

Consent Agenda

September 3, 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 Belt, and second by Jorgensen, to approve:

- A. August 20, 2024, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Belt, second by Shea, to open Bids for the Pottawattamie Secondary Roads Bridge Materials. 7 bids were received.

Discussion only. No Action Taken.

Motion by Belt, second by Jorgensen, to open Public Hearing for First Consideration of **Ordinance No. 2024-05**.

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

Motion by Shea, second by Belt, to close Public Hearing.

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

Motion by Belt, second by Jorgensen, to approve First Consideration of **Ordinance No. 2024-05**, an Ordinance to add Chapter 7.70; Restricting Certain Secondary Roads for Use by Trucks and Commercial Vehicles; and to set date for Second Consideration for September 10, 2024, at 10:00 A.M.

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. 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:

Established through	Township	Street Name	Address Range
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

○ ○ ○ ○

Attest: _____

Melvyn Houser, County Auditor
Pottawattamie County, Iowa

RECORD: After Passage

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

Motion by Shea, second by Jorgensen, 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
_____ Susan Miller, Chairperson	○	○	○	○
_____ Scott Belt	○	○	○	○
_____ Tim Wichman	○	○	○	○

_____	○	○	○	○
Brian Shea				
_____	○	○	○	○
Jeff Jorgensen				

ATTEST: _____
 Melvyn Houser, County Auditor

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

Motion by Shea, second by Jorgensen, to approve \$40,000 for funding with McClure for the contract for Minden Disaster and Recovery Resilience plan, to be paid from the gaming fund.
 UNANIMOUS VOTE. Motion Carried.

Doug Reed/Director, Emergency Management Agency, appeared before the Board to provide a disaster recovery update.
 Discussion only. No Action Taken.

Doug Reed/Director, Emergency Management Agency, appeared before the Board to discuss flood property acquisition.
 Discussion only. No Action Taken.

Tara Slevin/Chief Philanthropy Officer and Jenene VandenBurg, Chief Nursing Officer, Methodist Jennie Edmundson Hospital appeared before the Board to give a presentation and provide an update.
 Motion by Shea, second by Belt to approve \$500,000 to be taken out of ARPA funds.
 UNANIMOUS VOTE. Motion Carried.

Matt Wyant/Director, Planning, appeared before the Board to discuss the purchase of a recycling trailer for the courthouse campus.
 Discussion only. No Action Taken.

Motion made by Belt, second by Shea, to approve setting time and place for public hearing on an amendment for the FY 2024/25 Budget for September 24, 2024, at 10:00 AM.
 UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve publication of County’s Annual Financial Report for Fiscal Year ending June 30, 2024.
 UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Jorgensen, to approve the following applications made to the Assessor’s Office: 2 Homestead Applications recommended allowed.
 UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

Motion by Wichman, second by Jorgensen, to approve payment of taxes for County owned properties and drainage.
 UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to approve Tax abatement for County owned property located at 522 Pearl Street (Parcel No. 754436178005), Council Bluffs.
 UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to approve job description and pay for the position of Senior Jail Administrative Assistant at pay grade 521, Step 9, \$33.76.
 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 Jacqueline Lopez as a Part – Time Youth Corrections Worker.
 - 2) Communications – Payroll status change for Veronica Burson.

- 3) Conservation – Employment of Kellie Hayden as a Seasonal Raptor Bander.
- 4) Conservation – Employment of Nolan Walker as a Seasonal HawkWatch Counter.
- B. Out of State Travel Notification(s):
 - 1) Out of State Travel Notification for Karen Foreman.
- C. Report(s):
 - 1) Sheriff Report of Fees Disbursed and Collected for July 2024.

6. PUBLIC COMMENTS

The following individuals appeared before the Board:
David Snyder

7. STUDY SESSION

Jana Lemrick/Director, Human Resources appeared before the Board to discuss the Public Relations position.
Discussion only. No Action Taken.

8. ADJOURN

Motion by Belt, second by Shea, 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: September 10, 2024

PUBLISH: X

I, Melvyn Houser, Auditor of Pottawattamie County, verify the following to be a correct copy of all claims allowed by the Pottawattamie County Board of Supervisors for the month of August 2024.

Vendor Name	Payable Description	Total Payments
20 W MAIN LLC	PROF SVC - SHERIFF	474.00
3 T INC	PROF SVC - CONSERVATION	700.00
3RD DEGREE SCREENING INC	PROF SVC - HR	194.50
4IMPRINT INC	PROF SVC - PUB HEALTH	437.62
A RAYMOND PLUMBING INC	PROF SVC - CONSERVATION	3,799.50
A VITAL SIGNS UNLIMITED INC	EQUIP - BOARD	9,540.00
AARON SOUCIE	REIMB EXP - SHERIFF	334.87
ABBIE ASHCRAFT	REIMB EXP - SWIA MHDS REGION	84.96
ABBY ROBINSON	REIMB EXP - MED EXAMINER	43.28
ABLE LOCKSMITHS	SUPPLIES - JAIL	1,820.00
ACCURATE LAWN & IRRIGATION LLC	PROF SVC - B&G	3,915.00
ADAM KLEIN	REIMB EXP - IT	44.89
ADVANCE SOUTHWEST IOWA CORPORATION	PROF SVC - PLANNING	7,321.25
AGRIVISION GROUP LLC	ROADS/PARTS	3,685.21
AIRGAS INC	ROADS/RENT	55.33
ALAN WEGMAN	MEETING - BOARD	1,040.00
ALEGENT CREIGHTON CLINIC	MED SVC - MED EXAMINER	1,330.00
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	464.31
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	169.75
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	3,527.56
ALL COPY PRODUCTS INC	PROF SVC - WIC	124.01
ALL MAKES OFFICE EQUIPMENT CO	ROADS/ROC	619.73
ALLAN TIARKS	LANDSCAPING - WEST POTT SWCD	10,099.69
ALLISON WISE	TRANSCRIPTS - CO ATTORNEY	950.50
AMAZON CAPITAL SERVICES INC	SUPPLIES - JAIL	18,046.45
AMERICAN NATIONAL BANK	MO BILL - IT	46,380.80
AMERITECH SOLUTIONS	SUPPLIES - WIC	144.00
AMI GROUP INC	PROF SVC - NON-DEPARTMENTAL	7,350.00
AMY JOBE	REIMB EXP - SWIA MHDS REGION	80.40
ANDREW BESCO	MEETING - BOARD	410.00
ANDREW DEWEY	REIMB EXP - IT	155.44
ANDREW MOATS	REIMB EXP - RECORDER	197.20
ANNE MORGAN	WELL CHLORINATION - ENV HEALTH	295.00
ARAMARK UNIFORM & CAREER APAREL GROUP INC	SUPPLIES - JAIL	75,485.02
ARNOLD MOTOR SUPPLY	ROADS/PARTS	618.27
ARROW TOWING INC	PROF SVC - SHERIFF	65.00
ASP ENTERPRISES INC	SUPPLIES - CONSERVATION	457.87
AT&T MOBILITY LLC	MO BILL - EMA	335.17
AVI SYSTEMS INC	EQUIP - SWIA MHDS REGION	1,240.00
BARBARA CHENEY	REIMB EXP - SWIA MHDS REGION	300.83
BAUER BUILT INC	ROADS/TIRES - 324	3,699.56
BENNETT REFRIGERATION INC	PROF SVC - JAIL	1,050.00
BERENS TATE CONSULTING GROUP INC	PROF SVC - BOARD	3,500.00
BETHANY KOWAL	PROF SVC - NON-DEPARTMENTAL	1,917.72
BETTY COLLINSON	PROF SVC - JAIL	815.50
BIG RED CONCRETE PUMPING INC	ROADS/MATERIALS	823.23
BILLS WATER CONDITIONING INC	MO BILL - JAIL	527.20
BISHOP BUSINESS EQUIPMENT COMPANY	PROF SVC - COMMUNICATIONS	212.52
BLACK HILLS UTILITY HOLDING	MO BILL - JAIL	4,633.53
BLU MOVING	PROF SVC - COMMUNICATIONS	1,102.50
BLUFFS ELECTRIC LLC	PROF SVC - CONSERVATION	825.70
BNSF RAILWAY COMPANY	ROADS/PROJECT	4,162.20
BOB BARKER COMPANY INC	SUPPLIES - JAIL	3,221.61
BODE DUE INC	ROADS/TIRE REPAIR - 302	147.00
BOLTON & MENK INC	DRAINAGE - C & R - PROF SVCES	6,816.50
BOMGAARS SUPPLY INC	ROADS/PARTS	3,050.01
BOO INC	ROADS/PARTS	1,132.56
BOYD JONES CONSTRUCTION COMPANY	PROF SVC - BOARD	459,017.61
BP ENTERPRISES INC	PROF SVC - SHERIFF	1,206.17
BRANDON RAMSEY	REIMB EXP - SHERIFF	180.84
BREAD AND BUTTER US LLC	PROF SVC - PUB HEALTH	125.00
BREDA TELEPHONE CORP	MO BILL - IT	306.93
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	736.00

BRENDA DAU	MEETING - BOARD	200.00
BRETT LARSON	MEETING - PLANNING	37.06
BRIAN JACKSON	ROADS/TRAINING	9,300.00
BRIAN MCMILLIN	PROF SVC - IT	8,100.00
BRIAN SHEA	REIMB EXP - BOARD	715.56
BRITTANY CHAPMAN	REIMB EXP - MED EXAMINER	88.71
BRUCE POTTER	MEETING - BOARD	50.00
BRUMLEY SUPPLIES LLC	ROADS/SUPPLIES - ROC	32,051.63
BUSINESS CLEANING SOLUTIONS INC	PROF SVC - CONSERVATION	517.00
C & J INDUSTRIAL SUPPLY INC	ROADS/UTILITIES - ROC	290.50
C & P AUTO PARTS INC	SUPPLIES - SHERIFF	59.96
CALHOUN COMMUNICATIONS INC	PROF SVC - IT	1,775.00
CAPITAL ONE NA	SUPPLIES - DHS	29.37
CAPITAL SANITARY SUPPLY CO INC	SUPPLIES - JAIL	1,729.86
CARLSON CUSTOM AG LLC	PROF SVC - CONSERVATION	7,866.00
CAROL MARTIN	PROF SVC - NON-DEPARTMENTAL	7,257.88
CASS COUNTY (IA)	MHA - SWIA MHDS REGION	3,897.96
CDW LLC	SUPPLIES - IT	3,052.68
CENTRAL IOWA READY MIX	ROADS/MATERIALS	25,788.00
CENTRAL STATES INSPECTION SERVICES INC	PROF SVC - SKI HILL	564.00
CENTRO LATINO OF IOWA	PROF SVC - PUB HEALTH	150.00
CENTURY LINK COMMUNICATIONS LLC	MO BILL - COMMUNICATIONS	3,392.27
CENTURLINK INC	ROADS/UTILITIES	1,260.36
CHAMPLIN TIRE RECYCLING INC	PROF SVC - ENV HEALTH	1,463.17
CHAPEL RIDGE OF COUNCIL BLUFFS LP	RENT ASSIST - GA	1,000.00
CHOICE INC	COMM LIVING - SWIA MHDS REGION	5,308.63
CHRISTIAN HOME ASSOCIATION	CSRS/SUST - SWIA MHDS REGION	90,052.89
CHRISTOPHER JON ELLIOTT	MED SVC - MED EXAMINER	6,666.67
CHRISTOPHER TAYLOR	WELL INSP - ENV HEALTH	600.00
CHS INC	FUEL - EMA	649.34
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	604.98
CITIBANK NA	SUPPLIES - B&G	39.93
CITY OF COUNCIL BLUFFS	PROF SVC - EMA	3,559.24
CITY OF HANCOCK	MO BILL - CONSERVATION	410.46
CITY OF LOGAN	RENT - WIC	200.00
CITY OF OAKLAND	MO BILL - ENV HEALTH	50.00
CITY OF ONAWA	RENT - WIC	240.00
CLAIRERECECE PETERSON	MED SVC - JAIL	191.66
CLEARVIEW COUNTY CLUB FOR PETS	PROF SVC - SHERIFF	713.15
CODY PANE	REIMB EXP - MED EXAMINER	286.83
COLUMN SOFTWARE PBC	PUBLICATIONS - BOARD	3,333.78
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC	ROADS/TIRES	2,316.10
CONCERNED INC	COMM LIVING - SWIA MHDS REGION	337.50
CONNER PSYCHOLOGICAL SERVICES PC	PROF SVC - JAIL	425.00
CORMACI CONSTRUCTION	EQUIP - NON-DEPARTMENTAL	97,473.80
CORPORATE TRANSLATION SERVICES INC	PROF SVC - COMMUNICATIONS	92.14
COUNCIL BLUFFS LEASED HOUSING ASSOCIATES I LLIP	RENT ASSIST - GA	1,200.00
COUNCIL BLUFFS SEPTIC INC	PROF SVC - CONSERVATION	1,938.00
COUNCIL BLUFFS WATER WORKS	MO BILL - JAIL	7,058.44
COUNTRY CARE CENTER CORPORATION	RCF - SWIA MHDS REGION	41,961.60
COVERTTRACK GROUP INC	SUBSCRIPTION - SHERIFF	600.00
COX COMMUNICATIONS INC	MO BILLING - VARIOUS	6,414.76
CREDIT BUREAU OF COUNCIL BLUFFS INC	PROF SVC - JAIL	47.25
CROWL PROPERTY MANAGEMENT INC	RENT ASSIST - GA	500.00
CRYSTAL CLEAR WATER INC	PROF SVC - RECORDER	43.75
CSI SSP INC	SUPPLIES - AUDITOR	2,862.74
CUMMINS INC	ROADS/SOFTWARE	750.00
CUTLER ONEILL INC	TRANSPORT - MED EXAMINER	1,800.00
D DAVID CASSON	MEETING - BOARD	50.00
DANELLE BRUCE	REIMB EXP - SWIA MHDS REGION	561.59
DANIEL TEMEYER	REIMB EXP - SHERIFF	74.20
DATA POWER TECHNOLOGY LLC	PROF SVC - COMMUNICATIONS	1,250.00
DAVE LYON TOWING & REPAIR LLC	ROADS/SERVICES - 515	200.00
DAVID BAYER	REIMB EXP - IT	24.79
DAVID DAU	MEETING - BOARD	50.00
DAWN HARDER	MEETING - BOARD	300.00

DEBBIE SCHULER	REIMB EXP - SWIA MHDS REGION	166.16
DECISIONS FOR LIFE LLC	GUARDIAN/CONSERV - SWIA MHDS REGION	975.00
DENNIS SUPPLY COMPANY	SUPPLIES - COMMUNICATIONS	503.85
DIAMOND MOWERS LLC	ROADS/PARTS	1,663.31
DIAMOND OIL COMPANY	FUEL - CONSERVATION	2,533.78
DIANE BURROUGHS	MEETING - BOARD	500.00
DON SCHEFFLER	MEETING - BOARD	100.00
DONALD NIELSON	PUBLICATIONS - BOARD	1,759.25
DONALD NIELSON	PUBLICATIONS - BOARD	1,909.04
DONALD SNYDER	PROF SVC - CONSERVATION	770.00
DONALD W MATHEWS	PROF SVC - ANIMAL CONTROL	2,081.00
DOOSAN BOBCAT NORTH AMERICA INC	EQUIP - B&G	8,750.00
DOUGLAS COUNTY (NE)	SVC FEES - BOARD	150.00
DREW WINDOW CLEANING INC	PROF SVC - B&G	2,499.00
DULTMEIER SALES LLC	SUPPLIES - CONSERVATION	997.63
E&S NEWCO INC	PROF SVC - SKI HILL	5,000.00
EAST POTTAWATTAMIE SWCD	SEMI ANNUAL SUPP - BOARD/EAST POTT S	40,000.00
ECHO GROUP INC	SUPPLIES - CONSERVATION	1,425.56
ECHOSAT INC	ROADS/UTILITIES	404.75
EDWARDS CHEVROLET CADILLAC INC	PROF SVC - SHERIFF	3,109.37
EDWARDS MOTORSPORTS LLC	PROF SVC - SHERIFF	149.00
ELI LLC	RENT ASSIST - GA	500.00
ELLIPSIS INC	PROF SVC - DHS	46.65
EMBRACE IOWA INC	RENT - SWIA MHDS REGION	500.00
EMERSON MANUFACTURING	ROADS/SUPPLIES	1,490.64
EMILY RIEF	WELL RENOVATION - ENV HEALTH	2,295.00
ENGINEERED CONTROLS INC	PROF SVC - B&G	840.00
ERIC STROVERS	REIMB EXP - CO ATTORNEY	446.81
ESSENTIAL PACKS LLC	SUPPLIES - EMA	1,325.80
EXTRA PACKAGING LLC	SUPPLIES - MED EXAMINER	2,274.27
FARM SERVICE COOPERATIVE	ROADS/FUEL	55,055.63
FARMERS MUTUAL COOPERATIVE TELEPHONE COMPANY	ROADS/UTILITIES	558.48
FASTENAL COMPANY	SUPPLIES - JAIL	943.94
FBI LEEDA INC	TRAINING - COMMUNICATIONS	795.00
FELICA LUCZEK	REIMB EXP - MED EXAMINER	44.76
FIDLAR TECHNOLOGIES INC	PROF SVC - RECORDER	1,185.00
FIELD DAY DEVELOPMENT LLC	PROF SVC - BOARD	9,170.00
FIKES COMMERCIAL HYGIENE LLC	ROADS/UTILITIES - HANCOCK	256.68
FIRESPRING PRINT INC	PROF SVC - CONSERVATION	1,619.43
FIRST STEP FOUNDATION	RENT ASSIST - GA	600.00
FIRST WIRELESS INC	EQUIP - COMMUNICATIONS	951.18
FMTC SWT INC	ROADS/UTILITIES	124.29
FOX DIRT LLC	PROF SVC - WEST POTT SWCD	13,650.00
FRANK DUNN	ROADS/MATERIALS	1,898.00
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATIONS	259.90
GENERAL FIRE AND SAFETY EQUIPMENT CO OF OMAHA	PROF SVC/SUPPLIES - CONSERVATION	193.75
GENERAL PARTS LLC	PROF SVC - JAIL	4,282.02
GENIE SERVICES	PROF SVC - PUB HEALTH	55.00
GENUINE PARTS COMPANY INC	ROADS/PARTS	119.98
GINA HUEBNER	REIMB EXP - SWIA MHDS REGION	34.07
GOVCONNECTION INC	SUPPLIES - BOARD	6,558.02
GOVERNMENT FORMS & SUPPLIES LLC	SUPPLIES - TREASURER	1,427.44
GRACE UNITED METHODIST CHURCH	RENT - WIC	80.00
GRAHAM TIRE CO OF LINCOLN LLC	SUPPLIES - SHERIFF	720.00
GRAPHIC COMPUTER SOLUTIONS INC	PROF SVC - CO ATTORNEY	10,475.00
GREAT AMERICA FINANCIAL SERVICES CORPORATION	PROF SVC - SWIA MHDS REGION	136.86
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	MO BILL - IT	1,771.03
GREAT PLAINS PEST SERVICES INC	PROF SVC - B&G	349.00
GREAT PLAINS UNIFORMS	UNIFORM - SHERIFF	2,970.26
GREGORY SOLOTH	MEETING - BOARD	50.00
GRP & ASSOCIATES INC	PROF SVC - JAIL	124.00
GUARDIANS OF NORTHEAST IOWA INC	GUARDIAN/CONSERV - SWIA MHDS REGION	2,250.00
GUYER MACHINE SHOP INC	SUPPLIES - CONSERVATION	1,164.54
HAMELE GROUP INC	ROADS/TOOLS	4,142.68
HARRISON COUNTY HOMEMAKERS	HOME HEALTH AID - SWIA MHDS REGION	3,118.02
HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	699.11

HAWKEYE TRUCK EQUIPMENT CO INC	ROADS/PARTS	465.55
HEARTLAND CO OP	SUPPLIES - CONSERVATION	35.50
HEARTLAND FAMILY SERVICE	CSCBS - SWIA MHDS REGION	12,158.00
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES	273.00
HELGET INC	EQUIP RENTAL - JAIL	278.00
HENRY SCHEIN INC	SUPPLIES - JAIL	704.42
HGM ASSOCIATES INC	ROADS/SERVICES	33,246.32
HILDRETH LANDSCAPE INC	PROF SVC - CONSERVATION	1,210.50
HOME DEPOT USA INC	SUPPLIES - CONSERVATION	229.37
HOWARD CRONK	RENT ASSIST - GA	270.00
HY VEE INC	ACADEMY MEALS - SHERIFF	2,574.00
INDEPENDENT INVESTORS INC	PROF SVC - B&G	1,364.00
INDUSTRIAL CHEM LABS & SVCS	PROF SVC - CONSERVATION	74.75
INFOSAFE SHREDDING LLC	PROF SVC - JAIL	476.00
INLAND TRUCK PARTS	ROADS/PARTS	1,499.74
INSIGHT PUBLIC SECTOR	LICENSE - AUDITOR	1,703.91
INTERNATIONAL CODE COUNCIL INC	MEMBERSHIP - PLANNING	292.00
INTERSTATE POWERSYSTEMS INC	ROADS/PARTS	538.33
INTOUCH TECHNOLOGY GROUP INC	PROF SVC - SKI HILL	333.33
IOW KENWORTH LLC	ROADS/PARTS	81.20
IOWA ASSOCIATION OF BUILDING MAINTENANCE ENGINEER	MEMBERSHIP - B&G	120.00
IOWA BICYCLE COALITION	SPONSORSHIP - BOARD	2,000.00
IOWA DEPT OF NATURAL RESOURCES	PERMIT - CONSERVATION/SKI HILL	50.00
IOWA LAW ENFORCEMENT ACADEMY	TRAINING - JAIL	125.00
IOWA MUNICIPALITIES WORKERS COMPENSATION ASSOCIA	WORK COMP - BOARD	23,170.00
IOWA NATURAL HERITAGE FOUNDATION	SPONSORSHIP - CONSERVATION	500.00
IOWA STATE ASSOCIATION OF COUNTIES	REGISTRATION - BOARD	760.00
IOWA STATE SHERIFFS & DEPUTIES ASSOCIATION	REGISTRATION - SHERIFF	125.00
IOWA WASTE SERVICES HOLDING INC	MO BILL - JAIL	3,685.34
IOWA WASTE SERVICES HOLDING INC	PROF SVC - ENV HEALTH	5,334.63
IVAN DELGADO	MED SVC - JAIL	5,838.75
JACKSON SERVICES INC	PROF SVC - B&G	613.09
JAMIE/AMY CASSON	PROF SVC - SHERIFF	194.87
JASKO COURT REPORTING SERVICES INC	TRANSCRIPTS - CO ATTORNEY	916.00
JDW MIDWEST LLC	PROF SVC - PLANNING	2,504.70
JEBRO INCORPORATED	ROADS/SUPPLIES	3,484.24
JEFF CARRUTHERS	PROF SVC - PLANNING	150.00
JEFFREY J BUCKINGHAM	WELL CLOSURE - ENV HEALTH	700.00
JEFFREY W ANDERSEN	ROADS/TIRE REPAIR	1,099.38
JEFFS WASH & GLO	PROF SVC - SHERIFF	305.00
JENNIE EDMUNDSON HOSPITAL	INPATIENT - SWIA MHDS REGION	15,734.00
JENNIFER HENDERSON	PROF SVC - NON-DEPARTMENTAL	2,353.12
JEREDITH BRANDS LLC	MO BILL - B&G	13,110.64
JESSA ERICKSON	PROF SVC - SWIA MHDS REGION	171.98
JILL CHAPMAN	MEETING - PLANNING	61.18
JIM HAWK TRUCK TRAILERS INC	ROADS/PARTS	495.01
JODIE BECKMAN	REIMB EXP - AUDITOR	54.27
JOHN DEERE FINANCIAL	ROADS/PARTS	1,732.62
JOHN HEITHOFF	LEGAL REP - SWIA MHDS REGION	2,511.20
JOHN MACKNIGHT	PROF SVC - CO ATTORNEY	666.00
JOHNSON CONTROLS INC	PROF SVC - B&G	2,053.76
JON THOMAS	MED SVC - JAIL	7,500.00
JONATHAN HILZ	REIMB EXP - SHERIFF	74.82
JONES AUTOMOTIVE INC	PROF SVC - SHERIFF	2,126.12
JORDAN RANTA	REIMB EXP - PUB HEALTH	15.03
JOSEPH LEE FAUST	PROF SVC - ENV HEALTH	250.00
JOSHUA HARKER	REIMB EXP - SHERIFF	1,952.81
JP BORING CO	PROF SVC - ENV HEALTH	14,265.10
JP LUMBER INC	SUPPLIES - CONSERVATION	913.07
JPC AND SONS CONSTRUCTION LLC	PROF SVC - BOARD/CONSERVATION	78,811.35
JPW INDUSTRIES INC	ROADS/TOOLS	8,531.29
JULIETA REIKO AQUINO SHENEFIELD	PROF SVC - SHERIFF	240.00
JUSTIN SCHULTZ	MEETING - PLANNING	36.39
KAKISH SCHMIDT AND PARTNERS	ROADS/DRUG SCREENING	75.00
KALEN KNIGHT	REIMB EXP - MED EXAMINER	19.83
KAMBY ENTERPRISES LLC	POSTAGE - CONSERVATION	56.42

KAREN FOREMAN	REIMB EXP - MED EXAMINER	29.48
KEITH BENTLEY	MEETING - BOARD	50.00
KELLY ANN GERHARDT	MEETING - BOARD	370.00
KENDRA OLSON	LEGAL REP - SWIA MHDS REGION	102.00
KIMBERLY WITTE-GAGNE	PROF SVC - EMA	800.00
KMC PROPERTIES	RENT ASSIST - GA	700.00
KNOX COUNTY (NE)	SVC FEES - BOARD	200.00
KONE INC	PROF SVC - JAIL	347.24
KRISANNE CORL WEIMER	LEGAL REP - BOARD	660.00
KRISTINA M RICHEY	REIMB EXP - SWIA MHDS REGION	604.34
KRONOS SAASHR INC	PROF SVC - IT	1,447.36
KTKT REALTY INVESTMENTS	RENT ASSIST - GA	275.00
LANG DIESEL INC	SUPPLIES - JAIL	91.95
LANGUAGE LINE SERVICE INC	PROF SVC - JAIL	182.35
LARRY VANFOSSAN	RENT ASSIST - GA	700.00
LARSEN SUPPLY CO	SUPPLIES - B&G	856.06
LEA A VOSS	REIMB EXP - TREASURER	192.96
LEE BHM CORP	PUBLICATIONS - BOARD	2,145.90
LEE COUNTY (IA)	SVC FEES - BOARD	20.00
LIBERTY INVESTMENT PROPERTIES LLC	RENT ASSIST - GA	500.00
LIEBER CONSTRUCTION INC	DRAINAGE - C & R - CONSTR/MAINT	317,911.50
LOCK CRAFTERS LLC	PROF SVC - B&G	458.00
LU ANN POTTER	MEETING - BOARD	50.00
LYNN LEADERS	MEETING - PLANNING	50.46
M&K MILLS TREE SERVICE	ROADS/UTILITIES	1,500.00
MAC INVESTMENTS INC	RENT ASSIST - GA	700.00
MAHONEY FIRE SPRINKLER INC	PROF SVC - B&G	220.00
MAIL SERVICES LLC	POSTAGE - TREASURER	3,850.61
MAILANDER LAW PPC	LEGAL REP - SWIA MHDS REGION	87.60
MARK BALLARD	PROF SVC - NON-DEPARTMENTAL	4,056.08
MARNE & ELK HORN TELEPHONE COMPANY	MO BILL - COMMUNICATIONS	540.37
MARY BETH ROSKENS	REIMB EXP - SWIA MHDS REGION	104.52
MARY KOURIS	RENT ASSIST - GA	500.00
MATHESON TRI GAS INC	SUPPLIES - SKI HILL	36.00
MATTHEW ALLEN CRANE	ROADS/REPAIR - HONEY CRK	378.00
MAURA GOALEY	SVC FEES - BOARD	2,200.00
MCCLURE ENGINEERING	ROADS/SERVICES	9,290.44
MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS	SUPPLIES - PUB HEALTH	153.57
MCMULLEN FORD INC	VEHICLE - CO ATTORNEY	27,900.00
MEAAD HOLDING LLC	RENT - PUB HEALTH	1,623.65
MEDLINE INDUSTRIES INC	SUPPLIES - PUB HEALTH	263.87
MENARDS INC	ROADS/SUPPLIES	3,817.32
MERCHANTS BONDING COMPANY (MUTUAL)	BONDING - AUDITOR	100.00
MERCY HOUSING INC	RENT ASSIST - GA	877.00
MERYLE OSBORN	MEETING - BOARD	140.00
MICHAEL JONES	MEETING - BOARD	50.00
MICHAEL TODD & COMPANY INC	ROADS/SUPPLIES	713.72
MIDAMERICAN ENERGY COMPANY	MO BILL - B&G	56,392.84
MIDLANDS HUMANE SOCIETY	PROF SVC - ANIMAL CONTROL	7,335.28
MIDSTATES EQUIPMENT & SUPPLY INC	ROADS/SUPPLIES	18,809.81
MIDWEST AUTOMATIC FIRE SPRINKER	PROF SVC - JAIL	900.00
MIDWEST EPOXY LLC	ROADS/LI09	19,325.10
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - JAIL	93.45
MIDWEST MENTAL HEALTH	MED SVC - SWIA MHDS REGION	2,125.73
MIDWEST SERVICE AND SALES CO	ROADS/SUPPLIES	9,720.00
MIDWEST WHEEL COMPANIES INC	ROADS/SUPPLIES	696.93
MIKAELA REYNOLDS	MED SVC - PUB HEALTH	4,030.00
MIKE YATES	PROF SVC - CONSERVATION	2,811.27
MILESTONE COURT REPORTERS LLC	TRANSCRIPTS - CO ATTORNEY	731.55
MIRANDA WACHTER	REIMB EXP - SWIA MHDS REGION	114.57
MMB LLC	ROADS/PARTS	2,600.23
MMIS HOLDINGS LLC	PROF SVC - CONSERVATION	48,580.00
MONARCA ENTERPRISE LLC	RENT - SWIA MHDS REGION	700.00
MONICA GRONSTAL	WELL CHLORINATION - ENV HEALTH	410.24
MONONA COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	143.60
MONTGOMERY COUNTY (IA)	SVC FEES - BOARD	32.00

MOTOROLA SOLUTIONS INC	EQUIP - COMMUNICATIONS	369,358.00
MURPHY HEAVY CONTRACTING CORPORATION	ROADS/CONCRETE CRUSHING	31,949.25
MYRA NIXON	REIMB EXP - RECORDER	74.04
NANCY POTTER	MEETING - BOARD	300.00
NAOMI FRIEND	SUPPLIES - CONSERVATION	388.00
NATIONAL CONCRETE CUTTING INC	ROADS/KEG CRK - INS	6,000.00
NATIONAL MEDICAL SERVICES INC	MED SVC - MED EXAMINER	361.00
NCH CORPORATION	PROF SVC - B&G	1,488.10
NISHNA PRODUCTIONS INC	VOC/DAY - SWIA MHDS REGION	13,500.00
NISHNABOTNA VALLEY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	1,258.23
NMC GROUP INC	ROADS/PARTS	6,321.27
NOKIA OF AMERICA CORPORATION	EQUIP - COMMUNICATIONS	38,189.65
NP DODGE REAL ESTATE SALES INC	RENT ASSIST - GA	500.00
ODP BUSINESS SOLUTIONS	SUPPLIES - DHS	1,131.87
OMAHA COMPOUND COMPANY	SUPPLIES - JAIL	3,757.07
OMAHA TRUCK CENTER COMPANY INC	ROADS/PARTS	5,528.95
OMG MIDWEST INC	ROADS/MATERIALS	2,041.65
OMG MIDWEST INC	ROADS/MATERIALS	4,830.00
OMNI CENTRE LLC	RENT - WIC	3,966.00
OPTIMAE LIFESERVICES INC	COMM LIVING - SWIA MHDS REGION	9,726.00
OPTIMIZED SYSTEMS LLC	PROF SVC - B&G	900.00
OTTO LORENCE & WIEDERSTEIN PLLC	LEGAL REP - SWIA MHDS REGION	408.00
OUTDOOR POWER GROUP INC	SUPPLIES - CONSERVATION	60.00
PAMELA WURGLER	RENT ASSIST - GA	455.00
PATAGONIA HEALTH INC	PROF SVC - PUB HEALTH	662.40
PATRICIA SCHELNOST	LEGAL REP - SWIA MHDS REGION	87.60
PATRICK RIGG	RENT ASSIST - GA	800.00
PAUL HARDER	MEETING - BOARD	100.00
PETERSON CONTRACTORS INC	ROADS/VOUCHER 7	391,202.23
PILLAR PROPERTY MANAGEMENT LLC	RENT ASSIST - GA	950.00
POLARIS PHARMACY SERVICES OF WARRINGTON LLC	PROF SVC - JAIL	4,152.51
POLK COUNTY (IA)	SVC FEES - BOARD	39.38
POPCO INC	MO BILL - PLANNING	78.28
POTTAWATTAMIE COUNTY AUDITOR	QTRLY BILLING - SWIA MHDS REGION	480,060.89
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	INDIRECT COST - WIC	7,433.18
POTTAWATTAMIE COUNTY IT DEPARTMENT	REIMB LICENSE - WIC	109.52
POTTAWATTAMIE COUNTY JAIL	PRESCRIPTIONS - SWIA MHDS REGION	3,099.65
POTTAWATTAMIE COUNTY SHERIFF	TRANSPORT - BOARD	10,986.09
POTTAWATTAMIE COUNTY TREASURER	ROADS/DRAINAGE & TAXES	14,198.23
PREMIUM VELOCITY AUTO LLC	PROF SVC - SHERIFF	659.44
PRO LABEL-DECAL BANNER CO	SUPPLIES - RECORDER	241.74
PROFESSIONAL OFFICE SERVICES INC	PROF SVC - TREASURER	24,898.65
QUADIENT INC	POSTAGE - VARIOUS	5,020.35
QUADIENT LEASING USA INC	MO BILL - BOARD	1,776.51
QUENTIN CARRITT	MEETING - BOARD	140.00
R & S WASTE DISPOSAL LLC	ROADS/UTILITIES	1,970.18
R2 RENTALS LLC	RENT ASSIST - GA	500.00
RACHAEL GOSS	WELL CHLORINATION - ENV HEALTH	300.00
RACHAEL NAGUNST	PROF SVC - SHERIFF	1,148.00
RADIOLOGY CONSULTANTS PC	MED SVC - JAIL	61.60
RAFAEL RODRIGUEZ	REIMB EXP - IT	30.15
RAY MARTIN COMPANY OF OMAHA	PROF SVC - B&G	230.78
RCR PROPERTY RENTALS LLC	RENT ASSIST - GA	160.00
RED OAK WELDING SUPPLIES	ROADS/SUPPLIES	619.33
REGIONAL WATER INC	MO BILL - CONSERVATION	1,977.40
REPORTING SERVICES LLC	TRANSCRIPTS - CO ATTORNEY	172.80
ROBERT I JENSEN	MEETING - BOARD	140.00
ROBERT PETERSON	MED SVC - JAIL	1,400.00
RONALD JAMES CISAR	PRESENTER - CONSERVATION	750.00
RONALD LAHR	PROF SVC - CONSERVATION	7,125.00
RYAN DALE	LEGAL REP - SWIA MHDS REGION	394.30
RYAN OLDEROG	REIMB EXP - SHERIFF	160.50
S & L SANITATION ENTERPRISES INC	MO BILL - CONSERVATION	231.00
SANDAU BROTHERS SIGN COMPANY INC	PROF SVC - PUB HEALTH	1,581.25
SCHILDBERG CONSTRUCTION COMPANY INC	ROADS/ROC	228,652.62
SCHROER & ASSOCIATES PC	PROF SVC - JAIL	750.00

SCOTT BELT	REIMB EXP - BOARD	132.41
SCOTT PETERS	ELECTION WORK - AUDITOR	32.00
SEIKO LLC	RENT ASSIST - GA	500.00
SF APARTMENTS LLC	RENT ASSIST - GA	500.00
SHARON BRACKEN	RENT ASSIST - GA	700.00
SHARON L BEDSAUL	PROF SVC - CONSERVATION	50.00
SHELBY COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	538.20
SHELBY MAX ENGLAND	MEETING - BOARD	50.00
SHELLEY WELTER	REIMB EXP - SWIA MHDS REGION	942.02
SHELLY HOVEY	REIMB EXP - SWIA MHDS REGION	367.16
SHEPPARDS BUSINESS INTERIORS INC	PROF SVC - SHERIFF	75.00
SMV FEATHERSTONE LLC	RENT ASSIST - GA	378.00
SNAP ON INCORPORATED	ROADS/TOOLS	565.80
SOF FALL INC	SUPPLIES - CONSERVATION	3,120.00
SPEE DEE DELIVERY SERVICE INC	PROF SVC - DHS	253.75
ST LUKES HEALTH RESOURCES	ROADS/DRUG SCREENING	107.00
STA BILT CONSTRUCTION CO INC	ROADS/MATERIALS	4,247.34
STANDARD & ASSOCIATES INC	PROF SVC - SHERIFF	514.00
STAPLES INC	SUPPLIES - CO ATTORNEY	2,043.65
STAR EQUIPMENT LTD	ROADS/PARTS	1,022.09
STATE OF IOWA	MED SVC - MED EXAMINER	31,376.23
STATE OF IOWA DEPARTMENT OF JUSTICE	SUPPLIES - CO ATTORNEY	330.00
STATE OF IOWA SECRETARY OF STATE	PROF SVC - B&G	620.00
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	1,351.00
STERICYCLE INC	PROF SVC - WIC	152.70
SUNSHINE HOMES INC	COMM LIVING - SWIA MHDS REGION	25,235.47
SUSAN MILLER	REIMB EXP - BOARD	525.28
SUSANN CONLON	PROF SVC - SKI HILL	157.50
SYNCHRONY BANK	SUPPLIES - JAIL	309.71
THE COMMUNITY SUPPORTS NETWORK INC	COMM LIVING - SWIA MHDS REGION	6,924.30
THE MANITOWOC COMPANY INC	ROADS/REPAIR - 453	2,421.66
THE ORIGINAL POTTAWATTAMIE COUNTY FAIR BOARD ASSC	PROF SVC - BOARD	125,000.00
THE PRIDE GROUP INC	RCF - SWIA MHDS REGION	20,229.36
THE RADAR SHOP INC	PROF SVC - SHERIFF	42.50
THE SHERWIN WILLIAMS COMPANY	SUPPLIES - B&G	234.80
THE SIDWELL COMPANY	PROF SVC - GIS	1,993.52
THERMO KING CHRISTENSEN	PROF SVC - JAIL	700.00
TIFFANY CARRITT	MEETING - BOARD	640.00
TIMOTHY P BELLOWS	MEETING - BOARD	360.00
TIMOTHY TEMEYER	MEETING - BOARD	50.00
TIMOTHY WICHMAN	REIMB EXP - BOARD	204.10
TITAN ENERGY SYSTEMS INC	PROF SVC - COMMUNICATIONS	624.04
TORYANN CROZIER	PROF SVC - CONSERVATION	690.00
TOTAL MAINTENANCE SOLUTIONS SOUTH INC	SUPPLIES - JAIL	154.00
TRACY CLEVELAND	PROF SVC - ENV HEALTH	426.42
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - SHERIFF	75.00
TREASURER OF STATE OF IOWA	MED SVC - SWIA MHDS REGION	16,739.74
TRENT COZAD	RENT ASSIST - GA	600.00
ULINE INC	ROADS/SUPPLIES	5,550.85
ULTEIG OPERATIONS LLC	ROADS/SERVICES	304.00
UMB BANK NA	BOND - DBT SVC	1,800.00
UNDERWOOD FARM SUPPLY LLC	ROADS/FUEL	140.00
UNITED SEEDS INC	ROADS/MATERIALS	7,650.00
UNITED STATES CELLULAR CORPORATION	MO BILL - WIC	287.14
US BANK NATIONAL ASSOCIATION	MO BILL - EMA	336.23
US BANK NATIONAL ASSOCIATION	MO BILL - VARIOUS	7,331.68
US POSTAL SERVICE (QUADIANT)	POSTAGE - TREASURER	13,000.00
VALSOFT CORPORATION INC	PROF SVC - AUDITOR	150.00
VAN DIEST SUPPLY COMPANY	ROADS/MATERIALS	456.25
VAN WALL EQUIPMENT	ROADS/PARTS	978.48
VERIZON COMMUNICATIONS INC	MO BILL - SHERIFF	10,154.31
VERIZON CONNECT FLEET USA LLC	ROADS/UTILITIES	1,685.72
VERTIV CORPORATION	PROF SVC - COMMUNICATIONS	7,361.60
VISUAL EDGE INC	ROADS/SUPPLIES	68.72
VOCATIONAL DEVELOPMENT CENTER INC	VOC/DAY - SWIA MHDS REGION	23,441.96
VOGEL TRAFFIC SERVICES INC	ROADS/SERVICES	247,957.68

VOLANO SOFTWARE LLC	PROF SVC - CO ATTORNEY	299.82
W C INVESTMENT CO INC	TRANSPORT - MED EXAMINER	12,300.00
W W GRAINGER INC	ROADS/SUPPLIES	90.97
WALKERS FIRST AVENUE	PROF SVC - SHERIFF	58.00
WAUBONSIE MENTAL HEALTH CENTER	PSS - SWIA MHDS REGION	3,750.00
WC INVESTMENT CO INC	PROF SVC - GA	400.00
WELLS FARGO FINANCIAL LEASING INC	MO BILL - DHS	1,021.29
WEST CENTRAL COMMUNITY ACTION	RENT - WIC	1,340.00
WEST PUBLISHING CORPORATION	PROF SVC - CO ATTORNEY	5,811.02
WESTLAKE HARDWARE INC	SUPPLIES - CONSERVATION	194.00
WEX BANK	ROADS/FUEL	24,851.84
WILLIAM CAROLUS	MEETING - BOARD	50.00
WILLIAM MOTT	MEETING - BOARD	500.00
WINDSTREAM HOLDINGS INC	MO BILL - COMMUNICATIONS	372.70
WOODHOUSE FORD CHRYSLER	PROF SVC - CONSERVATION	234.27
YLONDA MAGUIRE	REIMB EXP - SWIA MHDS REGION	356.44
ZACHARIE NORMAN	REIMB EXP - SHERIFF	47.94
ZION RECOVERY SERVICES INC	CSRS - SWIA MHDS REGION	36,730.83
		<u>4,502,030.44</u>

Fund Summary

Fund	Payment Amount
0001 - GENERAL BASIC FUND	823,427.11
0002 - GENERAL SUPPLEMENTAL FUND	60,162.98
0003 - GAMBLING RESOURCES FUND	254,585.69
0005 - WIC/FEDERAL FUNDING FUND	12,994.19
0007 - LOST CONSERVATION FUND	13,514.14
0011 - RURAL SERVICES BASIC FUND	58,039.32
0017 - CO ATTORNEY DEL FINE COLLECT F	27,900.00
0020 - SECONDARY ROADS FUND	835,757.12
0023 - REAP FUND	750.00
0024 - CO RECORDER'S RECORDS MGMT F	1,185.00
0027 - CO CONSERV LAND ACQ	7,724.75
0036 - LOST SOIL CONS WEST FUND	10,099.69
0042 - AMERICAN RESCUE PLAN ACT (ARP)	903,895.60
0046 - WEST SWCD/POTT CO STRUCTURE	13,650.00
1640 - BOND SERIES 2021B CAPITAL FUND	7,350.00
1650 - BOND SERIES 2022 CAPITAL FUND	97,473.80
1700 - BIKE TRAIL FUND	15,584.80
2230 - BOND SERIES 2021A DEBT FUND	600.00
2240 - BOND SERIES 2021B DEBT FUND	600.00
2250 - BOND SERIES 2022 DEBT FUND	600.00
4000 - EMER MANAGEMENT SERVICE FUNE	6,785.34
4010 - E911 FUND	190,949.15
4155 - MHDS REGION FUND	826,078.71
6000 - DRAINAGE	324,728.00
8000 - CRESCENT RIDGE SKI HILL	7,595.05
	<u>4,502,030.44</u>

Scheduled Sessions

**Adam Stamp, Dan Hansen, and Steve
Meek/Pottawattamie County Fair
Association Board**

**Board of Supervisors Presentation of
check to Pottawattamie County Fair
Association.**

**Rick Killion/Marketing President, Deric
Poldberg/VP Commercial Lending, and Amy
Olson/SVP Treasury Management, American
National Bank**

**Discussion and/or decision on positive
pay.**

**Antonia Krupicka-Smith/Director, Council
Bluffs Public Library**

**Discussion and/or decision to approve
and sign Proclamation designating the
Month of September as Library Card
Sign-Up Month in Pottawattamie
County.**

Library Card Sign-up Month 2024 Proclamation

WHEREAS, libraries are essential for the education and development of children, offering everything from preschool storytimes to college and career planning resources for high school students, nurturing literacy and a love for reading;

WHEREAS, libraries provide welcoming and inclusive spaces where individuals from all backgrounds can learn and connect, bridging cultural, ethnic, generational, and economic divides, and strengthening the social fabric of their communities;

WHEREAS, libraries are committed to creating and maintaining diverse programs and collections that reflect the communities they serve, ensuring equitable access for all;

WHEREAS, libraries assist people of all ages in navigating life's complexities, offering access to research, information, and government services that enhance productivity and fulfillment;

WHEREAS, libraries boost the local economy by providing critical access to technology and training for job-seekers, entrepreneurs, and students;

WHEREAS, during times of crisis, libraries and their staff play a vital role in supporting communities both in-person and virtually;

WHEREAS, the shared resources provided by libraries help households save money, conserve resources, and reduce waste, offering a simple way to make a positive impact;

WHEREAS, a library card ignites creativity and empowers individuals to explore new interests and pursue lifelong learning;

WHEREAS, libraries uphold democracy by promoting civic engagement and the free exchange of information and ideas for all;

THEREFORE, be it resolved that the Pottawattamie County Board of Supervisors proclaim September as Library Card Sign-Up Month in Pottawattamie County, Iowa and encourage everyone to sign up for a library card today.

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

John Rasmussen/Engineer

**Second consideration of Ordinance No.
2024-05, an Ordinance to add Chapter
7.7; Restricting Certain Secondary
Roads for Use by Trucks and
Commercial Vehicles.**

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

John Rasmussen/Engineer

**Award Bid and extend contract for
Project L-2025(W-31MATERIALSMISC)
– 78 to Husker Steel, Inc in the amount
of \$14,788.80.**

John Rasmussen/Engineer

**Award Bid and extend contract for
Project L-2025(W.S-31MATERIALS) – 78
to Oden Enterprises, Inc in the amount
of \$69,159.32.**

John Rasmussen/Engineer

**Award Bid and extend contract for
Project L-2025(W-31DECKMATERIALS)
– 78 to Wheeler in the amount of
\$103,965.60.**

John Rasmussen/Engineer

**Award Bid and extend contract for
Project L-2025(W-31BEAMMATERIALS)
– 78 to Husker Steel, Inc the amount of
\$59,790.00.**

**David Bayer/Chief Information Office, IT and
Sam Arkfeld/Captain, Communications**

**Discussion and/or decision to authorize
Board Chair to sign School District
Camera Sharing Agreements.**

Council Bluffs Community School District Camera Sharing Agreement

This Agreement is made effective as of _____, by and between ^{Mr. Jared Tripp} _____ of Council Bluffs Community School District, Pottawattamie County, Iowa ("School District"), and Pottawattamie County Communications Division of the Sheriff's Office ("County 911") of 227 South 6th Street, Council Bluffs, Iowa 51501.

Recitals

WHEREAS County 911 to connect to and consume live video service from the School District's video system.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **CONSUME VIDEO SERVICE.** County 911 will consume video service from the School District into a County 911 system that will allow Law Enforcement and Emergency Management personnel to view video to be used during emergencies. Access to the system may also include technology support staff and vendor support staff.

2. **DESCRIPTION OF SERVICES.** County 911 will utilize video within the school(s) to assist and enhance their ability to provide dispatch services for so long as County 911 continues to provide dispatch services and/or for so long as this agreement is in place.

3. **RESPONSIBILITY OF SCHOOL DISTRICT.** During the term hereof, the School District shall be responsible for the following:
 - a. Help with the initial connection of the video service to the County 911 system by providing connection details.
 - b. If/when the School District moves to a new video system, alert County 911 and help with that connection by providing connection details.
 - c. Be available to help in troubleshooting during outages.

4. **FEES.** No fees are a part of this agreement.

5. **TERM.** This Agreement may be terminated by either party upon 30 days prior

written notice to the other party.

6. **RELATIONSHIP OF THE PARTIES.** No separate entity or agency is created by this Agreement. County 911 shall perform the services hereunder as an independent contractor and not as an agent or employee of School District.
7. **WARRANTY AND LIABILITY.** County 911 makes no specific warranty for the services contemplated by this Agreement. County 911 assumes no other duties, responsibilities or liability as to School District's resources other than the services provided in this Agreement.
8. **INDEMNITY.** School District agrees to defend, hold harmless and indemnify the County and County 911 staff against any and all claims, liability or damages arising out of the County's performance of its responsibilities under this agreement.
9. **CONFIDENTIALITY.** County 911, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of County 911, or divulge, disclose, or communicate in any manner, any information that is proprietary to the or confidential information of School District. County 911 and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, County 911 will return to School District all records, notes, documentation and other items that were used, created, or controlled by County 911 during the term of this Agreement.

10. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
 - d. The insolvency or bankruptcy of either party.
 - e. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

- f. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

11. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

12. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties in reference to IT services with the exception of the afore-mentioned County 911 Information Security Policy.

14. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or


unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

15. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Iowa.

17. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. **SIGNATURES.** This Agreement shall be signed on behalf of the School District by _____, Superintendent, on behalf of Pottawattamie County by Susan Miller, Chairperson of the Pottawattamie County Board of Supervisors, and Sheriff Andy Brown, Pottawattamie County Sheriff's Office. While not directly party to the Agreement, this Agreement shall also be signed by  Chief Matt Davis on behalf of the Council Bluffs Police Department and by _____ on behalf of the Carter Lake Police Department as an acknowledgement of the Agreement in the event that either may need to utilize the above-described video.


By: _____
School Board President

Dated: 7/23/2024

By: _____


Dated:

Susan Miller, Chairperson
Pottawattamie County Board of Supervisors
Pottawattamie County, Iowa

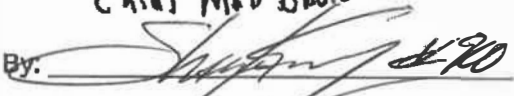
By: 
Sheriff Andy Brown

Pottawattamie County Sheriff's Office
Pottawattamie County, Iowa

Dated: 8/20/2024

By: 
Council Bluffs Police Department
Chief Matt Davis

Dated: 8/23/24

By: 
Carter Lake Police Department
Chief Shawn Kennedy

Dated: 08/26/2024

Riverside Community School District Camera Sharing Agreement

This Agreement is made effective as of _____ by and between Dr. Anderson
RCS D, Pottawattamie County, Iowa ("School District"), and Pottawattamie
County Communications Division of the Sheriff's Office ("County 911") of 227 South 6th
Street, Council Bluffs, Iowa 51501.

Recitals

WHEREAS County 911 to connect to and consume live video service from the School District's video system.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **CONSUME VIDEO SERVICE.** County 911 will consume video service from the School District into a County 911 system that will allow Law Enforcement and Emergency Management personnel to view video to be used during emergencies. Access to the system may also include technology support staff and vendor support staff.
2. **DESCRIPTION OF SERVICES.** County 911 will utilize video within the school(s) to assist and enhance their ability to provide dispatch services for so long as County 911 continues to provide dispatch services and/or for so long as this agreement is in place.
3. **RESPONSIBILITY OF SCHOOL DISTRICT.** During the term hereof, the School District shall be responsible for the following:
 - a. Help with the initial connection of the video service to the County 911 system by providing connection details.
 - b. If/when the School District moves to a new video system, alert County 911 and help with that connection by providing connection details.
 - c. Be available to help in troubleshooting during outages.
4. **FEES.** No fees are a part of this agreement.
5. **TERM.** This Agreement may be terminated by either party upon 30 days prior written notice to the other party.
6. **RELATIONSHIP OF THE PARTIES.** No separate entity or agency is created by this Agreement. County 911 shall perform the services hereunder as an independent contractor and not as an agent or employee of School District.

7. **WARRANTY AND LIABILITY.** County 911 makes no specific warranty for the services contemplated by this Agreement. County 911 assumes no other duties, responsibilities or liability as to School District's resources other than the services provided in this Agreement.
8. **INDEMNITY.** School District agrees to defend, hold harmless and indemnify the County and County 911 staff against any and all claims, liability or damages arising out of the County's performance of its responsibilities under this agreement.
9. **CONFIDENTIALITY.** County 911, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of County 911, or divulge, disclose, or communicate in any manner, any information that is proprietary to the or confidential information of School District. County 911 and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, County 911 will return to School District all records, notes, documentation and other items that were used, created, or controlled by County 911 during the term of this Agreement.

10. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
 - a. The insolvency or bankruptcy of either party.
 - b. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - c. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
11. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
12. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either

party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties in reference to IT services with the exception of the afore-mentioned County 911 Information Security Policy.
14. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
15. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
16. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Iowa.
17. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.


19. **SIGNATURES.** This Agreement shall be signed on behalf of the School District by Dr. Skip Anderson, Superintendent, on behalf of Pottawattamie County by Susan Miller, Chairperson of the Pottawattamie County Board of Supervisors, and Sheriff Andy Brown, Pottawattamie County Sheriff's Office. While not directly party to the Agreement, this Agreement shall also be signed by Chief Davis on behalf of the Council Bluffs Police Department and by Chief Kennedy on behalf of the Carter Lake Police Department as an acknowledgement of the Agreement in the event that either may need to utilize the above-described video.

By: 
School District Superintendent


Dated: 7/9/24

By: _____
Susan Miller, Chairperson
Pottawattamie County Board of Supervisors
Pottawattamie County, Iowa

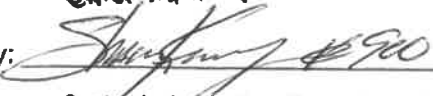
Dated: _____

By: 
Sheriff Andy Brown
Pottawattamie County Sheriff's Office
Pottawattamie County, Iowa

Dated: 8/20/2024

By: 
Council Bluffs Police Department
Chief Matt Davis

Dated: 8/23/24

By: 
Carter Lake Police Department
Chief Shawn Kennedy

Dated: 08/26/2024

St Albert Schools Camera Sharing Agreement

This Agreement is made effective as of _____, by and between Pat Ryan of St Albert Catholic Schools, Pottawattamie County, Iowa ("School District"), and Pottawattamie County Communications Division of the Sheriff's Office ("County 911") of 227 South 6th Street, Council Bluffs, Iowa 51501.

Recitals

WHEREAS County 911 to connect to and consume live video service from the School District's video system.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **CONSUME VIDEO SERVICE.** County 911 will consume video service from the School District into a County 911 system that will allow Law Enforcement and Emergency Management personnel to view video to be used during emergencies. Access to the system may also include technology support staff and vendor support staff.
2. **DESCRIPTION OF SERVICES.** County 911 will utilize video within the school(s) to assist and enhance their ability to provide dispatch services for so long as County 911 continues to provide dispatch services and/or for so long as this agreement is in place.
3. **RESPONSIBILITY OF SCHOOL DISTRICT.** During the term hereof, the School District shall be responsible for the following:
 - a. Help with the initial connection of the video service to the County 911 system by providing connection details.
 - b. If/when the School District moves to a new video system, alert County 911 and help with that connection by providing connection details.
 - c. Be available to help in troubleshooting during outages.
4. **FEES.** No fees are a part of this agreement.
5. **TERM.** This Agreement may be terminated by either party upon 30 days prior written notice to the other party.
6. **RELATIONSHIP OF THE PARTIES.** No separate entity or agency is created by this Agreement. County 911 shall perform the services hereunder as an independent contractor and not as an agent or employee of School District.

7. **WARRANTY AND LIABILITY.** County 911 makes no specific warranty for the services contemplated by this Agreement. County 911 assumes no other duties, responsibilities or liability as to School District's resources other than the services provided in this Agreement.
8. **INDEMNITY.** School District agrees to defend, hold harmless and indemnify the County and County 911 staff against any and all claims, liability or damages arising out of the County's performance of its responsibilities under this agreement.
9. **CONFIDENTIALITY.** County 911, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of County 911, or divulge, disclose, or communicate in any manner, any information that is proprietary to the or confidential information of School District. County 911 and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, County 911 will return to School District all records, notes, documentation and other items that were used, created, or controlled by County 911 during the term of this Agreement.

10. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
 - a. The insolvency or bankruptcy of either party.
 - b. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - c. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
11. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

12. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties in reference to IT services with the exception of the afore-mentioned County 911 Information Security Policy.
14. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
15. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
16. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Iowa.
17. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that

party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.


19. **SIGNATURES.** This Agreement shall be signed on behalf of the School District by _____
Pat Ryan, Superintendent, on behalf of Pottawattamie County by Susan Miller, Chairperson of the Pottawattamie County Board of Supervisors, and Sheriff Andy Brown, Pottawattamie County Sheriff's Office. While not directly party to the Agreement, this Agreement shall also be signed by Chief Davis on behalf of the Council Bluffs Police Department and by Chief Kennedy on behalf of the Carter Lake Police Department as an acknowledgement of the Agreement in the event that either may need to utilize the above-described video.

By: 
School District Superintendent

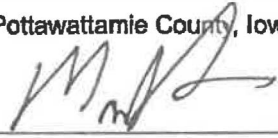
Dated: 7/17/24

By: _____
Susan Miller, Chairperson
Pottawattamie County Board of Supervisors
Pottawattamie County, Iowa


Dated: _____

By:  78-1
Sheriff Andy Brown
Pottawattamie County Sheriff's Office
Pottawattamie County, Iowa

Dated: 8/20/2024

By: 
Council Bluffs Police Department
Chief Matt Davis

Dated: 8/23/24

By: 
Carter Lake Police Department
Chief Shawn Kennedy

Dated: 08/26/2024

Treynor Community School District Camera Sharing Agreement

This Agreement is made effective as of _____, by and between Joel Beyenhof of Treynor Community School District, Pottawattamie County, Iowa ("School District"), and Pottawattamie County Communications Division of the Sheriff's Office ("County 911") of 227 South 6th Street, Council Bluffs, Iowa 51501.

Recitals

WHEREAS County 911 to connect to and consume live video service from the School District's video system.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **CONSUME VIDEO SERVICE.** County 911 will consume video service from the School District into a County 911 system that will allow Law Enforcement and Emergency Management personnel to view video to be used during emergencies. Access to the system may also include technology support staff and vendor support staff.
2. **DESCRIPTION OF SERVICES.** County 911 will utilize video within the school(s) to assist and enhance their ability to provide dispatch services for so long as County 911 continues to provide dispatch services and/or for so long as this agreement is in place.
3. **RESPONSIBILITY OF SCHOOL DISTRICT.** During the term hereof, the School District shall be responsible for the following:
 - a. Help with the initial connection of the video service to the County 911 system by providing connection details.
 - b. If/when the School District moves to a new video system, alert County 911 and help with that connection by providing connection details.
 - c. Be available to help in troubleshooting during outages.
4. **FEES.** No fees are a part of this agreement.
5. **TERM.** This Agreement may be terminated by either party upon 30 days prior written notice to the other party.
6. **RELATIONSHIP OF THE PARTIES.** No separate entity or agency is created by this Agreement. County 911 shall perform the services hereunder as an independent contractor and not as an agent or employee of School District.

7. **WARRANTY AND LIABILITY.** County 911 makes no specific warranty for the services contemplated by this Agreement. County 911 assumes no other duties, responsibilities or liability as to School District's resources other than the services provided in this Agreement.
8. **INDEMNITY.** School District agrees to defend, hold harmless and indemnify the County and County 911 staff against any and all claims, liability or damages arising out of the County's performance of its responsibilities under this agreement.
9. **CONFIDENTIALITY.** County 911, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of County 911, or divulge, disclose, or communicate in any manner, any information that is proprietary to the or confidential information of School District. County 911 and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, County 911 will return to School District all records, notes, documentation and other items that were used, created, or controlled by County 911 during the term of this Agreement.

10. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
- a. The insolvency or bankruptcy of either party.
 - b. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - c. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
11. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
12. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either

party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties in reference to IT services with the exception of the afore-mentioned County 911 Information Security Policy.
14. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
15. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
16. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Iowa.
17. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. SIGNATURES. This Agreement shall be signed on behalf of the School District by Joe Bruenhorst, Superintendent, on behalf of Pottawattamie County by Susan Miller, Chairperson of the Pottawattamie County Board of Supervisors, and Sheriff Andy Brown, Pottawattamie County Sheriff's Office. While not directly party to the Agreement, this Agreement shall also be signed by Chief Davis on behalf of the Council Bluffs Police Department and by Chief Kannedy on behalf of the Carter Lake Police Department as an acknowledgement of the Agreement in the event that either may need to utilize the above-described video.

By:  Dated: 6-24-2024
School District Superintendent

By: _____ Dated: _____
Susan Miller, Chairperson
Pottawattamie County Board of Supervisors
Pottawattamie County, Iowa

By:  Dated: 8/24/2024
Sheriff Andy Brown
Pottawattamie County Sheriff's Office
Pottawattamie County, Iowa

By:  Dated: 8/23/24
Council Bluffs Police Department
Chief Matt Davis

By:  Dated: 08/26/2024
Carter Lake Police Department
Chief Shawn Kannedy

Tri-Center Community School District Camera Sharing Agreement

This Agreement is made effective as of _____ by and between Angela Huseman of Tri-Center Community School District, Pottawattamie County, Iowa ("School District"), and Pottawattamie County Communications Division of the Sheriff's Office ("County 911") of 227 South 6th Street, Council Bluffs, Iowa 51501.

Recitals

WHEREAS County 911 to connect to and consume live video service from the School District's video system.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **CONSUME VIDEO SERVICE.** County 911 will consume video service from the School District into a County 911 system that will allow Law Enforcement and Emergency Management personnel to view video to be used during emergencies. Access to the system may also include technology support staff and vendor support staff.
2. **DESCRIPTION OF SERVICES.** County 911 will utilize video within the school(s) to assist and enhance their ability to provide dispatch services for so long as County 911 continues to provide dispatch services and/or for so long as this agreement is in place.
3. **RESPONSIBILITY OF SCHOOL DISTRICT.** During the term hereof, the School District shall be responsible for the following:
 - a. Help with the initial connection of the video service to the County 911 system by providing connection details.
 - b. If/when the School District moves to a new video system, alert County 911 and help with that connection by providing connection details.
 - c. Be available to help in troubleshooting during outages.
4. **FEES.** No fees are a part of this agreement.
5. **TERM.** This Agreement may be terminated by either party upon 30 days prior written notice to the other party.
6. **RELATIONSHIP OF THE PARTIES.** No separate entity or agency is created by this Agreement. County 911 shall perform the services hereunder as an independent contractor and not as an agent or employee of School District.

7. **WARRANTY AND LIABILITY.** County 911 makes no specific warranty for the services contemplated by this Agreement. County 911 assumes no other duties, responsibilities or liability as to School District's resources other than the services provided in this Agreement.
8. **INDEMNITY.** School District agrees to defend, hold harmless and indemnify the County and County 911 staff against any and all claims, liability or damages arising out of the County's performance of its responsibilities under this agreement.
9. **CONFIDENTIALITY.** County 911, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of County 911, or divulge, disclose, or communicate in any manner, any information that is proprietary to the or confidential information of School District. County 911 and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, County 911 will return to School District all records, notes, documentation and other items that were used, created, or controlled by County 911 during the term of this Agreement.

10. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
 - a. The insolvency or bankruptcy of either party.
 - b. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - c. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
11. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

12. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties in reference to IT services with the exception of the afore-mentioned County 911 Information Security Policy.
14. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
15. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
16. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Iowa.
17. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that

party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. **SIGNATURES.** This Agreement shall be signed on behalf of the School District by Angela Huseman, Superintendent, on behalf of Pottawattamie County by Susan Miller, Chairperson of the Pottawattamie County Board of Supervisors, and Sheriff Andy Brown, Pottawattamie County Sheriff's Office. While not directly party to the Agreement, this Agreement shall also be signed by _____ on behalf of the Council Bluffs Police Department and by Chief Kannedy on behalf of the Carter Lake Police Department as an acknowledgement of the Agreement in the event that either may need to utilize the above-described video.

By: Angela S. Huseman Dated: 7-19-24
School District Superintendent

By: _____ Dated: _____
Susan Miller, Chairperson
Pottawattamie County Board of Supervisors
Pottawattamie County, Iowa

By: Andy Brown 78-1 Dated: 8/20/2024
Sheriff Andy Brown
Pottawattamie County Sheriff's Office
Pottawattamie County, Iowa

By: Matt Davis Dated: 8/23/24
Council Bluffs Police Department
Chief Matt Davis

By: Shawn Kannedy 8-20 Dated: 08/26/2024
Carter Lake Police Department
Chief Shawn Kannedy

Underwood Community School District Camera Sharing Agreement

This Agreement is made effective as of _____, by and between Andy Irwin of Underwood Community School District, Pottawattamie County, Iowa ("School District"), and Pottawattamie County Communications Division of the Sheriff's Office ("County 911") of 227 South 6th Street, Council Bluffs, Iowa 51501.

Recitals

WHEREAS County 911 to connect to and consume live video service from the School District's video system.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **CONSUME VIDEO SERVICE.** County 911 will consume video service from the School District into a County 911 system that will allow Law Enforcement and Emergency Management personnel to view video to be used during emergencies. Access to the system may also include technology support staff and vendor support staff.
2. **DESCRIPTION OF SERVICES.** County 911 will utilize video within the school(s) to assist and enhance their ability to provide dispatch services for so long as County 911 continues to provide dispatch services and/or for so long as this agreement is in place.
3. **RESPONSIBILITY OF SCHOOL DISTRICT.** During the term hereof, the School District shall be responsible for the following:
 - a. Help with the initial connection of the video service to the County 911 system by providing connection details.
 - b. If/when the School District moves to a new video system, alert County 911 and help with that connection by providing connection details.
 - c. Be available to help in troubleshooting during outages.
4. **FEES.** No fees are a part of this agreement.
5. **TERM.** This Agreement may be terminated by either party upon 30 days prior written notice to the other party.
6. **RELATIONSHIP OF THE PARTIES.** No separate entity or agency is created by this Agreement. County 911 shall perform the services hereunder as an independent contractor and not as an agent or employee of School District.

7. **WARRANTY AND LIABILITY.** County 911 makes no specific warranty for the services contemplated by this Agreement. County 911 assumes no other duties, responsibilities or liability as to School District's resources other than the services provided in this Agreement.
8. **INDEMNITY.** School District agrees to defend, hold harmless and indemnify the County and County 911 staff against any and all claims, liability or damages arising out of the County's performance of its responsibilities under this agreement.
9. **CONFIDENTIALITY.** County 911, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of County 911, or divulge, disclose, or communicate in any manner, any information that is proprietary to the or confidential information of School District. County 911 and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, County 911 will return to School District all records, notes, documentation and other items that were used, created, or controlled by County 911 during the term of this Agreement.

10. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
 - a. The insolvency or bankruptcy of either party.
 - b. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - c. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
11. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

12. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties in reference to IT services with the exception of the afore-mentioned County 911 Information Security Policy.
14. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
15. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
16. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Iowa.
17. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that

party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. **SIGNATURES.** This Agreement shall be signed on behalf of the School District by Andy Irwin, Superintendent, on behalf of Pottawattamie County by Susan Miller, Chairperson of the Pottawattamie County Board of Supervisors, and Sheriff Andy Brown, Pottawattamie County Sheriff's Office. While not directly party to the Agreement, this Agreement shall also be signed by Chief Davis on behalf of the Council Bluffs Police Department and by Chief Kennedy on behalf of the Carter Lake Police Department as an acknowledgment of the Agreement in the event that either may need to utilize the above-described video.

By: 
School District Superintendent

Dated: 7/22/2024

By: _____
Susan Miller, Chairperson
Pottawattamie County Board of Supervisors
Pottawattamie County, Iowa


Dated: _____

By: 
Sheriff Andy Brown
Pottawattamie County Sheriff's Office
Pottawattamie County, Iowa

Dated: 8/20/2024

By: 
Council Bluffs Police Department
(Chief ~~Mark Davis~~)

Dated: 8/23/24

By: 
Carter Lake Police Department
Chief Shawn Kennedy

Dated: 08/26/2024

School District X Camera Sharing Agreement

This Agreement is made effective as of 8/29/2024, by and between Lewis Central CSD of Council Bluffs, Pottawattamie County, Iowa ("School District"), and Pottawattamie County Communications Division of the Sheriff's Office ("County 911") of 227 South 6th Street, Council Bluffs, Iowa 51501.

Recitals

WHEREAS County 911 to connect to and consume live video service from the School District's video system.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **CONSUME VIDEO SERVICE.** County 911 will consume video service from the School District into a County 911 system that will allow Law Enforcement and Emergency Management personnel to view video to be used during emergencies. Access to the system may also include technology support staff and vendor support staff.
2. **DESCRIPTION OF SERVICES.** County 911 will utilize video within the school(s) to assist and enhance their ability to provide dispatch services for so long as County 911 continues to provide dispatch services and/or for so long as this agreement is in place.
3. **RESPONSIBILITY OF SCHOOL DISTRICT.** During the term hereof, the School District shall be responsible for the following:
 - a. Help with the initial connection of the video service to the County 911 system by providing connection details.
 - b. If/when the School District moves to a new video system, alert County 911 and help with that connection by providing connection details.
 - c. Be available to help in troubleshooting during outages.
4. **FEES.** No fees are a part of this agreement.
5. **TERM.** This Agreement may be terminated by either party upon 30 days prior written notice to the other party.
6. **RELATIONSHIP OF THE PARTIES.** No separate entity or agency is created by this Agreement. County 911 shall perform the services hereunder as an independent contractor and not as an agent or employee of School District.

7. **WARRANTY AND LIABILITY.** County 911 makes no specific warranty for the services contemplated by this Agreement. County 911 assumes no other duties, responsibilities or liability as to School District's resources other than the services provided in this Agreement.
8. **INDEMNITY.** School District agrees to defend, hold harmless and indemnify the County and County 911 staff against any and all claims, liability or damages arising out of the County's performance of its responsibilities under this agreement.
9. **CONFIDENTIALITY.** County 911, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of County 911, or divulge, disclose, or communicate in any manner, any information that is proprietary to the or confidential information of School District. County 911 and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, County 911 will return to School District all records, notes, documentation and other items that were used, created, or controlled by County 911 during the term of this Agreement.

10. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
 - a. The insolvency or bankruptcy of either party.
 - b. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - c. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
11. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
12. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either

party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties in reference to IT services with the exception of the afore-mentioned County 911 Information Security Policy.
14. **SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
15. **AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
16. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Iowa.
17. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.


19. **SIGNATURES.** This Agreement shall be signed on behalf of the School District by _____
Dr. Brenton Hoelsing, Superintendent, on behalf of Pottawattamie County by Susan
Miller, Chairperson of the Pottawattamie County Board of Supervisors, and Sheriff Andy
Brown, Pottawattamie County Sheriff's Office. While not directly party to the
Agreement, this Agreement shall also be signed by _____ on behalf of the Council
Bluffs Police Department and by _____ on behalf of the Carter Lake Police
Department as an acknowledgement of the Agreement in the event that either may
need to utilize the above-described video.

By: 
School District Superintendent


Dated: 8/29/24

By: _____
Susan Miller, Chairperson
Pottawattamie County Board of Supervisors
Pottawattamie County, Iowa

Dated: _____

By: 
Sheriff Andy Brown
Pottawattamie County Sheriff's Office
Pottawattamie County, Iowa

Dated: 9/4/2024

By: 
Council Bluffs Police Department
Matt Davis, Chief

Dated: 9/5/24

By: _____
Carter Lake Police Department

Dated: _____

Steve Winchell/Chief Deputy, Sheriff

Discussion and/or decision to authorize Board Chair to sign First Addendum to Joint 28E agreement for the Sheriff's Office with the Council Bluffs Police Department for the Southwest Iowa Training Facility and Range.

**SOUTHWEST IOWA TRAINING FACILITY
First Addendum to
JOINT 28E AGREEMENT**

This Addendum is entered into by and between the City of Council Bluffs, Iowa, hereinafter referred to as “City”, and Pottawattamie County, hereinafter referred to as “County” both together hereinafter referred to as “the Parties”.

WHEREAS, on March 28, 2005, the City of Council Bluffs, Iowa, and Pottawattamie County, Iowa, did enter into the Southwest Iowa Training Facility Joint 28E Agreement; and,

WHEREAS, said Agreement, in paragraph seven, addresses Capital Expenditures. It did not address them in sufficient enough detail to address the needs of the Facility; and,

NOW, THEREFORE, to address these needs, the Parties have agreed that this First Addendum to the Southwest Iowa Training Facility Joint 28E Agreement shall include the following:

1. A capital project priorities list will be maintained for each fiscal year. This list will be compiled by the supervisory staff the Parties have assigned to the training facility and jointly approved by the Chief and Sheriff.
2. For the purposes of this Agreement, a capital project will include anything over One Hundred Thousand Dollars (\$100,000.00) and related to the physical upkeep of buildings, outbuildings, roadways and walkways on the premises. This includes any appliances or fixtures which are affixed to the building(s).
3. The City agrees to maintain a capital project fund to hold funds contributed by the Parties.
4. The approval of any contract to initiate work on a capital project must be approved by the City Council and Board of Supervisors.

All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS of this First Addendum, we have affixed our signatures below as authorized representative of the City and County.

DATED this 23 day of July, 2024.



Mayor, City of Council Bluffs



Clerk, City of Council Bluffs

Chairperson, Pottawattamie County, Iowa
Board of Supervisors

Pottawattamie County Auditor

Other Business

Maria Sieck/Administrator, Public Health

**Discussion and/or decision to approve
County funding for flu shots for part-
time employees.**

TO: Board of Supervisors
FROM: Maria Sieck, Administrator
DATE: September 10, 2024

RE: Flu shots for employees without County insurance

Background: Public Health provides annual flu shots to County Employees and is reimbursed through insurance. The Board has paid for part-time employees' flu shots if they are uninsured in the past. The Wellness Committee will cover the expense of the part-time and temporary employee flu shots at cost up to \$100.

Part-time employees: 87
Past participation: less than 10 employees; one in 2023

COST:
Vaccine cost: \$19.35
Expense for 10 emp.: \$193.50

EMPLOYEE FLU SHOT CLINICS:

Board Hearing Room: Sept. 26th 8:00 – 9:30; 11:30 – 1:00 *family invited
Sept. 27th 8:00 – 9:30
Public Health Clinic: by appointment

VACCINE INFORMATION:

Ordered 1,000 flu shots this year at a cost of \$1,935.00
Have Fluarix trivalent that covers influenza A and B viruses.
For everyone 6 months and older.

Request: To pay for part-time and temporary employees flu shots at cost in excess of \$100.

Mitch Kay/Chief Financial Officer

**Discussion and/or decision to authorize
Board Chair to sign the forgiveness
portion of the small-town forgivable
note for Oakland.**

**Jana Lemrick/Director, Human Resources
and Mitch Kay/Chief Financial Officer**

**Discussion and/or decision on funding
request of \$16,500 annually for
Govinvest Live Compensation
Benchmarking Software.**

Committee Appointments

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

Received/Filed



Andrew D. Moats
Pottawattamie County Recorder
227 South 6th Street
Council Bluffs, IA 51501

Recorder County Fees Collected - August 2024

Amount	Account #	Account Name
\$ 2,568.00	0001-1-07-8110-413000-000	Vital Records
\$ 1,149.00	0024-1-07-8110-400001-000	RMA
\$ 373.00	0001-1-07-8110-409000-000	ELSI
\$ 20,136.76	0001-1-07-8110-404000-000	Transfer Tax
\$ 28,877.80	0001-1-07-8110-400000-000	Recording Fees
\$ 1,970.00	0001-1-07-8110-410000-000	Auditor Fees
\$ 260.00	0001-1-07-8110-402000-000	Boat Writing Fees
\$ 40.00	0001-1-07-8110-402000-000	Boat Liens
\$ 10,812.25	0001-1-07-8110-414000-000	Passports
\$ 34.00	0001-1-07-8110-415000-000	DNR Postage
\$ 150.00	0001-1-07-8110-407000-000	ATV Road Pass
\$ 5.50	0001-1-07-8110-417000-000	Hunting/Fishing License
\$ 35.00	0001-1-07-8110-501000-000	Plat Books & Postage
\$ 66,411.31	Total	

MR # 048857	Check # 5349	Checks Prepared by Andrew Moats 
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Fee Book (08/01/2024 - 08/31/2024)

Criteria: {FMXFUS01_RPT_POTT.TndrDate} >= #08/01/2024# AND {FMXFUS01_RPT_POTT.TndrDate} <= #08/31/2024#

	Count	Total Fund Amount
Recording Fees		
RMA	1140	\$1,149.00
E-Commerce	1140	\$1,149.00
Audit	337	\$1,970.00
Recording	1140	\$28,870.00
County Transfer Tax	156	\$20,136.76
State Transfer Tax	156	\$96,599.24
Photo Copies	3	\$7.80
Total For Recording Fees	4072	\$149,881.80
Other Fees		
COUNTY PASSPORT POSTAGE FUND	49	\$10,812.25
Total For Other Fees	49	\$10,812.25
Boats		
Boat Writing	18	\$260.00
Boat State	18	\$1,040.90
Boat Title County	17	\$235.00
Boat Title State	17	\$305.50
Boat Liens State	7	\$52.00
Use Tax	20	\$30,434.63
Boat Lien County	7	\$40.00
Road Pass	1	\$150.00
DNR Postage	9	\$34.00
Plat Book	1	\$35.00
Total For Boats	115	\$32,587.03
Hunt and Fish		
Hunt Fish County	2	\$5.50
Hunt Fish State	2	\$106.50
Total For Hunt and Fish	4	\$112.00
ELSI		
ELSI Couny	36	\$373.00
ELSI State	19	\$1,036.00
Total For ELSI	55	\$1,409.00
Vitals		
Cert Copy County	63	\$2,256.00
Cert Copy State	63	\$6,204.00
Marriage County	21	\$312.00
Marriage State	21	\$2,418.00
Total For Vitals	168	\$11,190.00
Collected Total:		\$205,992.08
Charged Total:		\$7.00
Grand Total:		\$205,999.08

Public Comments

Closed Session