2280.000 Line Ft	448	Compl. Last Voucher	000	2166000	000	000
0490	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 1 2"		TOTAL TO DATE		2100000	1	1000
	2280.000 2280.000 Linr Ft	448	Compl. Last Voucher	000	000	000	000
0500	RMVL OF PERIMETER+SLOPE SEDIMNT CNTL D EV		TOTAL TO DATE			1	1
	4.000 4.000 Each	448	Compl. Last Voucher	000	5000	000	000
0510	MOBILIZATION, EROSION CONTROL		TOTAL TO DATE		9000	1	1
	1.000 1.000 Each	448	Compl. Last Voucher	000	000	000	000
0520	MOBILIZATION, EMERGENCY EROSION CONTRO L		TOTAL TO DATE				000
	37197.800 37197.800 Sq Yard	410	Compl. Last Voucher	000	000	000	000
7001	APPLIES TO ITEM 0050 SUBGRADE STABIL MAT'L, POLYMER GRID		TOTAL TO DATE				1
	6085.600 6085.600 Cubic Yd	410	Compl. Last Voucher	000	000	000	000
7002	APPLIES TO ITEM 0060		TOTAL		15.0	1000	1000
	MODIFIED SUBBASE	<u> </u>	TO DATE				
the lowa as to max	that the work items shown herein are just and unpaid, and Department of Transportation specifications for this project, imum hours of labor and minimum wages have been complied	ncluding with	all requiremen	nts CLAIMA	ANT'S CERTIFICATION (F	Required for Final Payme	ent Only)
SIGNATURES	REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR	FINAL PA	YMENT AS APPLI	CABLE. I,		the	
DATE	PROJECT ENGINEER CERTIFICATION						
2				for	n are just and unneid	(contractor) ce that the requirements of	ertify that the work
DATE DOT	CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL is not involved in this Farm to Market project.			Transportation speci	ifications for this project, wages have been complied	including all requirements as	the lowa Department of s to maximum hours of
DATE	DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRE	CTOR APP	ROVAL				
	ect records reviewed. Project records not review	wed. Red	commend payme	ent			
	ect approved for payment. based on the project engi		ertification.	DATE	SIGNED	CLAIMANT (CONTRACTOR)	

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Contract	U30/00
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3	CONTR	ACT	CONSTRUCTI	ON	PROGRESS	VOUCHER

STBG-SWAP-C078(201)--FG-78 PA
HMA Pavement - New/Replace/Widen
POTTAWATTAMIE COUNTY ENGINEER
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Voucher No. 18

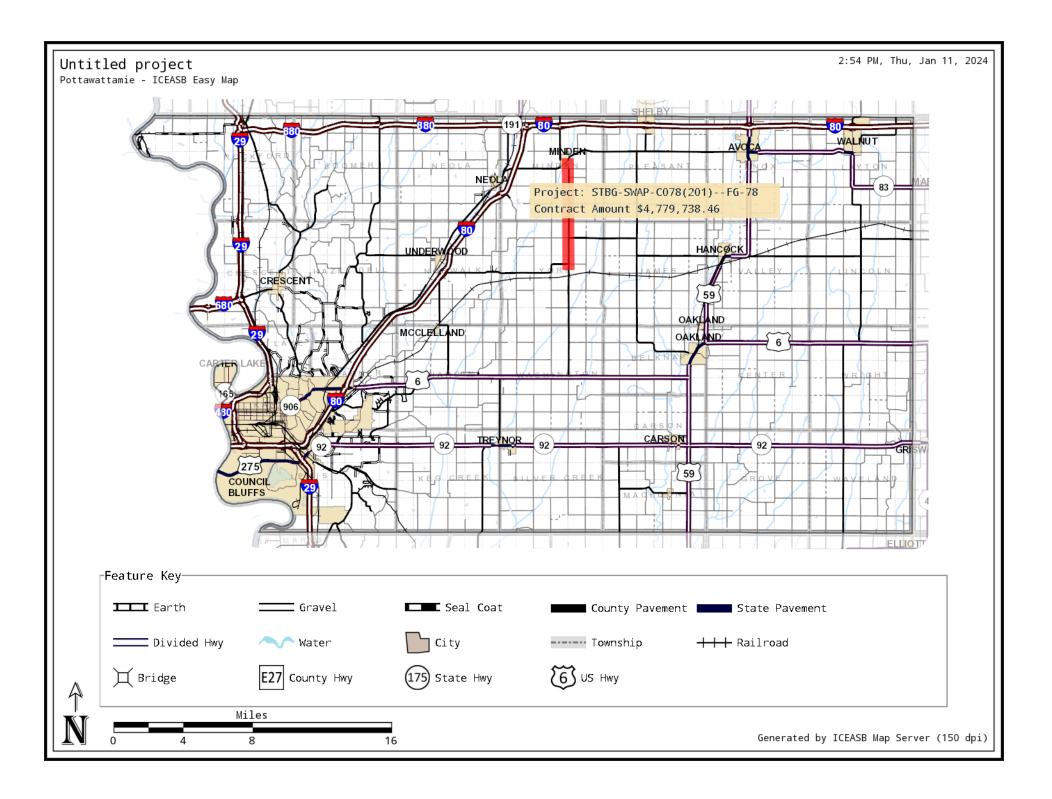
DATE LAST VOUCHER 03 02 -23

	RET. %		IVIO. DAY YR.		MU. DAY YR.		
TO DATE	LAST VOUCH. AUTH.	NI -	10000 WEG				
	QUANTITY AWARDED QUANTITY AUTHORIZED WELL WE	NO. 4	48600 WES		EERING CO INC	HARLAN, IA	
NO.	ITEM DESCRIPTION	FCT.	P/	RURAL ARTICIPATING	RURAL NON-PARTICIPATING	URBAN	URBAN
110.		440	er i compresso come e compresso de la compresiona de la compresso de la compresso de la compresso de la compre			PARTICIPATING	NON-PARTICIPATING
7000	-7399.130 -7399.130 Sq Yard	410	Compl. Last Voucher	000	000	000	1000
7003	SUBGRADE STABIL MAT'L, POLYMER GRID		TOTAL TO DATE				
		440		200			
7004	-2829.140 -2829.140 Ton APPLIES TO ITEM 0070	410	Compl. Last Voucher	000	000	000	000
7004	GRANULAR SHLD, TYPE B		TOTAL TO DATE				
		0.00	Control of the Contro				
7005	1797.090 1797.090 Ton	442	Compl. Last Voucher	000	000	000	000
7005	APPLIES TO ITEM 0110		TOTAL				
	HMA ST BASE, 3/4"	-	TO DATE				
7000	115.330 115.330 Sq Yard	410	Compl. Last Voucher	000	000	000	000
7006	APPLIES TO ITEM 0350		TOTAL				
	RMVL OF PAVED DRIVEWAY	-	TO DATE				
	-213.000 -213.000 Each	401	Compl. Last Voucher	000	000	000	000
7007	APPLIES TO ITEM 0400		TOTAL				
	FLAGGER		TO DATE				
	6085.600 6085.600	410	Compl. Last Voucher	000	6085600	000	000
8001	EXCAVATION, CLASS 10, ROADWAY AND BORROW		TOTAL				
			TO DATE				
	-4.000 -4.000	410	Compl. Last Voucher	000	-4000	000	000
8002	LIQUIDATED DAMAGES PREESTABLISHED DAMAGE	1	TOTAL				1000
	S PER DAY PER AMOUNT SHOWN		TO DATE				
	1.000 1.000 Lump Sum	401	Compl. Last Voucher	000	000	000	000
8999	STOCKPILED MATERIALS		TOTAL			1000	1000
			TO DATE				
			Compl. Last Voucher				
			TOTAL				
			TO DATE				
I certify	that the work items shown herein are just and unpaid, and	that the	requirements of				
the lowa	Department of Transportation specifications for this project, imum hours of labor and minimum wages have been complied	including	all requirements	CLAIMA	ANT'S CERTIFICATION (F	Required for Final Paym	ent Only)
SIGNATURES	REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR	FINAL PA	AYMENT AS APPLICABLE				
				I		the	
DATE	PROJECT ENGINEER CERTIFICATION			f			
2				forhown_here	in are just and unpaid, and	that the requirements of	certify that the work
DATE	CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL is not involved in this Farm to Market project.			Transportation spec	cifications for this project,	including all requirements a	as to maximum hours of
	to has involved in this faith to Market project.			labor and minimum	n wages have been complied	with.	
3. DATE	DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIR	ECTOR API	PROVAL				
□ Proj	ect records reviewed. Project records not revie	wed. Re	commend payment				
	ect approved for payment. based on the project eng	ineers c	ertification.	DATE	SIGNED	CLAIMANT (CONTRACTOR)	

Doc Express® Document Signing History Contract: 78-C078-201 Document: Final Voucher (201)

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
12/04/2023	Duane Malmberg Western Engineering Company, Inc. Electronic Signature (Approved by Contractor (Optional))
01/11/2024	John Rasmussen Pottawattamie County - Iowa Electronic Signature (Recommended by Engineer)
	(Approved by PIRC (when applicable))
	(Approved by District Materials Engineer (Optional))
	(Approved by Administering Office (DOT))
	(Approved by FHWA (When applicable))



Maria Sieck/Administrator, Public Health

Discussion and/or decision to approve and authorize Chair to sign Clinical Service Provider Agreement with Mikaela Reynolds, APRN, WHNP-BC.





600 South 4th Street, #100 Council Bluffs, IA 51501 Ph: 712-242-1155 PottCounty-ia.gov

TO: Board of Supervisors

FROM: Maria Sieck, Administrator

DATE: January 16, 2024

RE: Public Health Clinical Service Provider Contract

REQUEST: To sign Clinical Service Provider Agreement with Mikaela Reynolds, APRN, WHNP-

BC.

BACKGROUND: The Title X Family Planning grant requires Public Health to have a (CSP) Clinical

Service Provider to manage patient services to include preconception counseling, education, general reproductive and basic infertility health care, diagnosis, and treatment of diseases, and provide birth control and prescriptions. This is a one-year contract, to be renewed annually; it has been reviewed and approved by the County Attorney and Risk Manager. All funding for the contract is received from Title X

Family Planning grant funds.

The clinical service provider was advertised on the County's website under Jobs in October, it was interviewed, and Mikaela Reynolds APRN, WHNP-BC accepted. Ms.

Reynolds has three years' experience working in this role.

POTTAWATTAMIE COUNTY, IOWA TITLE X CLINICAL SERVICE PROVIDER AGREEMENT

1. PARTIES AND DATE.

This Agreement is effective as of the 16th day of January 2024 by and between Pottawattamie County, Iowa (hereinafter "COUNTY"), a governmental entity organized and existing under the laws of the State of Iowa and Mikaela Reynolds, APRN, WHNP-BC, (hereinafter the "PROVIDER") whose mailing address is located at 11378 South 170th Street, Gretna, NE 68028. COUNTY and PROVIDER are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 <u>Clinical Service Provider</u>

PROVIDER desires to perform and assume responsibility for the provision of certain professional services required by the COUNTY on the terms and conditions set forth in this Agreement. PROVIDER represents that it is experienced in providing Title X, Family Planning Services which are set forth in Exhibit "A" attached hereto and incorporated herein by reference.

2.2 Project

COUNTY desires to engage PROVIDER to render such service on an as needed basis for Title X, Family Planning Services ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term

- **3.1.1 General Scope of Services.** PROVIDER promises and agrees to furnish to the COUNTY all labor, services, and incidental and customary work necessary to fully and adequately supply the Title X, Family Planning Services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- **3.1.2 Term.** The term of this Agreement shall be for one (1) year, unless earlier terminated as provided herein. PROVIDER shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Clinical Service Provider

3.2.1 Independent Clinical Service Provider. The Services shall be performed by PROVIDER. PROVIDER will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. COUNTY retains PROVIDER on an independent basis and not as an employee. PROVIDER retains the right to perform similar or different services for others during the term of this Agreement.

- **3.2.2 Schedule of Services.** PROVIDER shall perform the Services expeditiously, within the term of this Agreement and incorporated herein by reference. PROVIDER represents that it has the professional, medical and technical experience required to perform the Services in conformance with such conditions. In order to facilitate PROVIDER's conformance with the Schedule, COUNTY shall respond to PROVIDER's submittals in a timely manner. Upon request of COUNTY, PROVIDER shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- **3.2.3** Conformance to Applicable Requirements. All work prepared by PROVIDER shall be subject to the approval of COUNTY.
- **3.2.4** County's Representative. The COUNTY hereby designates County Public Health Administrator, Maria Sieck or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of the COUNTY for all purposes under this Contract. PROVIDER shall not accept direction or orders from any person other than the County's Representative or his or her designee.
- **3.2.5** Clinical Service Provider's Representative. PROVIDER, Mikaela Reynolds APRN, WHNP-BC, is an individual and for the performance of this Agreement, shall have full authority to represent and act on her half for all purposes under this Agreement. The PROVIDER shall complete the Services, using her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- **3.2.6** Coordination of Services. PROVIDER agrees to work closely with COUNTY staff in the performance of Services and shall be available to COUNTY staff at all reasonable times.
- **3.2.7** Standard of Care. PROVIDER shall be licensed in the State of Iowa as a Physician Assistant, Nurse Practitioner, or Certified Nurse Midwife or as otherwise set out under Iowa law who are trained and permitted by state-specific regulations to perform all aspects of the user (male and female) physical assessments recommended for contraceptive, related preventive health, and basic infertility care. This role is required in order for successful applicants to provide direct services within the Title X FP clinics. All Services under this Agreement shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Iowa. PROVIDER represents and maintains that they are skilled in the professional calling necessary to perform the Services. Finally, PROVIDER represents that they have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. PROVIDER shall provide written notification of assurance of current licensure within ten (10) days of contract execution. As provided for in the indemnification provisions of this Agreement, PROVIDER shall perform, at its own cost and expense and without reimbursement from the COUNTY, any services necessary to correct errors or omissions which are caused by the PROVIDER's failure to comply with the standard of care provided for herein.
- **3.2.8 Laws and Regulations.** PROVIDER shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. PROVIDER shall be liable for all violations of such laws and regulations in connection with Services. If the PROVIDER performs any work knowing it to be contrary to such laws, rules and regulations and without giving

written notice to the COUNTY, PROVIDER shall be solely responsible for all costs arising therefrom. PROVIDER shall defend, indemnify and hold COUNTY, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.8.1 Provider Certifications. PROVIDER certifies that persons providing services under this Agreement have not been barred or excluded from any federal or state programs.

PROVIDER certifies that Office of Inspector General (OIG) and System for Award Management (SAM) checks have been performed on persons providing services under this Agreement.

PROVIDER certifies that they have and will maintain for the duration of this Agreement, a valid driver's license and CPR Certification.

3.2.9 Insurance.

- **3.2.9.1 Time for Compliance.** PROVIDER shall not commence the Services under this Agreement until it has provided evidence satisfactory to the COUNTY that it has secured all insurance required under this section.
- **3.2.9.2 Minimum Requirements.** PROVIDER shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the PROVIDER. Such insurance shall meet at least the following minimum levels of coverage:
 - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage; and (2) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of Iowa and Employer's Liability Insurance.
 - **(B) Minimum Limits of Insurance.** PROVIDER shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence/\$3,000,000 in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit.
- **3.2.9.3 Professional Liability.** PROVIDER shall procure and maintain for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, \$3,000,000 per occurrence, and \$5,000,000 in aggregate and shall be endorsed to include contractual liability.
- **3.2.9.4 Insurance Endorsements.** The insurance policies shall contain the following provisions, or PROVIDER shall provide endorsements on forms supplied or approved by the COUNTY to add the following provisions to the insurance policies:

- (A) General Liability. The general liability policy shall be endorsed to state that: (1) the COUNTY, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the PROVIDER, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the COUNTY, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the PROVIDER's scheduled underlying coverage. Any insurance or self-insurance maintained by the COUNTY, its directors, officials, officers, employees, agents and volunteers shall be excess of the PROVIDER's insurance and shall not be called upon to contribute with it in any way.
- **(B)** Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the COUNTY, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the PROVIDER.
- (C) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the COUNTY, its directors, officials, officers, employees, agents and volunteers.
- 3.2.9.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the COUNTY, its directors, officials, officers, employees, agents and volunteers.
- **3.2.9.6 Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. PROVIDER shall guarantee that, at the option of the COUNTY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its directors, officials, officers, employees, agents and volunteers; or (2) the PROVIDER shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- **3.2.9.7 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in Iowa, and satisfactory to the COUNTY.
- **3.2.9.8 Verification of Coverage.** PROVIDER shall furnish COUNTY with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the COUNTY. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the COUNTY if requested. All certificates and endorsements must be received and approved by the COUNTY before work

commences. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10 Safety. PROVIDER shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the PROVIDER shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for safety appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include but not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) bloodborne pathogen safety and protection measures; (C) communicable disease safety and protection measures; (D) equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; (E) proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

- **3.3.1 Compensation.** PROVIDER shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Any Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.
- **3.3.2 Payment of Compensation.** PROVIDER shall submit to COUNTY a monthly itemized statement which indicates work completed and hours of Services rendered by PROVIDER. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. COUNTY shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.
- **3.3.3 Reimbursement for Expenses.** PROVIDER shall not be reimbursed for any expenses unless authorized in writing by COUNTY.
- **3.3.4** Extra Work. At any time during the term of this Agreement, COUNTY may request that PROVIDER perform Extra Work. As used herein, "Extra Work" means any work which is determined by COUNTY to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. PROVIDER shall not perform, nor be compensated for, Extra Work without written authorization from County's Representative.

3.4 **General Provisions.**

3.4.1 Termination of Agreement.

- **3.4.1.1 Grounds for Termination**. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement upon ninety (90) days written notice to the other party. Any fees due to the PROVIDER for services rendered prior to the termination date shall be paid thirty (30) days of the termination date.
- **3.4.1.2 Iowa HHS Contract Award**. In the event that the Iowa HHS Title X Family Planning contract is not awarded for the next contract period, COUNTY will notify

PROVIDER at least thirty (30) days prior to the termination date of the contract of reduced hours and may give notice of termination.

3.4.1.3 Default. In the event that the PROVIDER shall fail to comply with any term, condition or covenant of this Agreement, COUNTY shall give the PROVIDER notice of said default, which notice shall detail the nature of such claimed default, and the PROVIDER shall have ten (10) days after receipt of said notice, within which to cure said default.

In the event that the PROVIDER fails to cure the default within ten (10) days after receipt of said notice, COUNTY may terminate this Agreement immediately.

- **3.4.1.4 Effect of Termination.** If this Agreement is terminated as provided herein, COUNTY may require PROVIDER to provide all finished or unfinished documents and data and other information of any kind prepared by PROVIDER in connection with the performance of Services under this Agreement. PROVIDER shall be required to provide such documents and other information within fifteen (15) days of the request.
- **3.4.1.5 Additional Services.** COUNTY may at any time, procure, upon such terms and in such manner as it may determine appropriate, similar services.
- **3.4.2 Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CLINICAL SERVICE PROVIDER:

Mikaela Reynolds APRN, WHNP-BC 11378 South 170th Street Gretna, NE 68028

COUNTY:

Pottawattamie County Public Health 600 South 4th Street Council Bluffs, IA 51503 Attn: Maria Sieck

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.3 Ownership of Materials and Confidentiality.

- **3.4.3.1 Documents & Data.** The COUNTY retains ownership of any documents and data which includes, but is not limited to, client records, reports, and other materials prepared or caused to be prepared by PROVIDER under this Agreement.
- **3.4.3.2 Confidentiality.** All client information, documents and data either created by or provided to PROVIDER in connection with the performance of this Agreement shall be held confidential by PROVIDER. Such materials shall not, without the prior written

consent of COUNTY, be used by PROVIDER for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. PROVIDER shall not use COUNTY's name or insignia, photographs of the Project, or any public information pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of COUNTY.

- **3.4.4** Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- **3.4.5** Indemnification. PROVIDER shall defend, indemnify and hold COUNTY, its officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent such claim arises out of or is incident to the negligence, recklessness, or willful misconduct of PROVIDER, its officials, officers, employees, PROVIDER or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys fees, expert witness fees and other related costs and expenses of defense. PROVIDER shall defend, with counsel of COUNTY's choosing and at PROVIDER's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against COUNTY, its officials, officers, employees and agents. PROVIDER shall pay and satisfy any judgment, award or decree that may be rendered against COUNTY, its officials, officers, employees and agents in any such suits, actions or other legal proceedings. PROVIDER shall also reimburse COUNTY for the cost of any settlement paid by COUNTY arising out of any such claims, demands, causes of action, costs, expenses, liabilities, loses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for COUNTY's attorney's fees and costs, including expert witness fees. PROVIDER shall reimburse COUNTY, its officials, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. PROVIDER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the COUNTY, its officials, officers, employees and agents.
- **3.4.6 Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- **3.4.7** Governing Law. This Agreement shall be governed by the laws of the State of Iowa.
- **3.4.8** Time of Essence. Time is of the essence for each and every provision of this Agreement.
- **3.4.9** County's Right to Employ Other Clinical Service Providers. COUNTY reserves right to employ other clinical service providers in connection with this Project.
- **3.4.10 Successors and Assigns**. This Agreement shall be binding on the successors and assigns of the Parties.
- **3.4.11 Assignment or Transfer.** PROVIDER shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the COUNTY. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

- **3.4.12 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to PROVIDER include Mikaela Reynolds APRN, WHNP-BC, except as otherwise specified in this Agreement. All references to COUNTY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- **3.4.13 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- **3.4.14 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- **3.4.15** No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- **3.4.16 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- **3.4.17 Prohibited Interests.** PROVIDER maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for PROVIDER, to solicit or secure this Agreement. Further, PROVIDER warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for PROVIDER, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of COUNTY, during the term of his or her service with COUNTY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- **3.4.18 Equal Opportunity Employment.** PROVIDER represents that it is an equal opportunity employer and it shall not discriminate against any PROVIDERs, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. PROVIDER shall also comply with all relevant provisions of any COUNTY's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- **3.4.19 Labor Certification.** By its signature hereunder, PROVIDER certifies that it is aware of the provisions within the Iowa Labor Law which require every employer to be insured against

liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

- **3.4.20 Authority to Enter Agreement.** PROVIDER has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- **3.4.21** Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5 Subcontracting.

COUNTY OF POTTAWATTAMIE

3.5.1 Prior Approval Required. PROVIDER shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of COUNTY. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

By:	By:
County Board of Supervisors Chair	Mikaela Reynolds APRN, WHNP-BC
Attest:	
County Auditor/Clerk	

CLINICAL SERVICE PROVIDER

EXHIBIT "A"

SCOPE OF SERVICES

TITLE X FAMILY PLANNING SERVICES

1. STATEMENT OF CONTRACT PURPOSE.

The Title X, Family Planning Program promotes Title X, Family Planning Services which includes preventive health services as well as education, with a focus on vulnerable populations. The Title X, Family Planning Program is designed to provide contraceptive supplies and information to all who want and need them, with priority given to persons from low-income families. The Title X mission is to assist individuals in determining the number and spacing of their children through the provision of affordable, voluntary Title X, Family Planning Services.

2. DESCRIPTION OF WORK AND SERVICES.

To provide Title X, Family Planning Services which includes ensuring access to a broad range of family planning and preventive health services. Title X, Family Planning Services include preconception counseling, education, general reproductive and basic infertility health care to improve health outcomes; the health of individuals and adolescents who seek family planning services, prevention, diagnosis, and treatment of infections and diseases which may threaten health.

2.1 Program Requirements

- **2.1.1** Policies, Procedures and Goals. In compliance with Title X, Family Planning Program requirements, policies, procedures and standing orders will be reviewed and approved annually by COUNTY in consultation with PROVIDER. PROVIDER shall participate in the development and implementation of goals, objectives and priorities of the Title X, Family Planning Program and monitor and suggest changes as necessary regarding the efficiency and success of current services, methods and procedures.
- **2.1.2 Program Compliance.** The PROVIDER and any clinical service provider providing Title X, Family Planning Services shall comply with the Title X Program Requirements which consist of the Federal statutory, legislative mandates, and regulatory requirements that apply to the Title X Program. Title X Program policies, which set out Office of Population Affairs (OPA) long standing expectations for the way in which Title X Program should be implemented. https://www.hhs.gov/opa/guidelines/program-guidelines/program-requirements/index.html
 - **2.1.2.1 General Conditions.** PROVIDER has reviewed and agrees to the Iowa Health and Human Services General Conditions, effective 07.01.2019. https://hhs.iowa.gov/sites/default/files/idph-general-conditions-effective-07 01 19.pdf
- **2.1.3 Program Eligibility.** Title X, Family Planning Services will be targeted to low-income individuals and low-income families, which is defined as a family whose total annual income does not exceed 100% percent of the most recent Poverty Guidelines issued pursuant to 42 U.S.C. 9902(2) "Low-income family" also includes members of families whose annual family income exceeds this amount, but who, as determined by the Title X, Family Planning Director, are unable, for good reasons, to pay for Title X, Family Planning Services. Any individual

requesting Title X, Family Planning Services is eligible for Title X. https://www.govinfo.gov/content/pkg/USCODE-2020-title42/html/USCODE-2020-title42-chap106-sec9902.htm.

- **2.1.3.1 Income.** No person shall be denied services due to inability to pay. Adolescence income is based solely on their individual income, not household income.
- **2.1.3.2 Residency.** Title X, Family Planning Services must be provided without the imposition of any durational residency requirement or requirement that the client be referred by a clinic service provider.
- (A) Refer clients to COUNTY's designated State Family Planning Program (SFPP) staff and/or Title X, Family Planning Director to determine the eligibility of individuals to enroll as participants in the Title X, Family Planning Program, which is a form of insurance coverage for Title X, Family Planning Services. PROVIDER will work with COUNTY staff to determine eligibility if in question. Potential Title X participants will be referred from PROVIDER to COUNTY for Title X enrollment.
- **(B)** Assure all consent, required enrollment information is collected and One Key Ouestion was asked.
- **2.1.4 Documentation.** All Title X, Family Planning direct care services provided for Title X, Family Planning individuals must be appropriately documented. Documentation of services is required to provide a complete record of care for clients served and for quality assurance purposes. Data generated from service documentation will be used for reporting progress at the federal, state, and local levels. Documentation will be maintained in COUNTY electronic medical records (EMR). All direct care services will be entered by the PROVIDER and COUNTY into the EMR within two (2) business days which includes documentation needed for the State documentation system. Charts completed by the COUNTY will be given to the PROVIDER for review weekly.
 - **2.1.4.1 Consent Form.** Program consent form shall be used for Title X, Family Planning Program and will be provided by COUNTY.
- **2.1.5 Record Retention.** Record retention shall comply with all federal rules and regulations required by the Title X Program, policy requirements regarding record retention of medical records and also accounting, financial, programmatic, statistical, release of records, other records, including supporting documents.
- **2.1.6** Confidentiality and Security. PROVIDER and COUNTY shall comply with all applicable federal and state laws and with the Iowa HHS policies and procedures to protect client confidentiality and shall assure security of the client information, including electronic files. Compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is mandatory. Title X service provision cannot be conditioned on parental consent or notification.
- **2.1.7 Unauthorized Disclosure.** PROVIDER shall protect from unauthorized disclosure all confidential records and data, including but not limited to the names and other identifying information of persons receiving services pursuant to this contract, except for statistical information not identifying any client. PROVIDER shall promptly notify COUNTY of requests

for disclosure of such identifying information. PROVIDER shall immediately report to COUNTY any unauthorized disclosure of confidential information.

- **2.1.8** Complaints. PROVIDER shall bring any complaints or issues regarding activities that occur within the Title X, Family Planning sphere to the COUNTY, consult with COUNTY and carry out action as necessary.
- **2.1.9 Program and County Representation.** PROVIDER shall prepare, present and advises on reports, budgets and findings within scope of practice to COUNTY as requested. He or she shall serve as a liaison of the COUNTY regarding Title X, Family Planning information and client services to the public and external agencies.
- **2.1.10 Publications.** The development of publications (pamphlets, journal article, reports, books, teaching guides, brochures), audiovisuals (posters, slides, video clips, film), shall be reviewed and approved by COUNTY as well as Iowa HHS.

2.2 Title X, Family Planning Services and Direct Care

- **2.2.3 Program Schedule.** Coordinate with COUNTY to establish a routine clinic schedule for Title X, Family Planning Services. If changes are made to clinic hours (for a period of time) or there is a change in a provider (that impacts direct services provided), the change(s) must be reported to the COUNTY.
- **2.2.4 Service Providers.** Title X, Family Planning Services shall be provided by a clinical services provider (CSP). The CSP for this contract is PROVIDER who is trained and permitted by state-specific regulations to perform all aspects of the user (male and female) physical assessments recommended for contraceptive, related preventive health, and basic infertility care.
 - **2.2.4.1 Title X Acknowledgement Form.** Title X Requirements Acknowledgement Form contains language on standards of compliance with prohibition on abortion. Form shall be signed by PROVIDER before services are completed. Proof of documentation is required in electronic or paper copy.
- **2.2.5 Assurance of Services.** The CSP/PROVIDER along with the COUNTY ensures to offer and/or provide:
 - **2.2.5.1 Direct Services.** Direct FP Services which includes a broad range of medically approved services, which includes Food and Drug Administration (FDA)-approved contraceptive products and methods, for clients who want to prevent pregnancy and space births, pregnancy testing and counseling, assistance to achieve pregnancy, basic infertility services, sexually transmitted infection (STI) services, and other preconception health services.
 - **2.2.5.2 Direct Care.** Provide direct care, procedures, education, nursing assessments, pregnancy tests, preconception health services, and medications approved by the PROVIDER. Services will be provided at Pottawattamie County Public Health and outside of the clinic setting to support the service area, a six county region. Travel is required.

- (A) If a client is seen by the COUNTY prior to becoming an established Title X, Family Planning patient, in order for the client to be considered Title X eligible they will need to be referred and seen by PROVIDER within forty-five to sixty (45-60) days of the visit either in person or via telehealth.
- **(B)** If clients are seen by the COUNTY prior to seeing the PROVIDER, they will act upon the approved standing orders which.
 - 1. COUNTY is responsible for reviewing and updating the standing orders at least annually with consultation from the PROVIDER.
- **2.2.5.3 Program Guidelines.** Services are provided pursuant to the Title X, Family Planning Program Guidelines which consist of the Title X Program Requirements, the Morbidity and Mortality Weekly Report, Providing Quality Family Planning Services recommendations of CDC and U.S. Office of Population Affairs. https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014 1.pdf
- (A) Recommendations for the U.S Centers for Disease Control and the Office of Population Affairs (OPA); OPA Program Policy Notices; state administrative rules and program policies including the provisions of the COUNTY's Title X, Family Planning Clinical Manual.
- **(B)** Direct services will follow the protocols agreed upon by the Parties in the Title X, Family Planning Clinical Policies.
- **2.2.5.4 340B Medications.** 340B medications will be administered to all applicable Title X clients. When administering 340B medications, the PROVIDER/clinical service providers will adhere to the 340B policy and documentation requirements.
- **2.2.5.5 If Unable to Provide Services.** Follow the COUNTY's established referral process if the PROVIDER is unable to provide clients with access to a broad range of acceptable and effective approved Title X, Family Planning methods and services. PROVIDER/clinical service providers must be able to provide a prescription to the client for their method of choice or referrals to another provider, as requested.
- **2.2.6 Preventative Health Services.** In addition to contraceptive services and counseling, clinics provide a number of important preventive health services including:
 - Patient education and counseling
 - Pelvic examinations
 - Breast and cervical cancer screening according to nationally recognized standards of care
 - Sexually transmitted infections (STI) and Human Immunodeficiency Virus (HIV) prevention education, counseling, testing and referral
 - Pregnancy diagnosis and counseling
- **2.2.7 Same Day Placement.** Provide same day placement for Long-Acting Reversible Contraception (LARCs). In rural areas with limited capacity, care coordination will be completed by COUNTY to schedule appointment for placement. Resources and support for providing telehealth consults for the pre-placement visit will be provided if needed.

2.2.8 Screenings.

- **2.2.7.1 Substance Use.** All Title X, Family Planning clients shall be screened for alcohol misuse and substance use disorder (SUD); referrals for higher level support will be completed as needed.
- **2.2.7.2 Other Screenings.** All Title X, Family Planning clients shall be screened for depression, domestic violence, human trafficking and other mental health concerns as needed and refer as indicated.
- **2.2.9 Referrals.** Assist with the development and maintenance of robust referral networks to ensure all Title X, Family Planning clients have access to comprehensive primary care, specialized care, and social services. Title X, Family Planning clients with a positive pregnancy test will be offered a referral to the local Title V Maternal Health Centers.
- **2.2.10 Manner of Services.** PROVIDER agrees that Title X, Family Planning Services are provided in a manner that are:
 - **2.2.10.1 Adolescent Friendly.** Health services are services that are accessible, acceptable, equitable, appropriate and effective for adolescents.
 - **2.2.10.2 Client Centered Care.** Care that is respectful of, and responsive to, individual client preferences, needs, and values; client values guide all clinical decisions.
 - **2.2.10.3 Inclusive.** Inclusivity is when all people are fully included and can actively participate in and benefit from Title X, Family Planning, including, but not limited to, individuals who belong to underserved communities, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
- **2.2.11 Pregnant Client Care.** Offer pregnant clients the opportunity to be provided information and counseling regarding each of the following options:
 - Prenatal care and delivery
 - Infant care, foster care, or adoption and
 - Pregnancy termination.
 - 1. If requested to provide such information and counseling, provide neutral, factual information and nondirective counseling on each of the options, and provider list upon request, except with respect to any option(s) about which the pregnancy client indicates they do not wish to receive such information and counseling.

2.3 <u>Trainings and Meetings</u>

2.3.1 Trainings. PROVIDER will complete Title X, Family Planning training as outlined on the training log within the required timeframe and will and notify the Title X, Family Planning Director to ensure tracking. High overview trainings will be provided to clinical service providers to ensure they are in compliance with the required trainings. Training requirements will be provided by COUNTY.

The following list identifies anticipated required trainings for Title X, Family Planning staff, however may not list all required trainings.

Required Trainings:

- OPA Title X Orientation eLearning
- Iowa HHS Title X Orientation
- One Key Question Training
- Quality Contraceptive Counseling and Education: A Client-Centered Conversation eLearning
- Providing Quality Family Planning Services
- Introduction to the QFP
- Identifying and Responding to Human Trafficking in Title X Setting eLearning Course
- SOAR to Health and Wellness Human Trafficking Training
- Review required agency policies, manuals, and standing orders annually
- Iowa Mandatory Reporting Training
- Encouraging Family Participation in Adolescent Decision Making Training Guide
- Counseling Adolescents About Sexual Coercion and Abuse eLearning
- Exploring All Options: Pregnancy Counseling Without Bias Video
- Mandatory Child Abuse Reporting in Title X-Funded Family Planning Settings
- Trauma-Informed Mandatory Child Abuse Reporting in a Family Planning Setting Video
- Counseling Adolescent Clients to Encourage Family Participation Video
- Cultural Competency in the Family Planning Setting eLearning
- **2.3.2 Meetings:** The PROVIDER will attend all meetings that require their attendance. PROVIDER and Title X, Family Planning Director will meet monthly at a minimum.

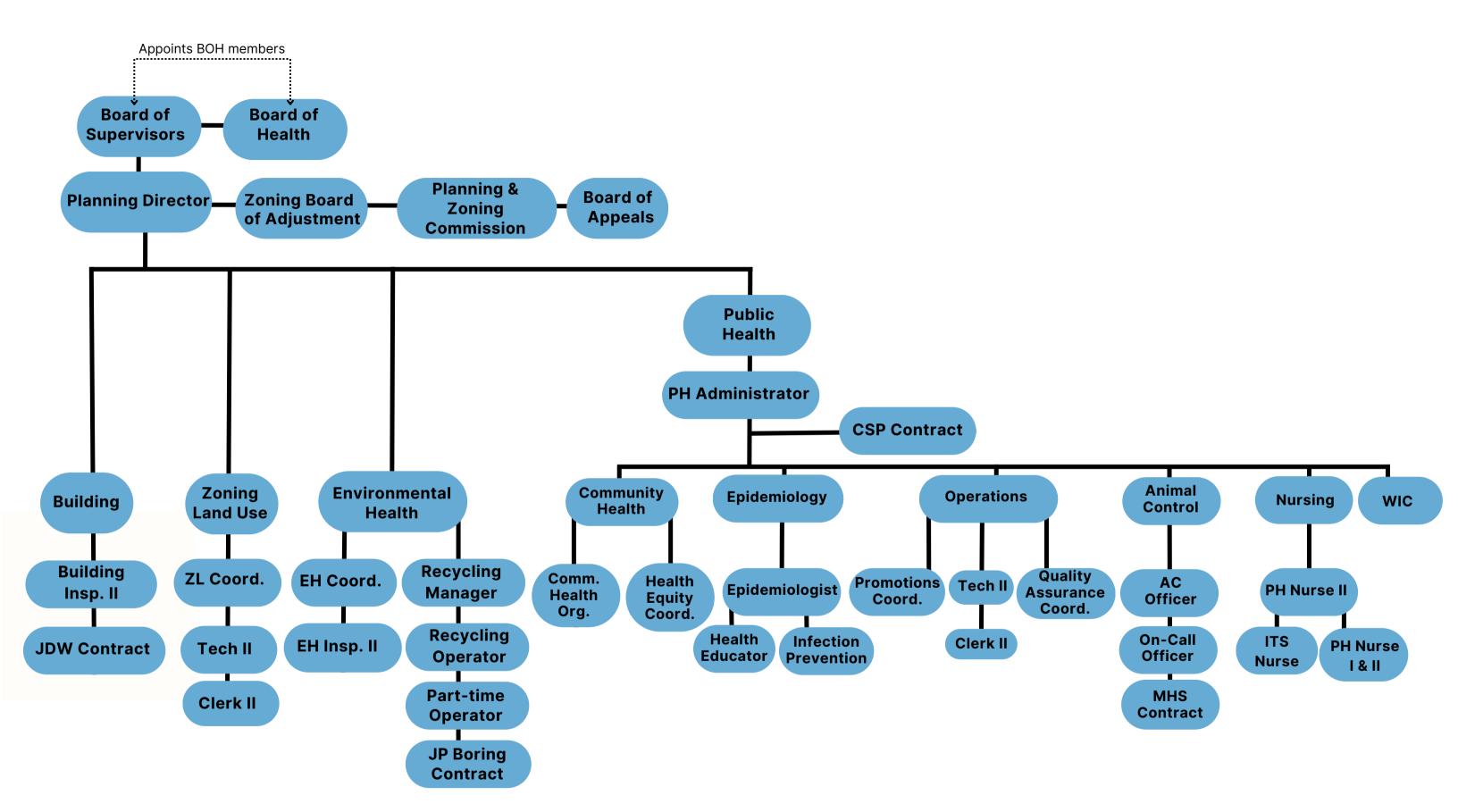
Ехнівіт "В"

COMPENSATION

RATES FOR CLINICAL SERVICE PROVIDERS

When the services of PROVIDER are required, the minimum time required shall be four (4) hours per day. When the services of PROVIDER are required are in excess of eight (8) hours per day, PROVIDER shall be compensated the hours over eight (8) at the rate of one and one-half (1-1/2) times the normal rate. PROVIDER complies with all flex schedules; overtime shall not be charged.

NURSE PRACTITIONER	\$65.00 per hour
PHYSICIAN ASSISTANT	\$TBD per hour
CERTIFIED NURSE MIDWIFE	\$TBD per hour



Maria Sieck/Administrator, Public Health

Discussion and/or decision to approve and authorize
Chair to sign Agreement between Pottawattamie County
Board of Health and Pottawattamie County, Iowa, for the
purpose of setting forth the terms under which the
county will assist the Board of Health in the requested
discharge of certain public health duties in
Pottawattamie County.





600 South 4th Street, #100 Council Bluffs, IA 51501 Ph: 712-242-1155 PottCounty-ia.gov

TO: Board of Supervisors

FROM: Maria Sieck, Administrator

DATE: January 16, 2024

RE: Public Health Services Agreement

REQUEST: To sign Agreement between Pottawattamie County Board of Health and Pottawattamie

County, Iowa, for the purpose of setting forth the terms under which the county will assist the Board of Health in the requested discharge of certain public health duties in

Pottawattamie County.

BACKGROUND: The contract is a continuation of the 2018 agreement between the Boards of Health

and Supervisors that was developed with the County Attorney and the Iowa Department of Public Health. It formalizes the relationship of the two boards and lays

out board responsibilities for public health staff, department support, and community services. State code maintains that the Board of Health has the authority to hire and manage employees; this contract puts us in compliance with state code, allowing staff to remain County employees with the County support network. It adds a written layer of assurance to the department with Board of Health guidance on activities and

budgets, and how public health dollars are being spent to support community health

initiatives.

UPDATES: 1. Previously a one-time automatic renewal, updated to continuous automatic renewal

2. Calls out the WIC program and services as a public health function

Formal acknowledgement of a joined WIC program with Public Health provides a stronger department and base for Pottawattamie County as a regional hub in advance of state regionalization activities and connects staff prior to co-location in

the new facility.

AGREEMENT Pottawattamie County Board of Health and Pottawattamie County, Iowa

FY2023-2024

This Agreement is entered into by and between the Pottawattamie County Board of Health, hereinafter referred to as "Board of Health", and the Pottawattamie County Board of Supervisors, hereinafter referred to as the "County". The Board of Health and the County are hereinafter together referred to as "the Parties".

Recitals

Whereas the Board of Health is responsible for public health matters and shall have jurisdiction over public health matters in Pottawattamie County, Iowa.

Whereas the Board of Health is an advocate for public health for its constituents in Pottawattamie County; safeguarding the community's health through assessment, policy development and assurance.

Whereas the Board of Health may contract with an entity or agency, or employ persons as necessary to discharge its duties.

Whereas the Board of Supervisors is the governing body of Pottawattamie County responsible for financial and legislative matters in Pottawattamie County, among other duties.

Whereas the Board of Health desires to contract with the County to assist the Board of Health in performing certain public health duties in Pottawattamie County.

Whereas the County desires to contract with the Board of Health and to provide certain public health services on behalf of the Board of Health for the citizens of Pottawattamie County.

Now therefore in furtherance of their shared goals, the Board of Health and the County mutually agree as follows.

- 1. <u>Purpose</u>. The purpose of this Agreement is to set forth the terms under which County will assist the Board of Health in the requested discharge of certain public health duties in Pottawattamie County.
- 2. <u>Term</u>. The term of this Agreement shall begin on the date executed below and shall continue for a period of one year. The Agreement will automatically renew annually at the end of its initial term. Either party may terminate this

Agreement for any reason by providing written notice to the other party of at least 60-days.

- 3. <u>Duties of the County</u>. The County agrees that for the term of this Agreement it shall perform the following on behalf of the Board of Health.
 - a. *Fiscal Agent*. The County Auditor will serve as the fiscal and payroll agent for the Board.
 - b. Administrative Services. The County Planning/Public Health Division shall provide clerical and administrative support with meeting planning, scheduling, policy development, staff reports, budget preparation and similar administrative assistance to the Board of Health.
 - c. *Authorized Agency*. The County Planning/Public Health Division may serve as an Authorized Agency for the Board of Health.
 - d. *Environmental Services*. The County Planning/Public Health Division shall also provide Environmental Services on behalf of the Board, including policy development, legal compliance, well and septic permits and inspections and other services deemed necessary for the protection and improvement of the public's health.
 - e. *Animal Control Services*. The County Planning/Public Health Division shall provide Animal Control Services in the County including policy development, legal compliance, notifications and licensing requirements.
 - f. Women, Infant, Children (WIC) Services. The County Planning/Public Health Division shall provide WIC Services in the County.
 - g. IHHS Contract Support. The County Planning/Public Health Division shall ensure contractual obligations can be met and reported to the Board of Health as well as provide administrative and compliance services as requested.
 - h. *Public Health Services*. The County Planning/Public Health Division shall provide administrative and compliance services as requested.
 - i. *Population Health Services*. The County Planning/Public Health Division shall provide administrative and compliance services as requested.
 - j. *Program Services.* The County Planning/Public Health Division shall provide administrative and compliance services as requested.
 - k. *Emergency Health Services*. The County Planning/Public Health Division shall provide administrative and compliance services as requested.
 - I. *Meetings*. The County agrees to provide space for regular and special meetings of the Board of Health and to assist with compliance with Iowa Chapter 21, Open Meetings laws.

- m. *Communication*. Provide necessary communication concerning competitive contracts, duties, and similar items in a timely manner to the Board of Health.
- n. Cooperation. The County agrees that it will cooperate at times with the Board of Health in the performance of its responsibilities under this Agreement.
- 4. <u>Duties of the Board of Health</u>. The Board of Health agrees that for the term of this Agreement it shall perform the following.
 - a. *Preparation of Budget*. The Board of Health shall prepare an annual budget of expenses which shall be presented to the County no later than December 1st of each year.
 - b. *Communication*. Provide necessary communication concerning IHHS contracts, duties, Board of Health vacancies and similar items in a timely manner to the County.
 - c. *Cooperation*. The Board of Health agrees that it will cooperate at all times with the County in the performance of its responsibilities under this Agreement.
- 5. <u>Insurance</u>. The County shall maintain liability insurance for the County and the Board of Health. The County and the Board of Health and its members are immune for liability for their official acts as set out in Iowa Code Chapter 670. The County does not insure or hold harmless any subcontractors or agents of the Board of Health.
- 6. <u>Employees</u>. The Board of Health may employ persons as necessary for the efficient discharge of its duties as stated in Iowa Code §137.104.1(c); however, the Board of Health agrees that the County's employees performing duties outlined in this Agreement are maintained as County employees and are not considered employees of the Board of Health. The County will ensure that employees proficiently discharge the duties of their office and meet contractual requirements for services provided.
- 7. <u>Fees</u>. The Board of Health agrees to pay the County an amount to be determined annually as part of the County budget process. Payments shall be made in equal installments on a quarterly basis or as applicable grants may dictate.

- 8. <u>Amendments</u>. The terms of this Agreement may only be modified in writing by the Parties.
- 9. Records. The books, records, documents, policies, procedures, minutes and similar records of the Board of Health or the County relevant to this Agreement are subject to Open Records requirements under Iowa Code Chapter 22 "Open Records" law.
- 10. <u>Confidentiality</u>. The County will comply with all applicable state and federal laws governing confidentiality.

Execution In witness whereof, the Board of Health and County have caused this agreement to be duly executed in their respective behalf and hereby agree to the content of this memorandum of Agreement.

Chair	Chair
Pottawattamie Board of Health	Pottawattamie Board of Supervisors

Other Business

Lea Voss / Treasurer

Discussion and/or decision to approve Pottawattamie County Treasurer's Semi-Annual Report for 7/1/2023-12/31/2023.

Lea A. Voss Pottawattamie County Treasurer 227 South 6th St Council Bluffs IA 51501 (712) 328-5627 FAX (712) 328-5823

I ACKNOWLEDGE RECEIPT OF THE: **DECEMBER 31, 2023** TREASURER'S SEMI ANNUAL REPORT TO THE POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS ON THIS DATE.

I WILL ALSO FURNISH THE TREASURER'S OFFICE WITH THE FOLLOWING DOCUMENTS UPON AVAILABILITY:

- 1.) MINUTES OF THE POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS SHOWING ACCEPTANCE / APPROVAL OF THIS REPORT
- 2.) COPIES OF THE PROOF OF PUBLICATION FROM ALL NEWSPAPERS WHERE THIS REPORT IS REQUIRED TO BE PUBLISHED IN ACCORDANCE WITH PREVIOUS BOARD ACTION

NAME

Executive Asst.

TITLE

1-8-24

lowa County Treasurer's Semi-Annual Pottawattamie County for 07/01/2023-12/31/2023

POL		ounty for 07/0	1/2023-12/31/2	J23		
	Beginning	Total Revenues	BeginningBalance	Total Expenses	Ending	Outstanding
	Treasurer's	, 0101 1101 1100	+Total Revenues	TOTAL EXPENSES	Treasurer's	Bank Items
0001 - GENERAL BASIC FUND	26.699.522.28	21.224.661.58	47.924,183.86	20,575,678,79	26,844,889.99	81.683.23
0002 - GENERAL SUPPLEMENTAL FUND	9,234,115.04	12.587.979.64	21.822,094.68	8,174,877.56	13.653,451.92	21.854.15
0003 - GAMBLING RESOURCES FUND	4,259,305,85	1.108.151.94	5.367.457.79	2,437,448,49	2,931,509.30	1.500.00
0005 - WIC/FEDERAL FUNDING FUND	-55.718.39	477.479.26	421.760.87	406.411.90	17,331.97	1.983.00
0007 - LOST CONSERVATION FUND	200.364.77	128.250.01	328.614.78	122.819.03	199,995.75	0.00
0009 - REIMBURSABLE MHDS DIRECT EXPENSES FUND	281.068.06	1,025,015.23	1.306.083.29	1.033.790.71	272.292.58	0.00
0011 - RURAL SERVICES BASIC FUND	2.152.775.51	4.685.235.33	6.838.010.84	2.580.511.36	4.258.442.21	2.722.50
0015 - CO ATTORNEY DRUG FORFEITURE FUND	201,852.61	1.056.06	202.908.67	99.500.00	103.408.67	0.00
0017 - CO ATTORNEY DEL FINE COLLECT FUN	300,700.93	8,984.08	309.685.01	630.50	309.054.51	0.00
0018 - SPECIAL LAW ENFORCEMENT FUND	128.735.00	0.00	128 <i>.</i> 735.00	0.00	128.735.00	0.00
0019 - PROPERTY ACQUISITION/IMPROVEMENT/MAIN	3.697.424.11	3.620.864.63	7.318.288.74	337.813.02	6.980.781.97	306.25
0020 - SECONDARY ROADS FUND	9.693.730.61	6.075.065.95	15.768.796.56	8.362.261.58	7.613.275.70	300.894.16
0023 - REAP FUND	56.965.90	32,854.00	89,819.90	5.688.55	83,381,35	0.00
0024 - CO RECORDER'S RECORDS MGMT FUND	39.726.47	6,221.00	45,947.47	400.00	45,547.47	0.00
0026 - RESTORATION INITIATIVE HITCHCOCK	95.202.00	0.00	95,202.00	0.00	95.202.00	0.00
0027 - CO CONSERV LAND ACQ	267.888.90	91,872.36	359.761.26	67.252.08	292,509.18	0.00
0034 - LOCAL GOVERNMENT OPIOID ABATEMENT FUN	608.398.60	126,104.20	734,502.80	63,402.50	671.100.30	0.00
0035 - LOST SECONDARY ROADS FUND	2.107.504.65	1.795,500.12	3.903.004.77	62.000.00	3.841.004.77	0.00
0036 - LOST SOIL CONS WEST FUND	593.630.63	128.250.01	721,880.64	29,350.53	688.993.74	23,325.34
0037 - LOST SOIL CONS EAST FUND	786.342.39	128.250.01	914,592.40	70,191.34	845,747.21	10.710.00
0039 - FINANCIAL ASSURANCE FUND	11.000.00	6.575.00	17.575.00	0.00	17,575.00	0.00
0040 - C.I.T.I.E.S. FUND	155.521.89	243.427.03	398,948.92	272,766.66	126,182.26	0.00
0041 - ANIMAL CONTROL DONATIONS FUND	25.118.91	0.00	25,118.91	1,525.92	23,163.99	0.00
0042 - AMERICAN RESCUE PLAN ACT (ARPA)	9.707.532.34	50.000.00	9.757,532.34	1,643,006.83	8.114.525.51	0.00
0046 - WEST SWCD/POTT CO STRUCTURES FUN	19.047.30	15.000.00	34.047.30	23.058.70	33.793.94	22.805.34
0047 - EAST SWCD/POTT CO STRUCTURES FUN	123,532.25	10.000.00	133.532.25	0.00	133.532.25	0.00
0049 - POTTAWATTAMIE COUNTY IMPACT FUND	101.884.38	0.00	101.884.38	0.00	101.884.38	0.00
0051 - VETERAN SERVICE OFFICE DONATIONS FUND	16.640.50	1.950.00	18.590.50	1.000.00	17.590.50	0.00
0052 - VETERANS RELOCATION ALLOCATION FUND	0.00	20.000.00	20.000.00	7.500.00	12.500.00	0.00
0053 - POTT COUNTY INDUSTRIAL PARK UR	0.00	39.453.52	39.453.52	0.00	39.453.52	0.00
1620 - BOND SERIES 2020A CAPITAL FUND	228,097.13	0.00	228.097.13	14.664.58	213,432.55	1.800.00
1630 - BOND SERIES 2021A CAPITAL FUND	610,453.20	0.00	610.453.20	460.012.89	154,187.31	3.747.00
1640 - BOND SERIES 2021B CAPITAL FUND	3,278,052.81	0.00	3.278.052.81	1,418,284.31	1.859.768.50	0.00
1650 - BOND SERIES 2022 CAPITAL FUND	963,815.56	0.00	963,815.56	378,678.42	592,837.14	7,700.00
1700 - BIKE TRAIL FUND	238.446.84	200,000.00	438,446.84	53,763.82	384,683.02	0.00
1925 - 2020B ROADS CAPITAL PROJECT FUND	64.45	0.00	64.45	64.45	0.00	0.00
1935 - 2021C ROADS CAPITAL PROJECT FUND	4.126.569.68	0.00	4.126.569.68	4,038.945.68	66,589.83	1.569.00
2200 - BOND SERIES 2016A DEBT FUND	257.453.06	60.134.55	317.587.61	4.162.50	313.425.11	0.00
2210 - BOND SERIES 2018 DEBT FUND	212.068.76	314.418.33	526.487.09	6.350.00	520.137.09	0.00
2220 - BOND SERIES 2020A DEBT FUND	327,143.86	467.274.22	794.418.08	21 <i>.</i> 750.00	772.668.08	0.00
2225 - BOND SERIES 2020B (LOSST) DEBT FUND	340.48	7.950.00	8.290.48	7.950.00	340.48	0.00
2230 - BOND SERIES 2021A DEBT FUND	59,644.61	154,489.06	214,133.67	15.150.00	198.983.67	0.00
2235 - BOND SERIES 2021C (LOSST) DEBT FUND	370.97	54.050.00	54,420.97	54.050.00	370.97	0.00
2240 - BOND SERIES 2021B DEBT FUND	13.311.61	365.637.39	378.949.00	110,100.00	268.849.00	0.00
2250 - BOND SERIES 2022 DEBT FUND	7.949.24	373.268.01	381.217.25	29.350.00	351.867.25	0.00
4000 - EMER MANAGEMENT SERVICE FUND	354.658.50	137,202.13	491.860.63	437.018.36	54,845.54	3.27
4010 - E911 FUND	655.960.63					4,152.82
		407,281.82	1.063.242.45	346.039.11	721.175.77	
4100 - ASSESSOR'S FUND	1.248.325.56	1,101,492.63	2,349,818.19	911,444.34	1,441,152.86	2,923.96
4140 - AG EXTENSION EAST FUND	1.311.12	139.400.27	140,711.39	137,605.88	3,105.51	0.00
4150 - AG EXTENSION WEST FUND	2.754.23	248.331.58	251.085.81	240.121.67	10.964.14	0.00
4155 - MHDS REGION FUND	2.514.393.87	3.778.092.34	6.292.486.21	3.931.168.98	2.134.046.33	417.353.69
4200 - SCHOOLS	552,017.26	46,265,252.90	46.817.270.16	45.243 <i>.</i> 801.71	1.573.468.45	0.00
4300 - MERGED AREA XIII	52.513.70	4.835,252.20	4.888.765.90	4.694.976.72	193,789.18	0.00
4310 - MERGED AREA XIV	0.95	524.44	525.39	525.39	0.00	0.00
4400 - CORPORATIONS	508.333.99	41.894.198.47	42.402.532.46	40.415.794.57	1.986.737.89	0.00
4450 - CITY SPECIAL COLLECTIONS	63.622.00	505,563.00	569.185.00	557.023.00	12.162.00	0.00
4451 - CITY DRAINAGE COLLECTIONS	8,208.00	166,745.00	174,953.00	174.072.00	881.00	0.00
4650 - OTHER SPECIAL ASSESSMENTS		721,979.00		721.979.00	0.00	0.00
	0.00		721,979.00			
4700 - TOWNSHIPS	7.160.09	775,668.53	782.828.62	760,766.60	22,062.02	0.00
4800 - BRUCELLOSIS/TB ERAD	90.12	6.195.35	6.285.47	6,034.63	250.84	0.00
5005 - TAX SALES	95.019.14	748.333.86	843.353.00	748.333.86	90.316.78	90.316.78
5010 - AUTO LICENSE	2.895.713.03	17.023.682.74	19.919.395.77	17.341.839.38	2.575.942.71	1.213.05
5090 - TAX IN ADVANCE	234.370.10	57.936.78	292.306.88	212.816.30	79.490.58	0.00
5100 - UNAPPORTIONED TAX	1,234.00	0.00	1,234.00	0.00	354.00	354.00
5300 - RECORDERS ELECTRONIC FEE	1,108.43	6,221.00	7,329.43	6.401.43	928.00	0.00
5400 - JUVENILE DETENTION	142.783.25	1.335,694.69	1.478,477.94	898,995.70	577,914.72	1.234.12
5800 - JUVENILE DETENTION CAPITAL FUND	483.666.93	606.700.98	1.090.367.91	465,288.41	625,079.50	0.00
6000 - DRAINAGE	663.632.27	2.260.529.28	2.924.161.55	1.809,365.87	337.018.29	24.132.49
8000 - CRESCENT RIDGE SKI HILL	0.00	2.292.050.31	2.292.050.31			360.736.45
				1.825.465.16	827.321.60	
Report Totals: I hereby certify the above report to be a	32.320.472.92 True and accure	te account of trans	2/3.2/1.224./4 actions during the pe	1/4,8/9,040.// - L heifieds (s)	20.404.004.05 12997 220V A an	1.385.020.60 rer
			a salatio daring the pe		J	

Committee Appointments

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

Received/Filed

Public Comments

Closed Session

BUDGET STUDY SESSIONS

- 1) Attorney
- 2) HR
- 3) Conservation
- 4) Planning
- 5) Environmental Health
- 6) Animal Control
- 7) Public Health
- 8) Sheriff
- 9) Jail
- 10) 911