

# **Consent Agenda**

**August 13, 2024**

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present. 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. August 6, 2024, Minutes as read.
- B. Renewal of Class E Liquor License for Casey's Marketing Company d/b/a Casey's General Store #3204, Minden.
- C. Renewal of Class E Liquor License for Casey's Marketing Company d/b/a Casey's General Store #3205, Council Bluffs.
- D. Renewal of Class E Liquor License for Taylor Oil Enterprises, Limited d/b/a Taylor Quik Pik, Council Bluffs.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion by Belt, second by Jorgensen, to open Public Hearing.

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

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

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

Motion by Wichman, second by Shea, to approve and authorize Board to sign Planning and Zoning **Resolution No. 2024-06.**

**PLANNING AND ZONING  
RESOLUTION NO. 2024-06**

**WHEREAS**, the proposed preliminary plat and supporting documents for **Freedom Hills**, a subdivision situated in **Crescent Township**, has been filed with the Pottawattamie County Planning and Zoning Commission for its study and recommendation under **Case #SUB-2024-04**; and

**WHEREAS**, said Commission conducted a public hearing on **July 15, 2024**, in accordance with Chapter 9.04 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and has given all parties an opportunity to be heard; and

**WHEREAS**, after careful study and being thoroughly familiar with the involved real estate and the surrounding area, said Commission has submitted its written recommendation to this Board to approve the preliminary plat; and

**WHEREAS**, this Board conducted a public hearing on **August 13, 2024** in accordance with the above-noted Ordinance and Statute, and has examined the proposed preliminary plat; and

**WHEREAS**, after careful study, and due consideration this Board has determined that the proposed preliminary plat conforms to the requirements of Chapter 9.01-9.30. Subdivision Ordinance of the Pottawattamie County, Iowa, Code; the Pottawattamie County, Iowa, Land Use Plan and Chapter 354, Code of Iowa, and has deemed it to be in the best interest of Pottawattamie County, Iowa, to concur with the County's Planning and Zoning Commission's recommendation:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA:** That the proposed preliminary plat of **Freedom Hills**, be, and the same is hereby approved as the preliminary plat of said subdivision.

Provided however, that this Resolution shall not be construed as being a final acceptance or approval of said Plat with the meaning of Chapter 9.01-9.30, Subdivision Ordinance, of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa; that after completion of all improvements and satisfaction of all requirements for final plats required by the State and County Ordinances and this Resolution, the final plat shall be submitted to this Board for its consideration.

PASSED AND APPROVED August 13, 2024.

	<b>ROLL CALL VOTE</b>			
	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
_____ Susan Miller, Chairperson	○	○	○	○
_____ Scott Belt	○	○	○	○
_____ Brian Shea	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Jeff Jorgensen	○	○	○	○

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

RECORD: After Passage

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

**3. OTHER BUSINESS**

Motion by Shea, second by Jorgensen, to approve monthly payment for positive pay/fraud protection with American National Bank, to be paid for by the Board. After further discussion, the motion by Shea, and second by Jorgensen, was rescinded, in order to request American National Bank to make a presentation on explaining the billing structure for positive pay/fraud protection.  
 Discussion only. No Action Taken.

After discussion, the Board tabled the job description and pay for the position of Inspector Lead until August 20.  
 Discussion only. No Action Taken.

After discussion, the Board tabled the job description and pay for the position of County Inspector II until August 20.  
 Discussion only. No Action Taken.

After discussion, the Board tabled the job description and pay for the position of County Inspector I until August 20.  
 Discussion only. No Action Taken.

**4. COMMITTEE APPOINTMENTS**

Board discussed Committee meetings from the past week.

**5. RECEIVED/FILED**

- A. Salary Action(s):
  - 1) Thriving Families Alliance – Payroll status changes for Erika Kirchhoff, Jordan Morse, Tiffany Pinkerton, Carrie Powders, Jessica Rayment, and Patricia Russmann.
  - 2) Attorney – Payroll status changes for Mandi Jo May and Fabiola Contreras.
  - 3) SWI Juvenile Detention Center – Payroll status changes for Hannah Church and Addison Fischer.
  - 4) Conservation – Payroll status changes for Amy Johnson-Campagna and Rene Stroud.
  - 5) WIC – Employment of Josey Bohbot as a part-time Breast-Feeding Peer Counselor.
- B. Report(s):
  - 1) Recorder Fee Book for July 2024.
- C. Out of State Travel Notification(s):
  - 1) Jail – Out of State Travel Notifications for Kayla Smeal and Tricia Jones.

**6. PUBLIC COMMENTS**

The following individuals appeared before the Board:  
 Tim Kealy

**7. CLOSED SESSION**

Motion by Wichman, second by Shea, to go into Closed Session pursuant to Iowa Code 21.5.(1)(i) for discussion and/or decision on personnel matters.

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

Motion by Wichman, second by Jorgensen, to go out of Closed Session.

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

**8. ADJOURN**

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:30 P. M.

\_\_\_\_\_  
Susan Miller, Chair

ATTEST:

\_\_\_\_\_  
Melvyn Houser, Auditor

APPROVED: August 20, 2024

PUBLISH: X

# **Scheduled Sessions**

**Greg Mathis/PL-566 Inspector and Brook  
Bauer/Conservation Assistant, West  
Pottawattamie Soil and Water**

**Presentation on PL-566 structures.**

# West Pottawattamie PL-566 Structures

# History

- Built in 1960-1980 for erosion control using federal funds
- Perpetual Easements
- West Pottawattamie has 60 structures
  - Ponds
  - Road Structures/ Culverts



**RH E-1**  
(near 240<sup>th</sup> & Magnolia Rd)

**IC-2**  
(Honeysuckle)



# Operation & Maintenance

- Responsibility of sponsors
  - Soil & Water Conservation District
  - Pottawattamie County
- Maintenance
  - Mowing
  - Trees
  - Beaver control
  - Erosion (chute/ shoreline)
- Funding?
  - Pott Co provides “Structure fund”
    - \$15,000 annually



Schedule Tour?

**Mark Shoemaker/Director and Jeff  
Franco/Director, Conservation**

**Update on Conservation.**



# Annual Report

Fiscal Year 2023-2024



## Board Members

President, Eric Hough, December 31, 2024

Vice President, Jerry Mathiasen, December 31, 2022

Secretary, Mary Kramer, December 31, 2025

Board Member, Brittany Dix, December 31, 2026

Board Member, Chris Ruhaak, December 31, 2028

# Leaving A Legacy

The past year has gone by incredibly fast despite knowing my plan to retire was in the mix. A yearlong countdown dwindles to a handful of days as quickly as the seasons change and it's difficult to capture thoughts of a single year when you have memories from the past 30 years igniting so many moments of success and failure.

Working for Pottawattamie County Conservation and with the people has been an amazing career with so much growth and change happening the past year.

After the initial purchase of Mt. Crescent Ski Area, an extremely successful first season under county ownership, and major improvements occurring on the property, the second season was impacted by unseasonably warm weather, extreme cold snaps and ultimately one of the worse seasons in terms of "ski" weather over the past 60 years. Regardless of the obstacles, the season was a success thanks to dedicated staff and the community's amazing response to the county-owned facility. Work is underway to complete the master plan and guide Mt. Crescent to a new name and four-season opportunities in the coming years.

A major backbone of Pottawattamie Conservation is our parks and wildlife areas. Trying to keep up with public demand and need is a constant task, from maintaining existing facilities to providing new outdoor recreation activities. All of the parks have seen improvements the past year spurred on by the vision of conservation staff and funding from county obligated bonds and public and private grant dollars. Hitchcock Nature Center added full-service hookup sites, the one-of-a-kind Heartwood Pavilion, and began implementing the use of solar energy to run facilities. Arrowhead Park and Botna Bend Park also saw the addition of new full hookup sites, along with cottage renovations at Arrowhead Park and maintenance shop improvements at Botna Bend Park. Idle Town Park, the last stop on the West Nishnabotna Water Trail, added a dump station to the small park and campsite hoping to increase recreational opportunities and enhance the nearby attractions of Macedonia.

## Mission Statement

The mission of Pottawattamie Conservation is to provide meaningful experiences for people of all ages with the unique natural resources of Pottawattamie County through diverse and sustainable education, recreation and conservation opportunities.

Complimenting all of our parks and wildlife areas are the Environmental Education (EE) and Natural Areas Management (NAM) programs. Both focus on connecting people with the natural environment by providing quality educational experiences and stewardship of our natural resources. By offering classes and events for all ages, the Environmental Education staff has made a huge impact on the community and how people perceive and enjoy nature. Without our natural resources and the ability to take care and protect areas in Pottawattamie County, we would have no foundation for the people to enjoy and understand the importance of the ecosystems they live in. The NAM department is somewhat unique to County Conservation in Iowa and their work to protect and enhance outdoor areas is never ending, but never forgotten.

We all seem to get caught up in the numbers, willing an organization to succeed based on dollars spent and dollars made. The overall operating and maintenance budget for Pottawattamie Conservation in 2023/24 was \$2,111,000 and through user fees was able to collect \$520,000 in revenue.

Yes, numbers are important but the real joy and satisfaction of working for a conservation organization comes from the experiences created and the impact you have on someone's life and their well-being. When this happens with people you have come to call family, and are willing to fight for, it makes it even more special.

I am looking forward to the future of Pottawattamie Conservation and the amazing team that works so hard ensuring the success of the organization and making sure there will always be the opportunity for an incredible Pottawattamie Conservation experience.



Mark Shoemaker  
Executive Director  
1994-2024



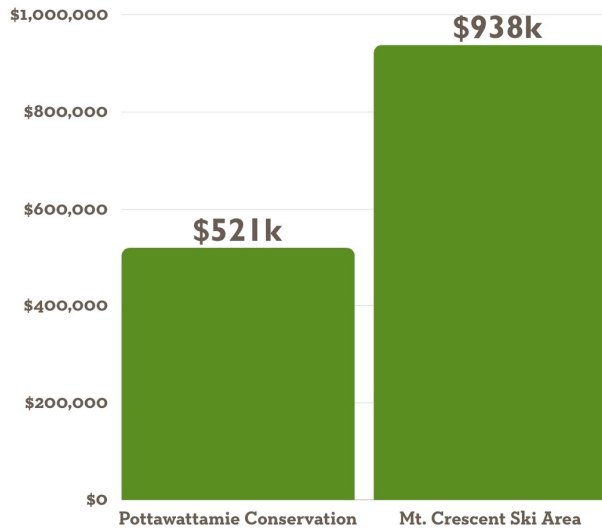
## Organization Highlights

- Updated and camping amenities:
  - \* Added full hook up campsites at Arrowhead Park (13 sites), Botna Bend Park (11), and Hitchcock Nature Center (9 sites)
  - \* Added partial hook up sites (9 sites) at Botna Bend Park
  - \* Added electric-only sites (10 sites) at Arrowhead Park
  - \* Expanded Hilltop and White Pine cottages to include one bedroom, a 3/4 restroom, and a full kitchen (Cottages sleep up to six)
  - \* Installed a dump station at Old Town Park
- Made the following improvements at Hitchcock Nature Center:
  - \* Finished construction on the new Heartwood Pavilion
  - \* Installed a new manganese water treatment system
  - \* Began installing solar panels to power facilities
- Made the following improvements at Mt. Crescent Ski Area:
  - \* Installed a new, state-of-the-art snow making system and pump house
  - \* Purchased four additional snow machines
  - \* Finished electrical upgrades
- Hosted statewide Iowa County Conservation System conference, "Living with Loess"
- Pottawattamie Conservation was honored to win three awards this fiscal year. Mt. Crescent was awarded "best attraction" by the Iowa Tourism Office and the Omaha Metropolitan Area Tourism Awards. Hitchcock Nature Center won an Environment & Open Space Award at the Laurel Awards by Omaha By Design for trail expansions.

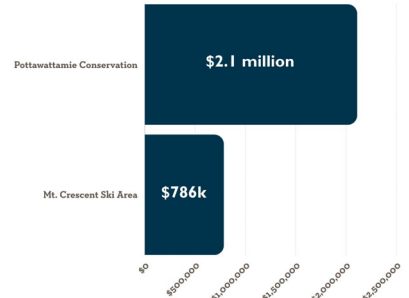


# Financial Reporting

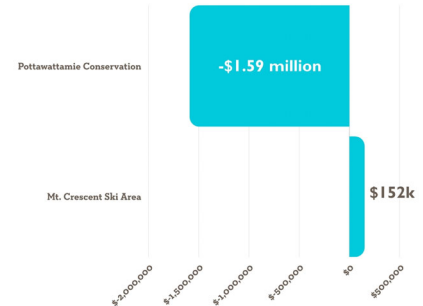
## Revenue



## Expenses



## Balance

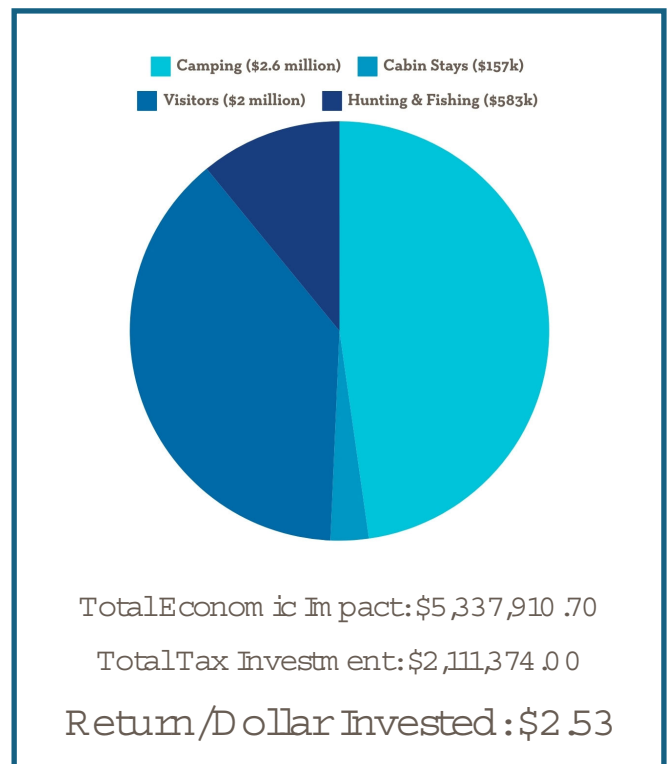


## Economic Analysis

Tourism and outdoor recreation have impacts on local communities that go well beyond the ability to directly collect tax dollars utilized to support park operations. Each type of activity also results in economic impacts on the surrounding local communities. For example, an RV or cabin camping trip generates visitor spending on fuel, food, camping supplies, and other camping-related items that are not reflected in the fees collected.

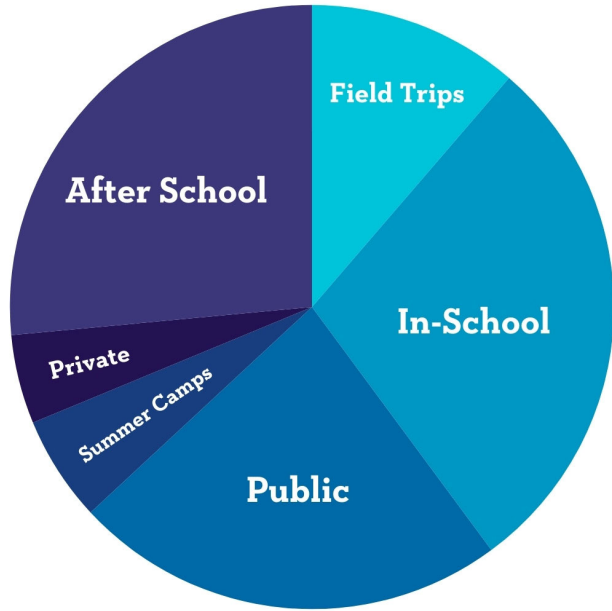
The Iowa County Conservation System (ICCS), in partnership with the Iowa Department of Natural Resources (IaDNR), have compiled data on the economic impacts that different outdoor recreational activities have on local economies.\* The information to the right represents the economic impact Pottawattamie Conservation recreational activities have on surrounding communities.

\*Numbers provided by ICCS and IaDNR were taken from studies conducted in 2012. When adjusted for 2024 dollars, it is reasonable to assume that the economic impact from recreational activities is even greater than what is represented on this page.



# Environmental Education

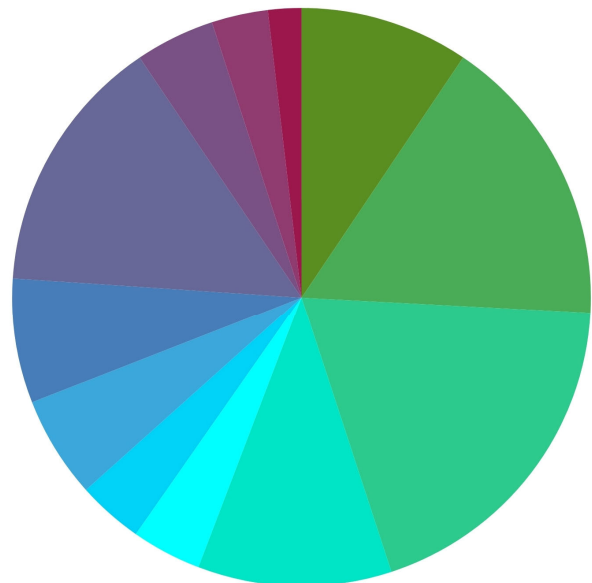
More than 300 Programs Offered  
 More than 8,000 Participants Served



# Volunteer Hours: 9,242

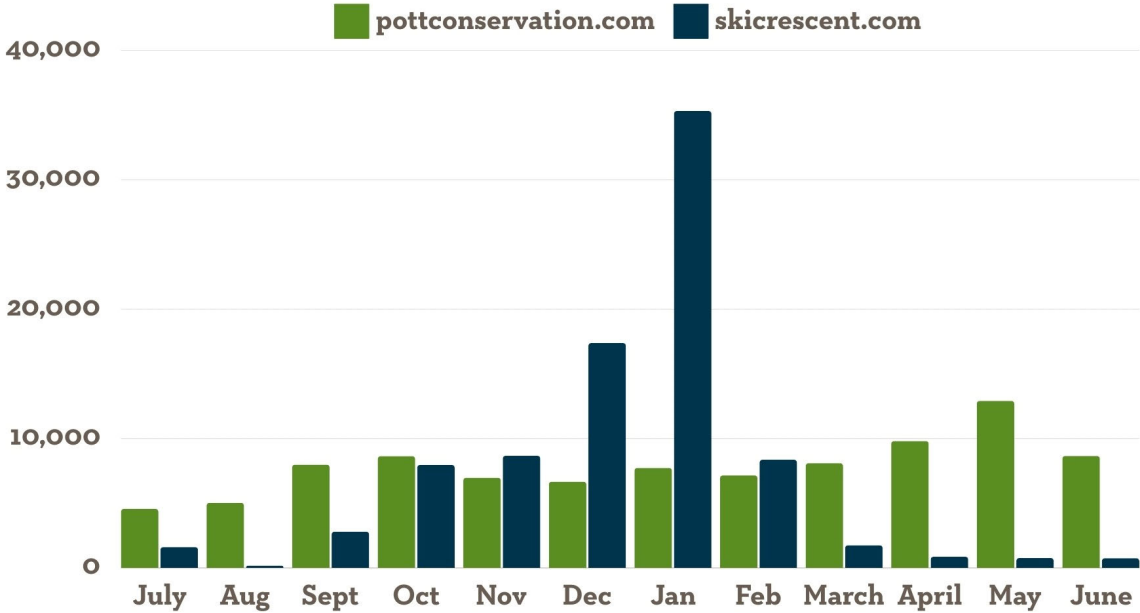


- Welcome Desk
- Camp Host (HNC)
- Nordic Patrol
- Ski Patrol
- Hawk Watch
- Raptor Banding
- Natural Areas
- Other
- Botna Bend
- Arrowhead
- Trail Stewards
- Main Office



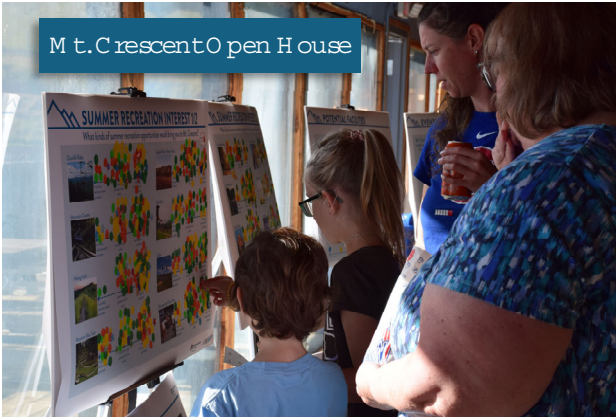
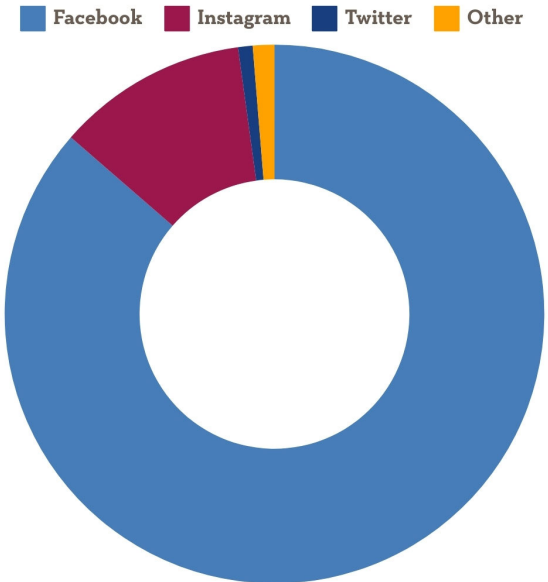
### Website Visitors: 179,448

pottconservation.com | 94,856 (+44% YOY)  
 skicrescent.com | 84,592 (-21% YOY)

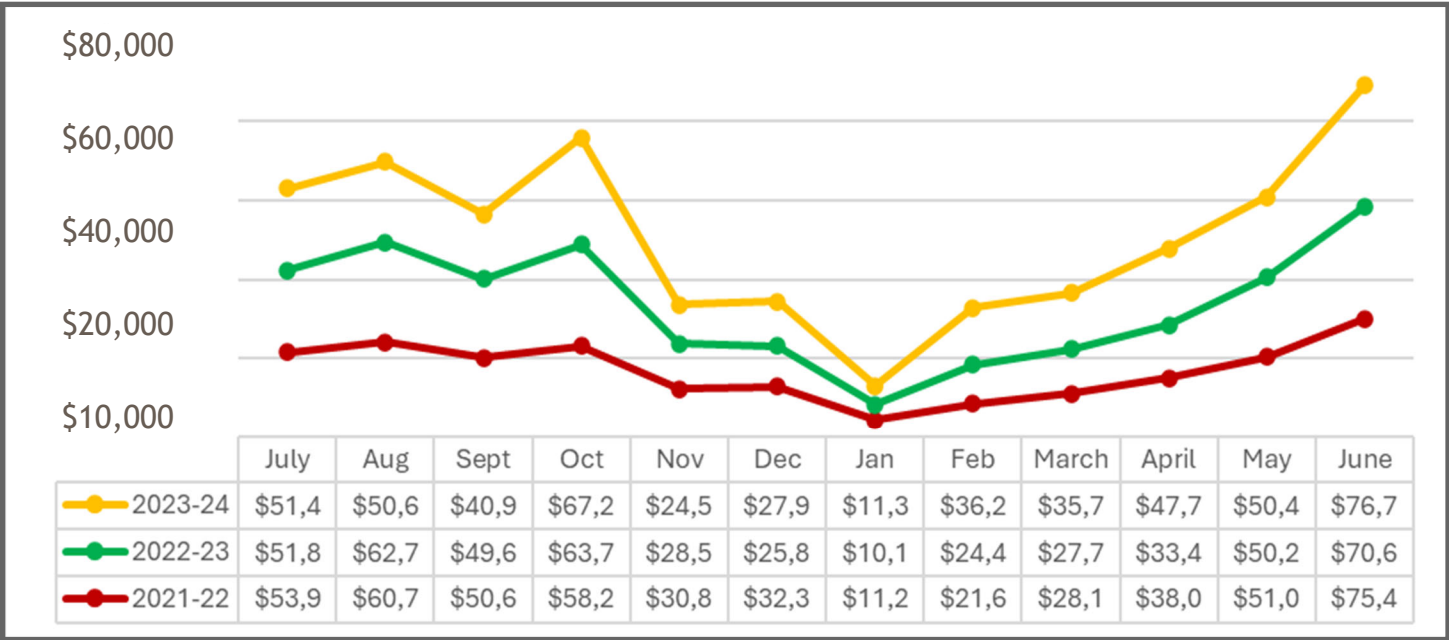


### Social Reach

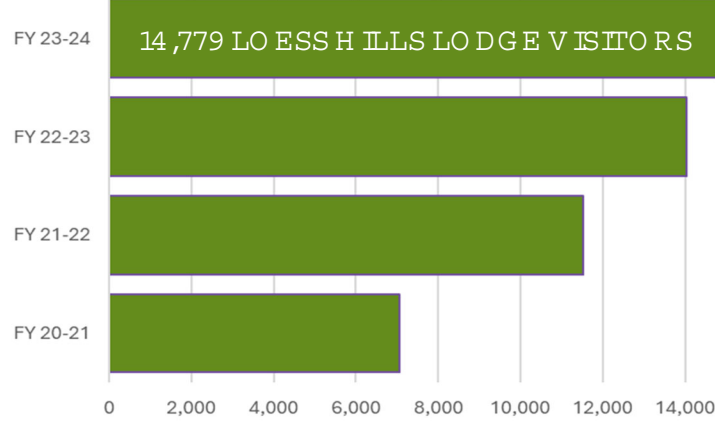
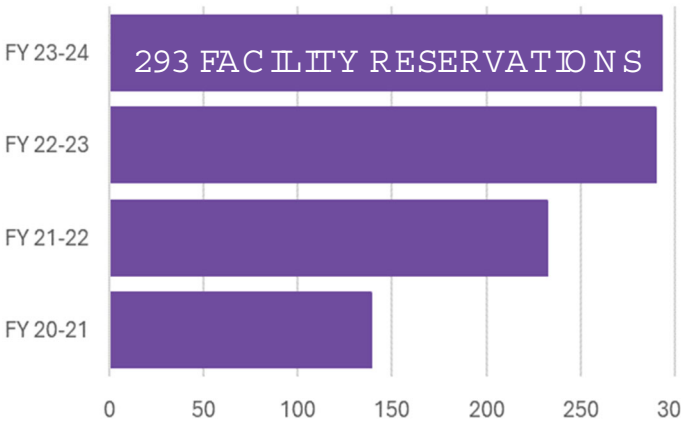
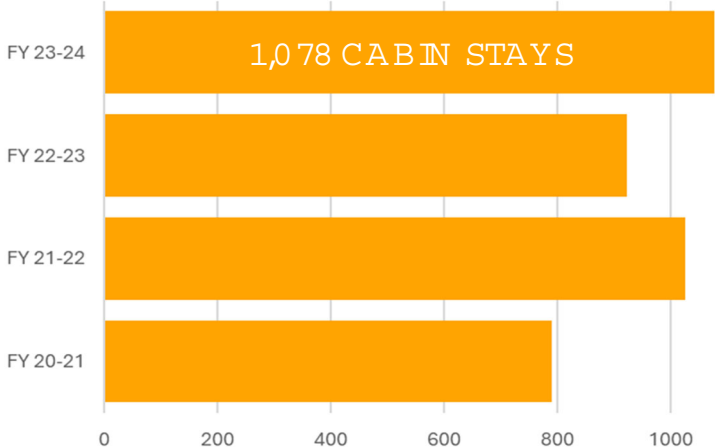
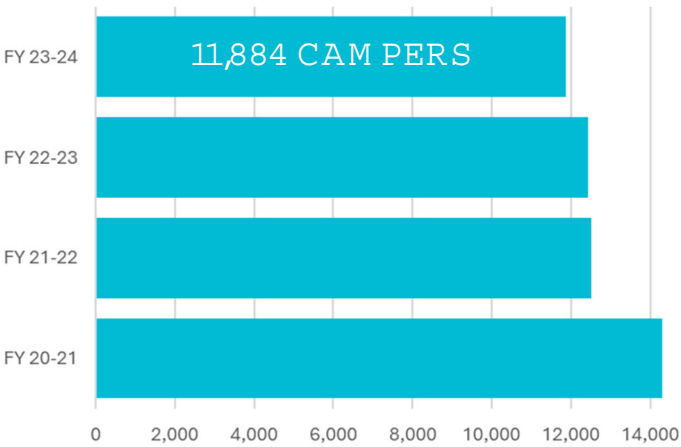
Users Reached | 3,495,984 (+8% YOY)  
 Followers | 53,000 (+166% YOY)

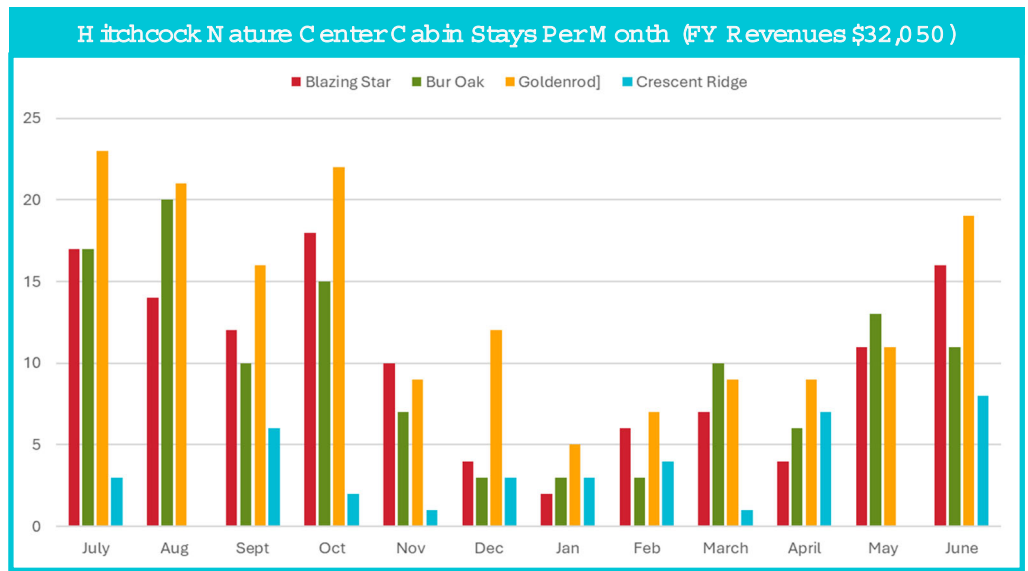
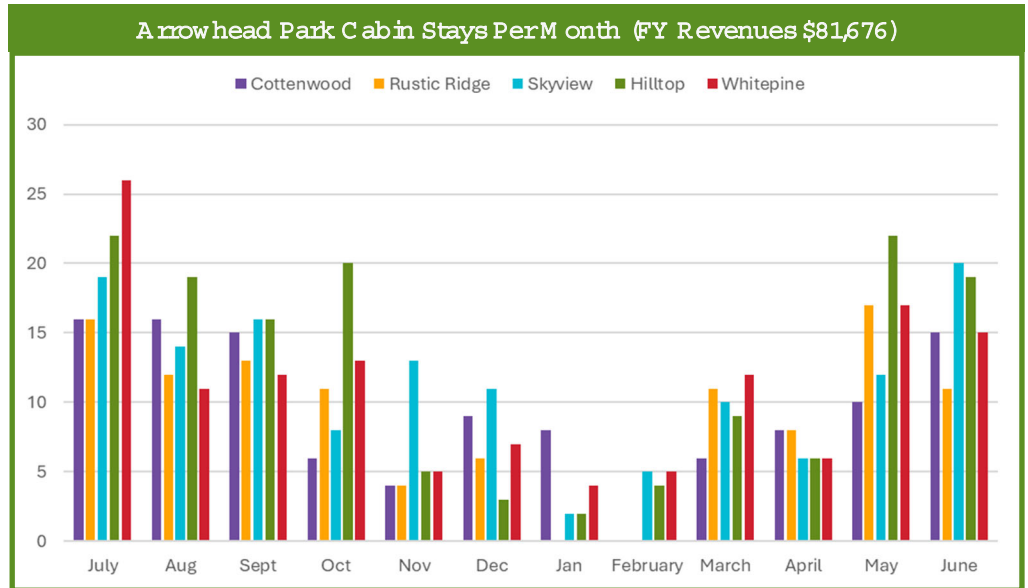
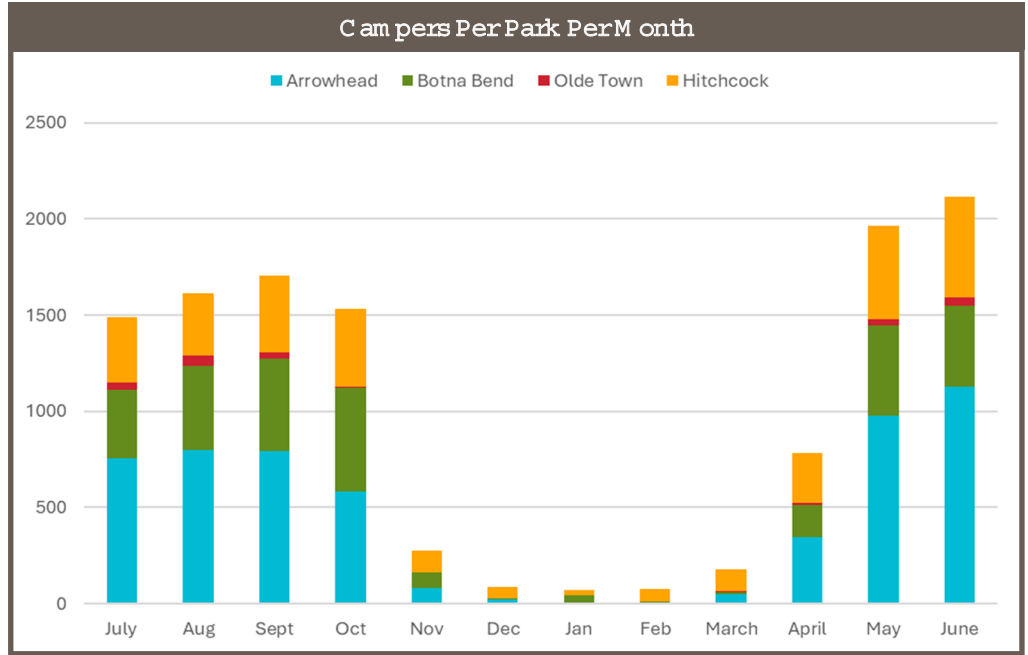


User Fees 2023-2024 : \$521,103 | +4% YOY



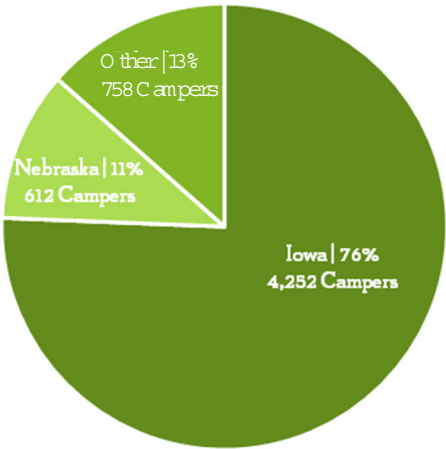
Fiscal Year Overview



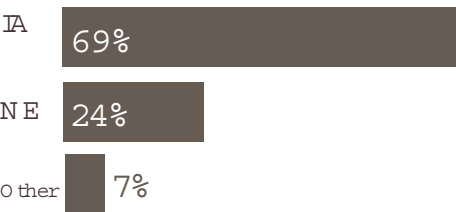


Camping & Daily Use Demographics: State

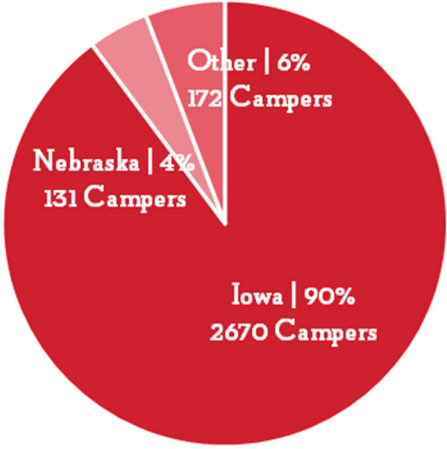
Arrowhead Park



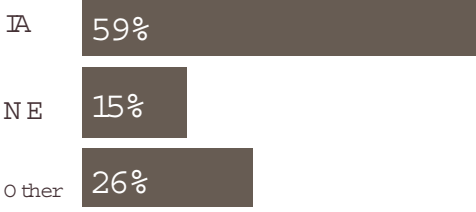
Daily Usage



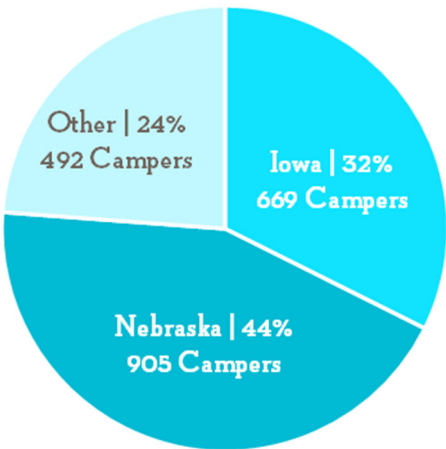
Botna Bend Park



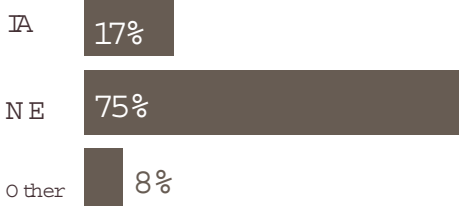
Daily Usage



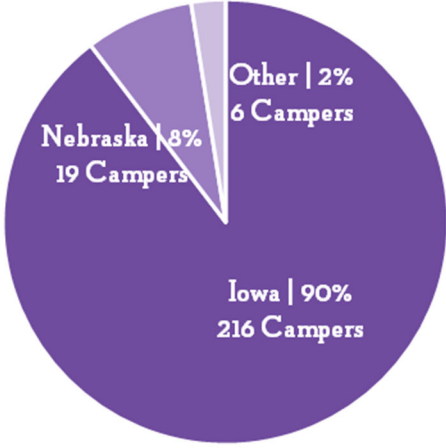
Hitchcock Nature Center



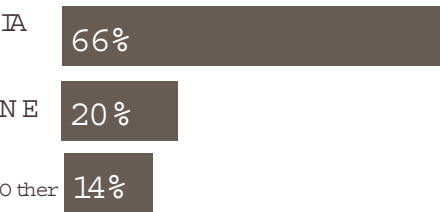
Daily Usage



Old Town Park



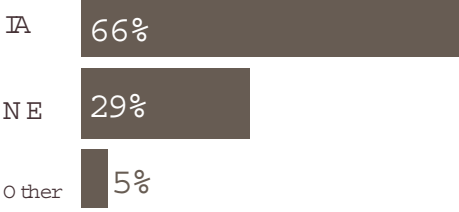
Daily Usage



Above: Testing of the new snowmaking system at Mt. Crescent Ski Area.

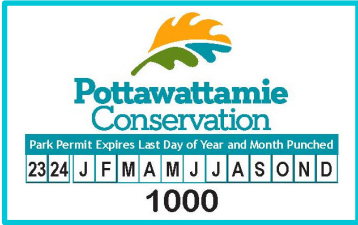
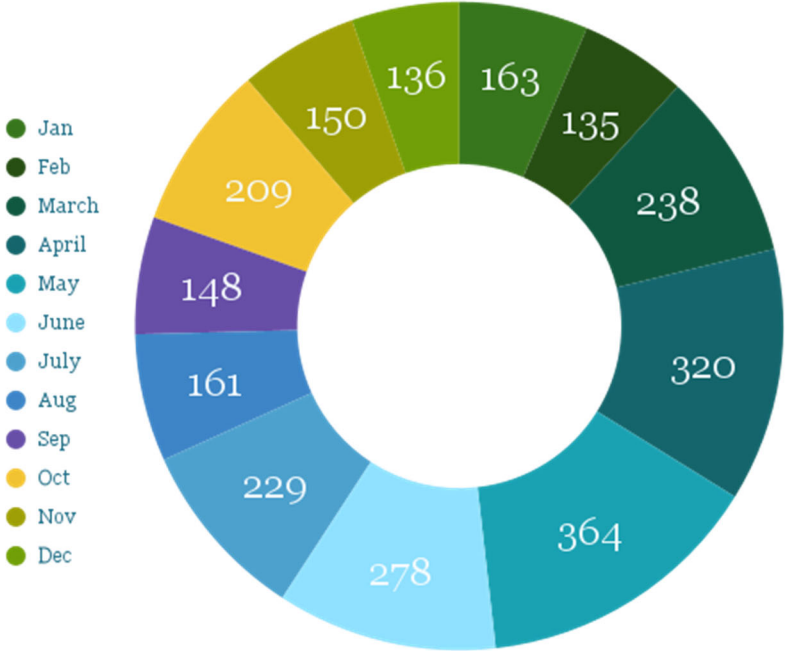
Narrow River Park

Daily Usage



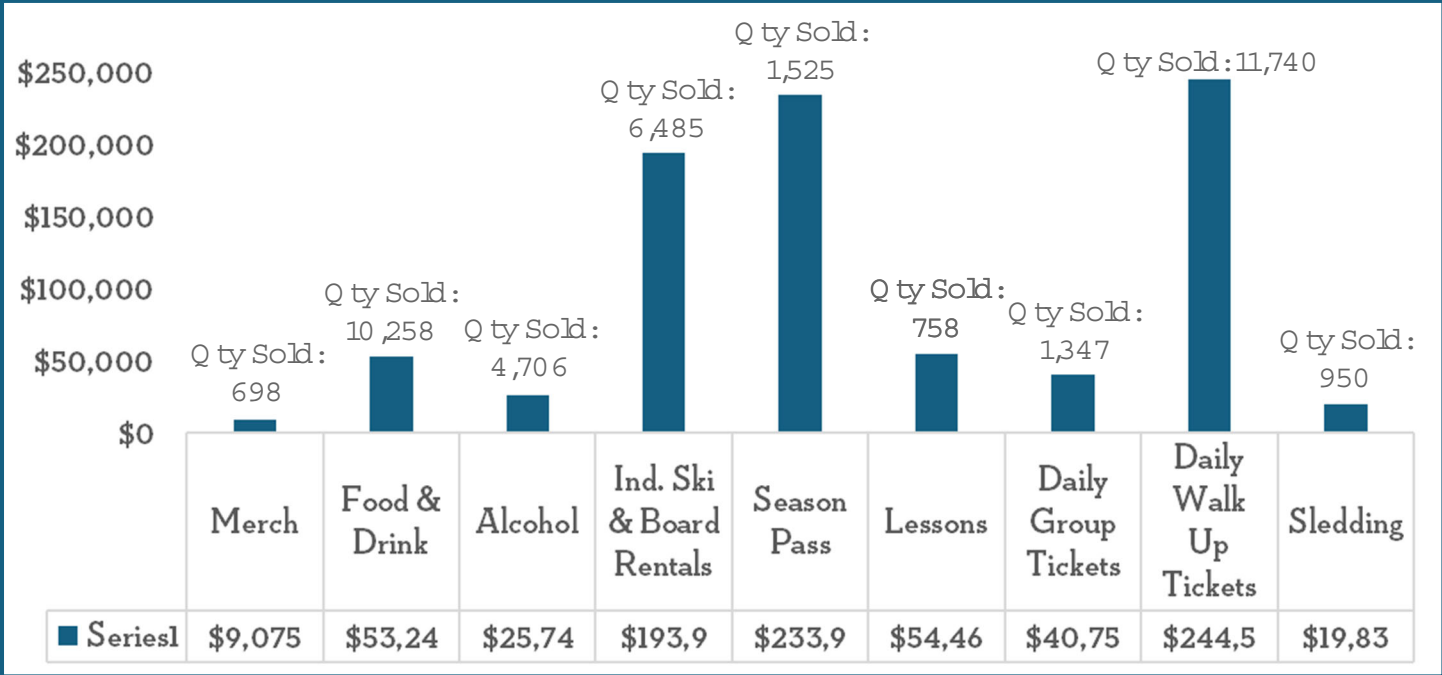
Above: Picture of Loess Hills Lodge

Park Memberships 2023: 2,531 | +5% YOY



- Membership Details
- In-county: 814
  - Out-of-county: 1249
  - Family: 209
  - Supporter: 100
  - Extra: 83

2023-2024 Mt. Crescent Ski Season







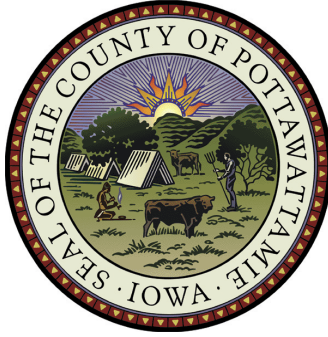
**Recognition on Mark Shoemaker's dedicated  
Service and Retirement.**

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

**Discussion and/or decision to approve and authorize Board to sign Resolution No. 52-2024 entitled: Resolution for Transfer from Gaming Fund to West SWCD/Pott Co. Structures Fund and East SWCD/Pott Co. Structures Fund.**



MELVYN HOUSER  
POTTAWATTAMIE COUNTY AUDITOR  
AND ELECTION COMMISSIONER  
227 S. 6<sup>th</sup> St, Room 243  
P. O. BOX 649  
COUNCIL BLUFFS, IOWA 51502-0649



Linda Swolley, First Deputy - Real Estate  
Marilyn Kennedy, Elections  
Becky Lenihan, Finance & Tax Officer  
Phone (712) 328-5700  
FAX (712) 328-4740

August 20,2024

Reso

To: Heather Ausdemore

RE: Transfer from Gaming Fund (0003) to West SWCD/Pott Co Structures Fund (0046)

RE: Transfer from Gaming Fund (0003) to East SWCD/Pott Co Structures Fund (0047)

As per board authorization of August 20, 2024, please transfer funds as follows:

\$15,000	<b>FROM</b>	0003-99-0300-000-81400-000	(Gaming Fund)
\$15,000	<b>TO</b>	0046-0-99-0300-904000-000	(West SWCD/Pott Co Structures Fund)

And

\$10,000	<b>FROM</b>	0003-99-0300-000-81400-000	(Gaming Fund)
\$10,000	<b>TO</b>	0047-0-99-0300-904000-000	(East SWCD/Pott Co Structures Fund)

Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank-you  
Becky Lenihan  
Finance and Tax Officer

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

**Discussion and/or decision to approve and authorize Board to sign Resolution No. 53-2024 entitled: Resolution for Transfer from General Basic Fund to Veterans Relocation Allocation Fund.**

**RESOLUTION NO. 53-2024**

**RESOLUTION FOR TRANSFER FROM GENERAL BASIC FUND TO VETERANS RELOCATION ALLOCATION FUND**

**WHEREAS**, it is desired to transfer money from the General Basic Fund to Veterans Relocation Allocation Fund; and

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

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

**SECTION 1:** The sum of \$17,500.00 is ordered to be transferred from General Basic Fund to the Veterans Relocation Allocation Fund;

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

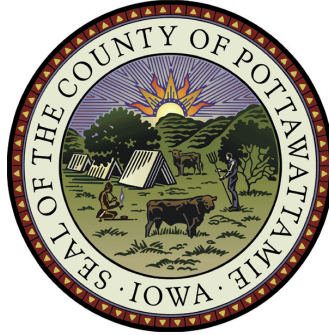
**Dated this 20th Day of August, 2024.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

**MELVYN HOUSER**  
**POTTAWATTAMIE COUNTY AUDITOR**  
**AND ELECTION COMMISSIONER**  
227 S. 6<sup>th</sup> St, Room 243  
P. O. BOX 649  
COUNCIL BLUFFS, IOWA 51502-0649



Linda Swolley, First Deputy - Real Estate  
Marilyn Kennedy, Elections  
Becky Lenihan, Finance & Tax Officer  
Phone (712) 328-5700  
FAX (712) 328-4740

August 20, 2024

Reso No.

To: Heather Ausdemore

RE: Transfer from General Basic Fund to Veterans Relocation Allocation Fund

As per board authorization of August 20, 2024, please transfer as follows:

\$ 17,500.00 **FROM:** 0001-99-0300-000-81400-000 (General Fund)  
\$ 17,500.00 **TO:** 0052-0-99-0300-904000-000 (Veterans Relocation Allocation Fund)

For transfer from the General Basic Fund to Veterans Relocation Allocation Fund per the Board of Supervisors.

Thank You

Becky Lenihan  
Finance and Tax Officer

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

**Discussion and/or decision to approve and authorize Board to sign Resolution No. 54-2024 entitled: Resolution for Transfer from General Basic Fund to Secondary Roads Fund.**



**RESOLUTION NO. 54-2024**

**RESOLUTION FOR TRANSFER FROM GENERAL BASIC FUND TO SECONDARY ROADS FUND**

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

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

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

**SECTION 1:** The sum of \$125,467.00 is ordered to be transferred from General Basic Fund to the Secondary Roads Fund;

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

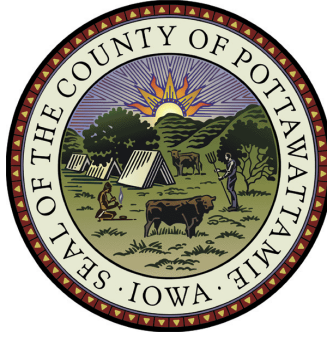
**Dated this 20th Day of August, 2024.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

**MELVYN HOUSER**  
**POTTAWATTAMIE COUNTY AUDITOR**  
**AND ELECTION COMMISSIONER**  
227 S. 6<sup>th</sup> St, Room 243  
P. O. BOX 649  
COUNCIL BLUFFS, IOWA 51502-0649



Linda Swolley, First Deputy - Real Estate  
Marilyn Kennedy, Elections  
Becky Lenihan, Finance & Tax Officer  
Phone (712) 328-5700  
FAX (712) 328-4740

August 20, 2024

Reso

To: Heather Ausdemore

RE: 2023-2024 Inter-fund Transfer from General Basic to Secondary Roads Fund

As per board authorization of August 20, 2024, please transfer as follows:

\$ 125,467.00 **FROM:** 0001-99-0300-000-81200-000 (General Basic Fund)

\$ 125,467.00 **TO:** 0020-0-99-0301-900000-000 (Secondary Roads Fund)

Budgeted (.02) transfer to Roads from General Basic. Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank-you  
Becky Lenihan  
Finance and Tax Officer

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

**Discussion and/or decision to approve and authorize Board to sign Resolution No. 55-2024 entitled: Resolution for Transfer from General Basic Fund to Property Acquisition/Improvement Fund.**

**RESOLUTION NO. 55-2024**

**RESOLUTION FOR TRANSFER FROM GENERAL BASIC FUND TO PROPERTY ACQUISITION/IMPROVEMENT FUND**

**WHEREAS**, it is desired to transfer money from the General Fund to Property Acquisition/Improvement Fund; and

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

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

**SECTION 1:** The sum of \$1,000,000 is ordered to be transferred from General Basic Fund to Property Acquisition/Improvement Fund, and

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

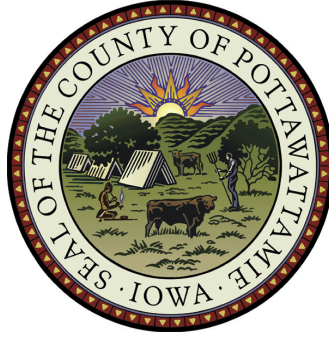
**Dated this 20th Day of August, 2024.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

**MELVYN HOUSER**  
**POTTAWATTAMIE COUNTY AUDITOR**  
**AND ELECTION COMMISSIONER**  
227 S. 6<sup>th</sup> St, Room 243  
P. O. BOX 649  
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Linda Swolley, First Deputy - Real Estate  
Marilyn Kennedy, Elections  
Becky Lenihan, Finance & Tax Officer  
Phone (712) 328-5700  
FAX (712) 328-4740

August 20, 2024

Reso

To: Heather Ausdemore

RE: Transfer from General Basic Fund to Property Acquisition/Improvement Fund

As per board authorization of August 20, 2024, please transfer as follows:

\$ 1,000,000.00    **FROM:** 0001-99-0300-000-81400-000 (General Basic Fund)  
\$ 1,000,000.00    **TO:**     0019-0-99-0300-904000-000 (Property Acquisition/Improvement Fund)

Budgeted transfer from General Basic to Property Acquisition/Improvement Fund.

Thank You

Becky Lenihan  
Finance and Tax Officer

**Other Business**

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

**Discussion and/or decision to approve New  
Job Description and pay for the position of  
Inspector Lead.**

**Job Description**

<b>Position Title</b>	Inspector Lead
<b>Reports To</b>	Director of Planning
<b>Supervises</b>	Inspector I, II, Seasonal
<b>FLSA Status</b>	Exempt
<b>Bargaining Unit</b>	N/A
<b>Grade</b>	532
<b>Updated</b>	8.13.24

**Summary of Position**

Under general administrative supervision of the Director of Planning, responsible for inspections and plan examination functions for the Department, along with enforcement of building, environmental and zoning codes. Leads and supervises County Inspector I, II and Seasonal position.

**Essential Functions**

Assist the Director of Planning in operation and coordination of the Inspector Division within the office of Planning and Development. Lead, supervise and train County Inspector I & II.

May attend and assist with monthly meetings of the Board of Appeals, Board of Health and Board of Supervisors.

Explain building and housing codes to engineers, architects, contractors, homeowners and other interested parties; monitor State and Federal laws, codes and requirements to determine their applicability and/or impact on local codes, ordinances and procedures and advise the Director of Planning of such issues.

Performs inspections of new development, remodeled and pre-manufactured single-family dwellings, accessory structures and commercial structures to ensure compliance with all adopted County and State building codes.

Perform plan reviews and inspections for building, electrical, mechanical and plumbing.

Prepare plan check correction notices, building correction notices and related records and reports.

Research material information to determine if alternative methods or materials are appropriate in a construction project.

Respond to customer inquiries in person, over the telephone, and over the Internet. Explain department policies, appropriate codes and building guidelines.



## Job Description

Review and correct residential, commercial and industrial construction plans and specification to ensure compliance with applicable adopted State and County codes and authorize the issuance of building permits after code compliance has been determined.

Review and approve third-party inspection reports if applicable to residential, commercial and industrial construction projects.

Utilize a computer and related software programs for the purpose of building, environmental and zoning code management, data entry and word processing.

Verify Building and Housing Code complaints and conducts inspections and investigation on violations from commencement and processing through the legal system; coordinate and cooperate with Department Staff on conducting violation inspections of zoning violations relating to construction matters. This process will include documentation of violations through reports and photographs, issuance of the notice of violation and citation of county infraction. Processing of violations shall be coordinated with the Director of Planning as well as the County Attorney and shall be performed in accordance with Planning Department policies. May be required to testify in Court proceedings to provide information about inspection findings, violations and actions taken by Department.

Visit construction sites, check plans and specifications for on-site conformity to all building codes, verify compliance with applicable Zoning Codes including but not limited to setbacks and height restrictions, conduct inspections of actual construction, issue correction notices, complete inspection logs and make final inspections upon completion of new structures, improvements or repairs to determine conformity with Plans and/or Codes.

Conducts inspections and testing of on-site septic systems, wells, pools, spas, tattoo facilities, illegal dumping and air quality.

Issues on-site wastewater permits; data entry into the Iowa DNR database. Issues well permits; data entry into the Iowa DNR database.

### Marginal Functions

Maintains safe and secure use and storage of county equipment and vehicle. Perform general vehicle preventive maintenance.

Attend national, state and local conferences and workshops.

Perform other duties as directed or as the situation dictates.

### Essential Knowledge, Experience and Ability

Ability to establish and maintain a professional and effective working relationship with clients, supervisors, fellow employees, contract staff, outside agencies and organizations, government officials and other County departments.

Ability to communicate clearly and effectively in English, both orally and in writing.

Ability to maintain the confidentiality of all departmental and client communications, documents and correspondence.

## Job Description

Ability to work independently, prioritize work, meet deadlines and make decisions using independent judgment.

Ability to effectively and tactfully handle and process complaints in a professional manner.

Ability to effectively and tactfully enforce codes and ordinances pertaining to role.

Ability to read and interpret plans, blueprints and specifications.

Ability to compile and present technical reports.

Ability to spot discrepancies in verifying work.

Knowledge of and ability to operate standard office equipment including but not limited to personal computer, copier/printer, ladder, tape measure, level, engineering scale, architectural scale and similar devices.

Considerable knowledge of and ability to apply building construction practices, materials and equipment. Considerable knowledge of and ability to apply State Building Codes and County Building, Housing, Well, Onsite sewage disposal systems, Zoning Codes and Ordinances.

Knowledge of civil court procedures.

Ability to operate global positioning equipment (GPS) and ArcMap Graphic Information System.

## Essential Education, Certification and/or Licences

Graduation from high school diploma or GED.

Eight (8) years of experience in building codes and/or permits within a governmental entity or any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work of an electrical inspector and plan reviewer.

Two (2) years of experience in Well and Onsite sewage disposal system codes and/or permits within a governmental entity or any equivalent combination of experience and training.

Must possess a valid driver's license at the time of hire and shall maintain it throughout the course of employment.

Must obtain certification in Hazardous Waste Operation and Emergency Response Training within timeframe established by employer and complete 8-hour refresher course annually.

Must obtain certification by the International Code Council (ICC) or International Association of Electrical Inspectors (IAEI) as and Electrical Inspector within one year of employment.

Additional certifications as a Plan Reviewer, Building, Mechanical or Plumbing Inspector as specified by Director of Planning attained within timeframe established by employer.

Certifications shall be maintained throughout the course of the employment.

**Essential Physical Demands and Typical Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Regular and punctual attendance at the assigned work location is an essential function of this position. Work is generally performed outdoors, year-round, periodically during inclement weather, at construction sites and may be noisy, dusty, hazardous and stressful. Work is also required to be performed indoors.

The incumbent is required to walk, stand, reach, kneel, crouch, bend, climb, lift, carry and utilize tools and equipment weighing up to 50 pounds. Incumbents must also possess the coordination and manual dexterity necessary to transport themselves to and from inspection sites. Incumbent is required to physically access rough terrain and construction sites, to enter excavation sites for structures and to maneuver rough terrain on foot to perform inspections and investigations.

Hand-eye coordination is necessary to operate computers and various other pieces of equipment. While performing the duties, the incumbent is required to use hands to finger, handle, feel or operate objects, tools or controls and to reach with hand and arms.

Working hours may occasionally be required before or after regular business hours, in times of darkness or without electrical power.

Vision abilities correctable to normal ranges include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

Communication abilities include the ability to talk and hear within normal ranges. The incumbent is required to use voice to communicate as a result, clear diction and audible volume is required.

Work requires extensive interaction with the public and may be stressful when dealing with irate citizens and/or meeting deadlines.

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

**Discussion and/or decision to approve New  
Job Description and pay for the position of  
County Inspector II.**

## Job Description

<b>Position Title</b>	Inspector II
<b>Reports To</b>	Inspector Lead
<b>Supervises</b>	Inspector I, Seasonal
<b>FLSA Status</b>	Non-Exempt
<b>Bargaining Unit</b>	N/A
<b>Grade</b>	529
<b>Updated</b>	8.13.24

### Summary of Position

Under general administrative supervision of the Inspector Lead, responsible for inspections and plan examination functions for the Department, along with enforcement of building, environmental and zoning codes.

### Essential Functions

May attend and assist with monthly meetings of the Board of Appeals, Board of Health and Board of Supervisors.

Explain building and housing codes to engineers, architects, contractors, homeowners and other interested parties; monitor State and Federal laws, codes and requirements to determine their applicability and/or impact on local codes, ordinances and procedures and advise the Inspector Lead of such issues.

Performs inspections of new development, remodeled and pre-manufactured single-family dwellings, accessory structures and commercial structures to ensure compliance with adopted County and State building codes.

Perform plan reviews and inspections for building, electrical, mechanical and plumbing.

Prepare plan check correction notices, building correction notices and related records and reports.

Research material information to determine if alternative methods or materials are appropriate in a construction project.

Respond to customer inquiries in person, over the telephone, and over the Internet. Explain department policies, appropriate codes and building guidelines.

Review and correct residential, commercial and industrial construction plans and specification to ensure compliance with applicable adopted State and County codes and authorize the issuance of building permits after code compliance has been determined.

## Job Description

Review and approve third-party inspection reports if applicable to residential, commercial and industrial construction projects.

Utilize a computer and related software programs for the purpose of building code management, data entry and word processing.

Verify Building and Housing Code complaints and conducts inspections and investigation on violations from commencement and processing through the legal system; coordinate and cooperate with Department Staff on conducting violation inspections of zoning violations relating to construction matters. This process will include documentation of violations through reports and photographs, issuance of the notice of violation and citation of county infraction. Processing of violations shall be coordinated with the Director of Planning as well as the County Attorney and shall be performed in accordance with Planning Department policies. May be required to testify in Court proceedings to provide information about inspection findings, violations and actions taken by Department.

Visit construction sites as assigned, check plans and specifications for on-site conformity to building codes, verify compliance with applicable Zoning Codes including but not limited to setbacks and height restrictions, conduct inspection of actual construction, issue correction notices, complete inspection logs and make final inspections upon completion of new structures, improvements or repairs to determine conformity with Plans and Codes.

Conducts inspections and testing of on-site septic systems, wells, pools, spas, tattoo facilities, illegal dumping and air quality.

Issues on-site wastewater permits; data entry into the Iowa DNR database. Issues well permits; data entry into the Iowa DNR database.

Receive and process requests for percolation tests. Requests water samples for testing.

Receive and process noxious weed reports, septic complaints and questions; conducts investigations, resolves complaints.

### Marginal Functions

Maintains safe and secure use and storage of county equipment and vehicle. Perform general vehicle preventive maintenance.

Attend national, state and local conferences and workshops.

Perform other duties as directed or as the situation dictates.

### Essential Knowledge, Experience and Ability

Ability to establish and maintain a professional and effective working relationship with clients, supervisors, fellow employees, contract staff, outside agencies and organizations, government officials and other County departments.

Ability to communicate clearly and effectively both orally and in writing, in English.

## Job Description

Ability to maintain the confidentiality of all departmental and client communications, documents and correspondence.

Ability to work independently, prioritize work, meet deadlines and make decisions using independent judgment.

Ability to effectively and tactfully handle and process complaints in a professional manner.

Ability to effectively and tactfully enforce codes and ordinances pertaining to role.

Ability to read and interpret plans, blueprints and specifications.

Ability to compile and present technical reports.

Ability to spot discrepancies in verifying work.

Knowledge of and ability to operate standard office equipment including but not limited to personal computer, copier/printer, ladder, tape measure, level, engineering scale, architectural scale and similar devices.

Considerable knowledge of and ability to apply building construction practices, materials and equipment. Considerable knowledge of and ability to apply State Building Codes and County Building, Housing and Zoning Codes and Ordinances.

Knowledge of civil court procedures.

Ability to operate global positioning equipment (GPS) and ArcMap Graphic Information System.

## Essential Education, Certification and/or Licences

Graduation from high school diploma or GED.

Two (2) years of experience in building and or environmental codes and/or permits within a governmental entity or any equivalent combination of experience and training.

Must possess a valid driver's license at the time of hire and shall maintain it throughout the course of employment.

Must obtain Iowa Department of Agriculture and Land Stewardship Commercial Pesticide Applicator IA-Agriculture Weed Control and 6-Right-of-Way Weed Control Certifications within 1-year of employment.

Must obtain certification in Hazardous Waste Operation and Emergency Response Training within timeframe established by employer and complete 8-hour refresher course annually.

Must obtain certification by the International Code Council (ICC) or International Association of Electrical Inspectors (IAEI) as and Electrical Inspector upon employment.

Additional certifications as a Plan Reviewer, Building, Mechanical or Plumbing Inspector as specified by Director of Planning attained within timeframe established by employer.

Certifications shall be maintained throughout the course of the employment.

### **Essential Physical Demands and Typical Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Regular and punctual attendance at the assigned work location is an essential function of this position. Work is generally performed outdoors, year-round, periodically during inclement weather, at construction sites and may be noisy, dusty, hazardous and stressful. Work is also required to be performed indoors.

The incumbent is required to walk, stand, reach, kneel, crouch, bend, climb, lift, carry and utilize tools and equipment weighing up to 50 pounds. Incumbents must also possess the coordination and manual dexterity necessary to transport themselves to and from inspection sites. Incumbent is required to physically access rough terrain and construction sites, to enter excavation sites for structures and to maneuver rough terrain on foot to perform inspections and investigations.

Hand-eye coordination is necessary to operate computers and various other pieces of equipment. While performing the duties, the incumbent is required to use hands to finger, handle, feel or operate objects, tools or controls and to reach with hand and arms.

Working hours may occasionally be required before or after regular business hours, in times of darkness or without electrical power.

Vision abilities correctable to normal ranges include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

Communication abilities include the ability to talk and hear within normal ranges. The incumbent is required to use voice to communicate as a result, clear diction and audible volume is required.

Work requires extensive interaction with the public and may be stressful when dealing with irate citizens and/or meeting deadlines.



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

**Discussion and/or decision to approve New  
Job Description and pay for the position of  
County Inspector I.**

**Job Description**

<b>Position Title</b>	Inspector I
<b>Reports To</b>	Inspector Lead
<b>Supervises</b>	Seasonal
<b>FLSA Status</b>	Non-Exempt
<b>Bargaining Unit</b>	N/A
<b>Grade</b>	527
<b>Updated</b>	8.13.24

**Summary of Position**

Under general administrative supervision of the Inspector Lead, responsible for inspections and plan examination functions for the Department, along with enforcement of building, environmental and zoning codes.

**Essential Functions**

May attend and assist with monthly meetings of the Board of Appeals, Board of Health and Board of Supervisors.

Explain building and housing codes to engineers, architects, contractors, homeowners and other interested parties; monitor State and Federal laws, codes and requirements to determine their applicability and/or impact on local codes, ordinances and procedures and advise the Inspector Lead of such issues.

Performs inspections of new residential development, remodeled and pre-manufactured single-family dwellings, accessory structures to ensure compliance with all adopted County and State building codes.

Perform plan reviews and inspections for residential building, mechanical and plumbing.

Prepare plan check correction notices, building correction notices and related records and reports.

Respond to customer inquiries in person, over the telephone, and over the Internet. Explain department policies, appropriate codes and building guidelines.

Review and correct residential construction plans and specifications to ensure compliance with applicable adopted State and County codes and authorize the issuance of building permits after code compliance has been determined.

Review and approve third-party inspection reports if applicable to residential construction projects.

## Job Description

Utilize a computer and related software programs for the purpose of building code management, data entry and word processing.

Verify Building and Housing Code complaints and conducts inspections and investigation on violations from commencement and processing through the legal system; coordinate and cooperate with Department Staff on conducting violation inspections of zoning violations relating to construction matters. This process will include documentation of violations through reports and photographs, issuance of the notice of violation and citation of county infraction. Processing of violations shall be coordinated with the Director of Planning as well as the County Attorney and shall be performed in accordance with Planning Department policies. May be required to testify in Court proceedings to provide information about inspection findings, violations and actions taken by Department.

Visit construction sites as assigned, check plans and specifications for on-site conformity to all construction and building codes, verify compliance with applicable Zoning Codes including but not limited to setbacks and height restrictions, conduct inspection of actual construction, issue correction notices, complete inspection logs and make final inspections upon completion of new structures, improvements or repairs to determine conformity with Plans and Codes.

Conducts inspections and testing of on-site septic systems, wells, pools, spas, tattoo facilities, illegal dumping and air quality.

Issues on-site wastewater permits; data entry into the Iowa DNR database. Issues well permits; data entry into the Iowa DNR database.

Receive and process requests for percolation tests. Requests water samples for testing.

Receive and process noxious weed reports, septic complaints and questions; conducts investigations, resolves complaints.

Assist property owners with well closures.

Assist in the review of Master Matrix scoring system to evaluate the siting of permitted confinement feeding operations as presented by the Iowa Department of Natural Resources (DNR) and provides IDNR with the County's analysis of the results.

### Marginal Functions

Maintains safe and secure use and storage of county equipment and vehicle. Perform general vehicle preventive maintenance.

Attend national, state and local conferences and workshops.

Perform other duties as directed or as the situation dictates.

### Essential Knowledge, Experience and Ability

Ability to establish and maintain a professional and effective working relationship with clients, supervisors, fellow employees, contract staff, outside agencies and organizations, government officials and other County departments.

## Job Description

Ability to communicate clearly and effectively both orally and in writing, in English.

Ability to maintain the confidentiality of all departmental and client communications, documents and correspondence.

Ability to work independently, prioritize work, meet deadlines and make decisions using independent judgment.

Ability to effectively and tactfully handle and process complaints in a professional manner.

Ability to effectively and tactfully enforce codes and ordinances pertaining to role.

Ability to read and interpret plans, blueprints and specifications.

Ability to compile and present technical reports.

Ability to spot discrepancies in verifying work.

Knowledge of and ability to operate standard office equipment including but not limited to personal computer, copier/printer, ladder, tape measure, level, engineering scale, architectural scale and similar devices.

Considerable knowledge of and ability to apply building construction practices, materials and equipment. Considerable knowledge of and ability to apply State Building Codes and County Building, Housing and Zoning Codes and Ordinances.

Knowledge of civil court procedures.

Ability to operate global positioning equipment (GPS) and ArcMap Graphic Information System.

## Essential Education, Certification and/or Licences

Graduation from high school diploma or GED.

One (1) year of experience in building and/or environmental codes and/or permits within a governmental entity or any equivalent combination of experience and training.

Must possess a valid driver's license at the time of hire and shall maintain it throughout the course of employment.

Must obtain Iowa Department of Agriculture and Land Stewardship Commercial Pesticide Applicator IA-Agriculture Weed Control and 6-Right-of-Way Weed Control Certifications within 1-year of employment.

Must obtain certification in Hazardous Waste Operation and Emergency Response Training within timeframe established by employer and complete 8-hour refresher course annually.

Must obtain certification from the International Code Council as a Residential Building Inspector within one year of employment

Additional certifications as a Plan Reviewer, Mechanical or Plumbing Inspector as specified by Director of Planning attained within timeframe established by employer.

Certifications shall be maintained throughout the course of the employment.

### **Essential Physical Demands and Typical Working Conditions**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Regular and punctual attendance at the assigned work location is an essential function of this position. Work is generally performed outdoors, year-round, periodically during inclement weather, at construction sites and may be noisy, dusty, hazardous and stressful. Work is also required to be performed indoors.

The incumbent is required to walk, stand, reach, kneel, crouch, bend, climb, lift, carry and utilize tools and equipment weighing up to 50 pounds. Incumbents must also possess the coordination and manual dexterity necessary to transport themselves to and from inspection sites. Incumbent is required to physically access rough terrain and construction sites, to enter excavation sites for structures and to maneuver rough terrain on foot to perform inspections and investigations.

Hand-eye coordination is necessary to operate computers and various other pieces of equipment. While performing the duties, the incumbent is required to use hands to finger, handle, feel or operate objects, tools or controls and to reach with hand and arms.

Working hours may occasionally be required before or after regular business hours, in times of darkness or without electrical power.

Vision abilities correctable to normal ranges include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

Communication abilities include the ability to talk and hear within normal ranges. The incumbent is required to use voice to communicate as a result, clear diction and audible volume is required.

Work requires extensive interaction with the public and may be stressful when dealing with irate citizens and/or meeting deadlines.

**Kristen Bracker/Attorney**

**Discussion and/or decision to authorize  
Board Chair to sign School Resource Officer  
Operations Agreement.**

**SCHOOL RESOURCE OFFICER OPERATIONS AGREEMENT BETWEEN THE  
POTTAWATTAMIE COUNTY SHERIFF’S OFFICE AND TREYNOR  
COMMUNITY SCHOOLS, UNDERWOOD COMMUNITY SCHOOLS, RIVERSIDE  
COMMUNITY SCHOOLS, AHSTW COMMUNITY SCHOOLS AND TRI-CENTER  
COMMUNITY SCHOOLS**

This Operations Agreement for the School Resource Officer Program ("Agreement") made and entered into this 15<sup>th</sup> day of August ,2023, by and between the Pottawattamie County Sheriff’s Office and the above listed School Districts, Iowa school corporations organized and existing under the provisions of Iowa Code Chapter 274, (hereinafter referred to as "The Districts").

The parties share a mutual interest to maintain an atmosphere in the district schools where school staff and students have a safe learning environment. The School Resource Officer program presents a cooperative approach towards addressing various collaborative efforts to maximize student safety, performance, and wellbeing.

School Resource Officer programs are recognized nationally as programs that effectively establish positive working relationships between schools and law enforcement. The School Resource Officer (SRO) will assist school administrators by taking immediate action when law enforcement intervention is warranted. Additionally, the SRO will provide guidance and support in assisting school staff, students, and parents with law enforcement related matters.

Through relationship building and problem-solving efforts and by cooperative efforts with school staff, students, parents, the SRO program strives to assist the districts with providing safe schools and a safe neighborhood environment.

The Pottawattamie County Sheriff’s Office will be responsible for the salary, benefits, patrol vehicle, and other costs with the program of the first assigned SRO. If the Districts attain grant funding from the State, a second SRO may be assigned upon an agreement modification under Iowa Chapter 28E to form a cooperative fiscal partnership between the Sheriff’s Office and the Districts.

**Article I Selection**

1. Any SRO will be a certified, non-probationary Deputy who maintains at least the minimum qualifications required for employment as a law enforcement officer with the Pottawattamie County Sheriff’s Office. The Deputy will be a graduate of the National School Resource Officer’s Basic SRO class. The term of service is each academic year renewable annually by the parties.
2. Selection of the SRO is completed by the Sheriff’s Office with advisory input from the Districts’ representatives. An advisory committee will be composed of the Sheriff, Chief Deputy, and Superintendents from each of the named Districts. The Advisory Committee

will meet as required to ensure the success of the SRO program and assist in the selection of the SRO.

### **Supervision and Program Assessment**

1. The Pottawattamie County Sheriff's Office will supervise the Deputy or Deputies assigned to the SRO program.
2. The Advisory Committee shall meet at the conclusion of each academic year and provide input and suggestion as to the utilization of the SRO and guidance for the next academic year.
3. The SRO will attempt to provide equal coverage to the districts, understanding that circumstances and environment may cause coverage to be concentrated based on situational issues.
4. The SRO shall provide a weekly schedule to the Road Lieutenant, all District Superintendents, and District Building Principals each week for the following week. The Districts agree to keep the schedule as confidential as possible based on assignments as to provide a changing security presence around the Districts. The SRO will have the latitude with notification to the above parties to flex up to 5 hours a week to attend evening or out of school District events such as sports and other activities.
5. The SRO may be temporarily reassigned by the Sheriff during school holidays or vacations and/or during times of emergencies. Such duty assignment will be under the direction of the Sheriff with notification to the districts.
6. The SRO is expected to attend all training, meetings, and appointments assigned by the Sheriff's Office. It is recognized that some of these may conflict with the SRO's availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SRO shall keep the districts informed about SRO absences and activities on a need to know basis.



## ARTICLE II

### Duties and Responsibilities of School Resource Officers

1. The SRO shall develop friendly contact between the Sheriff's Office and the District's students.
2. The SRO shall enforce state laws and local ordinances and coordinate directly with the school superintendents and principals during school hours.
3. The SRO should be familiar with all law enforcement case information pertaining to schools, students and the areas surrounding the campuses.
4. The SRO should facilitate and assist with law enforcement investigations involving victims, witnesses and suspects associated with the schools. The SRO shall assist and coordinate all investigations with the appropriate Sheriff's personnel and other agencies.
5. The SRO is a law enforcement officer and not a certified teacher, school administrator, nor school counselor. The SRO will assist the teachers with classroom presentations on relevant topics when requested and able. They will also work with families, individual students, and other school staff members with counseling and guidance efforts when requested and appropriate. The SRO shall further provide students with information regarding the role of laws, courts, and police in society. Teamwork, partnerships, cooperation, and coordination between SRO and school administration and staff is encouraged.
6. The SRO shall assist District officials in emergency planning and emergency safety and security assessments. The SRO shall also assist District officials with developing plans and strategies to prevent, minimize, or respond to dangerous situations which may occur on campus or during school sponsored events. The SRO shall participate in multidisciplinary school safety teams.
7. The SRO is governed by the rules, policies, shifts, schedules, procedures, and practices of the Pottawattamie County Sheriff's Office.
8. The parties acknowledge that the SRO may, from time to time, acquire confidential information concerning the district, students, and others in the course of performing duties under this Agreement. It is agreed that such non-law enforcement information or records shall be kept confidential by the SRO in compliance with District policy, and federal, state, and local law.
9. The SRO is a Pottawattamie County Deputy assigned as a uniformed Deputy. As such, their primary responsibilities are to engage in relationship building and problem solving in the school environment. This may include investigating criminal cases involving youth, maintaining order through the enforcement of local, state, and federal laws, and

enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in schools. As soon as practicable, the SRO shall make the principal or designee(s) of the school aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and school related functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO should advise the superintendent, principal or designee(s) of the intended action when requesting additional law enforcement assistance on campus.

10. In situations where an SRO becomes aware of a traumatic event (family member arrested, search warrant, domestic disturbance, etc.) that a student may have witnessed, the SRO shall notify the school counselor of the event. The intent is to alert school officials that the student's participation in school, school testing, or other activities may be affected by this experience.
11. The SRO shall not act as a school disciplinarian and shall not take administrative action or levy sanctions on behalf of any District employee. However, if the principal or designee believes an incident is a violation of the law, the principal or designee may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO is not to be used for lunchroom duties, hall monitors, bus duties, or other monitoring duties. If there is a problem in one of these areas the SRO may assist the school until the problem is solved.
12. The SRO shall notify the Superintendent or building principal if they are sick or absent from the school building or have a major deviation to the published schedule. Such notifications will be made on an e-mail "tree" of all the districts.
13. The SRO shall perform other duties as mutually agreed upon by the superintendents and school principals so long as the performance of such duties is reasonably related to the SRO program as described in this Agreement and so long as such duties are consistent with the Sheriff's Office rules and regulations.
14. The districts will provide e-mail capability to the SRO in their systems to allow communication between the SRO and school officials.

### **ARTICLE III**

#### **Employment Status of School Resource Officer**

SROs shall remain employees of the Sheriff's Office and shall not be an employee of the District for any purpose. As the employer of SRO, the Sheriff's Office shall be responsible to recruit, hire, train, assign, supervise, evaluate, discipline, and/or discharge the SRO, and shall be responsible for payment of all wages and benefits due the SRO. The Districts and the Sheriff's Office acknowledge that the SROs shall remain responsive to the chain of command of the Pottawattamie County Sheriff's Office.

### **ARTICLE IV**

#### **Duration and Termination of Agreement**

The term of this Agreement shall be effective upon signing and expire on 1 June, 2025 unless renewed in writing by agreement of both parties or terminated as provided herein. Either party may terminate this Agreement upon written notice to the other party. Upon termination of this Agreement, the District will retain all desks, chairs, tables, filing cabinets, provided technologies, access cards, building keys and other District property; the County will retain all motor vehicles, radios, cell phones, computers, cameras, storage safes and other County property.

### **ARTICLE V**

#### **Financing of One (1) School Resource Officer through Grant Funding**

Consideration for the services provided as set out above, the Districts shall equally pay the County the \$20,000 dollars received from the grant funding process provided by the State as a cooperative fiscal partnership between the Sheriff's Office and the Districts. The District payments shall be paid to the County within 30 days of receiving their grant funding. This agreement is not intended to cover any overtime. This agreement shall renew every year, provided the Districts are able to continue to receive their grant funding. Should the Districts not receive grant funding, the additional SRO shall not be assigned.

The County may review the grant amounts received by the Districts prior to renewing this agreement and determine if the amount is sufficient to cover the additional SRO. Should the amounts be insufficient, the County may rescind approval for the second SRO.

## SIGNATURES

X

Underwood School Board President

X

Andy Brown  
Sheriff

X

Tri-Center School Board President

X

Susan Miller  
Pottawattamie County Board of Supervisors

X

Riverside School Board President

X

AHSTW School Board President

X

Treynor School Board President

**SCHOOL RESOURCE OFFICER OPERATIONS AGREEMENT BETWEEN THE  
POTTAWATTAMIE COUNTY SHERIFF’S OFFICE AND TREYNOR  
COMMUNITY SCHOOLS, UNDERWOOD COMMUNITY SCHOOLS, RIVERSIDE  
COMMUNITY SCHOOLS, AHSTW COMMUNITY SCHOOLS AND TRI-CENTER  
COMMUNITY SCHOOLS**

This Operations Agreement for the School Resource Officer Program ("Agreement") made and entered into this 15<sup>th</sup> day of August ,2023, by and between the Pottawattamie County Sheriff’s Office and the above listed School Districts, Iowa school corporations organized and existing under the provisions of Iowa Code Chapter 274, (hereinafter referred to as "The Districts").

The parties share a mutual interest to maintain an atmosphere in the district schools where school staff and students have a safe learning environment. The School Resource Officer program presents a cooperative approach towards addressing various collaborative efforts to maximize student safety, performance, and wellbeing.

School Resource Officer programs are recognized nationally as programs that effectively establish positive working relationships between schools and law enforcement. The School Resource Officer (SRO) will assist school administrators by taking immediate action when law enforcement intervention is warranted. Additionally, the SRO will provide guidance and support in assisting school staff, students, and parents with law enforcement related matters.

Through relationship building and problem-solving efforts and by cooperative efforts with school staff, students, parents, the SRO program strives to assist the districts with providing safe schools and a safe neighborhood environment.

The Pottawattamie County Sheriff’s Office will be responsible for the salary, benefits, patrol vehicle, and other costs with the program of the first assigned SRO. If the Districts attain grant funding from the State, a second SRO may be assigned upon an agreement modification under Iowa Chapter 28E to form a cooperative fiscal partnership between the Sheriff’s Office and the Districts.

**Article I Selection**

1. Any SRO will be a certified, non-probationary Deputy who maintains at least the minimum qualifications required for employment as a law enforcement officer with the Pottawattamie County Sheriff’s Office. The Deputy will be a graduate of the National School Resource Officer’s Basic SRO class. The term of service is each academic year renewable annually by the parties.
2. Selection of the SRO is completed by the Sheriff’s Office with advisory input from the Districts’ representatives. An advisory committee will be composed of the Sheriff, Chief Deputy, and Superintendents from each of the named Districts. The Advisory Committee

will meet as required to ensure the success of the SRO program and assist in the selection of the SRO.

### **Supervision and Program Assessment**

1. The Pottawattamie County Sheriff's Office will supervise the Deputy or Deputies assigned to the SRO program.
2. The Advisory Committee shall meet at the conclusion of each academic year and provide input and suggestion as to the utilization of the SRO and guidance for the next academic year.
3. The SRO will attempt to provide equal coverage to the districts, understanding that circumstances and environment may cause coverage to be concentrated based on situational issues.
4. The SRO shall provide a weekly schedule to the Road Lieutenant, all District Superintendents, and District Building Principals each week for the following week. The Districts agree to keep the schedule as confidential as possible based on assignments as to provide a changing security presence around the Districts. The SRO will have the latitude with notification to the above parties to flex up to 5 hours a week to attend evening or out of school District events such as sports and other activities.
5. The SRO may be temporarily reassigned by the Sheriff during school holidays or vacations and/or during times of emergencies. Such duty assignment will be under the direction of the Sheriff with notification to the districts.
6. The SRO is expected to attend all training, meetings, and appointments assigned by the Sheriff's Office. It is recognized that some of these may conflict with the SRO's availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SRO shall keep the districts informed about SRO absences and activities on a need to know basis.

## ARTICLE II

### **Duties and Responsibilities of School Resource Officers**

1. The SRO shall develop friendly contact between the Sheriff's Office and the District's students.
2. The SRO shall enforce state laws and local ordinances and coordinate directly with the school superintendents and principals during school hours.
3. The SRO should be familiar with all law enforcement case information pertaining to schools, students and the areas surrounding the campuses.
4. The SRO should facilitate and assist with law enforcement investigations involving victims, witnesses and suspects associated with the schools. The SRO shall assist and coordinate all investigations with the appropriate Sheriff's personnel and other agencies.
5. The SRO is a law enforcement officer and not a certified teacher, school administrator, nor school counselor. The SRO will assist the teachers with classroom presentations on relevant topics when requested and able. They will also work with families, individual students, and other school staff members with counseling and guidance efforts when requested and appropriate. The SRO shall further provide students with information regarding the role of laws, courts, and police in society. Teamwork, partnerships, cooperation, and coordination between SRO and school administration and staff is encouraged.
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## SIGNATURES

X

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Underwood School Board President

X

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Andy Brown  
Sheriff

X

---

Tri-Center School Board President

X

---

Susan Miller  
Pottawattamie County Board of Supervisors

X

---

Riverside School Board President

X

---

AHSTW School Board President

X

---

Treynor School Board President

## **Addendum A**

As an Addendum to Article V of the attached agreement, the parties agree to the following:

In the event the Districts do not receive grant funding for the SRO, they may choose to pay for the second SRO through other means. The SRO shall not be assigned without equal participation from the schools totaling \$100,000 for the 2024-2025 school year.

Should the Districts choose to use funding outside of a grant, payments shall be made to the County prior to the end of September, 2024.

**Discussion and/or decision on the position of  
the Director Chief Medical Examiner  
Investigator.**

**Received/Filed**

**POTTAWATTAMIE COUNTY  
OUT-OF-STATE TRAVEL NOTIFICATION FORM**

This form is used to notify the Board of Supervisors of out-of-state travel and to provide an estimate of travel expenses. It must be submitted to the Board of Supervisor's office no later than one (1) week prior to the out-of-state travel.

**TRAVEL INFORMATION**

Name of Employee Traveling: Steve Winchell

Department: Sheriff's Office

Destination: Kansas City, Missouri

Date of Travel: FROM: 9/8/24 TO: 9/13/24

Name of Elected Official/Department Head Authorizing Travel: Andy Brown

**PURPOSE OF TRIP**

**1. Conference Travel**

- Giving a presentation
- Serving as panel member, chair
- Serving as an Office or Board Member
- Continuing Education
- Other please explain NTOA Conference

**2 Non-Conference Travel**

State Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Conference Name (Please give complete name) NTOA CONFERENCE

<b>Expense</b>			<b>Cost Estimate</b>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	
Lodging			\$ 949.28
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 14.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 16.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 29.00
Conf./Seminar Fee			\$ 489.00
Other:			
<b>Total Estimated Cost</b>			<b>\$ 1,497.28</b>

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at [www.gsa.gov](http://www.gsa.gov) Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.

## POTTAWATTAMIE COUNTY OUT-OF-STATE TRAVEL NOTIFICATION FORM

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### TRAVEL INFORMATION

Name of Employee Traveling: Eric Shea

Department: Sheriff's Office

Destination: Kansas City, Missouri

Date of Travel: FROM: 9/8/24 TO: 9/13/24

Name of Elected Official/Department Head Authorizing Travel: Andy Brown

### PURPOSE OF TRIP

#### 1. Conference Travel

- Giving a presentation  
 Serving as panel member, chair  
 Serving as an Office or Board Member  
 Continuing Education  
 Other please explain NTOA Conference

#### 2 Non-Conference Travel

State Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Conference Name (Please give complete name) NTOA CONFERENCE

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	
Lodging			\$ 949.28
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 14.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 16.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 29.00
Conf./Seminar Fee			\$ 489.00
Other:			
Total Estimated Cost			\$ 1,497.28

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at [www.gsa.gov](http://www.gsa.gov) Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.

**POTTAWATTAMIE COUNTY  
OUT-OF-STATE TRAVEL NOTIFICATION FORM**

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**TRAVEL INFORMATION**

Name of Employee Traveling: Chad Freeberg

Department: Sheriff's Office

Destination: Kansas City, Missouri

Date of Travel: FROM: 9/8/24 TO: 9/10/24

Name of Elected Official/Department Head Authorizing Travel: Andy Brown

**PURPOSE OF TRIP**

**1. Conference Travel**

- Giving a presentation
- Serving as panel member, chair
- Serving as an Office or Board Member
- Continuing Education
- Other please explain NTOA Conference

**2 Non-Conference Travel**

State Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Conference Name (Please give complete name) \_\_\_\_\_

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	
Lodging			\$ 258.46
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 14.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 16.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 29.00
Conf./Seminar Fee			\$ 229.00
Other:			
<b>Total Estimated Cost</b>			<b>\$ 546.46</b>

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at [www.gsa.gov](http://www.gsa.gov) Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.



**POTTAWATTAMIE COUNTY  
OUT-OF-STATE TRAVEL NOTIFICATION FORM**

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**TRAVEL INFORMATION**

Name of Employee Traveling: \_\_\_\_\_

Department: \_\_\_\_\_

Destination: \_\_\_\_\_

Date of Travel: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Name of Elected Official/Department Head Authorizing Travel: \_\_\_\_\_

**PURPOSE OF TRIP**

**1. Conference Travel**

- Giving a presentation
- Serving as panel member, chair
- Serving as an Office or Board Member
- Continuing Education
- Other please explain \_\_\_\_\_
- \_\_\_\_\_

**2 Non-Conference Travel**

State Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Conference Name (Please give complete name) \_\_\_\_\_

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage	Airfare	
Lodging			
Meals: Breakfast	Included	Not Included	
Lunch	Included	Not Included	
Dinner	Included	Not Included	
Conf./Seminar Fee			
Other:			
Total Estimated Cost			

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at [www.gsa.gov](http://www.gsa.gov) Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.

**POTTAWATTAMIE COUNTY  
OUT-OF-STATE TRAVEL NOTIFICATION FORM**

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**TRAVEL INFORMATION**

Name of Employee Traveling: Trish Bernhards

Department: Sheriff's Office- Jail

Destination: Salt Lake City - UT

Date of Travel: FROM: 09/22/2024 TO: 09/27/2024

Name of Elected Official/Department Head Authorizing Travel: Steve Winchell

**PURPOSE OF TRIP**

**1. Conference Travel**

- Giving a presentation
- Serving as panel member, chair
- Serving as an Office or Board Member
- Continuing Education
- Other please explain \_\_\_\_\_  
\_\_\_\_\_

**2 Non-Conference Travel**

State Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Conference Name (Please give complete name) National Institute for Jail Operations Elite Academy

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	\$ 711.95
Lodging			\$ 991.00
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 70.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 80.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 145.00
Conf./Seminar Fee			\$ 1,695.00
Other:			
Total Estimated Cost			\$ 3,692.95

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at [www.gsa.gov](http://www.gsa.gov) Select travel, select a state, select calculate per diem allowances for a trip, select your travel dates, select destination county, select breakdown, the total M&IE rate is listed (middle row), scroll up to the top of the page and select M&IE for breakdown by meal (breakfast, lunch, dinner), find the corresponding number on the far left for your total and the breakdown is provided.

2024 AUG 12 PM 2:11

2024-05687

RECORDED: 06/07/2024 08:25:10 AM

RECORDING FEE: 22.00

IOWA E-FILING FEE: 3.00

TOTAL FEE: 25.00

TRANSFER TAX: 186.40

ANDREW MOATS, RECORDER

POTTAWATTAMIE COUNTY, IOWA

**TRUSTEE WARRANTY DEED**  
**Recorder's Cover Sheet**

**Preparer Information:** Dean T. Jennings, 523 6th Avenue, Council Bluffs, IA 51503, Phone:  
(712) 256-1400

**Taxpayer Information:** Pottawattamie County, 227 S 6<sup>th</sup> Street, Council Bluffs, IA 51501

**Return Document To:** Dean T. Jennings, 523 6th Avenue, Council Bluffs, Iowa 51503

**Grantor:** Margarite Goodenow and Rew Goodenow as Trustees of the MARGARITE  
GOODENOW TRUST Dated December 6, 2016

**Grantees:** Pottawattamie County, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

Recorded Electronically	
ID	2024-05687
County	Pott
Date	6/17/24
Time	8:25:10 AM
Simplifile.com 800.460.5657	

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Recorder's Cover Sheet**

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**Grantees:** Pottawattamie County, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



TRUSTEE WARRANTY DEED

For the consideration of One Hundred Sixteen Thousand Seven Hundred Sixty Dollar(s) and other valuable consideration, Margarite Goodenow and Rew Goodenow as Trustees of the MARGARITE GOODENOW TRUST Dated December 6, 2016, do hereby Convey to Pottawattamie County, Iowa, the following described real estate in Pottawattamie County, Iowa:

Lot 6, Block 7, Jefferies Subdivision, along with the East 1/2 of the vacated North/South alley abutting said Lot, Council Bluffs, Pottawattamie County, Iowa.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The grantor hereby covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

The grantor further warrants to the grantees all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantees is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

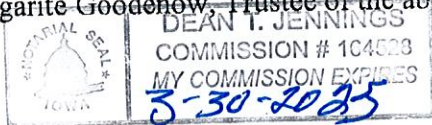
Dated: 5/28/24

By Margarite Goodenow  
MARGARITE GOODENOW, as Trustee  
of the MARGARITE GOODENOW TRUST

By Rew Goodenow  
REW GOODENOW, as Trustee of the  
MARGARITE GOODENOW TRUST

STATE OF IOWA, COUNTY OF POTTAWATTAMIE:

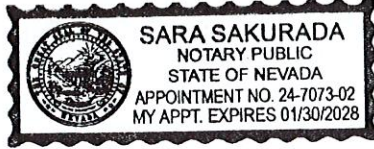
This record was acknowledged before me on the 28 day of May, 2024, by Margarite Goodenow, Trustee of the above-entitled trust.



Dean T. Jennings  
Signature of Notary Public

STATE OF NEVADA, COUNTY OF WASHOE:

This record was acknowledged before me on the 22<sup>nd</sup> day of May, 2024, by  
Rew Goodenow, Trustee of the above-entitled trust.



Sara Sakurada  
Signature of Notary Public

**Approved 1/11/2022 PCCB & 5/31/2022 BOS**  
**Pottawattamie County Conservation Peace Officers**  
**(Protected Class IPERS)**  
**RETIREE HEALTH INSURANCE / SICK TIME**

A Park Officer or a Certified Conservation Peace Officer who earns IPERS as protected class who retires under normal IPERS and is at least age 55 may choose to continue in the County’s primary health insurance program and receive insurance coverage as provided for retirees until they reach their 65<sup>th</sup> birthday. The County will assist the employee by paying a portion of the single premium for a period of 5 years from the date of retirement. During this 5-year period, the rate paid for by the County is based upon the employee’s continuous years of service with Pottawattamie County Conservation and their sick leave balance at the time of retirement. **If the employee is not eligible or chooses to waive the retiree health insurance benefits, he/she shall be eligible for cash reimbursement of their sick leave in accordance with the scheduled outlined below.**

<u>Years of Service</u>	<u>Sick Leave Balance</u>	<u>Single Premium Rate/ Conversion Rate</u>
20 Years	920 - 960 hours	100%
15 Years	920 - 960 hours	75%
10 Years	920 - 960 hours	50%
20 Years	750 – less than 920	75%
15 Years	750 – less than 920	50%
10 Years	750 – less than 920	25%
20 Years	600 – less than 750	50%
15 Years	600 – less than 750	25%
10 Years	600 – less than 750	15%

Eligible employees must be enrolled in County insurance program prior to retirement. The retiree shall be provided coverage under the primary carrier selected by the County for active employees. If the employee elect’s family coverage he or she shall receive the benefit of the value of the payment of the single coverage as depicted within the schedule set forth above but shall be responsible for paying the differential between that value and the cost of the family coverage.

If federal legislative changes results in the alteration of the current Medicare eligibility age of 65, the parties agree to allow for a limited re-opener to discuss modifications of the retiree health insurance provision to allow for language changes necessary to properly reflect the intent of the parties in adopting the original retiree health insurance provision.

If the employee chooses to participate in the County’s retiree health benefit as outlined above, the employee will not be eligible for the sick leave buyout at retirement. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

The employer recognizes its responsibilities to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 613A the 1981 Code of Iowa.

Policy approved January 11, 2022, by the Pottawattamie County Conservation Board and moved to bring in front of Board of Supervisors for consideration. Minutes attached

Approved by the Pottawattamie County Board of Supervisors May 31, 2022. Minutes attached

# Public Comments