

Consent Agenda

August 20, 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 Jorgensen, and second by Shea, to approve:

- A. August 13, 2024, Minutes as read.
- B. Jail – Employment of Robert Gran as a Detention Officer.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Greg Mathis, PL-566 Inspector and Brooke Bauer, Conservation Assistant, West Pottawattamie Soil and Water appeared before the Board to present on the PL-566 structures. Discussion only. No Action Taken.

Mark Shoemaker and Jeff Franco/Executive Directors, Conservation, appeared before the Board to give an update on Conservation. Discussion only. No Action Taken.

Recognition of Mark Shoemaker’s/Executive Director, Conservation dedicated Service and Retirement. Discussion only. No Action Taken.

Motion by Belt, second by Shea, 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.

RESOLUTION NO. 52-2024

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

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

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

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

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

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

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

Dated this 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"/>

_____	<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				

ATTEST: _____
 Becky Lenihan, Finance and Tax Officer, Auditor’s Office

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

Motion by Jorgensen, second by Shea, 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
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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				

ATTEST: _____
 Becky Lenihan, Finance and Tax Officer, Auditor’s Office

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

Motion by Wichman, second by Belt, 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: _____
Becky Lenihan, Finance and Tax Officer, Auditor’s Office

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

Motion by Belt, second by Shea, to approve and authorize Board to sign Resolution No. 55-2024 entitled: Resolution for Transfer from General Basic Fund to Property Acquisition/Improvement Donations 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 Basic 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
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_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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				

ATTEST: _____
 Becky Lenihan, Finance and Tax Officer, Auditor’s Office

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

3. OTHER BUSINESS

Motion by Wichman, second by Belt, to approve job description and pay for the position of Inspector Lead as a grade 532 pay scale.
 UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to approve job description and pay for the position of County Inspector II as a grade 529 pay scale.
 UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to approve job description and pay for the position of County Inspector I as a grade 527 pay scale.
 UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to approve and authorize Board Chair to sign School Resource Officer Operations Agreement and Addendum A.
 UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Jorgensen, to approve the termination at will of Director Chief Medical Examiner Investigator with a 30-day severance pay.
 UNANIMOUS VOTE. Motion Carried.

4. COMMITTEE APPOINTMENTS

Board discussed Committee meetings from the past week.

5. RECEIVED/FILED

- A. Salary Action(s):
 - 1) SWI Juvenile Detention Center – Employment of Isabella Minatra and Zackery Black as a Part-Time Youth Corrections Worker.
 - 2) Information Technology – Payroll status change for Todd Butterbaugh.
 - 3) Sheriff – Payroll status change for Daniel Allen.
- B. Out of State Travel Notification(s):
 - 1) Sheriff – Out of State Travel Notifications for Steve Winchell, Eric Shea, and Chad Freeberg.
 - 2) Jail – Out of State Travel Notification for Joshua Kirlin and Trish Bernhards.
- C. Report(s):
 - 1) Recorded Trustee Warranty Deed.
 - 2) Pottawattamie County Conservation Peace Officer Retiree Health Insurance and Sick Time.

6. PUBLIC COMMENTS

The following individuals appeared before the Board:
 Tim Kealy

7. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:32 A. M.

Susan Miller, Chair

ATTEST: _____
Melvyn Houser, Auditor

APPROVED: September 3 2024
PUBLISH: X

Scheduled Sessions

John Rasmussen/Engineer

Open Bids for bridge materials.

John Rasmussen/Engineer

Public Hearing and first consideration of Ordinance No. 2024-05, an Ordinance to add Chapter 7.7; Restricting Certain Secondary Roads for Use by Trucks and Commercial Vehicles; and to set the date for the second consideration.

RECORDER'S COVER SHEET

Prepared by:

Pottawattamie County Office of Planning and Development
227 South 6th Street, Suite 157
Council Bluffs, IA 51501
(712) 328-5792

Return Document to:

Pottawattamie County Office of Planning and Development
227 South 6th Street, Suite 157
Council Bluffs, IA 51501
(712) 328-5792

Document Title:

Pottawattamie County
Ordinance #2024-05

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2024-05**

AN ORDINANCE to add the following Chapter 7.70 Restricting Certain Secondary Roads For Use by Trucks and Commercial Vehicles.

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

SECTION 1 - REPEAL OF CONFLICTING ORDINANCES: All other Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 2 – AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 7.70 Restricting Certain Secondary Roads For Use by Trucks and Commercial Vehicles:

SECTIONS

7.70.010	PURPOSE
7.70.020	RESTRICTIONS
7.70.030	EXEMPTIONS
7.70.040	PERMITS AND FEES
7.70.050	SIGNS
7.70.060	RESTRICTED ROADS
7.70.070	PENALTY

7.70.010 PURPOSE. The purpose of this ordinance is to establish restrictions on the use of certain secondary roads by trucks and commercial vehicles to eliminate hazards to persons using the roads and to protect the roadways from damage and deterioration. This ordinance is adopted pursuant to the authority of Iowa Code §321.236(8) and §321.473.

7.70.020 RESTRICTIONS. No Commercial Vehicle with a Gross Vehicle Weight Rating greater than 26,001 pounds in any combination may be operated or towed at any time on the roads or sections of roads described in Section 7.70.060 of this ordinance. For purposes of this ordinance, “combination” shall be defined as provided in Iowa Code §321.1(9).

7.70.030 EXEMPTIONS. The restrictions of this ordinance shall not apply to the following vehicles:

1. State, county, and city vehicles.
2. Implements of husbandry as defined in Iowa Code §321.1(32).
3. Implements of husbandry loaded on hauling units for transporting the implements to locations for repair.
4. Vehicles moving farm produce, fuel, feed, household waste, well drillers, wastewater (septic pumpers).

5. Vehicles moving construction materials to a farm or home on a restricted road.
6. Fire or emergency medical apparatus owned by, under lease to, or used in the performance of a contract with a state or local authority.
7. Vehicles authorized to use the road under a current permit issued by the County Engineer.
8. Any Commercial Vehicle, with a destination point on the road, shall not enter designated routes except at the point on the road nearest to its destination and then proceed directly to such destination.

7.70.040 PERMITS AND FEES. Those vehicles that are restricted and not on the exempted list in Section 7.70.030 may apply for a temporary exemption:

1. Upon written application, the County Engineer may issue temporary permits to vehicles which are shown to be needed to provide a transportation service to a destination on the restricted road which cannot be provided by a vehicle which complies with this ordinance.
2. A fee of \$25 will be charged for a single use permit.

7.70.050 SIGNS. The County Engineer shall mark designated routes with signs each end of the roadway or sections of roads subject to restrictions under this ordinance with "WEIGHT LIMIT 13 TONS" (R12-1).

7.70.060 RESTRICTED ROADS SET BY RESOLUTION. Any restrictions not specifically set forth in this Chapter shall be set and amended by resolution by the Board of Supervisors. The restrictions shall apply to the following routes:

1. Berryhill Road
2. Lime Kiln Road
3. Longview Loop
4. Meadowview Parkway
5. State Orchard Road
6. Sunnydale Road

7.70.070 PENALTY. Any person who operates or tows any vehicle upon any restricted and marked road in violation of this ordinance shall be subject to a fine of \$400.

SECTION 3 - SEVERABILITY: If any of the provisions of this Ordinance or the application thereof to any person or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

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

PASSED AND APPROVED _____, 2024.

ROLL CALL VOTE

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

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



NOTICE OF PUBLIC HEARING PUBLISHED: August 29, 2024

BOARD OF SUPERVISORS PUBLIC HEARING: September 3, 2024
 FIRST CONSIDERATION: September 3, 2024

SECOND CONSIDERATION: September 10, 2024

PUBLICATION: September 19, 2024

RECORD: September 20, 2024

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

**Discussion and/or decision to approve and
authorize Board to sign Resolution NO. 56-
2024 entitled; Resolution to add the
roadway name of Stoneridge Court.**

**PLANNING AND ZONING
RESOLUTION NO. 56-2024**

WHEREAS, Pottawattamie County adopted a Uniform Rural Address System Ordinance, which became effective March 17, 1993; and

WHEREAS, whereas Section 7.30.040 of said Ordinance stipulates that “Updates (to the Rural Address Map) to include new roadway names shall require approval through the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA that Rural Address Map be updated to include the following roadway names:

<u>Established through</u>	<u>Township</u>	<u>Street Name</u>	<u>Address Range</u>
RMP 87 Development LLC	Hardin	Stoneridge Court	17800-17999

PASSED AND APPROVED September 3rd, 2024.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<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"/>
_____ Jeff Jorgensen	<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"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

RECORD: After Passage

**Lorelle Mueting/Prevention Director,
Heartland Family Service, Southwest Iowa
Drug Endangered Children
Patricia Russmann/Director, Thriving
Families Alliance, and Jessica
Rayment/Community Impact Coordinator,
Thriving Families Alliance**

**Discussion and/or decision to approve
and sign Proclamation designating the
month of September 2024 as Substance
Use Prevention and Recovery Month.**

Proclamation

Substance Use Prevention and Recovery Month

Mental health and substance use disorders affect all communities, but with commitment and support, those impacted can embark on a journey of improved health and overall wellness. This September we recognize Prevention Works, Treatment is Effective, and People Do Recover.

1 in 8 children (8.7 million) in the US live in households with at least one parent who has a substance use disorder. 1 in 3 children in the Iowa foster care system have a parent using meth. Of the 142 Child in Need of Assistance (CINA) Cases in Pottawattamie County, 87% were for drug allegations. Children living in drug environments are at risk for devastating effects including severe neglect, physical, emotional and sexual abuse, and developmental delays. These children are more likely to grow and develop chronic diseases like diabetes, heart disease, and obesity. Additionally, they are also more likely to develop a substance use disorder, financial difficulties, and employment challenges.

With accessibility and distribution increased along the I-80/ I-29 corridor, our area is at a unique risk. In 2023, 200,000 grams of meth was seized in Iowa. From 2012 through 2016, the rate of methamphetamine - related treatment admissions nearly doubled in Iowa. Pottawattamie County reporting some of the highest rates of treatment admissions throughout the state. Additionally, meth overdose mortality rates have increased – 196 deaths in Iowa.

WHEREAS, substance use continues to destroy individuals, families, and communities; and

WHEREAS, addictive substances like Methamphetamine and Marijuana (THC) can be found in every region of the state; and

WHEREAS, addiction shows no boundaries. It can happen to anyone, regardless of their economic status, education, upbringing or potential; and

WHEREAS, children grow best with positive childhood experiences in nurturing environments that are drug free; and

WHEREAS, addiction places undue burden on our Public Safety, Public Health, Human Services, Health Care, Education, Employment, and Treatment systems; and

WHEREAS, substance use treatment is effective in interrupting the cycle of addiction and abuse; and

WHEREAS, the support, commitment and involvement of the entire community is needed in order to solve this problem; and

WHEREAS, recovery provides individuals and families an opportunity to build safe, stable, nurturing relationships and environments; and

THEREFORE, we, Pottawattamie County Board of Supervisors, do hereby proclaim September 2024 as Substance Use Prevention and Recovery Month in Pottawattamie County.

Substance Use Prevention and Recovery Month spreads the message that Prevention Works, Treatment is Effective, and People Do Recover. Safe, stable, nurturing relationships and environments are necessary to the overall health and well-being of all in the family, as well as building a more resilient community. Throughout this month, we encourage people to become more aware and able to recognize the signs of mental health and substance use disorders and encourage people in need of recovery services to seek help.

Dated: September 3, 2024

ROLL CALL VOTE

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

ATTEST:

Melvyn Houser, County Auditor

**Brenda Mainwaring/President & CEO, Iowa
West Foundation and Bethany
Wilcoxon/Senior Advisor, McClure and
Associates**

**Discussion and/or decision to approve
\$40,000 funding for the Minden
Disaster and Recovery Resilience
Planning Contract.**

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: Minden Disaster & Recovery Resilience Planning

Project Number: 2024001495

Project Manager: Bethany Wilcoxon

This Agreement, is made on the [Click or tap here to enter text.](#) day of September, 2024, by and between McClure Engineering Company, of Clive, Iowa, (herein referred to as "CONSULTANT") and City of Minden, Iowa (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Minden Disaster & Recovery Resilience Planning

- The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the CONSULTANT.
- Payment to the CONSULTANT shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
- Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving (7) days written notice to the OWNER, suspend services under this agreement.
- THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
- This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the CONSULTANT.
- Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The CONSULTANT will adjust the schedule and compensation under this agreement to the extent that CONSULTANT's schedule and compensation are equitably adjusted by the OWNER.
- The amount of the CONSULTANT's compensation is \$192,650. The contract type is Lump Sum.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Subconsultant(s) Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E'	Owner's Responsibilities to Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'	Duties and Responsibilities of RPR	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'G'	Drawing Depicting the Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'H'	Construction Item List Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'I'	Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OWNER: City of Minden, Iowa

CONSULTANT: McClure Engineering Company

By: _____

Signed:  _____

Title: _____

Title: Senior Advisor

McCLURE ENGINEERING COMPANY CONSULTANT STANDARD TERMS AND CONDITIONS (Effective 1/1/2024 through 12/31/2024)



- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
 - 3.1** **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
 - 3.2** If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
 - 4.1** The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
 - 5.1** The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
 - 5.2** Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
 - 8.1** If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
 - 10.1** In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is proceeding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.

12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may,

upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

22.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

EXHIBIT B

McCLURE ENGINEERING COMPANY HOURLY RATE SCHEDULE (Effective 1/1/2024 through 12/31/2024)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135

EQUIPMENT	
3D Scanner per Scan	\$30.00
Photogrammetry Drone per Flight.....	\$125.00
Sonar Boat	\$125.00
LiDAR Drone per Flight.....	\$250.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to change based on billing rates for future years



The Minden Disaster & Recovery Resilience Planning Project ("Project") is focused on supporting the City of Minden in recovering and rebuilding following the Spring 2024 tornadoes. The work will be comprised of five primary areas, as outlined in the following sections.

1. Ongoing Emergency Support – \$3,700

As outlined in Step 1 of the Community Roadmap, the Consultant will support the City in addressing ongoing emergency-related tasks as they arise, as directed by the City. For example, this may include providing information to the community about the rebuilding process, business outreach and communications, etc.

2. Agency Coordination – \$27,750

As outlined in Step 2 of the Community Roadmap, the Consultant will help the City navigate the process of coordinating with the various agencies involved in the recovery process to secure maximum external funding. The Consultant will work alongside the City to ensure awareness of funding opportunities, to meet critical deadlines, and to navigate the process. It is anticipated coordination will focus on the Pottawattamie County Emergency Management Agency (PCEMA), the Federal Emergency Management Agency (FEMA), Economic Development Administration (EDA), Iowa Economic Development Authority (IEDA), and the US Department of Agriculture – Rural Development (USDA-RD).

Coordination efforts also will be made with Eagle Engineering, which is leading the work on the water treatment plant and lift station. As part of its work, Eagle Engineering is developing cost estimates for these facilities that will be used in discussions seeking funding from the aforementioned agencies. Eagle Engineering is not a subconsultant to this contract nor is any potential work by McClure's environmental team in support of the lift station.

3. Grant Assistance – \$12,950

To best support the City, McClure will work with local, regional, and state partners, such as the Metropolitan Area Planning Agency (MAPA), to identify and pursue additional funding opportunities. It is anticipated this work will focus on large federal grants, especially those MAPA has particular expertise in. For example, work is underway to pursue the Community Development Block Grant (CDBG) Disaster Recovery Round 3 program that focuses on new housing and is due in September 2024. Other funding opportunities, such as those through the Iowa Rural Development Council and Wells Fargo or USDA-RD, will be pursued as possible.

4. Community Messaging – \$8,200

As outlined in Step 3 of the Community Roadmap, the Consultant will help the City define its messaging to the community. This will begin with a brand and overall messaging strategy. Though the messaging will be dynamic based on immediate needs, it is anticipated it will focus on communicating pressing and pertinent information to residents to help build social capital and build their long-term support for what the City is working to accomplish. This work will focus

on the City's social media (Facebook), its website, and, as needed, printed posters to be hung throughout the City.

5. Long-Term Plan & Partnering – \$140,050 (\$93,050 for planning, \$47,000 for North 40 work)

As outlined in Steps 4 and 5 of the Community Roadmap, the Consultant will work alongside the City to develop a long-term vision and plan for how to build back better. A community vision and goals will be identified through community conversations and will serve as the framework for the entirety of the plan. The plan will be divided into four primary sections: Projects, Policies, Pay for It, and Partners; each of these is outlined below.

Projects

A comprehensive project list will be developed, using previously identified projects as possible, with priorities identified. It is anticipated the projects will include housing (including the industrial foundation's role, new housing opportunities, senior living opportunities, and incentives for homeowners and developers), the economy and business (including the downtown core and the Catalyst Grant program – see *Pay for It* section below), transportation (including connectivity and accessibility and the role RPA-18 may play), and community facilities and infrastructure (including the water system, parks and recreation, and natural resources and stormwater management). Order of magnitude cost estimates will be developed for each project.

It is understood there is a desire to update the layout and phasing of the planned subdivision on the north edge of the City ("North 40"). To begin this process, McClure will modify the existing conceptual plan, conduct a boundary survey and plat, complete a topographic survey, develop a preliminary plat, and complete an environmental review. This initial work will lay the foundation for the final plat, soil boring coordination, public construction documents, the stormwater management plan, the stormwater pollution prevention plan, utility easement documents, and the coordination of permits; this secondary work is not included in this contract and is anticipated to be completed at a later time.

Policies

The vision and projects identified in the preceding section will only be possible if the appropriate policies are in place. At this point, it is anticipated the City's future land use map and zoning guidance will be addressed along with key downtown guidance and regulations. Conversations to implement a temporary downtown development moratorium and to develop a citywide Tax Increment Financing (TIF) district are underway, and a vacant property registry will be explored for the downtown business district. Incentives to support development also will be explored.

Pay for It

Using the order of magnitude cost estimates from the *Projects* section, specific funding partners and programs will be identified for each project. The City of Joplin's *Recovery Plan* will be used as a model to convey this information in a succinct, easy to understand way.

Specific programs of note at this point include Empower Rural Iowa's Rural Readiness Assessment and two CDBG programs: Community Facilities and Disaster Recovery Round 3, for the community center and housing development, respectively.

IEDA's Emergency Catalyst Grant program is currently being pursued to support the redevelopment of the downtown core. At this point, four key businesses have been identified as

being of special interest: The bowling alley, the pharmacy, the grocery store, and the meat market. These will be the focus of the assessment, but other downtown structures also will be assessed.

To begin this work, a structural engineering assessment and report will be developed. The observation will be visual only; McClure will not be cutting or disturbing any building structures or enclosures (destructive testing) to gather more information about the state of the structure. This assessment report will serve as a tool for the City and IEDA to understand and scope future repair projects. Any construction documents made available to McClure prior to the site visit will enhance the quality and efficiency of the site visit and subsequent report.

For each structure, McClure will document the type of construction and generate a list of structural deficiencies, using the ATC-45 Detailed Evaluation Safety Assessment Form to assess each building. A condition assessment (i.e., good, fair, poor, or unsatisfactory) will be provided for each structure. A structural engineering report consisting of written and photographic information will be developed for each structure.

As the structural assessment is occurring, a local team will be established, with support from McClure, to navigate the potential IEDA Catalyst Grant program funding. This group will ensure the vision put forth in the *Projects* section is adhered to as buildings are repaired. To minimize local expenditures, IEDA is leading the procurement of an architect for this work.

Should IEDA funding be received, the Consultant will work with the State and City to administer the funds and ensure proper documentation is in place.

Partners

The final component of the plan, outlined in Step 5 of the Community Roadmap, focuses on partners. Disaster recovery is a long-term process, and a long-term recovery coalition should be developed to support this work in the coming years. This should include the Iowa West Foundation, Advance Southwest Iowa Corporation, PCEMA, MAPA, and the Small Business Development Center (SBDC), among others. McClure will help local leaders launch this group and identify the best organization to facilitate it in the long-term.

Total: \$192,650

EXHIBIT E

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

**Doug Reed/Director, Emergency
Management Agency**

Discussion on recovery update.

**Doug Reed/Director, Emergency
Management Agency**

**Discussion and/or decision on County
participation in flood property
acquisition.**

**Tara Slevin/Chief Philanthropy Officer and
Jenene Vandenburg/Chief Nursing Officer,
Methodist Jennie Edmundson Hospital**

**Presentation – Discussion and/or
decision.**

MJE Telemetry Project Summary

Explanation of Funding Breakdown

MJE Pledged / Commitment Completed by 12/24	\$	1,231,593.36
MJE Pledged / Commitment to be paid 2026		\$287,200.00
Southwest Iowa Foundation Pledged - Payments 2024, 2025, 2026		\$100,000.00
Pott County / ARPA Funding (last in) - (2025 & 2026)		\$500,000.00
Total Cost of Project:	\$	2,118,793.36

MJE Funding Spent by 12/24	\$1,231,593.36
2023 (Complete)	
Vital machines for 4H Med surgical unit and outpatient surgery	\$ 45,569.06
Central monitoring station wiring: location moved for expansion	\$ 15,834.52
Hardware for central monitoring unit	\$ 49,820.76
Hospital System upgrade: Network Infrastructure	\$ 211,433.20
13/15 Telemetry monitors for the Intensive Care Unit (ICU)	\$ 327,635.82
2024 (Complete)	
Central monitoring software and capacity expansion	\$ 151,900.00
5 Telemetry monitors for Cardiovascular department	\$ 88,400.00
2024 Projections (Complete by 12/24)	
29 Telemetry monitors 4H Med surg	\$ 230,000.00
4 Telemetry monitors and wiring 5H Women and Newborns	\$ 111,000.00
Total end of 2024 / Paid out	\$ 1,231,593.36

2025 Projections (Funding provided by (Pott County / ARPA)	\$487,200.00
24 Telemetry monitors Progressive Care Unit (PCU)	\$ 220,000.00
Telemetry monitors 2B General Medical unit	\$ 117,200.00
10 Telemetry monitors Emergency Department	\$ 150,000.00

2026 Projections (Funding provided by Pott Co/ARPA, SWIF & MJE)	\$400,000.00
Telemetry monitors Surgical Services - Pott County / ARPA	\$ 166,700.00
Telemetry monitors Surgical Services - Southwest Iowa Foundation (SWIF)	\$ 100,000.00
Telemetry monitors Surgical Services - MJE Capital	\$ 133,300.00

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

**Discussion and/or decision to approve
the purchase of a recycling trailer for
the courthouse campus.**

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

**Discussion and/or decision on
amendment for FY 2024/25 budget and
setting date for public hearing on said
amendment.**

DEPT #	Revenue Amount	Expense Amount
Board of Supervisors - 01	\$ -	\$ 1,213,918
Total		\$ 1,213,918
Attorney - 04	\$ 27,900	\$ 27,900
Total	\$ 27,900	\$ 27,900
Sheriff - 05		\$ 100,000
Total		\$ 100,000
Med Examiner	\$ 57,500	\$ 52,000
Total	\$ 57,500	\$ 52,000
Roads -20		\$ 2,350,000
Total		\$ 2,350,000
Conservation - 22	\$ -	\$ 510,000
Total	\$ -	\$ 510,000
Public Health - 23	\$ 7,200	\$ 7,200
Total	\$ 7,200	\$ 7,200
WIC - 48	\$ 92,802	\$ 92,802
Total	\$ 92,802	\$ 92,802
Buildings & Grounds - 51	\$ 449,000	\$ 584,000
Total	\$ 449,000	\$ 584,000
IT - 52		\$ 20,000
Total		\$ 20,000
Planning - 53	\$ 80,000	\$ 80,000
Total	\$ 80,000	\$ 80,000
Non-Departmental - 99		\$ 403,093
Total		\$ 403,093
	\$ 714,402	\$ 5,440,913

ACCTS TO AMEND BY DEPT

Department	DEPT #	Reason	Revenue Amount	Expense Amount
Board	01	Health Ins/PH Furniture/ARPA Spend down		\$ 1,213,918
Attorney	04	Insurance for Vehicle	\$ 27,900	\$ 27,900
Sheriff	05	Jail Maint Building - not spent in FY 23-24		\$ 100,000
Medical Examiner	12	Payout/Past Creamation Permits	\$ 57,500	\$ 52,000
Roads	20	Construction/Maintenance		\$ 2,350,000
Conservation	22	Retirement Payout/Projects		\$ 510,000
Public Health	23	Local PH Grants	\$ 7,200	\$ 7,200
WIC	48	New hire	\$ 92,802	\$ 92,802
B & G	51	CH roof	\$ 449,000	\$ 584,000
IT	52	Software Maint (virtual srvrs)		\$ 20,000
Planning	53	AdSWIA and McClure	\$ 80,000	\$ 80,000
Non - Departmental	99	Spending of remaining bond proceeds/not budgeted		\$ 403,093
			\$ 714,402	\$ 5,440,913

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

**Discussion and/or decision to approve
publication of County's' Annual
Financial Report for Fiscal Year Ending
June 30, 2024.**

FY 2023/2024 ANNUAL FINANCIAL REPORT
Statement of Revenues, Expenditures, and Changes in Fund Balance -- Actual and Budget
For the fiscal year ended June 30, 2024
County Name: POTTAWATTAMIE COUNTY County Number:78

		General	Special Revenue	Capital Projects	Debt Service	Permanent	Actual Totals	Budgeted Totals	
Revenues & Other Financing Sources									
Taxes Levied on Property	1	37,697,345	6,246,242		2,717,443		46,661,030	48,209,683	1
Less: Uncollected Delinquent Taxes - Levy Year	2		0		0		0	0	2
Less: Credits to Taxpayers	3		0		0		0	1,729,900	3
Net Current Property Taxes	4	37,697,345	6,246,242		2,717,443		46,661,030	46,479,783	4
Delinquent Property Tax Revenue	5	7,984	1,032		559		9,575	3,000	5
Penalties, Interest & Costs on Taxes	6	361,150					361,150	147,000	6
Other County Taxes/TIF Tax Revenues	7	4,295,980	5,425,840	0	148,447	0	9,870,267	8,921,944	7
Intergovernmental	8	18,351,569	9,019,820	8,603	169,514	0	27,549,506	24,150,707	8
Licenses & Permits	9	250	334,516	0	0	0	334,766	307,300	9
Charges for Service	10	3,540,462	54,422	0	0	0	3,594,884	3,763,625	10
Use of Money & Property	11	4,783,599	117,193	119,005	140,380	0	5,160,177	381,505	11
Miscellaneous	12	1,503,955	1,181,732	200,000	0	0	2,885,687	3,611,000	12
Subtotal Revenues	13	70,542,294	22,380,797	327,608	3,176,343	0	96,427,042	87,765,864	13
Other Financing Sources:									
General Long-Term Debt Proceeds	14	0	0	0	0	0	0	0	14
Operating Transfers In	15	3,645,000	9,124,301	232,516	602,800	0	13,604,617	14,887,526	15
Proceeds of Capital Asset Sales	16	0	83,768	0	0	0	83,768	0	16
Total Revenues & Other Sources	17	74,187,294	31,588,866	560,124	3,779,143	0	110,115,427	102,653,390	17
Expenditures & other Financing Uses									
Operating:									
Public Safety and Legal Services	18	38,032,924	626,468			0	38,659,392	38,641,402	18
Physical Health Social Services	19	5,153,362	280,076			0	5,433,438	5,698,375	19
Mental Health, ID & DD (Polk County only)	20	0	0			0	0	0	20
County Environment and Education	21	7,938,647	2,542,752			0	10,481,399	17,940,575	21
Roads & Transportation	22	463	15,751,271			0	15,751,734	18,527,047	22
Government Services to Residents	23	2,404,727	14,980			0	2,419,707	2,586,529	23
Administration	24	15,878,521	659			0	15,879,180	18,563,715	24
Nonprogram Current	25	0	0			0	0	0	25
Debt Service	26	0	0	0	3,539,125	0	3,539,125	3,542,825	26
Capital Projects	27	0	765,749	8,472,357		0	9,238,106	11,162,285	27
Subtotal Expenditures	28	69,408,644	19,981,955	8,472,357	3,539,125	0	101,402,081	116,662,753	28
Other Financing Uses:									
Operating Transfers Out	29	5,762,726	9,609,375	0	232,516	0	15,604,617	14,887,526	29
Refunded Debt/Payments to Escrow	30	0	0	0	0	0	0	0	30
Total Expenditures & Other Uses	31	75,171,370	29,591,330	8,472,357	3,771,641	0	117,006,698	131,550,279	31
Changes in fund balances	32	-984,076	1,997,536	-7,912,233	7,502	0	-6,891,271	-28,896,889	32
Beginning Fund Balance - July 1, 2023	33	54,028,703	16,741,057	9,421,097	878,283	0	81,069,140	71,191,998	33
Increase (Decrease) in Reserves (GAAP Budget)	34	0	0	0	0	0	0	0	34
Fund Balance - Nonspendable	35	0	0	0	0	0	0	0	35
Fund Balance - Restricted	36	15,566,456	18,738,593	1,508,864	885,785	0	36,699,698	14,015,187	36
Fund Balance - Committed	37	0	0	0	0	0	0	0	37
Fund Balance - Assigned	38	7,873,292	0	0	0	0	7,873,292	4,917,049	38
Fund Balance - Unassigned	39	29,604,879	0	0	0	0	29,604,879	23,362,873	39
Total Ending Fund Balance - June 30, 2024	40	53,044,627	18,738,593	1,508,864	885,785	0	74,177,869	42,295,109	40

Additional details are available at: Pottawattamie County Auditor 227 S 6th St Council Bluffs IA 51501
Notes to the financial statement, if any: -
Telephone : (712) 328-5700

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

**Discussion and/or decision to
approve/disallow the following
applications made to the Assessor's
Office: 2 Homestead applications.**

Other Business

Lea Voss/Treasurer

**Discussion and/or decision to approve
payment of taxes for the County owned
properties and drainage.**

Drainage/Property Taxes 2024

Parcel No.	Amount Due
744416300008	\$5.00
744416300009	\$5.00
754321132002	\$28.00
754404200006	\$10.00
754436178005	\$1,940.00
764404400002	\$15.00
764404400007	\$10.00
764408200005	\$21.00
764409100003	\$10.00
764409300006	\$10.00
764409400002	\$12.00
764410100005	\$18.00
764415200002	\$14.00
764416400001	\$15.00
764404400003	\$20.00
764417200004	\$10.00
764421100005	\$10.00
774416400004	\$10.00
774421400001	\$20.00
764422100003	\$187.00
764427200005	\$48.00
764427200006	\$28.00
764428400006	\$10.00
764431200004	\$10.00
764431400006	\$10.00
764432200005	\$10.00
764433100007	\$10.00
764433200006	\$10.00
774433400004	\$10.00
764434200005	\$82.00
774417100007	\$9.00
774427400004	\$10.00
774433300008	\$132.00
774433400005	\$11.00
774433400010	\$11.00
774434400002	\$10.00
774434400009	\$10.00
TOTAL DUE	\$2,791.00
abatement Parcel 754436178005	<u>-\$1,940.00</u>
TOTAL AMOUNT DUE	\$851.00

Lea Voss/Treasurer

**Discussion and/or decision to approve
tax abatement for County owned
property located at 522 Pearl Street
(Parcel No. 754436178005), Council
Bluffs.**

Pottawattamie County
Treasurer
Lea Voss

227 South 6th Street
 Council Bluffs, IA 51501
 Phone: 712-328-5627

Tax Year 2023

Receipt #
2003608

PARCEL
754436178005

TAX DUE
09/30/2024

PENALTY STARTS
10/01/2024

Full Year
\$1,940.00

September 2024
\$970.00

Pottawattamie County
Treasurer
Lea Voss

227 South 6th Street
 Council Bluffs, IA 51501
 Phone: 712-328-5627

Tax Year 2023

Receipt #
2003608

PARCEL
754436178005

TAX DUE
03/31/2025

PENALTY STARTS
04/01/2025

March 2025
\$970.00



RETURN SERVICE REQUESTED 0 0

POTTAWATTAMIE COUNTY
 227 S 6TH ST
 COUNCIL BLUFFS, IA 51501-4269

POTTAWATTAMIE COUNTY
 227 S 6TH ST
 COUNCIL BLUFFS, IA 51501-4269



Return Stub with September Payment

Return Stub with March Payment

Pottawattamie County tax bill for September 2024 and March 2025. *Please keep it in a safe place. Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. Taxes based on January 1, 2023 valuations. Taxes for July 1, 2023 through June 30, 2024. Payable September 2024 and March 2025.*

PARCEL	Dist/Parcel: 000 754436178005	District Name: CO BLUFFS CITY/CO BLUFFS	Net Acres: 0.000					
	Receipt #: 2003608 Type: 2023 CT	Location: 522 PEARL ST						
	Legal: JEFFERIS SUB LT 6 BLK 7 & E1/2 VAC ALLEY ADJ		Mail: POTTAWATTAMIE COUNTY					
VALUATIONS AND TAXES		2023 (This Year)	2022 (Last Year)	TAX DUES OWNERS	Other taxes unpaid:	No		
		Assessed	Taxable		Assessed	Taxable	Special Assessments due:	No
	Land:	\$85,500.00	\$39,623.00		\$85,500.00	\$46,726.00	Drainage due:	No
	Buildings:	\$11,800.00	\$5,468.00		\$9,700.00	\$5,301.00	Tax sale certificate:	No
	Dwelling:	\$0.00	\$0.00		\$0.00	\$0.00		
	Total Values:	\$97,300.00	\$45,091.00		\$95,200.00	\$52,027.00	DEED: POTTAWATTAMIE COUNTY	
	Less Homestead Exemption:		\$0.00			\$0.00		
	Less Military Exemption:		\$0.00			\$0.00		
	NET TAXABLE VALUE:	\$97,300.00	\$45,091.00		\$95,200.00	\$52,027.00		
	Value Times Levy Rate of:		43.0203800			43.7822200		
EQUALS GROSS TAX OF:		\$1939.83		\$2277.86				
Less Credits of:								
Homestead:		\$0.00		\$0.00				
Low Income/Elderly Credit:		\$0.00		\$0.00				
Ag Land Credit:		\$0.00		\$0.00				
Family Farm Credit:		\$0.00		\$0.00				
NET ANNUAL TAXES:		\$1940.00		\$2278.00				
Payment:		\$0.00						
					Tax Dollars for Emergency Management County \$4,706,921.00			

TAXING AUTHORITY	% OF TOTAL	Distribution of YOUR current year taxes		Total property taxes levied by taxing authority		
		THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	PERCENT +/-
CITY OF COUNCIL BLUFFS	41.51	\$805.16	\$950.08	\$59,945,858.00	\$55,031,880.00	8.93+
COUNCIL BLUFFS COMMUNITY SCHOOL	37.13	\$720.31	\$840.71	\$42,273,963.00	\$39,692,575.00	6.50+
COUNTY LEVIES/URBAN	17.03	\$330.37	\$393.60	\$43,917,313.00	\$41,661,189.00	5.42+
AREA COLLEGE - IWCC	3.43	\$66.57	\$72.31	\$18,455,936.00	\$15,967,349.00	15.59+
ASSESSOR	0.71	\$13.81	\$16.74	\$1,833,864.00	\$1,768,982.00	3.67+
AG EXTENSION - WEST	0.19	\$3.70	\$4.47	\$417,445.00	\$398,033.00	4.88+
STATE OF IOWA - BRUCellosis	0.00	\$0.08	\$0.09	\$0.00	\$0.00	0.00+
Total	100.00	\$1,940.00	\$2,278.00	\$166,844,379.00	\$154,520,008.00	

YOU MAY PAY ONLINE AT: www.IowaTreasurers.org

Pottawattamie County Treasurer
 Lea Voss
 227 South 6th Street
 Council Bluffs, IA 51501
 Phone: 712-328-5627

Receipt #
2003608

September 2024
\$970.00

Date Paid: _____
 CHECK#: _____

March 2025
\$970.00

Date Paid: _____
 CHECK#: _____

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.

7544 36 178 005

--- Permanent Property Address ---	----- Mailing Address -----
POTTAWATTAMIE COUNTY	POTTAWATTAMIE COUNTY
522 PEARL ST	227 S 6TH ST
COUNCIL BLUFFS, IA 51503	COUNCIL BLUFFS, IA 51501

District: 000 CO BLUFFS CITY/CO BLUFFS

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/754436178005>

===== TAX DESCRIPTION* =====

* Not to be used on legal documents

JEFFERIS SUB LT 6 BLK 7 & E1/2 VAC ALLEY ADJ

===== ASSESSED VALUE =====

* Class is for Assessment purposes only - Not Zoning

Current Value				
2024	Comm. Land	Improvement	Total	Class
Full Value	\$85,500	\$11,800	\$97,300	C
Exempt	\$0	\$0	\$0	C
Net Total	\$85,500	\$11,800	\$97,300	C

Prior Year Value				
2023	Comm. Land	Improvement	Total	Class
Full Value	\$85,500	\$11,800	\$97,300	C
Exempt	\$0	\$0	\$0	C
Net Total	\$85,500	\$11,800	\$97,300	C

===== EXEMPTIONS/CREDITS APPLIED =====

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D POTTAWATTAMIE COUNTY book/page: [2024/05687](#) D

===== SALES HISTORY =====

Sale Date	Amount	Code	Book/Page	
05/28/2024	116760	D2	2024/05687	
05/22/2019	0	D38	2019/05985	multiple parcel sale
01/01/1983	0	D000	0083/13749	multiple parcel sale

===== ASSESSMENT DATA =====

PDF: 8 MAP: CB - FLAT PARKING

Date Reviewed: 10/27/16 BL

LAND.....5355 sqFt .12 acres
 Lot 1: Frontage Rear Side-1 Side-2 Rear-Lot
 45 45 119 119

YARD EXTRAS..Paving - Concrete 4,100 SF, Concrete Parking



522 PEARL ST, POTTAWATTAMIE COUNTY, 1 04/05/2016

[Zoom Out](#) [Zoom In](#)



600ft x 600ft

**Jana Lemrick/Director, Human Resources
and Trish Bernhards/Jail Administrator, Jail**

**Discussion and/or decision on new job
description and pay for the position of
Senior Jail Administrator Assistant.**

Job Description

Position Title	Senior Jail Administrative Assistant
Reports To	Jail Administrator
Supervises	Non
FLSA Status	Non-Exempt
Bargaining Unit	N/A
Grade	521
Updated	8.29.24

Summary of Position

Under the direction of the Jail Administrator, responsible for the effective payroll, records and program management of the jail.

Essential Functions

Promotes a diverse, culturally competent and respectful workplace. Assists with the new hire process to include coordinating pre-employment medical screenings.

Plans, organizes and manages the scheduling and timekeeping and other activities and operations of the county jail and its program efforts under the direction of the jail leadership team.

Prepare, balance and maintain accurate records of leave balances, and hours of work. Document salary adjustments for jail employees in jail records, make adjustments to timecards as needed.

Update and maintain forms as needed.

Receive, sort and distribute Sheriff's office mail according to established procedures, maintain confidentiality.

Assist and manages the publications of the policy, rules and regulations of the jail to ensure effective administration of the jail.

Represent the jail for payroll, time keeping, personnel records and requests to the County Auditor, Human Resources, and other agencies interacting with the jail; and with the Federal Partners who incarcerate inmates under contract. Submits necessary documents to Payroll and Human Resources.

Directly manages the timekeeping system for jail employees and supervises its functions to ensure payroll accuracy. Maintains all personnel records including health records to the Federal HIPAA standard. Maintains confidentiality with jail leadership team of all personnel actions.

Assists the Jail leadership team in interpreting policies and procedures, applicable laws and labor contracts issues to and for the jail workforce.

Job Description

Prepares various jail reports and statistical information as requested.

Establishes and manages all records, information systems and research activities to evaluate results and forecast trends effecting operations. Directs the development of recommendations to meet current and future facility needs. Monitors compliance with Iowa State Jail Standards and other applicable laws, rules and regulations.

Attends staff meetings, seminars and training to maintain up to date knowledge and professionalism in the field.

Receives and answers facility correspondence and communications.

Assists state and/or federal jail inspectors by providing documents and other information necessary to complete required inspections.

Prepare reports including attendance and overtime records, salary records and contract employee hours.

Serve on department and county wide committees as appointed (i.e. Shop with the Sheriff, CHI cancer fundraiser, UKG Timekeeping user group.)

Assist other divisions and county departments with timekeeping setup and function as needed.

Assists with onboarding and offboarding jail employees.

Provide FMLA paperwork to employees when requested. Track FMLA hours and usage. Track light duty status and renewals for the jail division.

Maintain emergency contact information for all jail staff according to jail emergency preparedness standards.

Maintain ID badges and door access for all jail staff.

Schedule meetings, retirement parties, etc.

Provide administrative services to the Jail Administration.

Marginal Functions

Perform other duties as directed or as the situation dictates.

Essential Knowledge, Experience and Ability

Knowledge of best practices with respect to principles and practice of administration, payroll and timekeeping, and records management.

Knowledge of relevant jail standards and best practices regarding modern custodial care and supervision of inmates.

Knowledge of jail safety, security and control principles.

knowledge of the role of criminal justice system agencies and related procedures.

Job Description

Possess and utilize excellent communication and human relations/behaviors skills when interacting with others.

Strong computer skills required. Proficient in Microsoft Office and Excel to include word processing and spreadsheets, some payroll principles, and timekeeping software.

Ability to deal effectively with contractors and service vendors.

Ability to exercise sound independent judgement and discretion in performing job duties.

Ability to communicate effectively both orally and in writing with a variety of individuals, agencies and organizations.

Ability to analyze complex situations, resolve problems and develop appropriate strategies and plans.

Ability to establish and maintain effective working relationships with other managers in the jail division, Sheriff's Office, representatives and agencies in the justice system, union representatives and with other correctional/law enforcement agencies.

Essential Education, Certification and/or Licences

Five (5) years of responsible experience in a criminal justice agency or corrections work environment, including a minimum of two (2) years working with payroll in electronic systems.

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 accommodation may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this job. Work is performed in a jail facility with potential contact with inmates exposing the employee to the hazards associated with the occupational exposure to communicable diseases, blood borne pathogens and possible verbal and physical attacks by inmates. The Senior Jail Administrative Assistant may be required to answer inquiries from Supervisors during off duty times for questions of payroll and budgeting. Daily job functions require that the incumbent have the ability to frequently push, pull, lift and/or carry equipment, supplies and other materials weighing up to 10 lbs., and to occasionally push, pull, lift and/or carry equipment supplies and other materials weighing up to 25 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity to use hands and arms to reach, handle, grasp and feel, operate a computer, standard office equipment and any other equipment that is used to perform the essential functions of this job.

Work hours may occasionally be required before or after normal business hours. Noise level is usually moderate. 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.

Received/Filed

Appendix A

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. **Completed form must accompany any claims sent for payment or reimbursement.**

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 <input type="checkbox"/>	Airfare <input type="checkbox"/>	
Lodging			
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	
Lunch	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	
Dinner	Included <input type="checkbox"/>	Not Included <input type="checkbox"/>	
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 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.

Office of **No 048795**
Pottawattamie County Treasurer

August 20, 2024 for July
 Date 2024

Received from Pottawattamie County
Sheriffs office

Payor Pottawattamie County Sheriffs
office

Amount Fifty Seven Thousand Seven Hundred
Thirty Six Dollars & ⁵⁵/₁₀₀ \$ 57,736.55

Account to be credited See below

Descriptions of funds See below

Received by Km

Date received 8/20/24

July 1 2024		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$2,450.00	Weapon Permits	0001-1-05-1060-441000-000
\$55,286.55	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
\$57,736.55	Total Deposit	
	\$35,066.73	total check #224434
	\$22,669.82	total check #224435
	\$57,736.55	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

07/01/2024 - 07/31/2024

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 07/01/2024 - 07/31/2024.

Disbursements:

Paid to Others:

Service Fees - Notary Fees; Copy Fees	220.00
Mileage Amount	5.00
State - Weapon Permit Amount	545.00
Refunds; Publication; Sales; Com	519,011.38

Subtotal	<u>519,781.38</u>
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Paid to Treasurer:

Service Fees - Notary Fees; Copy Fees	40,389.23
Postage	4,855.33
Transport - Officer Expenses	5,345.02
Mileage Amount	4,276.97
Report Amount	140.00
County - Weapon Permit Amount	2,450.00
Other - Subpoena	280.00

Subtotal	<u>57,736.55</u>
----------	------------------

Total	<u><u>577,517.93</u></u>
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The above information is respectfully submitted on 8/16/2024



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for


07/01/2024 - 07/31/2024

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 07/01/2024 - 07/31/2024.

Receipts:

Service Fees - Notary Fees; Copy Fees	31,622.39
Postage	3,392.32
Transport - Officer Expenses	5,345.02
Mileage Amount	4,276.97
Report Amount	130.00
County - Weapon Permit Amount	2,060.00
State - Weapon Permit Amount	455.00
Refunds; Publication; Sales; Com	478,700.47
Other - Subpoena	175.00
Unapplied	-1.50
Total	526,155.67

The above information is respectfully submitted on 8/16/2024



Andy Brown
Pottawattamie County, IA

Public Comments

Study Session

Jana Lemrick/Director, Human Resources

Discussion on Public Relations position.