

# Consent Agenda

**September 24, 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. September 17, 2024, Minutes as read.
- B. Veterans Services – Employment of Jacob Townsend as a Case Worker I.
- C. Animal Control – Employment of Abigail Leggett as an Animal Control Officer.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion by Shea, second by Jorgensen, to open public hearing on Pottawattamie County’s amendment to current county budget for fiscal year 2024-25.

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

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

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

Motion by Wichman, second by Belt, to approve and authorize Board to sign **Resolution No. 58-2024**, a Resolution to Approve Pottawattamie County’s amendment to current county budget for fiscal year 2024-25 Said resolution is set out as follows:

**RESOLUTION NO. 58-2024**

**WHEREAS**, there were necessary expenses incurred in several county departments, causing the budget of that department to exceed 100% of costs; and

**WHEREAS**, the Board of Supervisors, County Attorney, Sheriff, Medical Examiner, Roads, Conservation, Public Health, WIC, Buildings and Grounds, IT, Planning and Development, and Nondepartmental will exceed their Budget due to said necessary expenditures; and

**WHEREAS**, the Amendment to the Fiscal Year 2023/24 Budget for the Board of Supervisors, County Attorney, Sheriff, Veteran Services, Conservation, Jail, IT, and Nondepartmental shall be substantially as follows:

Department	DEPT #	Revenue Amount	Expense Amount
Board	01		\$ 1,213,918
Attorney	04	\$ 14,731	\$ 27,900
Sheriff	05		\$ 100,000
Medical Examiner	12	\$ 57,500	\$ 52,000
Roads	20		\$ 2,350,000
Conservation	22		\$ 510,000
Public Health	23	\$ 7,200	\$ 7,200
WIC	48	\$ 92,802	\$ 92,802
B & G	51	\$ 349,371	\$ 584,000
IT	52		\$ 20,000
Planning	53	\$ 80,000	\$ 80,000

Non - Departmental	99		\$ 403,093
		\$ 601,604	\$ 5,440,913

**WHEREAS**, the Board of Supervisors desires to allow those expenditures, and no tax increase will occur due to these expenditures; and

**WHEREAS**, the public had due notice of the Budget Amendment Hearing held on August 30, 2024, and at the hearing, due time was allowed for objections to any and all portions of the amended budget.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Supervisors of Pottawattamie County, hereby amends the Fiscal Year 2024/25 budget.

**Dated this 24th day of September, 2024.**

**ROLL CALL VOTE**

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

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

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

Recognition of Penny Ravlin’s, Assessor, dedicated Service and Retirement.  
Discussion only. No Action Taken.

Motion made by Belt, second by Shea, to approve and sign Proclamation designating the month of September 2024 as National Preparedness Month.

**PROCLAMATION  
NATIONAL PREPAREDNESS MONTH  
SEPTEMBER 2024**

**WHEREAS**, the spring and summer of 2024 has reminded us that no one can predict when or where the next disaster will occur; and

**WHEREAS**, Pottawattamie County is vulnerable to natural, technological, and man-made hazards; and

**WHEREAS**, government agencies and disaster organizations cannot bear the sole responsibility to prepare for, respond to, and recover from disasters; and

**WHEREAS**, emergency preparedness is the responsibility of every resident in Pottawattamie County, and all residents are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families, and communities are prepared for disasters and emergencies of any time; and

**WHEREAS**, Pottawattamie County Emergency Management, an organization that works to coordinate and integrate all activities necessary to build, sustain, and improve our collective resiliency to disasters and emergencies, encourages households to create a family disaster plan during National Preparedness Month to ensure everyone is ready for the next emergency or disaster.

NOW, THEREFORE, be it resolved that we, the Pottawattamie County Board of Supervisors, do hereby proclaim the month of September 2024, to be:

NATIONAL PREPAREDNESS MONTH

in Pottawattamie County, Iowa, and urges all residents to become better prepared in the event of a disaster and encourages attendance to the 2024 Pottawattamie County Preparedness Fair to be conducted on September 26, 2024, from 5pm – 8pm, at the Pottawattamie County Emergency Operations Center. Signed this 24<sup>th</sup> day of September, 2024, in Pottawattamie County, Iowa.

ROLL CALL VOTE

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

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

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

Motion by Wichman, second by Jorgensen, to approve and authorize Chairperson to sign contract with Husker Steel Inc. in the amount of \$14,788.80 for miscellaneous bridge materials. UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to approve and authorize Chairperson to sign contract with Husker Steel Inc. in the amount of \$59,790.00 for bridge beams. UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to approve and authorize Chairperson to sign contract with Oden Enterprises Inc. in the amount of \$69,159.32 for bridge piling. UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to approve and authorize Chairperson to sign contract with Wheeler Lumber. in the amount of \$103,965.80 for bridge deck materials. UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve and allow Maria Sieck to sign the Grant activities documents. UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

Motion by Belt, second by Jorgensen, to approve the appointment of Cody Pane as Director Medical Examiner Investigator at \$85,000. UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Jorgensen, to approve updated Employee Recognition/Miscellaneous Expenditures policy effective October 4, 2024. UNANIMOUS VOTE. Motion Carried.

4. COMMITTEE APPOINTMENTS

Board discussed Committee meetings from the past week.

5. RECEIVED/FILED

- A. Salary Action(s):
  - 1) Conservation – Payroll status change for Samuel Raine.

B. Out of State Travel Notification(s):

- 1) Attorney – Out of State Travel for Jon Jacobmeier.

**6. PUBLIC COMMENTS**

The following individuals appeared before the Board:

David Snyder

Tim Kealy

**7. STUDY SESSION**

Dr Elliott/Medical Examiner appeared before the Board to discuss the organizational structure of Medical Examiner office.

Sam Arkfeld/Captain, Communications appeared before the Board for discussion on communication.

Board of Supervisors had a discussion on Compensation Board changes effective July 1, 2024.

Jana Lemrick/Director, Human Resources appeared before the Board for discussion on Payroll Status Change forms.

**8. ADJOURN**

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:55 P. M.

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

ATTEST:

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

APPROVED: October 1, 2024

PUBLISH: X

# **Scheduled Sessions**

**Rikayla Redding/Senior Administrative Assistant, Jail,  
and Brandy Brensel/Office Coordinator, Sheriff**

**Discussion and/or decision to approve and sign  
Proclamation designating the month of October 2024  
as Breast Cancer Awareness Month.**

**POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS**

**PROCLAMATION**

**BREAST CANCER AWARENESS MONTH – OCTOBER 2024**

**WHEREAS**, breast cancer touches every corner of the United States and hundreds of thousands of Americans will be diagnosed with breast cancer; and

**WHEREAS**, we show our support for every individual and every family struggling with breast cancer and we pause to remember those we have lost; and.

**WHEREAS**, Breast Cancer Awareness Month in October is a chance to raise awareness about the importance of early detection of breast cancer by getting a mammogram and encouraging our community, organizations, churches, families and individuals to get involved; and

**WHEREAS**, we salute the women and men who dedicate themselves to prevention, detection and treatment as we observe Breast Cancer Awareness Month.

**NOW THEREFORE, BE IT RESOLVED**, that The Pottawattamie County Board of Supervisors, does hereby declare October 2024 as Breast Cancer Awareness Month and *encourages all citizens, community agencies, organizations, businesses, and schools within Pottawattamie County to increase awareness.*

**Approved this 1st day of October, 2024.**

**ROLL CALL VOTE**

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

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



**Chris LaFerla/President & CEO, Council Bluffs Chamber  
and The 712 Initiative**

**Update on Council Bluffs Chamber and The 712  
Initiative merge.**

**Kristen Bracker/Attorney**

**Discussion and/or decision to approve  
and authorize the Board to sign  
Resolution No. 59-2024 entitled:  
Resolution Establishing an Hourly  
Compensation Rate for Court-  
Appointed Attorney and Establishing a  
Payment Method for Court Appointed  
Attorneys Under Iowa Code §915.37.**

**RESOLUTION NO. 59-2024**

**A RESOLUTION ESTABLISHING AN HOURLY COMPENSATION RATE FOR COURT-APPOINTED ATTORNEY AND ESTABLISHING A PAYMENT METHOD FOR COURT-APPOINTED ATTORNEYS UNDER IOWA CODE § 915.37**

WHEREAS, Iowa Code §§ 125.78 and 229.8 directs the Board of Supervisors to establish the hourly compensation rate for an attorney appointed under either of these sections; and

WHEREAS, the manner in which the compensation rate is established is to be substantially in the same manner as provided by Iowa Code §815.7; and

WHEREAS, Iowa code §§ 598.12 and 633.561 provide that the County shall pay court-appointed attorney fees in certain situations; and

WHEREAS, it is desirable and necessary to fix the hourly rate of compensation for court-appointed attorneys by written resolution of the Board of Supervisors; and

WHEREAS, Iowa code § 915.37 provides that an attorney shall be appointed in certain circumstances, but does not provide a method for that attorney to be paid and there is no other apparent means for which an attorney should be paid in these circumstances; and

WHEREAS, it is desirable and necessary to guarantee attorneys appointed under Iowa Code § 915.37 are paid for performing the work required of them;

NOW, THEREFORE, BE IT RESOLVED, that the Pottawattamie County Board of Supervisors hereby adopts the reasonable compensation calculation as laid out in Iowa Code § 815.7 as the compensation rate for attorneys appointed at County expense, and includes attorneys appointed under Iowa Code § 915.37 as attorneys appointed at County expense unless otherwise directed by the Court.

Dated this 1<sup>st</sup> day of October, 2024.

**ROLL CALL VOTE**

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

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

**Other Business**

**Lea Voss/Treasurer**

**Discussion and/or decision on re-hire of Treasurer  
Clerk II and pay.**

**Discussion and/or decision to approve and authorize  
Chairperson to sign Employment Agreement with  
Director Chief Medical Examiner Investigator Cody  
Pane.**

**EMPLOYMENT AGREEMENT  
WITH  
POTTAWATTAMIE COUNTY, IOWA**

This Employment Agreement ("Agreement") made and entered into the 24th day of September 2024 by and between Pottawattamie County, Iowa (the "County"), through its Board of Supervisors, (the "Board") and Cody Pane, Director Chief Medical Examiner Investigator, (the "Employee") as ratified by action of the Board at a regular meeting held on September 24, 2024.

In consideration of the mutual promises of each, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and EMPLOYEE agree as follows:

1. **EMPLOYEE HANDBOOK.** All policies, practices, and procedures of the Pottawattamie County Employee Handbook shall apply to the Employee unless otherwise specified below.
2. **TERM.** The Board agrees to employ the Employee and the Employee hereby accepts County employment for a term commencing on SEPTEMBER 24, 2024, and ending on JUNE 30, 2025.
3. **SALARY.** The County shall pay the Employee a salary of \$85,000.00 per year payable at regular payroll periods as designated by the County. The Fair Labor Standards Act (FLSA) status of this position is Exempt. This position is considered to be professional, supervisory and/or administrative in nature a character of which the normal work week of forty (40) hours generally applies. The salary is intended to be appropriate for the position regardless of any variation in time that may be required to fulfill the responsibilities of the position.
4. **VACATION.** The Employee shall be entitled to annual vacation as provided in the Pottawattamie County Employee Handbook. In addition, the Employee shall be granted an additional forty (40) hours of Personal Leave with pay. Personal leave is to be utilized between July 1<sup>st</sup> and June 15<sup>th</sup> of the fiscal year. Any unused Personal Leave shall not be carried over to the following contract year. Any unused Personal Leave, up to the amount of 20 hours, may be cashed out at the end of each fiscal year if budget allows. Requests for payout must be received by June 15<sup>th</sup> of the fiscal year.
5. **BENEFITS.** The County provides a group health insurance plan for the benefit of all full-time of its employees. If the Employee participates in the group health plan, the County agrees to make a monthly contribution on behalf of the Employee in an amount to be determined by the Board towards the group health insurance plan. The Employee shall also receive sick leave, paid holidays, longevity pay and other fringe benefits as provided in the Pottawattamie County Employee Handbook.
6. **DUTIES.** The Employee shall faithfully perform his or her duties for the County as prescribed in the Employee's job description, herein incorporated as *EXHIBIT A*, in addition to other duties as may be assigned.

7. **EMPLOYEE TO DEVOTE FULL-TIME TO COUNTY.** The Employee understands that this position is full-time and agrees not to engage in any other outside business activities, personal or otherwise that may be a conflict of interest, during the Employee's normal working hours.

If the Employee receives compensation for outside business activities in excess of traveling expenses, the Employee shall use vacation time, holidays, compensatory time (if applicable) or other non-duty days for said business activities.

8. **PROFESSIONAL ORGANIZATIONS, MEETINGS AND ACTIVITIES.** The Employee may attend and participate in appropriate professional meetings at the local, state, and national levels. The Employee may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the Employee's performance of duties for the County.

9. **REIMBURSEMENTS AND EXPENSES.** The Board agrees to reimburse the Employee for reasonable expenses incurred while performing County business, including expenses for lodging, meals and travel expenses. The Employee must present an itemized account of expenditures, pursuant to County policy. The Board may upon written request provide the Employee with the reasonable expenses for membership fees and dues in such professional organizations deemed appropriate by the Board in the performance of the Employee's duties. The employee must follow the credit card policy found in the Pottawattamie County Employee Handbook.

10. **COUNTY VEHICLES.** County employees may be provided use of a County vehicle on a regular or temporary basis. Use of a county vehicle must be approved by the Board and may be subject to personal income taxes. County vehicles must be used for County business only. Use of the Employee's personal vehicle for County business will be reimbursed at a mileage rate determined by the County.

12. **TERMINATION.** This Agreement may be terminated for any of the following reasons:

A. Mutual Agreement. The Board and Employee may agree to terminate this Agreement upon at least thirty days' notice to the other party. Payment of wages and leave balances will be paid according to the employee handbook.

B. Discharge for Cause. In the event the Employee commits a breach of the obligations and duties under this Agreement, including but not limited to a violation of provision of the Pottawattamie County Employee Handbook, the Board shall have the option to terminate this Agreement "for cause". If terminated "for cause", the Employee shall be entitled to payment of wages (including accrued vacation time) through the last day of employment.

C. Termination by County. In the event the Employee is terminated by the Board at will (other than "for cause") the County agrees to pay the Employee thirty (30) days severance pay along with the entirety of their vacation time. If the Employee has completed 5 years of service, other leave balances such as sick time and any unused personal days would be paid out as well.

D. Death of Employee. Should the Employee die during the term of employment, the County agrees to pay to the Employee's estate any compensation due through the end of the



month in which the death occurred, including any accrued vacation time, sick time and any unused personal days.

13. **SAVINGS CLAUSE.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

14. **CHOICE OF LAW.** Any complaints, lawsuits and/or special proceedings under this Agreement, shall be construed in accordance with and under and pursuant to the laws of the State of Iowa.

15. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

16. **CONFIDENTIALITY OF PROPRIETARY INFORMATION.** Employee agrees, during or after the term of this employment, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity other than what is considered information found in the public domain.

17. **ASSISTANCE IN LITIGATION.** Employee shall upon reasonable notice, furnish such information and proper assistance to the County as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.

18. **INDEMNITY.** The County shall hold the Employee harmless for any and all actions taken against the County and/or the Employee as a result of actions performed by the Employee during the course of and within the scope of the Employee's official duties as provided in Iowa Code Chapter 670. The County will also provide professional liability insurance for the Employee to be in effect during the term of this Agreement. Said liability insurance shall be of an amount and type to cover the Employee for any and all actions taken against the Employee as a result of actions performed by the Employee during the course of and within the scope of the Employee's official duties.

19. **SEVERABILITY.** If, for any reason, any provision of this Agreement is held invalid, all other provisions of this Agreement shall remain in effect. If this Agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior Agreement between the County (or any predecessor thereof) and the Employee shall be deemed reinstated as if this Agreement had not been executed.

20. **LIMITED EFFECT OF WAIVER BY COUNTY.** Should the County waive breach of any provision of this Agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.

21. **MODIFICATIONS.** This Agreement may be modified only in writing signed by both the County and the Employee.

22. **COMPLETE AGREEMENT.** This Agreement contains the complete understanding of the employment arrangement between the Board and the Employee and replaces and supersedes all other understandings and/or agreements between the Employee and the County.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

**POTTAWATTAMIE COUNTY, IOWA**

**EMPLOYEE**

\_\_\_\_\_  
Chair Board of Supervisors

\_\_\_\_\_  
Cody Pane, Director Chief Medical Examiner  
Investigator

**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.**



227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501  
Ph: 712-328-5644 | Fax: 712-328-5770  
PottCounty-ia.gov

October 1, 2024

Marissa Lockwood  
City Administrator/Clerk, City of Oakland  
614 Dr. Van Zee Road  
PO Box 396  
Oakland, IA 51560

### **Acknowledgement of Forgiveness Request Satisfaction and Loan Forgiveness**

Dear Mayor, Council members and Administration:

We, the Pottawattamie County Board of Supervisors, hereby acknowledge receipt of the Forgiveness Request and required documentation submitted by the City of Oakland, dated September 23rd, 2024, in relation to the Forgivable Promissory Note Agreement dated March 28th, 2023.

After a thorough review of the submitted documentation, we are pleased to confirm that the City of Oakland has satisfactorily met the conditions outlined in the Forgivable Promissory Note Agreement for the project(s) funded by the American Rescue Plan Act (ARPA) funds.

As a result, in accordance with the terms and conditions of the Forgivable Promissory Note Agreement, we hereby grant loan forgiveness for all annual principal payments of \$12,500. No further documentation is required on behalf of your City.

Please retain this letter as an official record of the loan forgiveness granted by the Pottawattamie County Board of Supervisors for the referenced Forgivable Promissory Note Agreement.

Should you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Susan Miller  
Chairperson Pottawattamie County Board of Supervisors

cc: Mitchell A. Kay, CFO, Pottawattamie County Board of Supervisors.



614 Dr. Van Zee Road | P.O. Box 396 | Oakland, Iowa 51560

September 23, 2024

Pottawattamie County Board of Supervisors  
227 S 6<sup>th</sup> St  
Council Bluffs, IA 51501

Re: Promissory Note Forgiveness Request for City of Oakland

Dear Pottawattamie County Board of Supervisors:

In accordance with the terms and conditions of the Forgivable Promissory Note Agreement entered into between the City of Oakland ("City") and Pottawattamie County, Iowa ("County"), dated March 28, 2023, the City hereby submits this Promissory Note Forgiveness Request for the entirety of the funds provided by the County of the Forgivable Promissory Note.

As required by Section A.2 of the Agreement, we confirm that:

The City has used the provided ARPA funds toward the completion of the project(s) set forth in Exhibit A of the Agreement.

The funds have been spent in full by October 31st, 2024.

Enclosed is the satisfactory documentation demonstrating that the funds were directed to the projects listed in Exhibit A.

Based on the above, the City kindly requests that the entirety of the Forgivable Promissory Note be forgiven by the County within thirty (30) days upon receipt of this request.

Should the County determine that any additional information or clarification is needed, please notify the City within fifteen (15) days of receiving this request to allow us the opportunity to address any concerns or deficiencies.

Thank you for your continued support and cooperation in assisting the City to complete the project(s) that will benefit the citizens of Pottawattamie County.

Sincerely,

Marissa Lockwood  
City Administrator/Clerk  
City of Oakland

Enclosures: Invoices for amphitheater and golf course improvements

**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 Neola.**



227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501  
Ph: 712-328-5644 | Fax: 712-328-5770  
PottCounty-ia.gov

October 1, 2024

Karla Pogge  
Mayor, City of Neola  
401 Front Street  
Neola, IA 51559

### **Acknowledgement of Forgiveness Request Satisfaction and Loan Forgiveness**

Dear Mayor, Council members and Administration:

We, the Pottawattamie County Board of Supervisors, hereby acknowledge receipt of the Forgiveness Request and required documentation submitted by the City of Neola, dated September 18th, 2024, in relation to the Forgivable Promissory Note Agreement dated March 15th, 2023.

After a thorough review of the submitted documentation, we are pleased to confirm that the City of Neola has satisfactorily met the conditions outlined in the Forgivable Promissory Note Agreement for the project(s) funded by the American Rescue Plan Act (ARPA) funds.

As a result, in accordance with the terms and conditions of the Forgivable Promissory Note Agreement, we hereby grant loan forgiveness for all annual principal payments of \$12,500. No further documentation is required on behalf of your City.

Please retain this letter as an official record of the loan forgiveness granted by the Pottawattamie County Board of Supervisors for the referenced Forgivable Promissory Note Agreement.

Should you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Susan Miller  
Chairperson Pottawattamie County Board of Supervisors

cc: Mitchell A. Kay, CFO, Pottawattamie County Board of Supervisors.

# City of Neola

401 Front St.  
P.O. Box 67  
Neola, IA 51559  
P: 712-485-2307  
F: 712-485-9511

9/18/2024

Pottawattamie County Board of Supervisors  
227 S 6<sup>th</sup> St  
Council Bluffs, IA 51501

Re: Promissory Note Forgiveness Request for City of Neola

Dear Pottawattamie County Board of Supervisors:

In accordance with the terms and conditions of the Forgivable Promissory Note Agreement entered into between the City of Neola ("City") and Pottawattamie County, Iowa ("County"), dated 3/15/2023, the City hereby submits this Promissory Note Forgiveness Request for the entirety of the funds provided by the County of the Forgivable Promissory Note.

As required by Section A.2 of the Agreement, we confirm that:

The City has used the provided ARPA funds toward the completion of the project(s) set forth in Exhibit A of the Agreement.

The funds have been spent in full by October 31st, 2024.

Enclosed is the satisfactory documentation demonstrating that the funds were directed to the projects listed in Exhibit A.

Based on the above, the City kindly requests that the entirety of the Forgivable Promissory Note be forgiven by the County within thirty (30) days upon receipt of this request.

Should the County determine that any additional information or clarification is needed, please notify the City within fifteen (15) days of receiving this request to allow us the opportunity to address any concerns or deficiencies.

Thank you for your continued support and cooperation in assisting the City to complete the project(s) that will benefit the citizens of Pottawattamie County.

Sincerely,



*Karla Pogge*

Mayor

City of Neola



**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 Carson.**



227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501  
Ph: 712-328-5644 | Fax: 712-328-5770  
PottCounty-ia.gov

October 1, 2024

Tim Todd  
Mayor, City of Carson  
316 South Commercial St  
Carson, IA 51525

### **Acknowledgement of Forgiveness Request Satisfaction and Loan Forgiveness**

Dear Mayor, Council members and Administration:

We, the Pottawattamie County Board of Supervisors, hereby acknowledge receipt of the Forgiveness Request and required documentation submitted by the City of Carson, dated September 24th, 2024, in relation to the Forgivable Promissory Note Agreement dated March 28th, 2023.

After a thorough review of the submitted documentation, we are pleased to confirm that the City of Carson has satisfactorily met the conditions outlined in the Forgivable Promissory Note Agreement for the project(s) funded by the American Rescue Plan Act (ARPA) funds.

As a result, in accordance with the terms and conditions of the Forgivable Promissory Note Agreement, we hereby grant loan forgiveness for all annual principal payments of \$12,500. No further documentation is required on behalf of your City.

Please retain this letter as an official record of the loan forgiveness granted by the Pottawattamie County Board of Supervisors for the referenced Forgivable Promissory Note Agreement.

Should you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Susan Miller  
Chairperson Pottawattamie County Board of Supervisors

cc: Mitchell A. Kay, CFO, Pottawattamie County Board of Supervisors.



*City of Carson*  
*Carson City Hall & Community Center*  
316 South Commercial St.  
PO Box 128  
Carson, IA 51525  
Ph. 712-484-3636 Fax 712-484-3645  
[www.carsongov.com](http://www.carsongov.com)

September 24, 2024

Pottawattamie County Board of Supervisors  
227 S 6<sup>th</sup> St  
Council Bluffs, IA 51501

RE: Promissory Note Forgiveness Request for City of Carson

Dear Pottawattamie County Board of Supervisors:

In accordance with the terms and conditions of the Forgivable Promissory Note Agreement entered into between the City of Carson and Pottawattamie County Iowa ("County"), dated , the City hereby submits this Promissory Note Forgiveness Request for the entirety of the funds provided by the County of the Forgivable Promissory Note.

As required by Section A.2 of the Agreement, we confirm that:

The City has used the provided ARPA funds toward the completion of the project set forth in Exhibit A of the Agreement.

The funds have been spent in full by October 31, 2024.

Enclosed is the satisfactory documentation demonstrating that the funds were directed to the projects listed in Exhibit A.

Based on the above, the City kindly requests that the entirety of the Forgivable Promissory Note be forgiven by the County within thirty (30) days upon receipt of this request.

Should the County determine that any additional information or clarification is needed, please notify the City within fifteen (15) days of receiving this request to allow us the opportunity to address any concerns or deficiencies.

Thank you for your continued support and cooperation in assisting the City to complete the project that will benefit the citizens of Pottawattmie County.

Sincerely,

Tim Todd

Mayer  
City of Carson

Enclosures: Carson Downtown Revitalization Effort Demolition of 2 Derelict Buildings Invoices

# Committee Appointments

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

**Received/Filed**

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

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

**TRAVEL INFORMATION**

Name of Employee Traveling: Vince Guyer

Department: Sheriff's Office

Destination: Kansas City, Missouri

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

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

**PURPOSE OF TRIP**

**1. Conference Travel**

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

**2 Non-Conference Travel**

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

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

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

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

Office of **Nº 049457**  
**Pottawattamie County Treasurer**

9/20/24 for August 2024  
 Date

Received from Pottawattamie County  
Sheriffs Office

Payor Pottawattamie County  
Sheriffs Office

Amount Forty Eight Thousand Three  
Hundred Sixty Nine Dollars & <sup>75</sup>/<sub>100</sub> \$ 48,369.75

Account to be credited See below

Descriptions of funds See below

Received by Km

Date received 9/20/24

August 1, 2024		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$2,290.00	Weapon Permits	0001-1-05-1060-441000-000
\$46,079.75	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
<b>\$48,369.75</b>	<b>Total Deposit</b>	
	\$22,462.59	total check #224558
	\$25,907.16	total check #224559
	\$48,369.75	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

08/01/2024 - 08/30/2024

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 08/01/2024 - 08/30/2024.

**Disbursements:**

**Paid to Others:**

State - Weapon Permit Amount 535.00

Refunds; Publication; Sales; Com 280,388.87

**Subtotal** 280,923.87

**Paid to Treasurer:**

Service Fees - Notary Fees; Copy Fees 32,697.66

Postage 3,521.00

Transport - Officer Expenses 5,173.42

Mileage Amount 3,922.67

Report Amount 100.00

County - Weapon Permit Amount 2,290.00

Other - Subpoena 665.00

**Subtotal** 48,369.75

**Total** 329,293.62

The above information is respectfully submitted on 9/20/2024

  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County, IA



Pottawattamie County Sheriff's Office

Report of Fees Collected for

08/01/2024 - 08/30/2024

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 08/01/2024 - 08/30/2024.

**Receipts:**

Service Fees - Notary Fees; Copy Fees	32,657.96
Postage	3,570.62
Transport - Officer Expenses	5,173.42
Mileage Amount	3,949.67
Report Amount	110.00
County - Weapon Permit Amount	1,955.00
State - Weapon Permit Amount	445.00
Refunds; Publication; Sales; Com	462,805.50
Other - Subpoena	665.00
Unapplied	-166.50
<b>Total</b>	<b>511,165.67</b>

The above information is respectfully submitted on 9/20/2024



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Andy Brown  
Pottawattamie County, IA

# Public Comments

# **Study Session**