

# **Consent Agenda**

June 8, 2021

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present. Chairman Belt presiding.

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. June 1, 2021, Minutes as read.
- B. Publication of Claims allowed for May 2021
- C. Conservation – Employment of Michael Casson as BB Seasonal; and Cory Rhinehart as NAM Seasonal.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion made by Schultz, second by Shea, to approve funding request from Avoca Main Street for the amount of \$3,000 from Gaming Fund. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Schultz, to approve and authorize Board to sign **Resolution No. 53-2021** approving the selection of a firm for Legal Services.

**RESOLUTION NO. 53-2021**

**REAL ESTATE ACQUISITION LEGAL SERVICES  
2019 FLOOD**

**WHEREAS**, as a result of the flooding of 2019, Pottawattamie County has applied to FEMA under its §403 Essential Assistance Program for funding of demolition work. Funding is anticipated from FEMA, the State of Iowa and the County.

**WHEREAS**, the County requires legal services to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

**WHEREAS**, Petersen Law PLLC (contractor) certifies to be permitted to practice law in Iowa as established in Chapter 31 of the Iowa Court Rules, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

**WHEREAS**, Request for Bids (RFB) Notice to Bidders was published in the The Nonpareil on April 28, 2021 and individual written RFB Notice to Bidders were mailed on April 28, 2021 to law firms permitted to practice law in Iowa from the region surrounding the County, and

**WHEREAS**, said bids were required to be submitted to Pottawattamie County, Iowa, on or before May 19, 2021, and

**WHEREAS**, Pottawattamie County received three (3) quotes, and have opened said quotes on May 19, 2021, and

**WHEREAS**, the County has determined that Petersen Law PLLC has submitted the lowest and most responsive and responsible submittal and who has best met the submittal criteria as set out in the RFB, and

**WHEREAS**, Pottawattamie County, Iowa, is interested in continuing forward and having the work described in said RFB completed.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA** that the Board of Supervisors that the contract to perform the said Legal Services work for Pottawattamie County, Iowa, as outlined in the said RFB is hereby awarded to Petersen Law PLLC in the total amount of \$12,000, and that the Board is authorized to execute said Contract with this contractor and that the contractor is hereby given “Notice to Proceed”, after having submitted the Certificate of Insurance required by the RFB to the County through the Planning Director.

**ROLL CALL VOTE**

Passed and Approved this 8th day of June, 2021.

|     |     |         |        |
|-----|-----|---------|--------|
| AYE | NAY | ABSTAIN | ABSENT |
| ○   | ○   | ○       | ○      |

Scott A. Belt, Chairman

|                |                       |                       |                       |                       |
|----------------|-----------------------|-----------------------|-----------------------|-----------------------|
| _____          | <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"/> |
| Lynn Grobe     |                       |                       |                       |                       |
| _____          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Justin Schultz |                       |                       |                       |                       |
| _____          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Brian Shea     |                       |                       |                       |                       |

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

**Roll Call Vote: AYES: Belt, Wichman , Grobe, Schultz, Shea. Motion Carried.**

Motion made by Schultz, second by Wichman, to approve and authorize Board to sign **Resolution No. 51-2021** entitled: Resolution Authorizing Forgivable Loan Agreement with Regional Water.

**RESOLUTION NO. 51-2021**

**Resolution Authorizing Forgivable Loan Agreement with Regional Water**

**WHEREAS**, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a county may provide grants, loans, guarantees and other financial assistance to or for the benefit of private persons; and

**WHEREAS**, Chapter 15A requires that before public funds are used for grants, loans or other financial assistance, the board of supervisors must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

**WHEREAS**, Chapter 15A requires that, in determining whether funds should be spent, the board of supervisors must consider any or all of a series of factors; and

**WHEREAS**, Regional Water has proposed to undertake certain improvements and extensions (the “Water Improvement Project”) to its water system in order to serve certain property (the “Development Property”) situated in Pottawattamie County, Iowa (the “County”); and

**WHEREAS**, the Water Improvement Project is necessary to provide water service to the Development Property and to promote the development of residential housing thereon (the “Housing Development Project”); and

**WHEREAS**, Regional Water has requested that the County provide financial assistance in the form of a forgivable loan (the “Forgivable Loan”) in order to pay for a portion of the costs of the Water Improvement Project; and

**NOW, THEREFORE, IT IS RESOLVED** by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

- Section 1.** Pursuant to the factors listed in Chapter 15A, the Board of Supervisors hereby finds that:
  - a) The Housing Development Project, including the Water Improvement Project, will add diversity and generate new opportunities for the Pottawattamie County and Iowa economies; and
  - b) The Housing Development Project, including the Water Improvement Project, will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities in the County, which are warranted in comparison to the amount of the proposed Forgivable Loan.

**Section 2.** The Board of Supervisors further finds that a public purpose will reasonably be accomplished by making the Forgivable Loan in connection with the Water Improvement Project.

**Section 3.** The Forgivable Loan in an amount not to exceed \$300,000 is hereby approved, subject to the terms and conditions set out in the forgivable loan agreement (the “Forgivable Loan Agreement”) to be entered into by Regional Water and the County. The Chairperson and the County Auditor are hereby authorized to execute such documents as may be necessary to implement the Forgivable Loan approved herein, including the Forgivable Loan Agreement, in substantially the form as has been presented to this Board of Supervisors, and such officers or their designees are hereby authorized and directed to prepare any additional documentation and to make such changes to the Forgivable Loan Agreement as are deemed necessary to carry out the purposes of this Resolution.

**Section 4.** All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

**Passed and Approved this 8th day of June, 2021.**

**ROLL CALL VOTE**

|                                  | AYE                   | NAY                   | ABSTAIN               | ABSENT                |
|----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| _____<br>Scott A. Belt, Chairman | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Tim Wichman             | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Lynn Grobe              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Justin Schultz          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Brian Shea              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

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

**Roll Call Vote: AYES: Belt, Wichman , Grobe, Schultz, Shea. Motion Carried.**

**3. OTHER BUSINESS**

Motion made by Wichman, second by Schultz, to approve job description for Seasonal Election Clerk. UNANIMOUS VOTE. Motion carried.

Motion made by Schultz, second by Wichman, to approve Series 2021A Bond Counsel Engagement Agreement with Ahlers & Cooney, P.C. UNANIMOUS VOTE. Motion carried

Motion made by Wichman, second by Schultz, to approve Series 2021B Bond Counsel Engagement Agreement with Ahlers & Cooney, P.C. UNANIMOUS VOTE. Motion carried

Motion made by Wichman, second by Schultz, to approve and authorize Board to sign **Resolution No. 52-2021** entitled: RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE COUNTY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS.

**RESOLUTION NO. 52-2021**

**RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE COUNTY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS**

WHEREAS, the County anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the County reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Board believes it is consistent with the County's budgetary and financial circumstances to issue this declaration of official intent.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA:**

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Board determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the County reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the County in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:



| <u>Project</u>  | <u>Fund from which original expenditures are to be Advanced</u> | <u>Total Estimated Cost*</u> | <u>Amount of Borrowing Anticipated</u> | <u>Estimated Date of Completion</u> |
|---|---|------------------------------|--|-------------------------------------|
| B-Wing Demolition   | Property Acquisition and Improvement 0019                       | \$ 232,390                   | \$ 232,390                             | 6/30/2022                           |
| B-Wing Renovation   | Property Acquisition and Improvement 0019                       | \$ 4,932,245                 | \$ 4,932,245                           | 6/30/2022                           |
| Services Building Demolition – Asbestos Removal   | Property Acquisition and Improvement 0019                       | \$ 32,311                    | \$ 32,311                              | 6/30/2022                           |
| Asbestos Removal Monitoring   | Property Acquisition and Improvement 0019                       | \$ 7,500                     | \$ 7,500                               | 6/30/2022                           |
| Services Building Demolition  | Property Acquisition and Improvement 0019                       | \$ 98,774                    | \$ 98,774                              | 6/30/2022                           |
| Acquisition and Equipping of a vehicle for Planning and Zoning which is necessary for the operation of the county or the health and welfare of its citizens | Rural Basic 0011  | \$ 25,000                    | \$ 25,000                              | 6/30/2022                           |
| Acquisition and Equipping of a road grader for Secondary Roads which is necessary for the operation of the county or the health and welfare of its citizens | Secondary Roads 0020  | \$ 300,000                   | \$ 300,000                             | 6/30/2022                           |

Section 5. That the County reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the County Auditor in an Official Intent File maintained in the office of the Auditor and available at all times for public inspection, subject to such revisions as may be necessary.

**Passed and Approved this 8th day of June, 2021.**

**ROLL CALL VOTE**

|                                  | AYE                   | NAY                   | ABSTAIN               | ABSENT                |
|----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| _____<br>Scott A. Belt, Chairman | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Tim Wichman             | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Lynn Grobe              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Justin Schultz          | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| _____<br>Brian Shea              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

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

**Roll Call Vote: AYES: Belt, Wichman , Grobe, Schultz, Shea. Motion Carried.**

Motion made by Shea, second by Schultz, to approve and authorize Chairman to sign Rural Transit System Joint Participation Agreement with SWIPCO; and to approve Funding request in the amount of \$6,000. UNANIMOUS VOTE. Motion carried.

**4. PUBLIC HEARING**

At 11:00 A.M, motion by Shea, second by Schultz, to open Public Hearing on Intent to Commence a Public Improvement Project to Construct an Extension of the Pottawattamie County Railroad Highway Trail and to Acquire Property for the project.

**Roll Call Vote: AYES: Belt, Wichman , Grobe, Schultz, Shea. Motion Carried.**

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

**Roll Call Vote: AYES: Belt, Wichman , Grobe, Schultz, Shea. Motion Carried.**

## 5. RECEIVED/FILED

### A. Salary Actions

- 1) IT – Payroll Status Change for Matthew Reeves, Kelly Greer, Kellie Newell
- 2) Sheriff – Payroll Status Change for Jeremy Harker
- 3) Secondary Roads – Payroll Status change for Kevin Ausdemore, Shawn Bluml, Josh Kohl, Zach Larimore, Nick McCoid, Josh Reynolds, Mitch Rollins,
- 4) Jail – Payroll Status Change for Amber Roberts
- 5) Communications – Payroll Status Change for Rachel Bieghler
- 6) Auditor – Payroll Status Change for Dixie Wilson

### B. Reports

- 1) Recorder’s Fee Book for May 2021

## 6. CLOSED SESSION

Motion by Wichman, second by Schultz, to go into Closed Session pursuant to Iowa Code §21.5(1)(c) – Discussion and/or decision on pending litigation.

**Roll Call Vote: AYES: Belt, Wichman , Grobe, Schultz, Shea. Motion Carried.**

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

**Roll Call Vote: AYES: Belt, Wichman , Grobe, Schultz, Shea. Motion Carried.**

Motion by Shea, second by Schultz, to go into Closed Session pursuant to Iowa Code 21.5(1)(j), for discussion and/or decision on the purchase or sale of particular real estate.

**Roll Call Vote: AYES: Belt, Wichman , Grobe, Schultz, Shea. Motion Carried.**

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

**Roll Call Vote: AYES: Belt, Wichman , Grobe, Schultz, Shea. Motion Carried.**

Motion by Wichman, second by Shea, to go into Closed Session pursuant to Iowa Code 20.17(3), for discussion and/or decision on labor negotiations / collective bargaining matters.

**Roll Call Vote: AYES: Belt, Wichman , Grobe, Schultz, Shea. Motion Carried.**

Motion by Shea, second by Schultz, to go out of Closed Session.

**Roll Call Vote: AYES: Belt, Wichman , Grobe, Schultz, Shea. Motion Carried.**

## 7. ADJOURN

Motion by Shea, second by Schultz , to adjourn meeting. UNANIMOUS VOTE. Motion carried. THE BOARD ADJOURNED SUBJECT TO CALL AT 1:54 P.M.

---

Scott A. Belt, Chairman

ATTEST:

---

Melvyn Houser, Pottawattamie County Auditor

APPROVED: June 15, 2021

PUBLISH: X

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07/01/21 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products.

2021 JUN -7 PM  
FILED  
TAXPayers OFFICE

**Business Information:**

Trade Name/DBA Desoto Bend Mini Mart  
Physical Location Address 15001 Desoto Ave City Missouri Valley State IA ZIP 51555  
Mailing Address 15001 Desoto Ave City Missouri Valley State IA ZIP 51555  
Business Phone Number 712 642-3310

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Donald Rief  
Mailing Address 32375 Old Lincoln Hwy City Missouri Valley State IA ZIP 51555  
Phone Number 712 642-3310 Fax Number 712 642-3310 Email drconaco@aol.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Donald Rief Name (please print) \_\_\_\_\_  
Signature Donald Rief Signature \_\_\_\_\_  
Date 6-1-2021 Date \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$50.-
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: \_\_\_\_\_
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



2021 JUN 18 8:51  
IOWA DEPARTMENT OF REVENUE  
TOWNSHIP AUDITORS OFFICE

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07/01/2021 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade Name/DBA Taylor Quik PIK  
Physical Location Address 14151 Wakarusa Hwy City Council Bluffs ZIP 51503  
Mailing Address PO Box 548 City Blair State NE ZIP 68008  
Business Phone Number 717-366-5046

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP \_\_\_\_\_  
Mailing Address PO Box 548 City Blair State NE ZIP 68008  
Phone Number 402-426-9505 Fax Number 402-426-9507 Email roger.tayloroil@gmail.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) ~~Yes~~ No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other  \_\_\_\_\_

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Brad Taylor Name (please print) \_\_\_\_\_  
Signature Brad Taylor Signature \_\_\_\_\_  
Date 5-21-21 Date \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$50.00
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: \_\_\_\_\_
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

# **Scheduled Sessions**

**Grant Anderson/MAPA – Discussion  
and/or decision to:**

**Approve Cornerstone Commercial  
Contractors pay request no. 1 for  
downtown rehab construction work  
in Carson/Macedonia.**

June 10, 2021

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

RE: Carson / Macedonia Downtown Rehab  
Cornerstone Commercial Contractors Pay Request no. 1

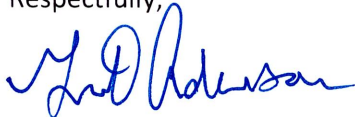
Dear County Board Members:

Cornerstone Commercial Contractor's pay application of \$53,092.25 is proposed to be paid by the following grant sources:

- Iowa CDBG: \$29,777.00
- Iowa West CITIES: \$23,315.25

We request payment by the County for the CDBG portion of the pay application amount, which will be reimbursed by the Iowa Economic Development Authority (IEDA). The CITIES grant disbursement process will continue as usual.

Respectfully,



Grant Anderson  
Community and Economic Development Planner

| Claim # | Vendor                 | Invoice Date | Total Claim  | CDBG         | CITIES - Carson | CITIES - Macedonia | Property Owner Match |
|---------|------------------------|--------------|--------------|--------------|-----------------|--------------------|----------------------|
| 1       | Franks Design Group #1 | 8/15/2019    | \$ 46,221.42 | \$ 46,221.42 | \$ -            | \$ -               | \$ -                 |
| 2       | Franks Design Group #2 | 10/31/2019   | \$ 26,585.64 | \$ -         | \$ 13,292.82    | \$ 13,292.82       | \$ -                 |
|         | Franks Design Group #3 | 7/24/2020    | \$ 20,289.00 | \$ 20,289.00 | \$ -            | \$ -               | \$ -                 |
| 3       | MAPA #1                | 11/12/2019   | \$ 15,684.52 | \$ 15,684.52 | \$ -            | \$ -               | \$ -                 |
|         | MAPA #2                | 3/18/2020    | \$ 8,648.68  | \$ 8,648.68  | \$ -            | \$ -               | \$ -                 |
| 4       | Terracon               | 2/28/2020    | \$ 2,350.00  | \$ -         | \$ 2,350.00     | \$ -               | \$ -                 |
| 5       | Cornerstone #1         | 5/28/2021    | \$ 53,092.25 | \$ 29,777.00 | \$ 20,173.05    | \$ 3,142.20        | \$ -                 |
|         | MAPA #3                | 8/5/2020     | \$ 2,666.80  | \$ 2,666.80  | \$ -            | \$ -               | \$ -                 |

|        |               |               |              |              |      |
|--------|---------------|---------------|--------------|--------------|------|
| Totals | \$ 175,538.31 | \$ 123,287.42 | \$ 35,815.87 | \$ 16,435.02 | \$ - |
|--------|---------------|---------------|--------------|--------------|------|



|  |            |                                       |   |  |                       |   |                |  |                |                       |                  |                 |             |        |     |     |
|--|------------|---------------------------------------|---|--|-----------------------|---|----------------|--|----------------|-----------------------|------------------|-----------------|-------------|--------|-----|-----|
| BUDGET FY  |            | <b>General Accounting Expenditure</b> |   |  |                       |   |                |  |                | DOCUMENT NUMBER       |                  |                 |             |        |     |     |
|  |            | DATE<br>6/15/2021                     |   |  |                       | ACCTG PERIOD (mm/yy)<br>06/2021   |                |  |                |                       |                  |                 |             |        |     |     |
| VENDOR CODE  |            |                                       |   | AGENCY NAME  |                       |   |                |  |                |                       |                  |                 |             |        |     |     |
| VENDOR NAME AND ADDRESS<br>Pottawattamie County<br>227 South 6th Street<br>Council Bluffs, IA 51501  |            |                                       |   | BILL TO ADDRESS (ORDERING AGENCY)<br>Iowa Department of Economic Development<br>1963 Bell Ave.<br>Des Moines, Iowa 50315 |                       |   |                | SHIP TO ADDRESS                                    |                |                       |                  |                 |             |        |     |     |
| TERMS  |            | FOB                                   |   | ORDER APPROVED BY  |                       |   |                | GOODS RECEIVED/SERVICES PERFORMED<br>DATE INITIALS |                |                       |                  |                 |             |        |     |     |
| QUANTITY   |            |                                       |   | VENDOR'S INVOICE NUMBER<br><b>Report Number: 3</b>   |                       |   |                |  |                |                       |                  |                 |             |        |     |     |
| ORDERED  | RECEIVED   | UNIT OF MEASURE                       |   |  |                       |   |                |  | UNIT PRICE     | TOTAL PRICE           |                  |                 |             |        |     |     |
|  |            |                                       | Request for CDBG Payment No. 3<br>Contract Number: 18-DTR-004<br><br>MAPA #3 - Invoice No. 1993 - 18-DTR-004-181<br>Cornerstone Comm. Contractors #1 - 18-DTR-004-116 |  |                       |   |                |  |                | 2,667.00<br>29,777.00 |                  |                 |             |        |     |     |
| <b>DOCUMENT TOTAL</b>  |            |                                       |   |  |                       |   |                |  | 32,444.00      |                       |                  |                 |             |        |     |     |
| <b>CLAIMANT'S CERTIFICATION</b><br>I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. |            |                                       |   |  |                       | <b>AGENCY CERTIFICATION</b><br>I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:<br><b>CODE OR CHAPTER SECTION(S)</b> |                |  |                |                       |                  |                 |             |        |     |     |
| <b>DATE</b>  |            |                                       | <b>TITLE</b>  |  |                       |   |                |  |                |                       |                  |                 |             |        |     |     |
| CLAIMANT'S SIGNATURE   |            |                                       |   |  |                       | AUTHORIZED SIGNATURE  |                |  |                |                       |                  |                 |             |        |     |     |
| <b>THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY</b>  |            |                                       |   |  |                       |   |                |  |                |                       |                  |                 |             |        |     |     |
| DOC TYPE<br>(GAX)<br><b>GAX</b>  | DOC NUMBER |                                       | DOC DATE  |  | ACCTG PRD             | BUDGET FY   | ACTION NEW/MOD | PO SHIP INSTR                                      | GAX TYPE       | INT IND               | INT SELLER FUND  | INT SELLER AGCY |             |        |     |     |
| VENDOR CODE  |            | ADDR OVERRIDE                         | F/A INDICATOR   | LEFT IND   | TEXT -po's only (Y/N) |   |                | TEXT (po's only)                                   |                |                       |                  |                 |             |        |     |     |
| REF DOC TYPE   |            | REF DOC NUMBER                        |   | REF DOC LINE   |                       | COM LN  | VEND INVOICE # |  | COMMODITY CODE |                       | GS CONTRACT      |                 |             |        |     |     |
| LINE   | FUND       | AGCY                                  | ORG   | SUB ORG  | ACTV                  | FUNC  | OBJT           | SUB OBJT   | JOB NUMBER     | REP CAT               | QUANTITY / UNITS | I/D             | DESCRIPTION | AMOUNT | I/D | P/F |
| 01   | 0340       | 269                                   | 4710  |  |                       |   | 4125           |  |                |                       |                  |                 |             |        |     |     |
| 02   |            |                                       |   |  |                       |   |                |  |                |                       |                  |                 |             |        |     |     |
| 03   |            |                                       |   |  |                       |   |                |  |                |                       |                  |                 |             |        |     |     |
| 04   |            |                                       |   |  |                       |   |                |  |                |                       |                  |                 |             |        |     |     |
| 05   |            |                                       |   |  |                       |   |                |  |                |                       |                  |                 |             |        |     |     |
| 06   |            |                                       |   |  |                       |   |                |  |                |                       |                  |                 |             |        |     |     |
| 07   |            |                                       |   |  |                       |   |                |  |                |                       |                  |                 |             |        |     |     |
| <b>DOCUMENT TOTAL</b>  |            |                                       |   |  |                       |   |                |  |                |                       |                  |                 |             |        |     |     |

**PAYMENT APPLICATION**

|   |  |  |   |
|---|--|--|---|
| TO: Pottawattamie County, Iowa<br>227 South 6th St<br>Council Bluffs, IA 51501      | PROJECT NAME AND LOCATION: Carson Macedonia Façade<br>CDBG Pottawattamie County, Iowa Façade Re<br>various locations<br>Macedonia, Iowa and Carson, Iowa | APPLICATION # 1<br>PERIOD THRU: 05/21/2021<br>PROJECT #s: Pott County Façade | Distribution to:<br><input type="checkbox"/> OWNER<br><input type="checkbox"/> ARCHITECT<br><input type="checkbox"/> CONTRACTOR<br><input type="checkbox"/><br><input type="checkbox"/> |
| FROM: Cornerstone Commercial Contractors, Inc.<br>401 7th St<br>Corning, Iowa 50841 | ARCHITECT: The Franks Design Group<br>410 First Street<br>Glenwood, Iowa 51534   | DATE OF CONTRACT: 03/10/2021   |   |
| FOR: façade rehabilitation  |  |  |   |

**CONTRACTOR'S SUMMARY OF WORK**

Application is made for payment as shown below.  
Continuation Page is attached.

|  |              |
|--|--------------|
| 1. CONTRACT AMOUNT   | \$464,670.00 |
| 2. SUM OF ALL CHANGE ORDERS  | \$0.00       |
| 3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)                                | \$464,670.00 |
| 4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)            | \$55,886.58  |
| 5. RETAINAGE:  |              |
| a. 5.00% of Completed Work (Columns D + E on Continuation Page)          | \$2,794.33   |
| b. 5.00% of Material Stored (Column F on Continuation Page)              | \$0.00       |
| Total Retainage (Line 5a + 5b or Column I on Continuation Page)          | \$2,794.33   |
| 6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total) | \$53,092.25  |
| 7. LESS PREVIOUS PAYMENT APPLICATIONS                                    | \$0.00       |
| 8. PAYMENT DUE   | \$53,092.25  |
| 9. BALANCE TO COMPLETION (Line 3 minus Line 6)                           | \$411,577.75 |

| SUMMARY OF CHANGE ORDERS                  | ADDITIONS | DEDUCTIONS |
|---|-----------|------------|
| Total changes approved in previous months | \$0.00    | \$0.00     |
| Total approved this month                 | \$0.00    | \$0.00     |
| TOTALS                                    | \$0.00    | \$0.00     |
| NET CHANGES                               | \$0.00    |            |

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Cornerstone Commercial Contractors, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jason Kentner, owner

State of: Iowa  
County of: Adams

Subscribed and sworn to before me this 24th day of May 2021

**Jason Kentner**  
Digitally signed by Jason Kentner  
Date: 2021.05.24 16:25:24 -05'00'

Notary Public: Jaime Johnston  
My Commission Expires: 01-19-2022

**ARCHITECT'S CERTIFICATION**

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... 53,092.25

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:  Peter G. Franks, AIA, NCARB

By: \_\_\_\_\_ Date: 5/28/2021

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.



PROJECT: Carson Macedonia Façade APPLICATION #: 1  
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 05/21/2021  
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 05/21/2021  
 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

| A<br>ITEM # | B<br>WORK DESCRIPTION            | C<br>SCHEDULED AMOUNT | D<br>COMPLETED WORK     |                    | F<br>STORED MATERIALS (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED (D + E + F) |      | H<br>BALANCE TO COMPLETION (C-G) | I<br>RETAINAGE (If Variable) |
|-------------|----------------------------------|-----------------------|-------------------------|--------------------|---------------------------------------|---|------|----------------------------------|------------------------------|
|             |                                  |                       | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD |                                       | % COMP. (G / C)                             |      |                                  |                              |
| 1           | The Painted Camel 320 Main St    | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |      | \$0.00                           |                              |
| 1a          | Carpentry                        | \$4,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$4,500.00                       |                              |
| 1b          | Aluminum storefront              | \$8,952.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$8,952.00                       |                              |
| 1c          | Paint                            | \$2,694.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$2,694.00                       |                              |
| 1d          | Misc materials                   | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| 1e          | Performance bond                 | \$1,000.00            | \$0.00                  | \$1,000.00         | \$0.00                                | \$1,000.00                                  | 100% | \$0.00                           |                              |
| 1f          | General conditions, overhead and | \$4,161.00            | \$0.00                  | \$124.83           | \$0.00                                | \$124.83                                    | 3%   | \$4,036.17                       |                              |
| 1g          | Allowance #1                     | \$8,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$8,000.00                       |                              |
| 2           | Pioneer Trail Museum Annex 318   | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |      | \$0.00                           |                              |
| 2a          | Masonry                          | \$5,882.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$5,882.00                       |                              |
| 2b          | Carpentry                        | \$3,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$3,500.00                       |                              |
| 2c          | Aluminum storefront              | \$8,200.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$8,200.00                       |                              |
| 2d          | Paint                            | \$2,679.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$2,679.00                       |                              |
| 2e          | Misc materials                   | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| 2f          | Performance bond                 | \$1,000.00            | \$0.00                  | \$1,000.00         | \$0.00                                | \$1,000.00                                  | 100% | \$0.00                           |                              |
| 2g          | General conditons, overhead and  | \$4,984.00            | \$0.00                  | \$149.52           | \$0.00                                | \$149.52                                    | 3%   | \$4,834.48                       |                              |
| 3           | Pioneer Trail Museum Storage     | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |      | \$0.00                           |                              |
| 3a          | Carpentry                        | \$2,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$2,000.00                       |                              |
| 3b          | Paint                            | \$3,579.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$3,579.00                       |                              |
| 3c          | Door Rehab                       | \$900.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$900.00                         |                              |
| 3d          | Misc materials                   | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| 3e          | Performance bond                 | \$1,000.00            | \$0.00                  | \$1,000.00         | \$0.00                                | \$1,000.00                                  | 100% | \$0.00                           |                              |
| 3f          | General conditions, overhead and | \$2,227.00            | \$0.00                  | \$66.81            | \$0.00                                | \$66.81                                     | 3%   | \$2,160.19                       |                              |
| 4           | 314 Bulding 314 Main St          | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |      | \$0.00                           |                              |
| 4a          | Masonry                          | \$8,640.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$8,640.00                       |                              |
| 4b          | Carpentry                        | \$3,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$3,500.00                       |                              |
| 4c          | Paint                            | \$4,739.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$4,739.00                       |                              |
| 4d          | Storm windows                    | \$2,700.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$2,700.00                       |                              |
| 4e          | Misc materials                   | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%   | \$1,000.00                       |                              |
| SUB-TOTALS  |                                  | \$88,837.00           | \$0.00                  | \$3,341.16         | \$0.00                                | \$3,341.16                                  | 4%   | \$85,495.84                      |                              |



PROJECT: Carson Macedonia Façade APPLICATION #: 1  
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 05/21/2021  
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 05/21/2021  
 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

| A<br>ITEM # | B<br>WORK DESCRIPTION          | C<br>SCHEDULED AMOUNT | D<br>COMPLETED WORK     |                    | F<br>STORED MATERIALS (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED (D + E + F) | H<br>% COMP. (G / C) | I<br>BALANCE TO COMPLETION (C-G) | J<br>RETAINAGE (If Variable) |
|-------------|--------------------------------|-----------------------|-------------------------|--------------------|---------------------------------------|---|----------------------|----------------------------------|------------------------------|
|             |                                |                       | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD |                                       |   |                      |                                  |                              |
| 4f          | Performance bond               | \$1,000.00            | \$0.00                  | \$1,000.00         | \$0.00                                | \$1,000.00                                  | 100%                 | \$0.00                           |                              |
| 4g          | General condions, overhead and | \$4,847.00            | \$0.00                  | \$145.41           | \$0.00                                | \$145.41                                    | 3%                   | \$4,701.59                       |                              |
| 5           | 312 Building 312 Main St       | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |                      | \$0.00                           |                              |
| 5a          | Masonry                        | \$13,680.00           | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$13,680.00                      |                              |
| 5b          | Carpentry                      | \$3,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$3,500.00                       |                              |
| 5c          | Paint                          | \$4,739.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$4,739.00                       |                              |
| 5d          | Storm windows                  | \$2,700.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$2,700.00                       |                              |
| 5e          | Glazing                        | \$400.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$400.00                         |                              |
| 5f          | Misc materials                 | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$1,000.00                       |                              |
| 5g          | Performance bond               | \$1,000.00            | \$0.00                  | \$1,000.00         | \$0.00                                | \$1,000.00                                  | 100%                 | \$0.00                           |                              |
| 5h          | General condions, overhead and | \$5,935.00            | \$0.00                  | \$178.05           | \$0.00                                | \$178.05                                    | 3%                   | \$5,756.95                       |                              |
| 6           | Treynor State Bank 310 Main St | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |                      | \$0.00                           |                              |
| 6a          | Masonry                        | \$9,240.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$9,240.00                       |                              |
| 6b          | Carpentry                      | \$500.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$500.00                         |                              |
| 6c          | Paint                          | \$2,719.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$2,719.00                       |                              |
| 6d          | Misc materials                 | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$1,000.00                       |                              |
| 6e          | Performance bond               | \$1,000.00            | \$0.00                  | \$1,000.00         | \$0.00                                | \$1,000.00                                  | 100%                 | \$0.00                           |                              |
| 6f          | General condions, overhead and | \$3,423.00            | \$0.00                  | \$102.69           | \$0.00                                | \$102.69                                    | 3%                   | \$3,320.31                       |                              |
| 7           | Stempl Bird Museum 311 Main St | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |                      | \$0.00                           |                              |
| 7a          | Masonry                        | \$6,800.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$6,800.00                       |                              |
| 7b          | Window rehab                   | \$600.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$600.00                         |                              |
| 7c          | Door rehab                     | \$900.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$900.00                         |                              |
| 7d          | Paint                          | \$1,241.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$1,241.00                       |                              |
| 7e          | Carpentry                      | \$500.00              | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$500.00                         |                              |
| 7f          | Misc materials                 | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$1,000.00                       |                              |
| 7g          | Performance bond               | \$1,000.00            | \$0.00                  | \$1,000.00         | \$0.00                                | \$1,000.00                                  | 100%                 | \$0.00                           |                              |
| 7h          | General condions, overhead and | \$2,940.00            | \$0.00                  | \$88.20            | \$0.00                                | \$88.20                                     | 3%                   | \$2,851.80                       |                              |
| 8           | The Barn 106-110 Broadway St   | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |                      | \$0.00                           |                              |
| 8a          | Masonry                        | \$20,934.00           | \$0.00                  | \$15,700.50        | \$0.00                                | \$15,700.50                                 | 75%                  | \$5,233.50                       |                              |
| SUB-TOTALS  |                                | \$181,435.00          | \$0.00                  | \$23,556.01        | \$0.00                                | \$23,556.01                                 | 13%                  | \$157,878.99                     |                              |



PROJECT: Carson Macedonia Façade APPLICATION #: 1  
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 05/21/2021  
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 05/21/2021  
 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

| A<br>ITEM # | B<br>WORK DESCRIPTION           | C<br>SCHEDULED AMOUNT | D<br>COMPLETED WORK     |                    | F<br>STORED MATERIALS (NOT IN D OR E) | G<br>TOTAL COMPLETED AND STORED (D + E + F) | H<br>% COMP. (G / C) | I<br>BALANCE TO COMPLETION (C-G) | J<br>RETAINAGE (If Variable) |
|-------------|---------------------------------|-----------------------|-------------------------|--------------------|---------------------------------------|---|----------------------|----------------------------------|------------------------------|
|             |                                 |                       | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD |                                       |   |                      |                                  |                              |
| 8b          | Carpentry                       | \$7,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$7,500.00                       |                              |
| 8c          | Aluminum storefront/door        | \$12,000.00           | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$12,000.00                      |                              |
| 8d          | Paint                           | \$1,419.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$1,419.00                       |                              |
| 8e          | Misc materials                  | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$1,000.00                       |                              |
| 8f          | Performance bond                | \$1,000.00            | \$0.00                  | \$1,000.00         | \$0.00                                | \$1,000.00                                  | 100%                 | \$0.00                           |                              |
| 8g          | General conditons, overhead and | \$9,302.00            | \$0.00                  | \$2,883.62         | \$0.00                                | \$2,883.62                                  | 31%                  | \$6,418.38                       |                              |
| 8h          | Alternate #1                    | \$2,804.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$2,804.00                       |                              |
| 9           | 124 Cenpro 124 Broadway St      | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |                      | \$0.00                           |                              |
| 9a          | Masonry                         | \$13,080.00           | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$13,080.00                      |                              |
| 9b          | Aluminum storefront             | \$10,329.00           | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$10,329.00                      |                              |
| 9c          | Carpentry                       | \$4,500.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$4,500.00                       |                              |
| 9d          | Paint                           | \$1,164.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$1,164.00                       |                              |
| 9e          | Misc materials                  | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$1,000.00                       |                              |
| 9f          | Performance bond                | \$1,000.00            | \$0.00                  | \$1,000.00         | \$0.00                                | \$1,000.00                                  | 100%                 | \$0.00                           |                              |
| 9g          | General conditons, overhead and | \$6,746.00            | \$0.00                  | \$202.38           | \$0.00                                | \$202.38                                    | 3%                   | \$6,543.62                       |                              |
| 10          | The Lodge 126 Broadway St       | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |                      | \$0.00                           |                              |
| 10a         | Painting                        | \$1,779.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$1,779.00                       |                              |
| 10b         | Misc materials                  | \$1,000.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$1,000.00                       |                              |
| 10c         | Performance bond                | \$1,000.00            | \$0.00                  | \$1,000.00         | \$0.00                                | \$1,000.00                                  | 100%                 | \$0.00                           |                              |
| 10d         | General conditons, overhead and | \$1,287.00            | \$0.00                  | \$38.61            | \$0.00                                | \$38.61                                     | 3%                   | \$1,248.39                       |                              |
| 10e         | Allowance #2                    | \$46,500.00           | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$46,500.00                      |                              |
| 10f         | Allowance #3                    | \$3,650.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$3,650.00                       |                              |
| 10g         | Alternate #2                    | \$3,800.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$3,800.00                       |                              |
| 11          | 126 Building East 126 Broadway  | \$0.00                | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      |                      | \$0.00                           |                              |
| 11a         | Masonry                         | \$48,960.00           | \$0.00                  | \$19,584.00        | \$0.00                                | \$19,584.00                                 | 40%                  | \$29,376.00                      |                              |
| 11b         | Carpentry                       | \$3,750.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$3,750.00                       |                              |
| 11c         | Paint                           | \$1,619.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$1,619.00                       |                              |
| 11d         | Wood windows                    | \$9,645.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$9,645.00                       |                              |
| 11e         | Wood door                       | \$3,426.00            | \$0.00                  | \$0.00             | \$0.00                                | \$0.00                                      | 0%                   | \$3,426.00                       |                              |
| SUB-TOTALS  |                                 | \$380,695.00          | \$0.00                  | \$49,264.62        | \$0.00                                | \$49,264.62                                 | 13%                  | \$331,430.38                     |                              |

CONTINUATION PAGE

PROJECT: Carson Macedonia Façade APPLICATION #: 1  
 CDBG Pottawattamie County, Iowa Façade DATE OF APPLICATION: 05/21/2021  
 Rehab Project-Macedonia and Carson, Iowa PERIOD THRU: 05/21/2021  
 Payment Application containing Contractor's signature is attached. PROJECT #s: Pott County Façade

| ITEM # | WORK DESCRIPTION                | SCHEDULED AMOUNT | COMPLETED WORK          |                    | STORED MATERIALS (NOT IN D OR E) | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) | BALANCE TO COMPLETION (C-G) | RETAINAGE (If Variable) |
|--------|---------------------------------|------------------|-------------------------|--------------------|----------------------------------|--|-----------------|-----------------------------|-------------------------|
|        |                                 |                  | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD |                                  |  |                 |                             |                         |
| 11f    | Door rehab                      | \$900.00         | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 | 0%              | \$900.00                    |                         |
| 11g    | Misc materials                  | \$1,000.00       | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 | 0%              | \$1,000.00                  |                         |
| 11h    | Performance Bond                | \$1,000.00       | \$0.00                  | \$1,000.00 ✓       | \$0.00                           | \$1,000.00                             | 100%            | \$0.00                      |                         |
| 11i    | General conditons, overhead and | \$14,785.00      | \$0.00                  | \$3,548.40 ✓       | \$0.00                           | \$3,548.40                             | 24%             | \$11,236.60                 |                         |
| 12     | US Bank 113 Broadway St         | \$0.00           | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 |                 | \$0.00                      |                         |
| 12a    | Masonry                         | \$9,840.00       | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 | 0%              | \$9,840.00                  |                         |
| 12b    | Glass                           | \$1,000.00       | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 | 0%              | \$1,000.00                  |                         |
| 12c    | Misc materials                  | \$1,000.00       | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 | 0%              | \$1,000.00                  |                         |
| 12d    | Performance bond                | \$1,000.00       | \$0.00                  | \$1,000.00 ✓       | \$0.00                           | \$1,000.00                             | 100%            | \$0.00                      |                         |
| 12e    | General conditons, overhead and | \$2,452.00       | \$0.00                  | \$73.56 ✓          | \$0.00                           | \$73.56                                | 3%              | \$2,378.44                  |                         |
| 13     | 119 Building 119 Broadway St    | \$0.00           | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 |                 | \$0.00                      |                         |
| 13a    | Masonry                         | \$16,200.00      | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 | 0%              | \$16,200.00                 |                         |
| 13b    | Aluminum storefront/door        | \$12,400.00      | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 | 0%              | \$12,400.00                 |                         |
| 13c    | Carpentry                       | \$8,500.00       | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 | 0%              | \$8,500.00                  |                         |
| 13d    | Paint                           | \$3,199.00       | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 | 0%              | \$3,199.00                  |                         |
| 13e    | Misc materials                  | \$1,000.00       | \$0.00                  | \$0.00             | \$0.00                           | \$0.00                                 | 0%              | \$1,000.00                  |                         |
| 13f    | Performance bond                | \$1,000.00       | \$0.00                  | \$1,000.00 ✓       | \$0.00                           | \$1,000.00                             | 100%            | \$0.00                      |                         |
| 13g    | General conditons, overhead and | \$8,699.00       | \$0.00                  | \$0.00 ✓           | \$0.00                           | \$0.00                                 | 0%              | \$8,699.00                  |                         |
| TOTALS |                                 | \$464,670.00     | \$0.00                  | \$55,886.58        | \$0.00                           | \$55,886.58                            | 12%             | \$408,783.42                |                         |





**Omaha - Council Bluffs  
Metropolitan Area  
Planning Agency**

Pottawattamie County  
227 South 6th Street  
Council Bluffs, IA 51501

2222 Cuming St Omaha, NE 68102  
Phone: 402-444-6866 x215  
[amorales@mapacog.org](mailto:amorales@mapacog.org)

Pottawattamie County - Iowa Downtown Revitalization (Carson & Macedonia)

| Invoice Date | Invoice Number | Payment Terms | Due Date  |
|--------------|----------------|---------------|-----------|
| 8/25/2020    | 1993           | Net 30        | 9/24/2020 |

| Hours                   | Rate             | Description                | Total             |
|-------------------------|------------------|----------------------------|-------------------|
| 187                     | 50.10%<br>30.28% | <u>January - June 2020</u> |                   |
|                         |                  | Salary                     | \$5,823.02        |
|                         |                  | Payroll Additive           | \$2,917.33        |
|                         |                  | Indirect Cost              | \$2,646.58        |
|                         |                  | Advertising                | \$135.85          |
|                         |                  | Printing                   | \$20.24           |
|                         |                  | Postage                    | \$14.00           |
|                         |                  | Travel                     | \$40.82           |
| Subtotal                |                  |                            | \$11,597.84       |
| Adjust to 10% remaining |                  |                            | (\$8,931.04)      |
| <b>Total</b>            |                  |                            | <b>\$2,666.80</b> |

| Invoice Date             | & Number | Contract # 19POTT01 | \$30,000.00       |
|--------------------------|----------|---------------------|-------------------|
| 8/25/2020                | #1993    | Current Invoice     | -\$2,666.80       |
| 3/18/2020                | #1911    | Previous Invoice    | -\$8,648.68       |
| 11/12/2019               | #1733    | Previous Invoice    | -\$15,684.52      |
| <b>Remaining Balance</b> |          |                     | <b>\$3,000.00</b> |

Make all checks payable to Metropolitan Area Planning Agency

**\$2,666.80**

0040-01-6320-600-48112-000

| Grants Description | Employee full name | Hours | Employee period end date | Project ID | Project description | Account description | Amount   |            |
|--------------------|--------------------|-------|--------------------------|------------|---------------------|---------------------|----------|------------|
| 19POTT01           | Donald D. Gross    | 1.5   | 12/28/19                 | 71025      | Grant Management    | Salaries            | \$60.49  |            |
| 19POTT01           | Grant A. Anderson  | 14    | 12/28/19                 | 71025      | Grant Management    | Salaries            | \$432.32 |            |
| 19POTT01           | Donald D. Gross    | 0.5   | 1/11/20                  | 71025      | Grant Management    | Salaries            | \$20.79  |            |
| 19POTT01           | Grant A. Anderson  | 23    | 1/11/20                  | 71025      | Grant Management    | Salaries            | \$728.46 |            |
| 19POTT01           | Donald D. Gross    | 1     | 1/25/20                  | 71025      | Grant Management    | Salaries            | \$41.58  |            |
| 19POTT01           | Grant A. Anderson  | 13    | 1/25/20                  | 71025      | Grant Management    | Salaries            | \$401.44 |            |
| 19POTT01           | Grant A. Anderson  | 8     | 2/8/20                   | 71025      | Grant Management    | Salaries            | \$247.04 |            |
| 19POTT01           | Grant A. Anderson  | 4     | 2/22/20                  | 71025      | Grant Management    | Salaries            | \$123.52 |            |
| 19POTT01           | Grant A. Anderson  | 10    | 3/7/20                   | 71025      | Grant Management    | Salaries            | \$308.80 |            |
| 19POTT01           | Grant A. Anderson  | 2     | 3/21/20                  | 71025      | Grant Management    | Salaries            | \$61.76  |            |
| 19POTT01           | Grant A. Anderson  | 10    | 4/4/20                   | 71025      | Grant Management    | Salaries            | \$308.80 |            |
| 19POTT01           | Grant A. Anderson  | 20    | 4/18/20                  | 71025      | Grant Management    | Salaries            | \$617.61 |            |
| 19POTT01           | Grant A. Anderson  | 16    | 5/2/20                   | 71025      | Grant Management    | Salaries            | \$494.08 |            |
| 19POTT01           | Grant A. Anderson  | 8     | 5/16/20                  | 71025      | Grant Management    | Salaries            | \$247.04 |            |
| 19POTT01           | Grant A. Anderson  | 12    | 5/30/20                  | 71025      | Grant Management    | Salaries            | \$370.56 |            |
| 19POTT01           | Grant A. Anderson  | 16    | 6/13/20                  | 71025      | Grant Management    | Salaries            | \$494.08 |            |
| 19POTT01           | Grant A. Anderson  | 24    | 6/27/20                  | 71025      | Grant Management    | Salaries            | \$741.13 |            |
| 19POTT01           | Grant A. Anderson  | 4     | 7/11/20                  | 71025      | Grant Management    | Salaries            | \$123.52 |            |
|                    |                    |       |                          |            |                     |                     | 187      | \$5,823.02 |



**Grant Anderson/MAPA – Discussion  
and/or decision to:**

**Approve and authorize Chairman to sign  
Program Agreement between MAPA and  
Pottawattamie for Amendment 1 for  
Cities Iowa Downtown Revitalization –  
19POTT01-Pottawattamie County, Iowa  
Downtown Revitalization**

June 1, 2021

Pottawattamie County  
Attn: Andrew Moats  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501

Re: 19POTT01-Pottawattamie County, Iowa Downtown Revitalization

Mr. Moats,

Enclosed are two originals of the Program Agreement between MAPA and Pottawattamie for Amendment 1 for Cities Iowa downtown Revitalization. Please sign both agreements and return one fully executed agreements to MAPA for our records. If you have any questions, please feel free to contact me by email at [cbrownell@mapacog.org](mailto:cbrownell@mapacog.org) or by phone (402) 444-6866 x 3217.

Sincerely,



Christina Brownell  
Executive Administrator  
Encl.



CONTRACT COVER PLATE  
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Number: 19POTT01 - County of Pottawattamie County, Iowa
2. Project Number and Title: Pottawattamie County, Iowa Downtown Revitalization
3. Effective Date: July 11, 2018
4. Completion Date: December 31, 2021

CONTRACT PARTIES

5. Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, NE 68102
6. County of Pottawattamie County, Iowa  
227 South 6<sup>th</sup> Street  
Council Bluffs, Iowa 51501

ACCOUNTING DATA

7. Contract - \$30,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of Legal Review -
9. Date of MAPA Board Approval - 5/27/21
10. Date of County of Pottawattamie County Approval -

AMENDMENT TO THE AGREEMENT BETWEEN  
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
AND  
POTTAWATTAMIE COUNTY, IOWA

This amendatory agreement made and entered into as of this twenty seventh day of May, 2021 by and between Pottawattamie County, 227 South 6<sup>th</sup>, Council Bluffs, Iowa 51501 (herin called "County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herin called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the County entered into an agreement dated July 11, 2018 and,

WHEREAS, the parties to that Amendment now desire to amend the completion date as on the Contract Cover Plate of said Agreement and the Time of Performance paragraph on page 3 of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated July 11, 2018 be and is hereby amended to read as follows:

Completion Date: December 31, 2021

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated July 11, 2018 be and is hereby amended to read as follows:

5. Time of Performance. The services of the County are to commence July 11, 2018 and end December 31, 2021.

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on July 11, 2018 shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

Attest: Christina Brownell

by Carol Vinton DATE: 5/27/21  
Carol Vinton, Board Vice-Chair

POTTAWATTAMIE COUNTY, IOWA

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_  
Chair, Board of Supervisors

**Grant Anderson/MAPA – Discussion  
and/or decision to:**

**Approve and authorize Chairman to sign  
Program Agreement between MAPA and  
Pottawattamie for Amendment 3 for  
Cities Macedonia, Minden, Treynor &  
Walnut Projects – 17POTT01-  
Pottawattamie County CITIES  
Administration: Cities Macedonia,  
Minden, Treynor and Walnut Projects.**

June 1, 2021

Pottawattamie County  
Attn: Andrew Moats  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501

Re: 17POTT01-Pottawattamie County CITIES Administration: Cities Macedonia, Minden Treynor,  
and Walnut Projects

Mr. Moats,

Enclosed are two originals of the Program Agreement between MAPA and Pottawattamie for  
Amendment 3 for Cities Macedonia, Minden, Treynor & Walnut Projects. Please sign both  
agreements and return one fully executed agreements to MAPA for our records. If you have any  
questions, please feel free to contact me by email at [cbrownell@mapacog.org](mailto:cbrownell@mapacog.org) or by phone (402)  
444-6866 x 3217.

Sincerely,



Christina Brownell  
Executive Administrator  
Encl.





MAPA CONTRACT COVER PLATE  
(Amendment 3)

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA and Pottawattamie County Iowa
2. Project Number and Title: 17POTT01 – Pottawattamie County CITIES Administration  
Cities of: Macedonia, Minden, Treynor and Walnut Projects
3. Effective Date: March 15, 2017
4. Completion Date: December 31, 2021

CONTRACT PARTIES

5. Pottawattamie County  
227 South 6th Street  
Council Bluffs, IA 51501
6. The Planning Agency:  
The Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska, 68102

ACCOUNTING DATA

7. Contract - For an amount not to exceed \$ 10,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board Approval - 5/27/21
9. Date of County Approval -

AMENDMENT TO THE AGREEMENT BETWEEN  
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
AND  
POTTAWATTAMIE COUNTY, IOWA

This amendatory agreement made and entered into as of this twenty sixth day of March, 2020 by and between Pottawattamie County, 227 South 6th, Council Bluffs, Iowa 51501 (herein called "County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the County entered into an agreement dated March 15, 2017 and,

WHEREAS, the parties to that Amendment now desire to amend the completion date as on the Contract Cover Plate of said Agreement and the Time of Performance paragraph on page 3 of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated March 15, 2017 be and is hereby amended to read as follows:

Completion Date: December 31, 2021

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated March 15, 2017 be and is hereby amended to read as follows:

4. Time of Performance. The services of the County are to commence March 15, 2017 and end December 31, 2021.

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on March 15, 2017 shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF the Planning Agency and the County have executed this Contract as of the date first above written.

POTTAWATTAMIE COUNTY IOWA

Attest: \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Title

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

Attest: Christine Brunell Date 5/27/21

By Carol Vinton Date: 5/27/21  
Carol Vinton, Board Vice-Chair



**Grant Anderson/MAPA – Discussion  
and/or decision to:**

**Approve and authorize Chairman to sign  
Program Agreement between MAPA and  
Pottawattamie for Amendment for  
Avoca, Macedonia, Neola, and Treynor –  
20POTT03-Pottawattamie County CITIES  
Administration: Cities of Avoca,  
Macedonia, Neola & Treynor.**

June 1, 2021

Pottawattamie County  
Attn: Andrew Moats  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501

Re: 20POTT03-Pottawattamie County CITIES Administration: Cities of Avoca, Macedonia, Neola,  
& Treynor

Mr. Moats,

Enclosed are two originals of the Program Agreement between MAPA and Pottawattamie for Amendment for Cities Avoca, Macedonia, Neola and Treynor. Please sign both agreements and return one fully executed agreements to MAPA for our records. If you have any questions, please feel free to contact me by email at [cbrownell@mapacog.org](mailto:cbrownell@mapacog.org) or by phone (402) 444-6866 x 3217.

Sincerely,

*Christina Brownell*

Christina Brownell  
Executive Administrator  
Encl.



CONTRACT COVER PLATE  
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Number: 20POTT03 - County of Pottawattamie County, Iowa
2. Project Number and Title: 20POTT03 Pottawattamie County CITIES Administration: Cities of Avoca, Macedonia, Neola, and Treynor
3. Effective Date: April 23, 2020
4. Completion Date: April 30, 2022

CONTRACT PARTIES

5. Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, NE 68102
6. County of Pottawattamie County, Iowa  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501

ACCOUNTING DATA

7. Contract - \$10,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of Legal Review -
9. Date of MAPA Board Approval - 5/27/21
10. Date of County of Pottawattamie County Approval -

AMENDMENT TO THE AGREEMENT BETWEEN  
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
AND  
POTTAWATTAMIE COUNTY, IOWA

This amendatory agreement made and entered into as of this twenty seventh day of May, 2021 by and between Pottawattamie County, 227 South 6<sup>th</sup>, Council Bluffs, Iowa 51501 (herin called the "County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herin called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the County entered into an agreement dated April 23, 2020 and,

WHEREAS, the parties to that Amendment now desire to amend the completion date as on the Contract Cover Plate of said Agreement and the Time of Performance paragraph on page 3 of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated April 23, 2020 be and is hereby amended to read as follows:

Completion Date: April 30, 2022

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated April 23, 2020 be and is hereby amended to read as follows:

5. Time of Performance. The services of the County are to commence April 23, 2020 and end April 30, 2022.

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on April 23, 2020 shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

Attest: Christina Buronell

by Carol Vinton DATE: 5/27/21  
Carol Vinton, Board Vice-Chair

POTTAWATTAMIE COUNTY, IOWA

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_  
Chair, Board of Supervisors

**Jana Lemrick/Director, HR –  
Discussion and/or decision on:**

**Approval of the 2021-2022 Union  
Contract between Pottawattamie County  
and AFSCME Local #2364, Courthouse  
Union.**

AGREEMENT

BETWEEN

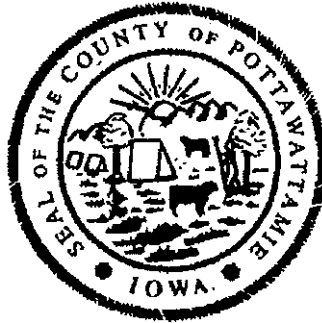
POTTAWATTAMIE COUNTY, IOWA

AND

LOCAL 2364, AMERICAN FEDERATION OF STATE,

COUNTY, AND MUNICIPAL EMPLOYEES

Courthouse Employees  
AFSCME/Iowa Council 61



July 1, 2021

to

June 30, 2022

TABLE OF CONTENTS

|  | Page |
|--|------|
| PREAMBLE                                     | 3    |
| ARTICLE 1 -Recognition                       | 3    |
| ARTICLE 2 -Intent and Purpose                | 4    |
| ARTICLE 3 -Definitions                       | 5    |
| ARTICLE 4 -Management Rights                 | 6    |
| ARTICLE 5 -Union Rights and Responsibilities | 7    |
| ARTICLE 6 -Work Stoppage                     | 9    |
| ARTICLE 7 -Hours of Work                     | 10   |
| ARTICLE 8 -Grievance Procedure               | 11   |
| ARTICLE 9 -Health and Safety                 | 14   |
| ARTICLE 10-Wages                             | 15   |
| ARTICLE 11-General Provisions                | 16   |
| ARTICLE 12-Effective Period                  | 18   |
| Appendix A-Wage Schedule                     |      |

**Preamble**

THIS AGREEMENT is executed by Pottawattamie County, Iowa, hereinafter called “Employer”, and Local 2364, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called “Union”.

**ARTICLE 1**  
**Recognition**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining representative for those employers of Pottawattamie County, Iowa, in the following bargaining unit established pursuant to Order of Certification dated May 3, 1994, in PERB Case No. 5020 and amended to-wit:

**INCLUDED:** Full and part-time employees in the County Attorney, Planning & Development, Auditor, Recorder, Building & Grounds, Treasurer and Mental Health departments which have incumbents in the following job classifications:

|                           |                            |
|---------------------------|----------------------------|
| Receptionist              | Maintenance Worker I       |
| Secretary                 | Maintenance Worker II      |
| Secretary II              | Maintenance Worker III     |
| Administrative Assistant  | Recycling Attendant        |
| Clerk I                   | Custodian                  |
| Clerk II                  | Account Clerk II           |
| Account Clerk I           | Legal Assistant            |
| Tax and Deed Specialist I | Tax and Deed Specialist II |

**EXCLUDED:** County Attorney, Chief Deputy County Attorney, Assistant County Attorney, Attorney, County Auditor, First and Second Deputies in the Auditor’s, Recorder’s and Treasurer’s offices, Payroll/Benefit Specialist, Building & Grounds Superintendent, Director of Planning & Development, County Recorder, County Treasurer and all other employees excluded by Section 4 of the Act, and including or excluding those employees added or deleted to the bargaining unit by the Employment Relations Board during the effective period of this Agreement.



**ARTICLE 2**  
**Intent and Purpose**

**Section 1.** The Employer, the Union and the employees, recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Pottawattamie County.

**Section 2.** The Employer, the Union and the employees, further recognize and declare their mutual desire to promote harmonious relationships among the parties covered by this Agreement, to establish equitable and peaceful procedures for the resolution of grievances, and to assure the effective and efficient operation of Pottawattamie County.

**ARTICLE 3**  
**Definitions**

**Section 1.** A full-time employee is an individual who is hired for a period of forty (40) hours per week, or more.

**Section 2.** Appointing authority is defined as County officials who have the authority to appoint individuals to positions in the County service.

**Section 3.** A regular employee is an employee, other than a temporary employee, who has completed the introductory period.

**Section 4.** Except where the context clearly indicates otherwise, the word “employee” when used in this Agreement, shall be limited to mean “regular” employee.

**Section 5.** Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

**Section 6.** Union, as referred to in this Agreement, shall mean Local 2364 of the American Federation of State, County and Municipal Employees, AFL-CIO.

**Section 7.** Employer, as referred to in this Agreement, shall mean Pottawattamie County, Iowa, acting through its Board of Supervisors, elected officials or other persons designated by the Board of Supervisors to act on its behalf.

**Section 8.** Bargaining unit shall refer to the regular employees within the eligible job classifications pursuant to the Order of Certification in Case No. 5020 of the Iowa Public Employment Relations Board, as it may be amended from time to time.

**Section 9.** Board, as referred to in this Agreement, shall mean the Pottawattamie County Board of Supervisors.

**Section 10.** County, as referred to in this Agreement shall mean Pottawattamie County, Iowa.

**ARTICLE 4**  
**Management Rights**

**Section 1.** In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively and without limitation to the Employer, to-wit:

- a) The right to manage the Employer's operations and to direct the working force;
- b) The right to hire employees;
- c) The right to maintain order and efficiency;
- d) The right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- e) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- f) The right to create, modify and terminate departments, job classifications and job duties;
- g) The right to transfer, promote and demote employees;
- h) The right to discipline; and the right to suspend or discharge employees for proper cause;
- i) The right to lay off;
- j) The right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work and the number of persons to be employed by the Employer at any time;
- k) The right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

**Section 2.** The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

**ARTICLE 5**  
**Union Rights and Responsibilities**

**Section 1.** The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- a) That it will cooperate with the Employer and supports its efforts to assure a full and fair day's work on the part of its employees;
- b) That it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) That it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union and the public.

**Section 2.** The Employer will not interfere with the rights of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation, in Union affairs and activities. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

**Section 3.** For the purpose of conducting Union business, the Employer agrees that a duly authorized representative of the Union may have access to the Employer's premises at reasonable times during working hours with the prior consent of the supervisor. Such visits shall not interfere with the performance of the job duties of any employee.

**Section 4.** The Employer agrees to furnish and maintain one bulletin board or portions of bulletin boards, in convenient places in County offices to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

**Section 5.** The Employer may permit a limited amount of legitimate Union activity, including new employee union orientation, by local Union representatives, provided that such activity does not interfere with the performance of the job duties of any employee or cause any employee to be away from his assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. New employee union orientation will take place within the first two weeks of employment with the local union president or designee. When circumstances allow, the local Union representative shall request the amount of time off needed to conduct union activities, one (1) work day in advance. The request shall be made to the employee's immediate supervisor. The names of such authorized representatives shall be supplied to the Board of Supervisors, County Attorney, County Auditor, County Recorder and County Treasurer

in writing and updated as changes occur.

**Section 6.** The Employer agrees that if negotiation meetings are mutually agreed upon to take place during working hours, the Employer will allow one employee from each department represented time off to attend such meetings without loss of pay.

**ARTICLE 6**  
**Work Stoppage**

**Section 1.** The Employer agrees that during the term of this agreement, it will not engage in any lockout of its employees.

**Section 2.** The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

**Section 3.** No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

**Section 4.** In the event of a violation of Section 3 of this Article or of Section 12 of the Act by the employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

**Section 5.** In the events of a violation of any section above, all legal censures of the Act shall apply.

**ARTICLE 7**  
**Hours of Work**

Work schedules are defined as an employee's assigned hours, day of week, days off and shift rotations. Schedule changes shall not be made for the purpose of avoiding overtime. Except for emergency situations, work schedules shall not be changed unless said changes are posted seven (7) days prior to the effective date of change. Such changes shall be made for the purpose of more effectively or economically carrying out the Employer's mission.

**ARTICLE 8**  
**Grievance Procedure**

It is the policy of Pottawattamie County that employees should have an opportunity to present their employment-related complaints and to appeal adverse employment related decisions through a grievance procedure. The County will attempt to resolve promptly all disputes that are appropriate for handling under this policy.

Comments:

- (1) An appropriate grievance is defined as an employee's expressed dissatisfaction concerning any interpretation or application of an employment-related policy by their Department Head, immediate supervisor, or other employees. Examples of matters that may be considered appropriate grievances under this policy include:
  - (a) A belief that County policies, practices, rules, regulations, or procedures have been applied inconsistently to an employee;
  - (b) Treatment considered unfair by an employee;
  - (c) Alleged discrimination, for example, because of race, color, sex, sexual orientation, gender identity, age, religion, national origin, marital status, or disability; and
  - (d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, performance review, salary, or seniority.
- (2) Grievances shall be presented in writing on a form provided by the employer. The grievance will be processed until the employee is satisfied, does not file a timely appeal, or exhausts the right of appeal under the policy. A decision becomes binding on all parties whenever an employee does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists. Time frames may be extended if agreed to by both parties.
- (3) Employees who believe they have an appropriate grievance should proceed as follows:
  - (a) Step One — Promptly bring the complaint to the attention of the immediate supervisor within seven (7) calendar days from the date the action took place to cause the grievance. If the grievance involves the supervisor, then the employee may proceed directly to



Step Two. The supervisor, if authorized should investigate the complaint or attempt to resolve it, and give a decision to the employee within seven (7) calendar days. The supervisor should prepare a written and dated summary of the grievance and proposed resolution for the employee's personnel file. If the employee is not satisfied with the response of the supervisor, the employee may proceed to Step Two.

- (b) Step Two — Appeal the decision to the Department Head, if dissatisfied with the supervisor's decision, or initiate the procedure with the Department Head if Step One has been bypassed. This appeal must be made within seven (7) calendar days using the grievance form provided for this purpose. The Department Head will, in a timely fashion, confer with the employee, the supervisor, and any other employees considered appropriate; investigate the issues; and communicate a decision in writing to all the parties involved within seven (7) calendar days. If the employee is not satisfied with the response of the Department Head, the employee may proceed to Step Three.
  - (c) Step Three — Appeal the decision to the Board of Supervisors. This appeal must be made within seven (7) working days from the date a decision was rendered in Step One or Two. The Board of Supervisors will schedule an appeal hearing and will take the necessary steps to review and investigate the grievance. The Board of Supervisors will issue a written, final, and binding decision within seven (7) calendar days from the date of the hearing.
- (4) Final decisions on grievances will not be precedent-setting or binding on future grievances unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date the action took place to cause the grievance
  - (5) Information concerning an employee grievance should be confidential. Supervisors, Department Heads, and others who investigate a complaint may discuss it only with those individuals who have a need to know about it or who are needed to supply necessary background information or advice.
  - (6) Time spent by employees in grievance discussions with their Supervisor or Department Head during their normal working hours will be considered hours worked for pay purposes.
  - (7) Employees will not be penalized for the proper use of the grievance procedure. However, it is not considered proper use if an employee raises complaints in bad faith or solely for the purposes of delay or harassment or repeatedly raises merit less disputes. Implementation of the grievance procedure by an employee does

not limit the right of the County to proceed with any disciplinary action that is not in retaliation for the use of the grievance procedure. In addition, employees, supervisors and Department Heads are prohibited from retaliating against an employee who properly uses the grievance procedure.

- (8) The County may, at its discretion, refuse to proceed with any dispute it determines is improper under this policy. Further, this policy does not alter the employment-at-will relationship in any way.

**ARTICLE 9**  
**Health and Safety**

No employee shall be required to perform work which they reasonably believe to be a hazard to their health or safety or that of any other employee, or for which they are inadequately trained. In cases where the employer disputes the existence of a hazard, the employee shall have the right to continue to refuse the work in question until the dispute has been settled through the grievance procedure.

## ARTICLE 10

### Wages

**Section 1.** Employees shall be compensated in accordance with the wage schedules attached hereto marked Appendix A, herein incorporated by this reference.

Effective July 1, 2021, all employees whose job classifications are represented by the Union, who are not on the step and grade, will receive a 2.5% wage increase.

**Section 2.** The same compensation shall continue from year to year during the effective period of this agreement unless the party seeking modification shall cause a written notice to be served on the other party not later than October 1, of the year prior to the time when modification is desired. Accordingly, if a change in compensation is requested for the fiscal year beginning July 1st, notice must be given prior to October 1st.

**Section 3.** Employees shall be issued their paychecks bi-weekly on the Friday of the appropriate week. In the event that such Friday is a holiday, employees shall be issued their paychecks on the day immediately preceding such Friday which is not a holiday.

**Section 4.** Employees hired after July 1, 2005 are required to have direct deposit of the employees bi-weekly paycheck and an electronic paystub will be sent to them via email or U.S. mail.

For those hired prior to July 1, 2005, the employee may have the option of direct deposit. Employees who choose direct deposit may have their pay stub emailed to them or sent to them via U.S. mail. Employees who do not direct deposit their paycheck may pick their paycheck up from the Auditor's office on paydays or they may choose to have their paycheck delivered to them via U.S. mail.

**Section 6.** Employees who are eligible for step increases shall receive the step increase effective July 1, 2021.

## **ARTICLE 11**

### **General Provisions**

**Section 1.** This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

**Section 2.** In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the Employer and the Union may agree to negotiate a substitute for the invalidated Article, section or portion thereof.

**Section 3.** This agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore the County and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 4.** When existing rules, new rules and/or new or existing policies are changed or are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive days before becoming effective. These work rules shall be reasonable and not conflict with any of the provisions of this Agreement. The Union shall initial the posting of rules and policies for notification purposes only.

**Section 5.** An employee or their designated representative, with written permission of the employee, shall have access to any material entered into the employee's personnel file by the Employer. In order to review the employee's personnel file, the employee or their designated representative must schedule an appointment with the Auditor's Office. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

**Section 6.** A committee will be set up for meeting quarterly to discuss issues of concern to both the employees and the Employer. The committee will consist of eight (8) members, four (4) members selected by the Union and four (4) members selected by the Employer. The purpose of this committee shall be to afford both labor and management a forum in which to communicate on items that may be of interest to both parties. The committees are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representative will be in pay status for all time spent in Labor Relations Committee meetings which are held during their regularly scheduled

hours of employment.

**Section 7.** If an employee is requested to work in a higher rated job classification for a period exceeding five (5) consecutive working days, he/she shall receive at least the minimum hourly rate for the higher rate job classification effective on the sixth (6th) day that he/she so works, and shall be returned to his/her regular rate of pay upon completion of his/her temporary assignment.

**Section 8.** Time clocks may be used by departments located within the County Courthouse. The usage of time clocks shall be at the discretion of the department head. Upon request to the department head, employees and union representatives will be allowed to review time cards and corresponding payroll sheets submitted to the Auditor's office.



**ARTICLE 12**  
**Effective Period**

**Section 1.** This agreement shall be effective July 1, 2021, and shall remain in full force and effect through June 30, 2021.

**Section 2.** This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than October 1, of each year that it wishes to modify this agreement.

**Section 3.** This agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL #2364, COURTHOUSE

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Chairman

BY: \_\_\_\_\_  
Member

BY: \_\_\_\_\_  
Member

BY: \_\_\_\_\_  
Member

BY: \_\_\_\_\_  
Member

BY: \_\_\_\_\_  
AFSCME/IA Council 61

BY: \_\_\_\_\_  
Member

BY: \_\_\_\_\_  
County Negotiator

BY: \_\_\_\_\_  
Member

| Appendix A                            |  | POTTAWATTAMIE COUNTY AFSCME - COURTHOUSE |                       |                       |                       |                       | SALARY SCHEDULE       |                       |                       |                        |                         | UNION |  |  |  |  |
|---------------------------------------|--|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|-------------------------|-------|--|--|--|--|
| July 1, 2021                          |  |  |                       |                       |                       |                       |                       |                       |                       |                        |                         |       |  |  |  |  |
| Step increases effective July 1, 2021 |  |  |                       |                       |                       |                       |                       |                       |                       |                        |                         |       |  |  |  |  |
|                                       | STEP 1<br>START  | STEP 2<br>END 1 YEAR                     | STEP 3<br>END 2 YEARS | STEP 4<br>END 3 YEARS | STEP 5<br>END 4 YEARS | STEP 6<br>END 5 YEARS | STEP 7<br>END 6 YEARS | STEP 8<br>END 7 YEARS | STEP 9<br>END 8 YEARS | STEP 10<br>END 9 YEARS | STEP 11<br>END 10 YEARS |       |  |  |  |  |
| GRADE 7                               | 15.3285070   | 15.7117197                               | 16.1045127            | 16.5071255            | 16.9198036            | 17.3427987            | 17.7763687            | 18.2207779            | 18.6762974            | 19.1432048             | 19.6217849              |       |  |  |  |  |
| GRADE 8                               | Custodian  |  |                       |                       |                       |                       |                       |                       |                       |                        |                         |       |  |  |  |  |
|                                       | 15.7542500   | 16.1481063                               | 16.5518089            | 16.9656041            | 17.3897442            | 17.8244878            | 18.2701000            | 18.7268525            | 19.1950238            | 19.6748994             | 20.16677193             |       |  |  |  |  |
| GRADE 9                               | 16.2176607   | 16.6231022                               | 17.0386798            | 17.4646468            | 17.9012629            | 18.3487945            | 18.8075144            | 19.2777022            | 19.7596448            | 20.2536359             | 20.7599768              |       |  |  |  |  |
| GRADE 10                              | Recycling Center Operator  |  |                       |                       |                       |                       |                       |                       |                       |                        |                         |       |  |  |  |  |
|                                       | 16.6884615   | 17.2048077                               | 17.7370192            | 18.2860577            | 18.8519231            | 19.4350962            | 20.0177885            | 20.6182692            | 21.2365385            | 21.8735577             | 22.5293269              |       |  |  |  |  |
| GRADE 11                              | Animal Control Officer I   |  |                       |                       |                       |                       |                       |                       |                       |                        |                         |       |  |  |  |  |
|                                       | 17.1819551   | 17.6115040                               | 18.0517916            | 18.5030863            | 18.9656635            | 19.4398051            | 19.9258002            | 20.4239452            | 20.9345438            | 21.4579074             | 21.9943551              |       |  |  |  |  |
| GRADE 12                              | Treasurer Clerk, Clerk II-Recorder, Clerk II-BOH, PT Clerk II-Planning, Clerk II-Elections |  |                       |                       |                       |                       |                       |                       |                       |                        |                         |       |  |  |  |  |
|                                       | 17.6607500   | 18.1022688                               | 18.5548255            | 19.0186961            | 19.4941635            | 19.9815176            | 20.4810555            | 20.9930819            | 21.5179090            | 22.0558567             | 22.6072531              |       |  |  |  |  |
| GRADE 13                              | Certified Animal Control Officer   |  |                       |                       |                       |                       |                       |                       |                       |                        |                         |       |  |  |  |  |
|                                       | 18.2213881   | 18.6769228                               | 19.1438459            | 19.6224420            | 20.1130031            | 20.6158281            | 21.1312239            | 21.6595044            | 22.2009921            | 22.7560169             | 23.3249173              |       |  |  |  |  |
| GRADE 14                              | 18.7724117   | 19.2417220                               | 19.7227650            | 20.2158342            | 20.7212300            | 21.2392608            | 21.7702423            | 22.3144983            | 22.8723608            | 23.4441698             | 24.0302741              |       |  |  |  |  |
| GRADE 15                              | Account Clerk II, Account Clerk-Recorder   |  |                       |                       |                       |                       |                       |                       |                       |                        |                         |       |  |  |  |  |
|                                       | 19.3827500   | 19.8673188                               | 20.3640017            | 20.8731018            | 21.3949293            | 21.9298025            | 22.4780476            | 23.0399988            | 23.6159988            | 24.2063987             | 22.6072531              |       |  |  |  |  |
| GRADE 16                              | Maintenance Worker, Environmental Health Inspector I                                       |  |                       |                       |                       |                       |                       |                       |                       |                        |                         |       |  |  |  |  |
|                                       | 19.9465000   | 20.4451625                               | 20.9562916            | 21.4801989            | 22.0172038            | 22.5676339            | 23.1318248            | 23.7101204            | 24.3028734            | 24.9104452             | 25.5332064              |       |  |  |  |  |
| GRADE 17                              | 20.5632425   | 21.077324                                | 21.6042567            | 22.144363             | 22.697972             | 23.265421             | 23.847057             | 24.4432334            | 25.054314             | 25.680672              | 26.3226889              |       |  |  |  |  |
| GRADE 18                              | 21.1768834   | 21.7063054                               | 22.2489631            | 22.8051871            | 23.3753168            | 23.9596997            | 24.5586922            | 25.1726595            | 25.8019760            | 26.4470254             | 27.1082011              |       |  |  |  |  |

\*Note - Figures have been rounded for the purpose of this document.  
Official hourly wage rates are calculated by the Auditor's office/Payroll Division

**Jana Lemrick/Director, HR –  
Discussion and/or decision on:**

**Approval of the 2021-2022 Union  
Contract between Pottawattamie County  
and AFSCME Local #2364, Roads**

AGREEMENT

BETWEEN

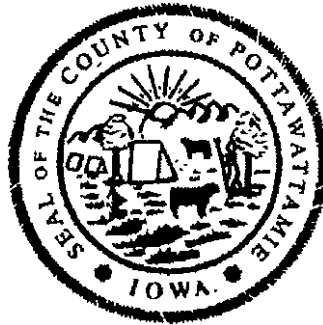
POTTAWATTAMIE COUNTY, IOWA

AND

LOCAL 2364, AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES

ROADS EMPLOYEES

AFSCME/IOWA COUNCIL 61



JULY 1, 2021

TO

JUNE 30, 2022

## TABLE OF CONTENTS

|   | Page |
|---|------|
| PREAMBLE                                      | 3    |
| ARTICLE 1 – Recognition                       | 3    |
| ARTICLE 2 - Intent and Purpose                | 3    |
| ARTICLE 3 – Definitions                       | 4    |
| ARTICLE 4 - Management Rights                 | 5    |
| ARTICLE 5 - Union Rights and Responsibilities | 6    |
| ARTICLE 6 - Work Stoppage                     | 9    |
| ARTICLE 7 – Seniority                         | 10   |
| ARTICLE 8 – Health and Safety                 | 12   |
| ARTICLE 9- Grievance Procedures               | 14   |
| ARTICLE 10 - Wages                            | 15   |
| ARTICLE 11 - General Provisions               | 16   |
| ARTICLE 12- Effective Period                  | 17   |
| Appendix A-Wage Schedule                      |      |

**PREAMBLE**

THIS AGREEMENT is executed by Pottawattamie County, Iowa, hereinafter called “Employer”, and Local 2364, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called “union”.

**ARTICLE I**  
**Recognition**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Pottawattamie County, Iowa, in the following bargaining unit established pursuant to Order of Certification dated November 9, 1976 in PERB case No. 742 and as amended pursuant to Amendment of Bargaining Unit and Certification dated April 29, 2010 in PERB Case No. 8234 to-wit;

**INCLUDED:** Truck Driver/Laborer, Tractor/Trailer Driver, Equipment Operator, Crew Leader, Mechanic, Sign, Engineering, Inventory Tech I, II, II, Roadside Tech I, II, II and Bridge Tech I, II, III.

**EXCLUDED:** County Engineer, Assistant Engineer I, II, Assistant to the Engineer, Office Manager, Office Assistant, Foreman, Project Manager I, II and all other persons excluded by Section 4 of the Act, and including or excluding those employees added or deleted to the bargaining unit by the Employment Relations Board during the effective period of this Agreement.

**ARTICLE II**  
**Intent and Purpose**

**Section 1.** The Employer, the Union and the employees, recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Pottawattamie County

**Section 2.** The Employer, the Union and the employees, further recognize and declare their mutual desire to promote harmonious relationships among the parties covered by this Agreement, and to assure the effective and efficient operations of Pottawattamie County.



**ARTICLE III**  
**Definitions**

**Section 1.** Part-time employees and temporary employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as permanent employees and therefore successfully complete one hundred (120) consecutive days of service.

**Section 2.** A probationary employee is one who has not completed six (6) months of continuous service as a permanent employee with the Employer. During the probationary period, such employee may be discharged by the Employer without cause or explanation; any such discharge shall not be subject to grievance.

**Section 3.** A regular employee is an employee, other than a temporary employee or part-time employee, who has completed the probationary period.

**Section 4.** Except where the context clearly indicates otherwise, the word “employee” when used in this Agreement, shall be limited to mean “regular” employee.

**Section 5.** Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

**Section 6.** Union, as referred to in this Agreement shall mean Local 2364 of the American Federation of State, County and Municipal Employees, AFL-CIO.

**Section 7.** Employer, as referred to in this Agreement, shall mean Pottawattamie County, Iowa, acting through its Board of Supervisors, or other persons designated by the Board of Supervisors to act on its behalf.

**Section 8.** Bargaining unit shall refer to the regular employees within the eligible job classifications pursuant to the Order of Certification in Case no. 742 of the Iowa Public Employment Relations Board, as it may be amended from time to time.

**ARTICLE IV**  
**Management Rights**

**Section 1.** In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and terminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to discipline; and the right to suspend or discharge employees for proper cause;
- j) the right to lay off;
- k) the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer to any time;
- l) the right to enforce and require employees to observe rules and regulations set forth by the Employer;

Provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

**Section 2.** The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

**ARTICLE V**  
**Union Rights and Responsibilities**

**Section 1.** The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

**Section 2.** The Employer will not interfere with the rights of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation, in Union affairs and activities. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

**Section 3.** For purposes of conducting Union business, the Employer agrees that a duly authorized representative of the Union may have access to the Employer's premises at reasonable times during working hours with the prior consent of the supervisor. Such visits shall not interfere with the performance of the job duties of any employee.

**Section 4.** The Employer agrees to furnish bulletin boards or portions of bulletin boards, in convenient places at County shops, and at the County Engineer's Office, to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

**Section 5.** The Employer may permit a limited amount of legitimate Union activity including new employee union orientation, by local Union representatives, provided that such activity does not interfere with the performance of the job duties of any employee or cause any employee to be away from his assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. New employee union orientation will take place within the first two (2) weeks of employment. The names of such authorized representatives shall be supplied to the Employer in writing and updated as changes occur.

**Section 6.** The Employer agrees that if negotiation meetings are mutually agreed upon to take place during working hours the Employer will allow two employees, or more if mutually agreed upon, time off to attend such meetings without loss of pay.

**Section 7.** Labor Management Committee:

The parties agree to establish a Labor Management Committee comprised of three (3) representatives of the employer and three (3) representatives of the bargaining unit. Labor Management committee meetings shall include, but not be limited to, the areas of discussion set forth below. Such meetings shall be held once every month unless mutually agreed otherwise. Items to be included in the agenda for the aforementioned Labor Management meetings are to be exchanged at least five (5) days in advance of the scheduled dates of the meeting if at all possible and practicable.

The purpose of the Labor Management Committee shall be:

1. To discuss the administration of this Agreement;
2. To provide an opportunity to express views or to make suggestions on subjects of interest to the employees;
3. To amicably resolve disputes or problems before recourse to the grievance process.
4. To train employees on the contract. Training shall occur the last quarter of the expiring contract, or prior to the new contract effective date.

**ARTICLE VI**  
**Work Stoppage**

**Section 1.** The Employer agrees that during the term of this agreement, it will not engage in any lockout of its employees.

**Section 2.** The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

**Section 3.** No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

**Section 4.** In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

**Section 5.** In the event of a violation of any section above, all legal censures of the Act shall apply.

**ARTICLE VII**  
**Seniority**

**Section 1.** Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire.

**Section 2.** New employees shall be added to the seniority list from their date of hire after completing the probationary period.

**Section 3.** The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards on an annual basis. A copy of the seniority list shall be made available upon request by the Union. Any protest as to the correctness of the list must be made in writing to the Employer within ten (10) working days.

**Section 4.** Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason; is discharged for just cause, is absent from work for three (3) consecutive working days without notification to and authorization from the Employer; is laid off for a period exceeding twelve (12) months or the employee's seniority, whichever is lesser; is on layoff and fails to report to work within the time period set out in the Article on Procedures for Staff Reduction; or fails to report to work on the next scheduled work day at the completion of a leave of absence.

**Section 5.** An employee promoted from the bargaining unit shall retain but shall not continue to accrue seniority.

**Section 6.** If a vacancy occurs or a new job is created in the bargaining unit other than a temporary vacancy or job, or if a vacancy or new job is anticipated by the Employer, then the Employer shall post such job for a period of five (5) working days, during which time employees may apply for the job. The application shall be in writing and submitted to the County Engineer's Office.

In making the selection, the Employer shall consider the applicant's qualifications and ability to perform. Seniority will be taken into consideration in the event applicants have the same qualification and ability to perform. If qualifications and ability to perform are equal, the seniority shall govern. However, in the event that no employee applicant is qualified for the job, the Employer reserves the right to select a person from outside the unit.

**Section 7.** It is the right of the Employer to determine when a job is vacant and when it will be filled.

**Section 8.** When the Employer eliminates or abolishes a position, the displaced employee shall be permitted to bump any employee with less seniority in his/her job classification, or any job classification formerly held by the displaced employee, or any lower classification, provided he/she has more seniority, is qualified and able to perform the work available.

**ARTICLE VIII**  
**Health and Safety**

**Section 1. Safety & Health Committee**

Recognizing the need to provide a safe and healthful workplace, the parties agree to establish a joint Safety/Health Committee which shall meet monthly, unless mutually agreed to otherwise, and for the purposes of identifying, avoiding or correcting unsafe or unhealthy working conditions or practices. The Committee shall be comprised of three (3) representatives chosen by the employer and three (3) representatives chosen by the bargaining unit.

The Committee shall:

- A. Make personal inspections, participate in government inspections, and investigate complaints concerning allegations of unsafe or unhealthy conditions or practices.
- B. Promote educational training, safety and certification programs which will motivate adoption of safe working habits.
- C. Review injury, accident, and inspection reports for unsafe and unhealthy patterns of a certain nature or work location.

Where, following, such meetings, agreement is reached as to the existence of an unsafe or unhealthy working condition, the Employer shall attempt to correct it within a reasonable time period.

**Section 2.** The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements relating thereto.

**Section 3. Tools & Equipment**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

**Section 4. Personal Protective Equipment**

The Employer shall provide Personal Protective Equipment (PPE) as required by law to include but not be limited to; welding helmets, welding gloves, non-prescription safety glasses, face shields, Hi-Vis Class II vests, chemical aprons, chemical resistant gloves, ear plugs, hard hats, hard hat liners, fall protection and chainsaw chaps.

**Section 5. Physical**

If the Employer requires an employee to obtain a physical examination, the cost of the examination shall be provided by the Employer. Employees hired after July 1, 2011, who are required to maintain a commercial driver's license (CDL) shall be required to successfully pass a pre-employment DOT physical with medical card and maintain it throughout the course of their employment with the County. The employer shall pay the cost of the DOT medical card physicals.

**Section 6. Right to Refuse Work**

No employee shall be required to perform work which they reasonably believe to be a hazard to their health or safety or that of any other employee, or for which they may be inadequately trained. In cases where the



employer disputes the existence of a hazard, the employee shall have the right to continue to refuse the work in question until the dispute has been settled through the County grievance procedure.

**ARTICLE IX**  
**Grievance Procedure**

It is the policy of Pottawattamie County that employees should have an opportunity to present their employment-related complaints and to appeal adverse employment related decisions through a grievance procedure. The County will attempt to resolve promptly all disputes that are appropriate for handling under this policy.

Comments:

(1) An appropriate grievance is defined as an employee's expressed dissatisfaction concerning any interpretation or application of an employment-related policy by their Department Head, immediate supervisor, or other employees. Examples of matters that may be considered appropriate grievances under this policy include:

- (a) A belief that County policies, practices, rules, regulations, or procedures have been applied inconsistently to an employee;
- (b) Treatment considered unfair by an employee;
- (c) Alleged discrimination, for example, because of race, color, sex, sexual orientation, gender identity, age, religion, national origin, marital status, or disability; and
- (d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, performance review, salary, or seniority.

(2) Grievances shall be presented in writing on a form provided by the employer. The grievance will be processed until the employee is satisfied, does not file a timely appeal, or exhausts the right of appeal under the policy. A decision becomes binding on all parties whenever an employee does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists. Time frames may be extended if agreed to by both parties.

(3) Employees who believe they have an appropriate grievance should proceed as follows:

- (a) Step One — Promptly bring the complaint to the attention of the immediate supervisor within seven (7) calendar days from the date the action took place to cause the grievance. If the grievance involves the supervisor, then the employee may proceed directly to Step Two. The supervisor, if authorized should investigate the complaint or attempt to resolve it, and give a decision to the employee within seven (7) calendar days. The supervisor should prepare a written and dated summary of the grievance and proposed resolution for the employee's personnel file. If the employee is not satisfied with the response of the supervisor, the employee may proceed to Step Two.

- (b) Step Two — Appeal the decision to the Department Head, if dissatisfied with the supervisor’s decision, or initiate the procedure with the Department Head if Step One has been bypassed. This appeal must be made within seven (7) calendar days using the grievance form provided for this purpose. The Department Head will, in a timely fashion, confer with the employee, the supervisor, and any other employees considered appropriate; investigate the issues; and communicate a decision in writing to all the parties involved within seven (7) calendar days. If the employee is not satisfied with the response of the Department Head, the employee may proceed to Step Three.
  
- (c) Step Three — Appeal the decision to the Board of Supervisors. This appeal must be made within seven (7) working days from the date a decision was rendered in Step One or Two. The Board of Supervisors will schedule an appeal hearing and will take the necessary steps to review and investigate the grievance. The Board of Supervisors will issue a written, final, and binding decision within seven (7) calendar days from the date of the hearing.

(4) Final decisions on grievances will not be precedent-setting or binding on future grievances unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date the action took place to cause the grievance.

(5) Information concerning an employee grievance should be confidential. Supervisors, Department Heads, and others who investigate a complaint may discuss it only with those individuals who have a need to know about it or who are needed to supply necessary background information or advice.

(6) Time spent by employees in grievance discussions with their Supervisor or Department Head during their normal working hours will be considered hours worked for pay purposes.

(7) Employees will not be penalized for the proper use of the grievance procedure. However, it is not considered proper use if an employee raises complaints in bad faith or solely for the purposes of delay or harassment or repeatedly raises merit less disputes. Implementation of the grievance procedure by an employee does not limit the right of the County to proceed with any disciplinary action that is not in retaliation for the use of the grievance procedure. In addition, employees, supervisors and Department Heads are prohibited from retaliating against an employee who properly uses the grievance procedure.

(8) The County may, at its discretion, refuse to proceed with any dispute it determines is improper under this policy. Further, this policy does not alter the employment-at-will relationship in any way.

**ARTICLE X**  
**Wages**

**Section 1.** Employees shall be compensated in accordance with the wage schedules attached hereto marked Appendix "A", herein incorporated by this reference.

Effective July 1, 2021, all employees represented by the Union who are not on the step and grade, will receive a 2.5% wage increase.

**Section 2.** The same compensation shall continue from year to year during the effective period of this agreement unless the party seeking modification shall cause a written notice to be served on the other party not later than October 1, of the year prior to the time when modification is desired. Accordingly, if a change in compensation is requested for the fiscal year beginning July 1st, notice must be given prior to October 1st.

**Section 3.** Employees shall be issued their paychecks bi-weekly on the Friday of the appropriate week. In the event that such Friday is a holiday, employees shall be issued their paychecks on the day immediately preceding such Friday which is not a holiday.

**Section 4.** Employees hired after July 1, 2005 are required to have direct deposit of the employees bi-weekly paycheck and an electronic paystub will be sent to them via email or U.S. mail.

For those hired prior to July 1, 2005, the employee may have the option of direct deposit. Employees who choose direct deposit may have their pay stub emailed to them or sent to them via U.S. mail. Employees who do not direct deposit their paycheck may pick their paycheck up from the Auditor's office on paydays or they may choose to have their paycheck delivered to them via U.S. mail.

**Section 5.** Employees who are eligible for step increases shall receive the step increase effective July 1, 2021.

**ARTICLE XI**  
**General Provisions**

**Section 1.** This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

**Section 2.** In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the Employer and the Union may agree to negotiate a substitute for the invalidated Article, section or portion thereof.

**Section 3.** This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore the County and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XII**  
**Effective Period**

**Section 1.** This agreement shall be effective July 1, 2021 and shall remain in full force and effect through June 30, 2022.

**Section 2.** This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than October 1, of each year that it wished to modify this agreement.

**Section 3.** The first bargaining session shall be held not later than October 15<sup>th</sup> of each year, at which time the employee organization shall present its bargaining position. The initial bargaining position shall include the substance of the modifications and the specific language with which such desired modification are to be expressed.

**Section 4.** This agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL #2364

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
PRESIDENT

BY: \_\_\_\_\_  
CHAIRMAN

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_  
AFSCME/IA Council 61

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_  
COUNTY NEGOTIATOR

BY: \_\_\_\_\_  
MEMBER

| POTTAWATTAMIE COUNTY SECONDARY ROADS      |  |                      | SALARY SCHEDULE       |                       |                       |                       | UNION                 |                       |                       |                        |
|---|--|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|
| EFFECTIVE: July 1, 2021                   |  |                      |                       |                       |                       |                       |                       |                       |                       |                        |
| All step increases effective July 1, 2021 |  |                      |                       |                       |                       |                       |                       |                       |                       |                        |
|   | STEP 1<br>START  | STEP 2<br>END 1 YEAR | STEP 3<br>END 2 YEARS | STEP 4<br>END 3 YEARS | STEP 5<br>END 4 YEARS | STEP 6<br>END 5 YEARS | STEP 7<br>END 6 YEARS | STEP 8<br>END 7 YEARS | STEP 9<br>END 8 YEARS | STEP 10<br>END 9 YEARS |
| GRADE 2                                   | Truck Driver/Laborer                                       |                      |                       |                       |                       |                       |                       |                       |                       |                        |
| YEARLY                                    | \$ 44,537.56   | \$ 45,651.00         | \$ 46,792.28          | \$ 47,962.08          | \$ 49,161.14          | \$ 50,390.16          | \$ 51,649.92          | \$ 52,941.17          | \$ 54,264.69          | \$ 55,621.31           |
| BI-WEEKLY                                 | \$ 1,706.42  | \$ 1,749.08          | \$ 1,792.81           | \$ 1,837.63           | \$ 1,883.57           | \$ 1,930.66           | \$ 1,978.92           | \$ 2,028.40           | \$ 2,079.11           | \$ 2,131.08            |
| HOURLY                                    | \$ 21.3302500  | \$ 21.8635063        | \$ 22.4100939         | \$ 22.9703463         | \$ 23.5446049         | \$ 24.1332200         | \$ 24.7365505         | \$ 25.3549643         | \$ 25.9888384         | \$ 26.6385594          |
| GRADE 4                                   | Tractor/Trailer Operator, Technician I/Bridge Technician I |                      |                       |                       |                       |                       |                       |                       |                       |                        |
| YEARLY                                    | \$ 45,008.41   | \$ 46,133.62         | \$ 47,286.96          | \$ 48,469.13          | \$ 49,680.86          | \$ 50,922.88          | \$ 52,195.95          | \$ 53,500.85          | \$ 54,838.37          | \$ 56,209.33           |
| BI-WEEKLY                                 | \$ 1,724.46  | \$ 1,767.57          | \$ 1,811.76           | \$ 1,857.05           | \$ 1,903.48           | \$ 1,951.07           | \$ 1,999.84           | \$ 2,049.84           | \$ 2,101.09           | \$ 2,153.61            |
| HOURLY                                    | \$ 21.5557500  | \$ 22.0946438        | \$ 22.6470098         | \$ 23.2131851         | \$ 23.7935147         | \$ 24.3883526         | \$ 24.9980614         | \$ 25.6230129         | \$ 26.2635883         | \$ 26.9201780          |
| GRADE 6                                   | Equipment Operator, Technician II/Bridge Crew II           |                      |                       |                       |                       |                       |                       |                       |                       |                        |
| YEARLY                                    | \$ 46,720.57   | \$ 47,888.58         | \$ 49,085.79          | \$ 50,312.94          | \$ 51,570.76          | \$ 52,860.03          | \$ 54,181.53          | \$ 55,536.07          | \$ 56,924.47          | \$ 58,347.58           |
| BI-WEEKLY                                 | \$ 1,790.06  | \$ 1,834.81          | \$ 1,880.68           | \$ 1,927.70           | \$ 1,975.89           | \$ 2,025.29           | \$ 2,075.92           | \$ 2,127.82           | \$ 2,181.01           | \$ 2,235.54            |
| HOURLY                                    | \$ 22.3757500  | \$ 22.9351438        | \$ 23.5085223         | \$ 24.0962354         | \$ 24.6986413         | \$ 25.3161073         | \$ 25.9490100         | \$ 26.5977353         | \$ 27.2626786         | \$ 27.9442456          |
| GRADE 8                                   | Crew Leader, Technician III/Bridge Crew III                |                      |                       |                       |                       |                       |                       |                       |                       |                        |
| YEARLY                                    | \$ 49,524.23   | \$ 50,762.33         | \$ 52,031.39          | \$ 53,332.18          | \$ 54,665.48          | \$ 56,032.12          | \$ 57,432.92          | \$ 58,868.74          | \$ 60,340.46          | \$ 61,848.97           |
| BI-WEEKLY                                 | \$ 1,897.48  | \$ 1,944.92          | \$ 1,993.54           | \$ 2,043.38           | \$ 2,094.46           | \$ 2,146.82           | \$ 2,200.50           | \$ 2,255.51           | \$ 2,311.90           | \$ 2,369.69            |
| HOURLY                                    | \$ 23.7185000  | \$ 24.3114625        | \$ 24.9192491         | \$ 25.5422303         | \$ 26.1807860         | \$ 26.8353057         | \$ 27.5061883         | \$ 28.1938430         | \$ 28.8986891         | \$ 29.6211564          |

\*Note - Figures have been rounded for the purpose of this document.  
Official hourly wage rates are calculated by the Auditor's office/Payroll Division

**Jana Lemrick/Director, HR –  
Discussion and/or decision on:**

**Approval of the 2021-2022 Union  
Contract between Pottawattamie County  
and AFSCME Local #2364, 911.**



**POTTAWATTAMIE COUNTY COMMUNICATIONS**

**AND**

**911 EMPLOYEE ASSOCIATION/AFSCME 2364-911  
UNION**

**LABOR AGREEMENT**

JULY 1, 2021-JUNE 30, 2022

*911*



*LAW FIRE EMS*

## TABLE OF CONTENTS

|   |    |
|---|----|
| Article 1 – Preamble                        | 3  |
| Article 2 – Recognition                     | 4  |
| Article 3 – Intent & Purpose                | 5  |
| Article 4 – Management Rights               | 6  |
| Article 5 – Union Rights & Responsibilities | 7  |
| Article 6 – Access to Personnel File        | 8  |
| Article 7 – Work Stoppage                   | 9  |
| Article 8 – Overtime Compensation           | 10 |
| Article 9 – Holidays                        | 11 |
| Article 10 – Vacations                      | 12 |
| Article 11 – Personal Day                   | 14 |
| Article 12– Sick Leave                      | 15 |
| Article 13 – Wages                          | 17 |
| Article 14 – Funeral Leave                  | 18 |
| Article 15 – Health and Safety              | 19 |
| Article 16 – General Conditions             | 20 |
| Article 17 – Adjustment of Grievances       | 21 |
| Article 18 – Seniority                      | 23 |
| Article 19 – Shift Preference               | 24 |
| Article 20 – Labor Management Committee     | 25 |
| Article 21 – Effective Period               | 26 |
| Appendix A – Wages                          | 27 |

**Article 1**  
**PREAMBLE**

**THIS AGREEMENT IS EXECUTED BY POTTAWATTAMIE COUNTY, hereinafter called “Employer” and the American Federation of State, County and Municipal Employees AFL-CIO, (AFSCME) Iowa Council 61, Local 2364-911 CENTER, hereinafter called “Union”.**

**Article 2**  
**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Employees of the Pottawattamie County Communication Center, excluding Captain/Director, Assistant Director, Communications Technologist, Training Coordinator/Quality Assurance, Supervisors, Temporary employees, Office Manager and all Employees excluded by Section 4 of the Public Employment Relations Act as certified in Case No. 7375.

**Article 3**  
**INTENT & PURPOSE**

**Section 1.** The Employer, the Union and the employees recognize and declare the necessity of providing the most efficient and highest quality services to the citizens and taxpayers.

**Section 2.** The Employer, the Union and the Employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of the Pottawattamie County Division of Communications.

**Article 4**  
**MANAGEMENT RIGHTS**

The Employer, except to the extent expressly modified herein, shall have the exclusive power, duty and the right to: direct the work of its public Employee; hire, promote, demote, transfer, assign and retain public Employees in positions within the public agency; suspend or discharge public Employees for proper cause; maintain the efficiency of governmental operations; relieve public Employees from duties because of lack of work for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiation, prepare, certify and administer its budget, exercise all powers and duties granted to the Public Employer by law.

**Article 5**  
**UNION RIGHTS & RESPONSIBILITIES**

**Section 1.** The Union recognizes its responsibilities as the exclusive bargaining agent of the Employees within the bargaining unit, and realized that in order to provide maximum opportunities for continuing employment and fair compensation the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

- a. That it will cooperate with the employer and supports its efforts to assure a full and fair day's work on the part of its Employees;
- b. That it will actively combat absenteeism and any other practice which restricts efficient operation of the Employer, and
- c. That it will earnestly strive to improve and strengthen goodwill between and among the Employer and its Employees, and the Union and the public.

**Section 2.** The Employer will not interfere with the right of its Employees to become members of the Union. The Union will not interfere with the right of the Employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity, which will interrupt or interfere with the operations of the Employer.

- a. The Union/Chapter may, with the Supervisor's permission, make presentations to new employees within the first ninety (90) days of employment. Such presentations shall be during their work time and limited to one-half hours. One Union representative shall be in pay status.

**Section 3.** For the purpose of investigating pending grievances, a duly authorized representative of the Union shall have access to the cafeteria area adjacent to the Communications Center during non-working time with prior notification of the Supervisor. The Employer will cooperate to facilitate such visitations and the Union will not interfere with the operation of the Employer or the work of the Employees.

**Section 4.** The Employer agrees to furnish and maintain one bulletin board or portions of bulletin boards, in a convenient place in the Communications Center to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

**Section 5.** Upon request Union representatives will be allowed to meet with bargaining unit employees during the employee's work time on the Employer's premises, provided that such activity does not interfere with the performance of the job duties of any employee provided suitable meeting facilities are available and practical, and so long as such activity is limited to contacts regarding issues of negotiation and pending grievances.

**Section 6.** Time spent conducting union business by Union Representatives shall be in paid status at time and one half (1 ½), is not considered hours worked and is subject to call back pay only when given less than a 4 hour notice. This is limited specifically to AFSCME 911 labor management committee members, labor negotiations, adjustment of grievances and when representing a member in a disciplinary action. Time must be approved in advance and is at Director's discretion. Such time shall not be reasonably withheld.



**Article 6**  
**ACCESS TO PERSONNEL FILE**

An Employee or their designated Union representative, with written permission of the employee, shall be granted access to any material entered into the employee's personnel or training folder within a reasonable amount of time. In order to review the employee's personnel file or training file, the employee or their designated representative must schedule an appointment with the Director during regular business hours. The employee may respond to any item in the personnel file or training file in writing. Such responses by the employee shall become part of the permanent record.

For purposes of progressive discipline, disciplinary actions in personnel files shall be active for twelve (12) months from the date of discipline. However, disciplinary actions shall remain active for eighteen (18) months for violations of the same rule.

**Article 7**  
**WORK STOPPAGE**

**Section 1.** The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its Employees.

**Section 2.** The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any such work stoppage, strike, slowdown, or illegal picketing, or any other action which interrupts or interferes with the operations of the Employer.

**Article 8**  
**OVERTIME COMPENSATION**

**Section 1.** Employees shall be compensated by cash payment at the rate of one and one-half (1 ½) times the regular hourly rate of work performed outside of the employee's regular scheduled hours. Employees are expected to work a reasonable amount of overtime if conditions necessitate. Except in an emergency no employee shall be required to work more than twelve (12) hours in a twenty-four (24) hour period and no employee will be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period.

If requested by the employee, compensatory time at the rate of time and one-half (1 ½) will be given in lieu of cash payments for overtime worked to a maximum accumulation of sixty (60) hours.

Compensatory time shall be taken in fifteen (15) minute increments. Employees may request earned compensatory leave on "Leave Request" forms. Requests for earned leave shall be made in accordance to with Article 9, Section 3. Employees are not allowed to take fifteen (15) minutes of compensatory time at the beginning and at the end of their shift in order to avoid being forced for overtime.

**Section 2.** In the event that the Employer is unable to fill an overtime vacancy from the Overtime Sign-Up List or by available personnel from the Employee Roster, the Employer shall have the right to force overtime in increments, not to exceed four (4) hours from each shift preceding and/or following the hours that overtime is required.

The Employer shall notify the affected Employees of anticipated forced overtime in a timely manner. Employee forces for overtime shall not be eligible for additional forced overtime without a minim of twelve (12) hours of rest.

**Section 3.** All overtime work not specifically provided for herein shall be determined and must be authorized by the Employer or his/her designee.

**Section 4.** The Employer will, as far as practical, distribute forced overtime on an equal basis by seniority among employees. Overtime opportunities shall be accumulated and forced overtime not worked shall be considered time worked for purposes of overtime distribution.

**Section 5.** Overtime worked on a holiday shall be paid at the rate of two (2) times the Employee's regular rate of pay for each hour worked.

**Section 6.** There shall be no pyramiding or compounding of overtime or premium pay or any type. In the event more than one rate could be applied that the highest rate shall prevail.

**Article 9  
HOLIDAYS**

**Section 1.** The following holidays shall be recognized by the Pottawattamie County, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Jr. Day, President's Day, and Memorial Day.

**Section 2.** Employees shall receive eight (8) hours of holiday leave for each of the above-mentioned holidays. Employees shall receive eighty (80) hours of holiday leave on July 1st of each fiscal year. New employees hired after July 1st shall receive holiday leave on a pro-rated basis for their first year of employment. Holiday leave must be taken in eight (8) hour increments.

Holiday leave shall not be carried over to the next fiscal year. Holiday leave not taken shall be forfeited unless holiday leave was scheduled by the employee, canceled by the Employer, and the employee was not able to take the holiday leave prior to the expiration of the fiscal year. New hires may carry over holiday leave into the next fiscal year at the discretion of the Director.

When the actual holiday falls on an Employee's regular scheduled work day, the Employee shall be paid time and one-half (1 1/2) the employees' regular rate for all hours worked.

To be eligible for holiday pay the majority of hours during an employee's work shift must fall on the actual holiday. All hours worked during such shift will be paid at the holiday rate. Overtime worked on a Holiday shall be paid at the rate of two (2) times the Employee's regular rate of pay for each hour worked

**Section 3.** Upon resignation, retirement, death or discharge from employment, holiday benefits shall be pro-rated and remaining holiday leave hours shall be paid to or deducted from the employee or the employee's estate.

**Section 4.** Compensation for the benefit provided under Section 2, hours worked may be taken as compensatory time off. Requests for earned holiday leave shall be made in accordance with the Vacation Article of the agreement.

**Article 10  
VACATIONS**

**Section 1.** Subject to and in accordance with the provisions of this Article, vacations shall be accrued on a bi-weekly basis pursuant to the following schedule:

| <b>Years of Service</b>      | <b>Bi-Weekly<br/>Accrual</b> | <b>Annual<br/>Accrual</b> | <b>Maximum Allowed</b> |
|------------------------------|------------------------------|---------------------------|------------------------|
| From Date of<br>Employment   | 3.0770 hrs.                  | 80 hours                  | 160 hours              |
| 5 <sup>th</sup> Anniversary  | 4.6154 hrs.                  | 120 hours                 | 200 hours              |
| 9 <sup>th</sup> Anniversary  | 5.5385 hrs.                  | 144 hours                 | 224 hours              |
| 12 <sup>th</sup> Anniversary | 6.1539 hrs.                  | 160 hours                 | 240 hours              |
| 19 <sup>th</sup> Anniversary | 7.6923 hrs.                  | 200 hours                 | 280 hours              |

New employees will not be eligible to use vacation leave or other earned leave until successful completion of the training program unless pre-approved by the Sheriff of designee.

**Section 2.** The purpose of a vacation is to enable the Employee to enjoy periodic rest from his/her regular job so that he/she may return to his/her work refreshed. The vacation year will be the individual anniversary date to anniversary date.

Accordingly:

- A. An Employee may carryover up to eighty (80) hours of earned, unused vacation as reflected in the above chart (see maximum accrual).

If the employee's accrued vacation exceeds annual accrual plus 10 days, vacation accrual will temporarily stop unless a vacation was scheduled by the employee, canceled by the Employer, and not able to be taken prior to reaching the maximum. When vacation is taken again and the total accrued amount falls below the maximum, vacation accrual will begin again.

- B. No Employee shall be entitled to vacation pay in lieu of vacation and no employee shall be granted vacation usage before it is earned.
- C. Upon resignation, retirement death or discharge from employment, remaining vacation benefits shall be paid to the employee or the employee's estate.
- D. Vacation must be taken in one (1) hour increments.

**Section 3.** In requesting vacation or other earned leaves all requests shall be in writing on a Leave Request form and date stamped. Leave requests shall be answered in writing within five (5) working days. The employee must have earned the vacation or other earned leaves prior to submitting the request. All requests must be answered in writing prior to the leave being taken. Vacation requests will be granted as

staffing and workload permits.

Once vacation leave and other earned leave periods have been scheduled, the Employer shall make no changes in employees leave schedules. The employee may request a change in their leave schedule prior to the approved leave request or under emergency conditions. If the approved leave caused overtime, the request to change the leave schedule must be submitted no later than forty-eight (48) hours prior to the scheduled leave.

**Section 4.** Choice of time and amounts shall be governed by seniority within job classification as defined in the Standard Operating Procedures (SOP), provided the employee submits their vacation leave and other earned leave requests at least sixty (60) calendar days prior to the requested time off.

**Section 5.** Requests for vacations, or other earned leaves received less than sixty (60) days in advance shall be granted on a first come, first served basis.

**Section 6.** For the purpose of this article, the definition of “other earned leaves” shall include holidays, compensatory time, perfect attendance and casual day.

**Article 11**  
**PERSONAL DAY**

On July 1 of each fiscal year each Employee will be granted three (3) personal days with pay that must be used within the same fiscal year to be mutually determined by the Employee and the Employer.

Personal days may be taken in one (1) hour increments.

Requests for earned leave shall be made in accordance with the Vacation Article of the agreement.

Upon resignation, retirement, death or discharge from employment, remaining personal day benefit shall be paid to the employee or the employee's estate.



**Article 12**  
**SICK LEAVE**

**Section 1.** Sick Leave shall be used for personal illness and injury, or disability, subject to the provisions set out herein. Employees may use accrued sick leave for personal, medical and dental appointments, which cannot be scheduled at times other than working hours. Sick Leave use for any purpose will disqualify an employee for Perfect Attendance Pay for the quarter in which the sick leave is used.

**Section 2.** Employees shall be granted one and one-half (1 ½) workdays of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours. Sick leave may be taken at a minimum of fifteen (15) minute increments. An Introductory Employee will be allowed to use paid or unpaid sick leave with the understanding that the Employee's Introductory and/or Training Period will be extended proportionately.

**Section 3.** The Employer may require a physician's certificate for any absence for which sick leave is claimed under the following conditions:

- a. When the employee has utilized sick leave for three (3) consecutive workdays.
- b. After the Employee has used sick leave on six (6) separate occasions during the contract year without a physician's certificate, this includes leave for family illness.
- c. The Employer reserves the right to require a physician's certificate for any absence, of any length, if the Employer reasonably believes the Employee is or has been abusing sick leave.

**Section 4.** To be eligible for sick leave payment, an Employee shall notify the Employer or designee as soon as possible but in any event two (2) hours prior to the starting time of the Employee's work day. The notice may be waived if the Employer determines that the Employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the Employee.

When an employee calls to report an absence due to illness, the supervisor will acknowledge the telephone call. If an employee has exhausted their sick leave, the employee will not be compensated unless approval to utilize other available paid leave is received in writing from the 911 Director.

**Section 5.** With the exception of the below entitlement, no Employee is entitled to compensation for unused sick leave at the time of separation. However, upon retirement under IPERS, employees shall be eligible for cash reimbursement of unused accumulated sick leave in the following increments:

|                       |  |
|-----------------------|--|
| 0-599 hours accrued   | 0% conversion of accrued sick leave balance  |
| 600-750 hours accrued | 25% conversion of accrued sick leave balance |
| 751-900 hours accrued | 35% conversion of accrued sick leave balance |
| 901-960 hours accrued | 50% conversion of accrued sick leave balance |

**Section 6.** Employees may use accrued sick leave for care and necessary attention of ill or injured members of the immediate family. Immediate family is defined as, and limited to the Employee's spouse, children, stepchildren, foster children, parents and stepparents and minor children of the immediate household, if the employee is considered "in loco parentis" (in place of a parent). Use of Sick Leave for purposes of this Section is limited to fifty-six (56) hours per contract year, and shall be in accordance with Section 3.

**Immediate Family Serious Illness/Injury:**

The employee may utilize up to two hundred forty (240) hours of their sick leave, per FMLA year, if a serious health condition affects a member of the employee's immediate family. When granting sick leave,

the County shall adhere to the definition of a “serious health condition” as outlined in the Family & Medical Leave Act of 1993. In order to qualify for this sick leave, the employee must have a FMLA request on file accompanied by a physician’s certification.

**Section 7.** All bargaining unit employees who have accumulated sick leave in excess of nine hundred sixty (960) hours may convert those additional hours to vacation at the rate of 25% until they reach their vacation maximum limit.

**Article 13**  
**WAGES**

**Section 1.** Employees shall be compensated in accordance with the wage schedule attached hereto marked Appendix A, herein incorporated by this reference.

Effective July 1, 2021, all employees who are not on the step and grade represented by the union shall receive a 2.5% wage increase.

**Section 2.** The Employer shall have the right to employ persons at starting rate commensurate with their previous training, employment, and experience, and to adjust any Employee's credited services (or wage schedule service) not to exceed Step 2 at any time during the first six (6) months of employment.

Regarding the hiring of previous Employees of the Pottawattamie Count Division of Communications: The Employer shall have the right to hire previous Employees at starting rates commensurate with their previous training, employment, and experience with Pottawattamie County Communications not to exceed Step 2 of the wage scale. The Employer further agrees that the seniority date of said Employee will be the date of his/her most recent hire as a full-time Employee.

**Section 3.** Employees shall be issued their paychecks bi-weekly on the Friday of the appropriate week. In the event that such Friday is a holiday, employees shall be issued their paychecks on the day immediately proceeding such Friday which is not a holiday.

Employees hired after July 1, 2005 are required to have direct deposit of the employee's bi-weekly paycheck and an electronic paystub will be sent to them via email. Employees may also choose to have their paystub delivered via U.S. mail or hand delivered. For those hired prior to July 1, 2005, the employee may have the option of direct deposit.

**Section 4.** Employees who are eligible for step increases shall receive the increase effective July 1, 2021.

**Article 14**  
**FUNERAL LEAVE**

**Section 1.** Leave for the purpose of attending a funeral and other related activities will be granted in the following manner:

- A. Funeral of spouse, child and parents be they related by blood or marriage up to five (5) days. Child includes foster children.
- B. Funeral of grandparents or grandchildren, brother or sister be they related by blood or marriage up to three (3) days.
- C. Funeral of fellow Employee- Time off as staffing permits not to exceed ½ day. In the event of the death of an employee of the Sheriff's Office, the Sheriff or his designated representative shall determine the minimum staffing requirements that will need to be in place at the time of the employee's funeral.
- D. Funeral as a pallbearer, one (1) day, with verification from the service.
- E. Funeral of an Employee's blood relative not listed above, one (1) day, i.e. aunt, uncle, great grandparents, great grandchildren and other similar relatives.
- F. Funeral of a close friend or other relative related by marriage, one (1) day leave without pay. Employee will be allowed to utilize vacation or compensatory time to receive pay for the day.

**Article 15**  
**HEALTH AND SAFETY**

The Employer agrees to continue making reasonable provisions to provide a safe, healthful work place for its Employees during the hours of employment. The Union and the Employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements.

**Article 16**  
**GENERAL CONDITIONS**

**Section 1.** This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine; the reference to any party includes its agents, officials and Employees.

**Section 2.** In the event any provision of this Agreement is held invalid by any sort of competent jurisdiction, the said provision shall be considered separate and its invalidity shall not in any way affect the remaining provisions of this Agreement.

**Section 3.** Bargaining unit Employees whose normal working hours are eight (8) hours per day shall receive the same compensation for vacation days, holidays, sick leave days and funeral leave as they would receive for regularly worked eight (8) hour say.

**Section 4.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, provided, however, either party may reopen negotiations on the language items in this Agreement with the consent of the other party.

**Section 5.** The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

**Section 6.** The Employer agrees to pay up to two (2) Union member employees their regular hourly rate for the purposes of contract negotiations and adjustment of grievances.

**Article 17**  
**ADJUSTMENT OF GRIEVANCES**

**Section 1.** A grievance is defined as a dispute an Employee or the Union may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer, should an Employee or the Union have a grievance, it shall be adjusted in the following manner: an Employee or the Union may, however, grieve the action of the Director, beginning at Step 2.

All bargaining unit employees shall have the right to meet and adjust his/her individual complaint with the Employer. An aggrieved employee shall have the right to a Union Representative appointed by the Union at all steps of the Grievance Procedure.

**Step 1.** An Employee who claims a grievance shall present such grievance in writing to his/her supervisor within fifteen (15) working days after the occurrence upon which the grievance is based. The Supervisor shall give his written answer to the grievance within ten (10) working days after the grievance was presented to him. The grievance shall be signed by the aggrieved Employee and the Steward, and shall specifically state the facts and the section of this Agreement alleged to have been violated.

**Step 2.** If the grievance is not settled in Step 1, it may be appealed by the Employee and his/her Steward or the Union within fifteen (15) working days after the answer of the Supervisor. The Director or his/her designated representative will meet with the appropriate Union Representative at a mutually agreed upon location, time and date (with or without the aggrieved employee) and attempt to resolve the grievance. The Director or his/her designated representative shall give his/her answer in writing to the Employee and Steward within fifteen (15) working days after the date of the grievance meeting.

**Step 3.** If the grievance is not settled in Step 2, it may be appealed to the Sheriff or designee by the Employee and his/her Steward or the Union within fifteen (15) working days after the answer of the Director. The Sheriff or designee will meet with the appropriate Union Representative at a mutually agreed upon location, time and date (with or without the aggrieved employee) and attempt to resolve the grievance. The Sheriff or designee shall give his/her answer in writing to the Employee and Steward within fifteen (15) working days after the date of the grievance meeting.

**Step 4.** If the grievance is not settled in Step 3, it may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the Director within thirty (30) calendar days after the receipt of the Employer's Step 3 answer. Said written notice shall be signed by a representative of the Union, and shall state the specific section of this Agreement which is alleged to have been violated. When a timely request has been made for arbitration, within ten (10) working days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, then either party may request, one (1) time per party, a different panel of arbitrators from the Public Employment Relations Board. Upon receipt of the list, the parties' designated representative shall determine by lot the order of elimination, and thereafter each shall, in order, alternatively strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

The arbitration provisions of this Agreement may only be invoked with the approval of the Employee organization.



The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall submit the decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties; whichever is later unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding on both parties.

Both parties will share the fees and expenses of the arbitrator equally. Each party will pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of the stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of each transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

**Section 2.** The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of grievance which may then be appealed to the next step.

**Section 3.** Grievances may be investigated, processed, and presented by a Steward during working hours within reasonable time limits without loss of pay, provided at least twenty-four (24) hour notice is given and the work load permits. The Employer's determination as to work load shall be subject to arbitration only to the extent that the Employer's action is shown to be an attempt to frustrate the grievance procedure, discrimination between or among employees, or to harass or coerce the Union.

**Section 4.** The parties may mutually agree to extend any of the above time frames commencing with Step 2.

**Section 5.** The Grievance Form is furnished by the Union and is the only valid allowable grievance form.

**Section 6.** Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than one (1) year prior to the date of initiation of the written grievance in Step 1.

**Section 7.** The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

**Section 8.** For informational purposes only, the Union shall provide the Employer with a written list setting forth the names of grievance representatives. The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

**Article 18**  
**SENIORITY**

**Section 1.** Seniority is defined as an Employee's length of continuous service from his/her most recent date of hire.

**Section 2.** The seniority records for Employees shall be maintained by the Employer and shall be posted on bulletin boards available to the Union. The lists shall be updated annually and contain each employee's name, job classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

**Section 3.** An employee shall lose seniority with the Employer for all purposes if any of the following occur:

1. Termination of employment by resignation, retirement or discharge.
2. The employee has been laid off and then fails to respond within a period of fourteen (14) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Employer.
3. The employee fails to return within thirty (30) calendar days after being recalled by the Employer.
4. Seniority will not accrue for unpaid leave of absence in excess of thirty (30) days.

**Article 19**  
**SHIFT PREFERENCE**

**Section 1.** Employees shall bid shifts and days off on an annual basis. All bidding for shifts and days off shall occur between June 1<sup>st</sup> and June 7<sup>th</sup> of each year unless mutually agreed to otherwise by the Employer and the Union, for shift changes beginning July 1 of the fiscal year. Shift preference and days off shall be awarded by seniority within job classification. The Employer shall notify those persons affected by shift changes no less than seven (7) days before the change takes place.

**Section 2.** For vacancies occurring in the schedule during the contract year, the following method of shift preference shall be adhered to:

1. The Director or designee shall notify by seniority each employee of the opening. The employee will immediately advise the Director or designee of his/her intent to fill the opening. The Director or designee will continue with this process until vacancies are filled.
2. After selection of Employee to fill opening, seven (7) days' notice of permanent reassignment shall be given.

**Article 20**  
**LABOR MANAGEMENT COMMITTEE**

A committee will be set up for meeting quarterly to discuss issues of concern to both the employees and the Employer. The committee will consist of four (4) members, two (2) members selected by the Union and two (2) members selected by the Employer.

The purpose of this committee shall be to afford both labor and management a forum in which to communicate on items that may be of interest to both parties. The committees are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in Labor Relations Committee meetings, which are held during their regularly scheduled hours of employment.

**Article 21**  
**EFFECTIVE PERIOD**

THIS AGREEMENT, shall be effective on July 1, 2021 and shall continue through June 30, 2022.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_. 2021.

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

AFSCME, LOCAL 2364  
POTTAWATTMAIE COUNTY  
911 CENTER EMPLOYEES

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
Title

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Title

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Title

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Title

By \_\_\_\_\_  
member

By \_\_\_\_\_  
Title

**Appendix A  
WAGES**

**TELECOMMUNICATIONS OPERATOR**

Effective July 1, 2021

Step increases effective July 1, 2021

| Step         | 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11      |
|--------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Time in Step | Start   | 1 year  | 2 year  | 3 year  | 4 year  | 5 year  | 6 year  | 7 Year  | 8 Year  | 9 Year  | 10 Year |
| Hourly       | \$21.27 | \$21.80 | \$22.35 | \$22.90 | \$23.48 | \$24.06 | \$24.67 | \$25.28 | \$25.91 | \$26.56 | \$27.23 |
| Overtime     | \$31.90 | \$32.70 | \$33.52 | \$34.36 | \$35.22 | \$36.10 | \$37.00 | \$37.92 | \$38.87 | \$39.84 | \$40.84 |

\*Note-Figures have been rounded for the purpose of this document

Official hourly wage rates are calculated by the Auditor's office/Payroll Division



**David Bayer/Chief Information  
Officer – Discussion and/or decision  
to:**

**Approve and authorize Chairman to sign  
Tyler Amendment to add Socrata Open  
Finance Suite.**





AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and Pottawattamie County, Iowa ("Client").

WHEREAS, Tyler and the Client are parties to an agreement with an effective date of March 29, 2012 ("Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment (the "Amendment investment Summary") are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
  - a. Fees for Socrata as Annual Fees set forth in the Amendment Investment Summary will be prorated from the time at which we make the software available to you through June 30, 2021. Thereafter, annual fees will be invoiced annually in advance in accordance with your current billing cycle.
  - b. Fees for Socrata Implementation services as set forth in the Amendment Investment Summary will be invoiced upon complete delivery of the service if fixed fee or as services are delivered if priced hourly or daily.
  - c. Applicable travel expenses, if any, will be incurred in accordance with the current Tyler Business Travel Policy and invoiced along with the provided services.
2. Socrata Terms and Conditions. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit 2 ("Socrata Agreement") with respect to the Socrata Open Finance Suite software as more particularly described in Exhibit 1 attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement and if the Agreement terminates so does Client's access to the Socrata Open Finance Suite software.
4. Specific to the Socrata items added to the Agreement by this Amendment, in the event of a conflict between any term or provision in the Amendment and any term or provision in the Agreement, the terms of the Amendment shall govern. The Agreement shall otherwise remain and continue in full force and effect.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Pottawattamie County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Ron Pieracci  
 Quote Expiration: 3/17/2021  
 Quote Name: Pottawattamie County - Socrata  
 Quote Number: 2020-116813  
 Quote Description: Pottawattamie County Socrata

**Sales Quotation For**

David Bayer, CIO  
 Pottawattamie County  
 227 S 6th St  
 Council Bluffs , IA 51501-4269  
 Phone: 7123284882  
 Email: david.bayer@pottcounty-ia.gov

**Tyler Software and Related Services - Annual**

| Description        | One Time Fees     |                | Annual Fee      | Discount       | Net Annual Fee  |
|--------------------|-------------------|----------------|-----------------|----------------|-----------------|
|                    | Impl. Hours       | Impl. Cost     |                 |                |                 |
| <b>Socrata</b>     |                   |                |                 |                |                 |
| Open Finance Suite | 36                | \$4,680        | \$16,000        | \$2,400        | \$13,600        |
|                    | <i>Sub-Total:</i> | <i>\$4,680</i> | <i>\$16,000</i> | <i>\$2,400</i> | <i>\$13,600</i> |
|                    | <b>TOTAL:</b>     | <b>36</b>      | <b>\$16,000</b> | <b>\$2,400</b> | <b>\$13,600</b> |

| Summary   | One Time Fees  | Recurring Fees  |
|---|----------------|-----------------|
| Total Tyler Annual                                | \$0            | \$13,600        |
| Total Tyler Services                              | \$4,680        | \$0             |
| Total Third Party Hardware, Software and Services | \$0            | \$0             |
| <b>Summary Total</b>                              | <b>\$4,680</b> | <b>\$13,600</b> |

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
  - Fees for hardware are invoiced upon delivery;
  - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
  - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
  - Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
  - Expenses associated with onsite services are invoiced as incurred.
- All services quoted herein are assumed to be delivered remote unless otherwise indicated.



## Exhibit 2

### Socrata Software as a Service Terms and Conditions

#### SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Agreement”** means the agreement under which Tyler has licensed and/or provided access to the Tyler Software Products to Client.
- **“Alert”** means a message that is delivered when Client-defined thresholds are exceeded.
- **“Amendment Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit 1.
- **“API”** means application-programming interface.
- **“Client”** means Pottawattamie County
- **“Client Data”** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **“Confidential Information”** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- **“Dataset”** means physical collection of information, typically modeled as a table of rows and columns of data.
- **“Data Storage”** means the contracted amount of storage capacity for your Data identified in the Amendment Investment Summary.
- **“Effective Date”** means the Amendment Effective Date.
- **“External API Calls”** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Amendment Investment Summary, attached as Exhibit 1.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy.
- **“Monthly Active Users”** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Amendment Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Amendment Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit 1.
- **“SaaS Services”** means Socrata’s off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement described in Section C of this Socrata Agreement.
- **“Socrata Agreement”** means this Socrata Software as a Service Terms and Conditions.
- **“Socrata”** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.

- **“Third-Party Services”** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata Open Finance product on a subscription basis according to the terms of this Socrata Agreement and the SLA. Client may access updates and enhancements to the product, as described in Section C(1).
2. **SaaS Fees.** Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler’s Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don’t cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
3. **Ownership.**
  - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.
  - 3.2 When Client uploads or provides Client Data to the Socrata SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User’s use of the SaaS Services.
  - 3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users (“Public User”) of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User’s use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.
  - 3.4 Tyler reserves the right to develop derivative data assets based on Client’s publicly available data. These uses might include but aren’t necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
  - 3.5 While Tyler agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client’s public data.
  - 3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client’s internally accessible private data for the purposes of the enhancement of the SaaS

Services, aggregated statistical analysis, technical support and other internal business purposes.

3.7 Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.

3.8 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

#### 4. Restrictions.

4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.

4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.

4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client



will result in immediate suspension of the SaaS Services.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.
6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.
7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.
8. Client Data Backup. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.
9. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
10. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
  - a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Amendment Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
  - b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
  - c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software

applications not provided by Tyler (“Non-Tyler Applications”). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client’s obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.

- d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client’s limited right to use the SaaS Services for its internal business purposes.
11. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler’s obligations with respect to Security Measures is subject to Section B(4.2) above.
12. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.
13. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Socrata Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law (“Confidential Information”). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Socrata Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Socrata Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Socrata Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

**SECTION C – OTHER SERVICES**

1. Service Level Agreement (SLA) & Warranty.

1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days’ notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.

1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

| Availability SLA  | Credit   |
|---|--|
| 99.9%   | 3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty). |
| Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00. |  |

1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(8.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

**SECTION D – THIRD-PARTY SERVICES**

1. Third -Party Services. Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to



use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts.

2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

#### SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Amendment Investment Summary, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Socrata Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### SECTION F – TERM

1. Term. The initial term of this Socrata Agreement is for one (1) year beginning on the Amendment Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.

#### SECTION G –LIMITATION OF LIABILITY

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SOCRATA AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**
2. **LIMITATION OF LIABILITY. OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS SOCRATA AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE**

**AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SOCRATA SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS SOCRATA AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.**

- 3. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**David Bayer/Chief Information  
Officer – Discussion and/or decision  
to:**

**Approve and authorize CIO to sign Cox  
Commercial Agreement Amendment for  
Metro Ethernet service.**



**Amendment To  
Commercial Services Agreement  
5/28/2021**

|                         |                |                           |
|-------------------------|----------------|---------------------------|
| <b>Cox Account Rep:</b> | Greg Ward      | <b>Cox System Address</b> |
| <b>Phone Number:</b>    | (402) 934-1157 | <b>11505 W Dodge Rd</b>   |
| <b>Fax Number:</b>      |                | Omaha, NE 68154           |

| Customer Information       |                           | Authorized Customer Representative Information |                               |
|----------------------------|---------------------------|--|-------------------------------|
| <b>Legal Company Name:</b> | Pottawattamie County- IT  | <b>Full Name:</b>                              | David Bayer                   |
| <b>Street Address:</b>     | 227 S 6th St              | <b>Billing Telephone:</b>                      | (712) 328-4806                |
| <b>City/State/Zip:</b>     | Council Bluffs, IA 51501  | <b>Fax:</b>                                    |                               |
| <b>Billing Address:</b>    | 227 S 6th St              | <b>Contact Number:</b>                         | (712) 328-4882                |
| <b>City/State/Zip:</b>     | Council Bluffs, IA 51501  | <b>Email:</b>                                  | david.bayer@pottcounty-ia.gov |
| <b>Cox Account #:</b>      | 132-24397602,132-35251101 |  |                               |
| <b>Merge Bill</b>          | No                        |  |                               |

| Service Description          | Quantity | Term (Months) | Monthly Recurring Service Charges | One Time Service Charges |
|------------------------------|----------|---------------|-----------------------------------|--------------------------|
| Metro E-200Mb UNI Intrastate | 1        | 1             | \$1044.00                         | \$0.00                   |
| <b>Install Fees</b>          |          |               |                                   |                          |

|  |  |           |        |
|--|--|-----------|--------|
| <b>Totals:</b>   |  | \$1044.00 | \$0.00 |
| Totals exclude taxes, fees, and surcharges. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information |  |           |        |

By signing this Amendment to Commercial Services Agreement ("Amendment"), Customer represents that it is the authorized Customer representative and the information above is true and correct. This Amendment amends the Commercial Services Agreement last executed by Cox and Customer (the "CSA") and binds Customer to the terms and conditions contained in this Amendment and in the CSA, including without limitation, (i) the Service Terms incorporated into the CSA, (ii) the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> and (iii) any other terms and conditions applicable to the Services, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox>, State and Federal regulations, the AUP posted at <http://ww2.cox.com/aboutus/policies/business-policies.cox> (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Customer acknowledges receipt and acceptance of the Service Terms, the AUP, General Terms, and all other referenced terms and conditions by signing this Amendment. This Amendment is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Amendment to Cox unchanged within thirty (30) days from the date above. By signing this Amendment, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signatures to sign this Amendment, provided the electronic signature method used by Customer is acceptable to Cox. This Amendment shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of this Amendment by Cox shall occur upon the earlier of (i) Cox's countersignature of this Amendment or (ii) Cox's implementation of the changes to the Agreement that are set forth in this Amendment. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms.

|   |   |
|---|---|
| Customer Authorized Signature             | CoxCom, LLC.; Cox Iowa Telcom, LLC<br>Signature |
| Signature:                                | Signature:                                      |
| Print: David Bayer                        | Print:  |
| Title Position: Chief Information Officer | Title Position:                                 |
| Date:                                     | Date:   |





**Amendment To  
Commercial Services Agreement  
5/28/2021**

|                         |                |                           |
|-------------------------|----------------|---------------------------|
| <b>Cox Account Rep:</b> | Greg Ward      | <b>Cox System Address</b> |
| <b>Phone Number:</b>    | (402) 934-1157 | <b>11505 W Dodge Rd</b>   |
| <b>Fax Number:</b>      |                | Omaha, NE 68154           |

| Customer Information       |                           | Authorized Customer Representative Information |                               |
|----------------------------|---------------------------|--|-------------------------------|
| <b>Legal Company Name:</b> | Pottawattamie County      | <b>Full Name:</b>                              | David Bayer                   |
| <b>Street Address:</b>     | 1400 Big Lake Rd          | <b>Billing Telephone:</b>                      | (712) 328-4882                |
| <b>City/State/Zip:</b>     | Council Bluffs, IA 51501  | <b>Fax:</b>                                    |                               |
| <b>Billing Address:</b>    | 1400 Big Lake Rd          | <b>Contact Number:</b>                         | (712) 328-4882                |
| <b>City/State/Zip:</b>     | Council Bluffs, IA 51501  | <b>Email:</b>                                  | david.bayer@pottcounty-ia.gov |
| <b>Cox Account #:</b>      | 132-35164601,132-35826102 |  |                               |
| <b>Merge Bill</b>          | No                        |  |                               |

| Service Description          | Quantity | Term (Months) | Monthly Recurring Service Charges | One Time Service Charges |
|------------------------------|----------|---------------|-----------------------------------|--------------------------|
| Metro E-200Mb UNI Intrastate | 1        | 1             | \$1044.00                         | \$0.00                   |
| <b>Install Fees</b>          |          |               |                                   |                          |

|  |  |           |        |
|--|--|-----------|--------|
| <b>Totals:</b>   |  | \$1044.00 | \$0.00 |
| Totals exclude taxes, fees, and surcharges. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information |  |           |        |

By signing this Amendment to Commercial Services Agreement ("Amendment"), Customer represents that it is the authorized Customer representative and the information above is true and correct. This Amendment amends the Commercial Services Agreement last executed by Cox and Customer (the "CSA") and binds Customer to the terms and conditions contained in this Amendment and in the CSA, including without limitation, (i) the Service Terms incorporated into the CSA, (ii) the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> and (iii) any other terms and conditions applicable to the Services, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox>, State and Federal regulations, the AUP posted at <http://ww2.cox.com/aboutus/policies/business-policies.cox> (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Customer acknowledges receipt and acceptance of the Service Terms, the AUP, General Terms, and all other referenced terms and conditions by signing this Amendment. This Amendment is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Amendment to Cox unchanged within thirty (30) days from the date above. By signing this Amendment, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signatures to sign this Amendment, provided the electronic signature method used by Customer is acceptable to Cox. This Amendment shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of this Amendment by Cox shall occur upon the earlier of (i) Cox's countersignature of this Amendment or (ii) Cox's implementation of the changes to the Agreement that are set forth in this Amendment. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms.

|   |   |
|---|---|
| Customer Authorized Signature             | CoxCom, LLC.; Cox Iowa Telcom, LLC<br>Signature |
| Signature:                                | Signature:                                      |
| Print: David Bayer                        | Print:  |
| Title Position: Chief Information Officer | Title Position:                                 |
| Date:                                     | Date:   |

**David Bayer/Chief Information  
Officer – Discussion and/or decision  
to:**

**Approve and authorize Chairman to sign  
Bishop/US Bank additions to contract.**



### Print Management Agreement

**BILL To:**

10PC110  
 \_\_\_\_\_  
 Pottawattamie County - Attorney  
 \_\_\_\_\_  
 227 S 6th Street (5th Floor)  
 \_\_\_\_\_  
 Council Bluffs, IA 51501  
 \_\_\_\_\_  
 Shelly Miles  
 \_\_\_\_\_  
 712-328-5649  
 \_\_\_\_\_

**EQUIPMENT LOCATION:**

Account# \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Attention \_\_\_\_\_  
 Phone# \_\_\_\_\_

*Effective Date:*

*Equipment Information (Include Schedule A to add more equipment) - Toner Pricing on Schedule B*

| MAKE | MODEL               | SERIAL NUMBER | ID#   | INTERNAL LOCATION |
|------|---------------------|---------------|-------|-------------------|
| HP   | LaserJet M402dn     | PHBQH28765    | BX221 | Sondag            |
| HP   | LaserJet M425dn mfp | CND8FC64SC    | BX222 | Schnepp/Contreras |
| HP   | LaserJet M402dn     | JPBDZ09208    | BX223 | Gehrmann          |
| HP   | LaserJet M401dne    | VNG4X09475    | BX224 | Miles             |
| HP   | LaserJet P2035      | CNB9G43169    | BX258 | Wilber            |
| HP   | LaserJet 1020       | CNB9254285    | BX259 | Strovers          |
| HP   | LaserJet M402dne    | PHB5C82873    | BX260 | Peklo             |
| HP   | LaserJet 1020       | CNB9254287    | BX261 | Riso              |
| HP   | LaserJet M404dn     | VND3B10189    | BX262 | Huerta            |
| HP   | LaserJet M402       | PHBQF12522    | BX263 | Ayotte            |

**Notes:**

**Remote Monitoring and Help Desk Services**

At the core of our Print Management Program contract is our remote monitoring help desk software designed to minimize distraction and time spent by your employees on administrating your copy/print services. Our remote monitoring software not only collects meter read information but also monitors toner levels and alerts us to operational issues that could create unneeded downtime. By allowing our IT professionals to download our remote monitoring software you ensure the smooth operation and administration of your copy/print products.

The help desk is available during regular business hours to receive, process and remotely resolve certain issues. Issues that cannot be resolved by the help desk will be handled by our field technicians on site. IT services needed after initial deployment such as driver and software updates, adding additional workstations and servers or break fix work generated by customer server issues or data lines can be contracted at a rate of \$150.00 per hour.

**Customer Responsibility**

- Provide BBEC with a network server connection to install the remote monitoring software needed to monitor your installation and assist in the installation of the remote monitoring software by providing relevant network information such as the IP address ranges or subnets on which the managed devices reside.
- Provide suitable electrical service and maintain proper environmental requirements.
- Provide new location, IP address and contact information to BBEC when devices are relocated.
- By signing this page, you represent to us that you have received and read the additional terms and conditions appearing on the second page of this two-page agreement. This agreement is binding upon our acceptance thereof.

I have read and understand the terms and conditions (see back) of this agreement. **If I do not purchase toner from BBEC or fail to comply with the terms and conditions of this agreement, I understand that I will pay for all parts, labor, and repairs on a per call basis.** This agreement shall be for a term of 12 months commencing on effective date above unless otherwise indicated. Agreement shall automatically renew at the current rates for successive 12 month terms unless terminated by Customer or Bishop Business Equipment Company upon 30 days written notice prior to the expiration of each term.

**CUSTOMER ACCEPTANCE:**

**BBEC ACCEPTANCE:**

Authorized Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Authorized BBEC Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

## Print Management Agreement

### TERMS AND CONDITIONS

1. **Break Fix Services:** Except for managed devices identified as "Supplies Only" on the schedules, BBEC will keep the managed devices in good working order ("Break Fix Services"). In addition, BBEC will offer preferred parts pricing and a 24-hour service response time. BBEC will guarantee 48-hour shipment of supplies for this contract. a) Break Fix Services may be initiated by the help desk software for networked managed devices or by customer calling the help desk. b) Customers must assist BBEC with remote solve efforts, including talking with a Service Representative to detail the issue, attempt recommended actions to resolve and, if not resolved remotely, schedule an appointment for a service technician to perform on-site Break Fix Services. c) If a device fault cannot be resolved remotely, BBEC will dispatch a service technician to perform on-site Break Fix Services. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, after 12:00pm on Christmas Eve and Christmas Day) from 8:00AM to 5:00PM local time ("Service Hours").
2. **Data Backup:** Customer is responsible for maintaining and backing up all customer data stored on the hard disk drive of this equipment (if applicable). BBEC is not responsible and cannot be held liable if the customer data is lost or damaged due to hard disk drive failure.
3. **Exclusions:** This agreement does not include purchase, delivery or installation charges of the equipment, installation of optional accessories, in shop reconditioning or major modifications to the equipment. It also does not include staples, tax or delivery charges on parts or supplies. Customer shall pay all of BBEC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against customer including reasonable attorney's fees whether or not suit is brought not to exceed amount due. This agreement is limited to the equipment specified herein and does not include the support of service related to any external and/or connected products listed in this agreement. Service for these external products, which interface to the products listed in this agreement, is available on an hourly fee basis.
4. **Renewal:** This agreement will commence on the effective date and shall continue for an initial minimum term of one (1) year. Thereafter customer shall have the right to terminate this agreement without penalty on the anniversary date thereof. Unless customer or BBEC chooses to terminate this agreement on the anniversary date it shall automatically renew for an additional term of (1) year. Agreement will be renewed at the current industry rates.
5. **Obsolescence:** This agreement remains valid until parts and or supplies are no longer available from the original equipment manufacturer to keep the equipment operational.
6. **Relocation:** Customer agrees not to relocate the equipment subject to this contract outside of BBEC servicing area and in the event of such relocation, customer agrees that this contract shall be deemed terminated.
7. **Disclaimer:** BBEC expressly disclaims any duty as an insurer of the equipment herein and customer shall pay for all costs of repair and parts of replacement of the equipment made necessary by any casualty, theft, or the negligent act of customer or customer's agents, specifically including abuse or misuse of the equipment, and service conducted by personnel other than those of BBEC.
8. **Assignment:** This agreement is not assignable by customer without written permission from BBEC, such permission is not to be unreasonably withheld and any attempt by customer to assign any rights, duties or obligations that arise under this agreement without such permission shall be void.
9. **Complete Agreement:** Customer specifically agrees that no other representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.



SCHEDULE A EQUIPMENT ADDENDUM

Account #: 10PC110

Company Name: Pottawattamie County - Attorney

Contract #: \_\_\_\_\_

Table with 5 columns: MAKE, MODEL, SERIAL NUMBER, ID#, INTERNAL LOCATION. Contains 15 rows of equipment data including HP LaserJet models and their respective serial numbers and locations.





### Print Management Agreement

**BILL To:**

10PC170-002

Pottawattamie County - Courthouse Security

227 S 6th Street

Council Bluffs, IA 51501

**EQUIPMENT LOCATION:**

Account#

Company Name

Address

City, State, Zip

Attention

Phone#

Effective Date:

Equipment Information (Include Schedule A to add more equipment) - Toner Pricing on Schedule B

| MAKE | MODEL               | SERIAL NUMBER | ID#   | INTERNAL LOCATION               |
|------|---------------------|---------------|-------|---------------------------------|
| HP   | Color LaserJet M276 | CND8F9DM5S    | BX296 | Courthouse Security - 3rd Floor |
| HP   | Color LaserJet M452 | VNB3M64043    | BX300 | Courthouse Security - Desk      |
|      |                     |               |       |                                 |
|      |                     |               |       |                                 |
|      |                     |               |       |                                 |
|      |                     |               |       |                                 |
|      |                     |               |       |                                 |
|      |                     |               |       |                                 |
|      |                     |               |       |                                 |
|      |                     |               |       |                                 |

**Notes:****Remote Monitoring and Help Desk Services**

At the core of our Print Management Program contract is our remote monitoring help desk software designed to minimize distraction and time spent by your employees on administrating your copy/print services. Our remote monitoring software not only collects meter read information but also monitors toner levels and alerts us to operational issues that could create unneeded downtime. By allowing our IT professionals to download our remote monitoring software you ensure the smooth operation and administration of your copy/print products.

The help desk is available during regular business hours to receive, process and remotely resolve certain issues. Issues that cannot be resolved by the help desk will be handled by our field technicians on site. IT services needed after initial deployment such as driver and software updates, adding additional workstations and servers or break fix work generated by customer server issues or data lines can be contracted at a rate of \$150.00 per hour.

**Customer Responsibility**

- Provide BBEC with a network server connection to install the remote monitoring software needed to monitor your installation and assist in the installation of the remote monitoring software by providing relevant network information such as the IP address ranges or subnets on which the managed devices reside.
- Provide suitable electrical service and maintain proper environmental requirements.
- Provide new location, IP address and contact information to BBEC when devices are relocated.
- By signing this page, you represent to us that you have received and read the additional terms and conditions appearing on the second page of this two-page agreement. This agreement is binding upon our acceptance thereof.

I have read and understand the terms and conditions (see back) of this agreement. **If I do not purchase toner from BBEC or fail to comply with the terms and conditions of this agreement, I understand that I will pay for all parts, labor, and repairs on a per call basis.** This agreement shall be for a term of 12 months commencing on effective date above unless otherwise indicated. Agreement shall automatically renew at the current rates for successive 12 month terms unless terminated by Customer or Bishop Business Equipment Company upon 30 days written notice prior to the expiration of each term.

**CUSTOMER ACCEPTANCE:****BBEC ACCEPTANCE:**

Authorized Customer Signature

Date

Authorized BBEC Signature

Date

Print Name

Title

Print Name

Title





## Print Management Agreement

### TERMS AND CONDITIONS

- Break Fix Services:** Except for managed devices identified as "Supplies Only" on the schedules, BBEC will keep the managed devices in good working order ("Break Fix Services"). In addition, BBEC will offer preferred parts pricing and a 24-hour service response time. BBEC will guarantee 48-hour shipment of supplies for this contract. a) Break Fix Services may be initiated by the help desk software for networked managed devices or by customer calling the help desk. b) Customers must assist BBEC with remote solve efforts, including talking with a Service Representative to detail the issue, attempt recommended actions to resolve and, if not resolved remotely, schedule an appointment for a service technician to perform on-site Break Fix Services. c) If a device fault cannot be resolved remotely, BBEC will dispatch a service technician to perform on-site Break Fix Services. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, after 12:00pm on Christmas Eve and Christmas Day) from 8:00AM to 5:00PM local time ("Service Hours").
- Data Backup:** Customer is responsible for maintaining and backing up all customer data stored on the hard disk drive of this equipment (if applicable). BBEC is not responsible and cannot be held liable if the customer data is lost or damaged due to hard disk drive failure.
- Exclusions:** This agreement does not include purchase, delivery or installation charges of the equipment, installation of optional accessories, in shop reconditioning or major modifications to the equipment. It also does not include staples, tax or delivery charges on parts or supplies. Customer shall pay all of BBEC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against customer including reasonable attorney's fees whether or not suit is brought not to exceed amount due. This agreement is limited to the equipment specified herein and does not include the support of service related to any external and/or connected products listed in this agreement. Service for these external products, which interface to the products listed in this agreement, is available on an hourly fee basis.
- Renewal:** This agreement will commence on the effective date and shall continue for an initial minimum term of one (1) year. Thereafter customer shall have the right to terminate this agreement without penalty on the anniversary date thereof. Unless customer or BBEC chooses to terminate this agreement on the anniversary date it shall automatically renew for an additional term of (1) year. Agreement will be renewed at the current industry rates.
- Obsolescence:** This agreement remains valid until parts and or supplies are no longer available from the original equipment manufacturer to keep the equipment operational.
- Relocation:** Customer agrees not to relocate the equipment subject to this contract outside of BBEC servicing area and in the event of such relocation, customer agrees that this contract shall be deemed terminated.
- Disclaimer:** BBEC expressly disclaims any duty as an insurer of the equipment herein and customer shall pay for all costs of repair and parts of replacement of the equipment made necessary by any casualty, theft, or the negligent act of customer or customer's agents, specifically including abuse or misuse of the equipment, and service conducted by personnel other than those of BBEC.
- Assignment:** This agreement is not assignable by customer without written permission from BBEC, such permission is not to be unreasonably withheld and any attempt by customer to assign any rights, duties or obligations that arise under this agreement without such permission shall be void.
- Complete Agreement:** Customer specifically agrees that no other representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.







EQUIPMENT FINANCE

APPLICATION NO.

AGREEMENT NO. 500-0637880-000



Value Lease Pool Billing Schedule

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and U.S. Bank Equipment Finance.

POOL NAME: 911 bw

Pool Location:

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT

Monthly Payment\* \$ 170.00 No. of Pages Included 0 Overages billed monthly at \$ .0045 per page\*
\*plus applicable taxes Please check one of the following: [X] B&W Pages [ ] Color Pages

POOL NAME: 911 color

Pool Location:

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT

Monthly Payment\* \$ 0 No. of Pages Included 0 Overages billed monthly at \$ .039 per page\*
\*plus applicable taxes Please check one of the following: [ ] B&W Pages [X] Color Pages

POOL NAME: Build ground bw

Pool Location:

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: XEROX C405, BX179, 4HX800098, 17672, [X]

Monthly Payment\* \$ 0 No. of Pages Included 0 Overages billed monthly at \$ .022 per page\*
\*plus applicable taxes Please check one of the following: [X] B&W Pages [ ] Color Pages

POOL NAME: Build ground clr

Pool Location:

Table with 5 columns: MAKE/MODEL/ACCESSORIES, EQUIPMENT POOL DESCRIPTION, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Row 1: XEROX C405, BX179, 4HX800098, 11002, [X]

Monthly Payment\* \$ 0 No. of Pages Included 0 Overages billed monthly at \$ .085 per page\*
\*plus applicable taxes Please check one of the following: [ ] B&W Pages [X] Color Pages

Each piece of Equipment described in this Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CUSTOMER ACCEPTANCE

This Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

COUNTY OF POTTAWATTAMIE

[Signature box with X]

CUSTOMER

SIGNATURE

TITLE

DATED

31175 (2017)





EQUIPMENT FINANCE

APPLICATION NO.

AGREEMENT NO.  
500-0637880-000



Value Lease Pool Billing Schedule

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and U.S. Bank Equipment Finance.

**POOL NAME:** Brd Super bw

Pool Location:

| MAKE/MODEL/ACCESSORIES | EQUIPMENT POOL DESCRIPTION | SERIAL NO. | STARTING METER | NOT FINANCED UNDER THIS AGREEMENT   |
|------------------------|----------------------------|------------|----------------|-------------------------------------|
| TOSHIBA 5015AC         | BX152                      | XNIK71199  | 2404           | <input checked="" type="checkbox"/> |
|                        |                            |            |                | <input type="checkbox"/>            |
|                        |                            |            |                | <input type="checkbox"/>            |
|                        |                            |            |                | <input type="checkbox"/>            |
|                        |                            |            |                | <input type="checkbox"/>            |

Monthly Payment\* \$ 0 No. of Pages Included 0 Overages billed monthly at \$ .0045 per page\*  
\*plus applicable taxes Please check one of the following:  B&W Pages  Color Pages

**POOL NAME:** Brd Super clr

Pool Location:

| MAKE/MODEL/ACCESSORIES | EQUIPMENT POOL DESCRIPTION | SERIAL NO. | STARTING METER | NOT FINANCED UNDER THIS AGREEMENT   |
|------------------------|----------------------------|------------|----------------|-------------------------------------|
| TOSHIBA 5015AC         | BX152                      | XNIK71199  | 1587           | <input checked="" type="checkbox"/> |
|                        |                            |            |                | <input type="checkbox"/>            |
|                        |                            |            |                | <input type="checkbox"/>            |
|                        |                            |            |                | <input type="checkbox"/>            |
|                        |                            |            |                | <input type="checkbox"/>            |

Monthly Payment\* \$ 0 No. of Pages Included 0 Overages billed monthly at \$ .039 per page\*  
\*plus applicable taxes Please check one of the following:  B&W Pages  Color Pages

**POOL NAME:**

Pool Location:

| MAKE/MODEL/ACCESSORIES | EQUIPMENT POOL DESCRIPTION | SERIAL NO. | STARTING METER | NOT FINANCED UNDER THIS AGREEMENT |
|------------------------|----------------------------|------------|----------------|-----------------------------------|
|                        |                            |            |                | <input type="checkbox"/>          |
|                        |                            |            |                | <input type="checkbox"/>          |
|                        |                            |            |                | <input type="checkbox"/>          |
|                        |                            |            |                | <input type="checkbox"/>          |
|                        |                            |            |                | <input type="checkbox"/>          |

Monthly Payment\* \$ No. of Pages Included Overages billed monthly at \$ per page\*  
\*plus applicable taxes Please check one of the following:  B&W Pages  Color Pages

**POOL NAME:**

Pool Location:

| MAKE/MODEL/ACCESSORIES | EQUIPMENT POOL DESCRIPTION | SERIAL NO. | STARTING METER | NOT FINANCED UNDER THIS AGREEMENT |
|------------------------|----------------------------|------------|----------------|-----------------------------------|
|                        |                            |            |                | <input type="checkbox"/>          |
|                        |                            |            |                | <input type="checkbox"/>          |
|                        |                            |            |                | <input type="checkbox"/>          |
|                        |                            |            |                | <input type="checkbox"/>          |
|                        |                            |            |                | <input type="checkbox"/>          |

Monthly Payment\* \$ No. of Pages Included Overages billed monthly at \$ per page\*  
\*plus applicable taxes Please check one of the following:  B&W Pages  Color Pages

Each piece of Equipment described in this Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

**CUSTOMER ACCEPTANCE**

This Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

COUNTY OF POTTAWATTAMIE  
CUSTOMER SIGNATURE TITLE DATED



# TOSHIBA

## AMENDMENT TO LEASE WITH MAINTENANCE AGREEMENT

# TOSHIBA

**FINANCIAL SERVICES**

AGREEMENT NUMBER

500-0576703-000

**CUSTOMER NAME**

POTTAWATTAMIE COUNTY OF

**DEALER LOCATION**

Contact Name: Bishop Business Equipment

Location: Omaha NE

**EQUIPMENT ADDED TO THE ABOVE-REFERENCED AGREEMENT**

| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. | CURRENT METER | NOT FINANCED UNDER THIS AGREEMENT |
|------------------|-----------|------------|---------------|-----------------------------------|
|                  |           |            |               | <input type="checkbox"/>          |
|                  |           |            |               | <input type="checkbox"/>          |
|                  |           |            |               | <input type="checkbox"/>          |
|                  |           |            |               | <input type="checkbox"/>          |
|                  |           |            |               | <input type="checkbox"/>          |

 See attached form (Schedule "A") for Additional Equipment
  See attached form (Billing Schedule) for Additional Equipment/Payment Schedule
**EQUIPMENT REMOVED FROM ABOVE-REFERENCED AGREEMENT**

| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. | CURRENT METER | NOT FINANCED UNDER THIS AGREEMENT |
|------------------|-----------|------------|---------------|-----------------------------------|
|                  |           |            |               | <input type="checkbox"/>          |
|                  |           |            |               | <input type="checkbox"/>          |

**CURRENT PAYMENT INFORMATION**
 Monthly Payment \$ 148.00 \* Lease payment period is monthly unless otherwise indicated. Excess Images billed:  Monthly  Quarterly \*plus applicable taxes

|                    |   |                              |                           |                         |
|--------------------|---|------------------------------|---------------------------|-------------------------|
| Payments includes: | 0 | B&W Images per Month         | Excess Images at: \$ .005 | * per B&W Image         |
| Payments includes: | 0 | Color Images per Month       | Excess Images at: \$ .045 | * per Color Image       |
| Payments includes: |   | Scan Images per Month        | Excess Images at: \$      | * per Scan Image        |
| Payments includes: |   | B&W Print Images per Month   | Excess Images at: \$      | * per B&W Print Image   |
| Payments includes: |   | Color Print Images per Month | Excess Images at: \$      | * per Color Print Image |

The parties wish to amend the above-referenced Agreement's Payment Information as set forth below:

**NEW PAYMENT INFORMATION**
 Monthly Payment \$ 148.00 \* Lease payment period is monthly unless otherwise indicated. Excess Images billed:  Monthly  Quarterly \*plus applicable taxes

|                    |   |                              |                            |                         |
|--------------------|---|------------------------------|----------------------------|-------------------------|
| Payments includes: | 0 | B&W Images per Month         | Excess Images at: \$ .0045 | * per B&W Image         |
| Payments includes: | 0 | Color Images per Month       | Excess Images at: \$ .039  | * per Color Image       |
| Payments includes: |   | Scan Images per Month        | Excess Images at: \$       | * per Scan Image        |
| Payments includes: |   | B&W Print Images per Month   | Excess Images at: \$       | * per B&W Print Image   |
| Payments includes: |   | Color Print Images per Month | Excess Images at: \$       | * per Color Print Image |

This new Payment Information shall take effect starting with the Payment that is due on 6/15/2021.

**LESSOR ACCEPTANCE**

Toshiba Financial Services

Signature:

Title:

Date:

**CUSTOMER ACCEPTANCE**

This is an Amendment to the Agreement identified above between Lessor and Customer. By signing this Amendment, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of a conflict between this Amendment and the Agreement, this Amendment shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Name: POTTAWATTAMIE COUNTY OF

Signature: X

Title:

Date:

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.





EQUIPMENT FINANCE

AGREEMENT NO.  
500-0576771-000



Amendment to Value Lease Agreement

CUSTOMER NAME  
POTTAWATTAMIE COUNTY OF

EQUIPMENT ADDED TO THE ABOVE-REFERENCED AGREEMENT

| MAKE/MODEL/ACCESSORIES | SERIAL NO. | CURRENT METER | NOT FINANCED UNDER THIS AGREEMENT |
|------------------------|------------|---------------|-----------------------------------|
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See attached Schedule A       See attached Billing Schedule

EQUIPMENT REMOVED FROM ABOVE-REFERENCED AGREEMENT

| MAKE/MODEL/ACCESSORIES | SERIAL NO. | ENDING METER | NOT FINANCED UNDER THIS AGREEMENT |
|------------------------|------------|--------------|-----------------------------------|
|                        |            |              | <input type="checkbox"/>          |
|                        |            |              | <input type="checkbox"/>          |
|                        |            |              | <input type="checkbox"/>          |
|                        |            |              | <input type="checkbox"/>          |
|                        |            |              | <input type="checkbox"/>          |

CURRENT PAYMENT INFORMATION

Monthly Payment\* \$ 515.00      The payment ("Payment") period is monthly unless otherwise indicated.      \*plus applicable taxes

Payment includes 0 B&W pages per month      Overages billed monthly at \$ .005 per B&W page\*

Payment includes 0 Color pages per month      Overages billed monthly at \$ .045 per Color page\*

The parties wish to amend the above-referenced Agreement's Payment Information as set forth below:

NEW PAYMENT INFORMATION

Monthly Payment\* \$ 515.00      The payment ("Payment") period is monthly unless otherwise indicated.      \*plus applicable taxes

Payment includes 0 B&W pages per month      Overages billed monthly at \$ .0045 per B&W page\*

Payment includes 0 Color pages per month      Overages billed monthly at \$ .039 per Color page\*

This new Payment Information shall take effect starting with the Payment that is due on 8/15/2021.

LESSOR ACCEPTANCE

**U.S. Bank Equipment Finance**                 

LESSOR      SIGNATURE      TITLE      DATED

CUSTOMER ACCEPTANCE

This is an Amendment to the Agreement identified above between Lessor and Customer. By signing this Amendment, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of a conflict between this Amendment and the Agreement, this Amendment shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

POTTAWATTAMIE COUNTY OF                 

CUSTOMER (as referenced above)      SIGNATURE      TITLE      DATED

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.













AGREEMENT NO.  
500-0576793-000



EQUIPMENT FINANCE

*Amendment to Value Lease Agreement*

CUSTOMER NAME  
POTTAWATTAMIE COUNTY OF

**EQUIPMENT ADDED TO THE ABOVE-REFERENCED AGREEMENT**

| MAKE/MODEL/ACCESSORIES | SERIAL NO. | CURRENT METER | NOT FINANCED UNDER THIS AGREEMENT |
|------------------------|------------|---------------|-----------------------------------|
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |
|                        |            |               | <input type="checkbox"/>          |

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.  
 See attached Schedule A       See attached Billing Schedule

**EQUIPMENT REMOVED FROM ABOVE-REFERENCED AGREEMENT**

| MAKE/MODEL/ACCESSORIES | SERIAL NO. | ENDING METER | NOT FINANCED UNDER THIS AGREEMENT |
|------------------------|------------|--------------|-----------------------------------|
|                        |            |              | <input type="checkbox"/>          |
|                        |            |              | <input type="checkbox"/>          |
|                        |            |              | <input type="checkbox"/>          |
|                        |            |              | <input type="checkbox"/>          |
|                        |            |              | <input type="checkbox"/>          |

**CURRENT PAYMENT INFORMATION**

Monthly Payment\* \$ 248.00      The payment ("Payment") period is monthly unless otherwise indicated.      \*plus applicable taxes  
 Payment includes 0 B&W pages per month      Overages billed monthly at \$ .005 per B&W page\*  
 Payment includes 0 Color pages per month      Overages billed monthly at \$ .045 per Color page\*

The parties wish to amend the above-referenced Agreement's Payment Information as set forth below:

**NEW PAYMENT INFORMATION**

Monthly Payment\* \$ 248.00      The payment ("Payment") period is monthly unless otherwise indicated.      \*plus applicable taxes  
 Payment includes 0 B&W pages per month      Overages billed monthly at \$ .0045 per B&W page\*  
 Payment includes 0 Color pages per month      Overages billed monthly at \$ .039 per Color page\*

This new Payment Information shall take effect starting with the Payment that is due on 6/15/2021.

**LESSOR ACCEPTANCE**

**U.S. Bank Equipment Finance**      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 LESSOR      SIGNATURE      TITLE      DATED

**CUSTOMER ACCEPTANCE**

This is an Amendment to the Agreement identified above between Lessor and Customer. By signing this Amendment, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of a conflict between this Amendment and the Agreement, this Amendment shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

POTTAWATTAMIE COUNTY OF      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 CUSTOMER (as referenced above)      SIGNATURE      TITLE      DATED

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.









## Print Management Agreement

**BILL To:**

10PC000  
 Pottawattamie County - Board of Supervisors  
 227 S 6th Street, 2nd Floor  
 Council Bluffs, IA 51501  
 Andrew Moats  
 712-328-5641

Account#  
 Company Name  
 Address  
 City, State, Zip  
 Attention  
 Phone#

**EQUIPMENT LOCATION:**

10PC210  
 Pottawatomie County - Treasurer  
 227 S 6th Street, 1st Floor  
 Council Bluffs, IA 51501  
 Lea Voss  
 712-328-3151

*Effective Date:*

*Equipment Information (Include Schedule A to add more equipment) - Toner Pricing on Schedule B*

| MAKE | MODEL    | SERIAL NUMBER | ID#   | INTERNAL LOCATION |
|------|----------|---------------|-------|-------------------|
| HP   | E55040DN | JPBCND72VC    | BX202 | 1ST FLOOR         |
| HP   | E60155DN | PHNCP480T7    | BX408 | 1ST FLOOR         |
| HP   | E60155DN | PHNCP480S7    | BX409 | 1ST FLOOR         |
|      |          |               |       |                   |
|      |          |               |       |                   |
|      |          |               |       |                   |
|      |          |               |       |                   |
|      |          |               |       |                   |
|      |          |               |       |                   |

**Notes:**

**Remote Monitoring and Help Desk Services**

At the core of our Print Management Program contract is our remote monitoring help desk software designed to minimize distraction and time spent by your employees on administrating your copy/print services. Our remote monitoring software not only collects meter read information but also monitors toner levels and alerts us to operational issues that could create unneeded downtime. By allowing our IT professionals to download our remote monitoring software you ensure the smooth operation and administration of your copy/print products.

The help desk is available during regular business hours to receive, process and remotely resolve certain issues. Issues that cannot be resolved by the help desk will be handled by our field technicians on site. IT services needed after initial deployment such as driver and software updates, adding additional workstations and servers or break fix work generated by customer server issues or data lines can be contracted at a rate of \$150.00 per hour.

**Customer Responsibility**

- Provide BBEC with a network server connection to install the remote monitoring software needed to monitor your installation and assist in the installation of the remote monitoring software by providing relevant network information such as the IP address ranges or subnets on which the managed devices reside.
- Provide suitable electrical service and maintain proper environmental requirements.
- Provide new location, IP address and contact information to BBEC when devices are relocated.
- By signing this page, you represent to us that you have received and read the additional terms and conditions appearing on the second page of this two-page agreement. This agreement is binding upon our acceptance thereof.

I have read and understand the terms and conditions (see back) of this agreement. **If I do not purchase toner from BBEC or fail to comply with the terms and conditions of this agreement, I understand that I will pay for all parts, labor, and repairs on a per call basis.** This agreement shall be for a term of 12 months commencing on effective date above unless otherwise indicated. Agreement shall automatically renew at the current rates for successive 12 month terms unless terminated by Customer or Bishop Business Equipment Company upon 30 days written notice prior to the expiration of each term.

**CUSTOMER ACCEPTANCE:**

**BBEC ACCEPTANCE:**

Authorized Customer Signature

Date

Authorized BBEC Signature

Date

Print Name

Title

Print Name

Title





## Print Management Agreement

### TERMS AND CONDITIONS

1. **Break Fix Services:** Except for managed devices identified as "Supplies Only" on the schedules, BBEC will keep the managed devices in good working order ("Break Fix Services"). In addition, BBEC will offer preferred parts pricing and a 24-hour service response time. BBEC will guarantee 48-hour shipment of supplies for this contract. a) Break Fix Services may be initiated by the help desk software for networked managed devices or by customer calling the help desk. b) Customers must assist BBEC with remote solve efforts, including talking with a Service Representative to detail the issue, attempt recommended actions to resolve and, if not resolved remotely, schedule an appointment for a service technician to perform on-site Break Fix Services. c) If a device fault cannot be resolved remotely, BBEC will dispatch a service technician to perform on-site Break Fix Services. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, after 12:00pm on Christmas Eve and Christmas Day) from 8:00AM to 5:00PM local time ("Service Hours").
2. **Data Backup:** Customer is responsible for maintaining and backing up all customer data stored on the hard disk drive of this equipment (if applicable). BBEC is not responsible and cannot be held liable if the customer data is lost or damaged due to hard disk drive failure.
3. **Exclusions:** This agreement does not include purchase, delivery or installation charges of the equipment, installation of optional accessories, in shop reconditioning or major modifications to the equipment. It also does not include staples, tax or delivery charges on parts or supplies. Customer shall pay all of BBEC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against customer including reasonable attorney's fees whether or not suit is brought not to exceed amount due. This agreement is limited to the equipment specified herein and does not include the support of service related to any external and/or connected products listed in this agreement. Service for these external products, which interface to the products listed in this agreement, is available on an hourly fee basis.
4. **Renewal:** This agreement will commence on the effective date and shall continue for an initial minimum term of one (1) year. Thereafter customer shall have the right to terminate this agreement without penalty on the anniversary date thereof. Unless customer or BBEC chooses to terminate this agreement on the anniversary date it shall automatically renew for an additional term of (1) year. Agreement will be renewed at the current industry rates.
5. **Obsolescence:** This agreement remains valid until parts and or supplies are no longer available from the original equipment manufacturer to keep the equipment operational.
6. **Relocation:** Customer agrees not to relocate the equipment subject to this contract outside of BBEC servicing area and in the event of such relocation, customer agrees that this contract shall be deemed terminated.
7. **Disclaimer:** BBEC expressly disclaims any duty as an insurer of the equipment herein and customer shall pay for all costs of repair and parts of replacement of the equipment made necessary by any casualty, theft, or the negligent act of customer or customer's agents, specifically including abuse or misuse of the equipment, and service conducted by personnel other than those of BBEC.
8. **Assignment:** This agreement is not assignable by customer without written permission from BBEC, such permission is not to be unreasonably withheld and any attempt by customer to assign any rights, duties or obligations that arise under this agreement without such permission shall be void.
9. **Complete Agreement:** Customer specifically agrees that no other representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.



## **Resolution No. 54-2021**

**A RESOLUTION AUTHORIZING  
APPROVAL TO COMMENCE A PUBLIC  
IMPROVEMENT PROJECT TO CONSTRUCT  
AN EXTENSION OF THE POTTAWATTAMIE  
COUNTY RAILROAD HIGHWAY TRAIL  
AND TO ACQUIRE PROPERTY FOR THE  
PROJECT..**

## **RESOLUTION NO. 54-2021**

### **A RESOLUTION AUTHORIZING APPROVAL TO COMMENCE A PUBLIC IMPROVEMENT PROJECT TO CONSTRUCT AN EXTENSION OF THE POTTAWATTAMIE COUNTY RAILROAD HIGHWAY TRAIL AND TO ACQUIRE PROPERTY FOR THE PROJECT**

**WHEREAS**, the Board of Supervisors has provided legal notice of and set a public hearing to discuss the commencement of a public improvement project to construct an extension of the Pottawattamie County Railroad Highway Trail and to acquire property for the project; and

**WHEREAS**, this project is reasonable and necessary as an incident to the powers and duties conferred upon counties by Iowa Code; and

**WHEREAS**, this project is for a public use, public purpose, and/or public improvement within the meaning of Iowa Code Chapter 6A; and

**WHEREAS**, this project will not involve the condemnation of “agricultural land” within the meaning of Iowa Code 6A.21(1)(b); and

**WHEREAS**, the Board of Supervisors believes it to be in the best interests of Pottawattamie County to approve the commencement of this project; and

**WHEREAS**, the Board of Supervisors believes it to be in the best interests of Pottawattamie County to authorize the acquisition of property for the purpose of this project; and

**WHEREAS**, the acquisition of property for this project will first be attempted by good faith negotiations with property owners; and

**WHEREAS**, condemnation proceedings may be initiated against those properties which Pottawattamie County is unable to purchase through good faith negotiations; and

**WHEREAS**, Pottawattamie County has previously approved a recreational trail project for the construction of a trail along Railroad Highway in Pottawattamie County from Council Bluffs to Weston; and

**WHEREAS**, a portion of that trail has been constructed from the Smith Wildlife Preserve to Weston; and

**WHEREAS**, additional property between Railroad Highway and the existing railroad line belonging to the Burlington Northern – Santa Fe Railroad (BNSF) will need to be acquired to extend the existing recreational trail further to the north; and

**WHEREAS**, before initiating condemnation proceedings Pottawattamie County will offer no less than the appraised value for any property sought to be acquired; and

**WHEREAS**, the construction of the project is proposed to be funded in Fiscal Year 2021 and 2022.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Supervisors of Pottawattamie County, Iowa, that the Board of Supervisors does hereby approve the commencement of a public improvement project to construct an extension of the Pottawattamie County Railroad Highway Trail.

**BE IT FURTHER RESOLVED**, by the Board of Supervisors of Pottawattamie County, Iowa, that the Board of Supervisors does hereby authorize the acquisition of property for the purpose of the above-mentioned project.

**Passed and Approved this 15th day of June, 2021.**

**ROLL CALL VOTE**

AYE    NAY    ABSTAIN    ABSENT



\_\_\_\_\_  
Scott A. Belt, Chairman

\_\_\_\_\_  
Tim Wichman

\_\_\_\_\_  
Lynn Grobe

\_\_\_\_\_  
Justin Schultz

\_\_\_\_\_  
Brian Shea

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

**Lea Voss/County Treasurer**

**Discussion and/or decision on  
Treasurer's Office renovation.**

**Other Business**

**Approve and authorize Chairman to sign  
Employment Agreements with:**

**Chief Information Officer David Bayer,  
HR Director Jana Lemrick, Engineer John  
Rasmussen, Buildings and Grounds  
Director Jason Slack, Veteran Affairs  
Director Nicholas Jedlicka, Planning and  
Development Director Matt Wyant, and  
Community Services Director Suzanne  
Watson.**

**Discussion and/or decision to Approve  
Application for Permit to Display  
Fireworks filed by Robert Caputo, for  
display on July 4<sup>th</sup>, 2021, at 22881 Three  
Bridge Road.**



## FIREWORKS DISPLAY ACKNOWLEDGEMENT AND WAIVER

I understand that the Code of Iowa prohibits certain use of fireworks but that the Pottawattamie County Board of Supervisors may, upon a written application, grant a permit for the display of fireworks by municipalities, fair associations, amusement parks, and other organizations or groups of individuals approved by the county board of supervisors when the fireworks display will be handled by a competent operator. I understand that the Code of Iowa provides that the sales of fireworks for such display may be made for that purpose only. I understand further that this permit will be null and void during times when open burning is prohibited by the State Fire Marshall. Permits to display fireworks are not valid during times of a county-wide burn ban.

I hereby acknowledge that I have adequate insurance coverage for any and all claims that may result from the requested display of fireworks. I agree to hold Pottawattamie County harmless from any suit or claim that may result from the granting of a permit for this event. I further acknowledge and agree that I have obtained the services of a competent operator to handle the fireworks display as required under the Iowa Code. Information concerning the competency of the operator is attached as provided below.

I hereby request that the Pottawattamie County Board of Supervisors grant a permit for display of fireworks to the following:

Date of Fireworks Display: July 4<sup>th</sup>, 2021

Name of Municipality or  
Other Organization Requesting Permit: Caputo Enterprises / DBA Mother Goose Child Care & Preschool

Name of Individual Requesting Permit: Robert L. Caputo

Address 22881 Three Bridge Road

City/State/Zip Code Council Bluffs, IA 51503

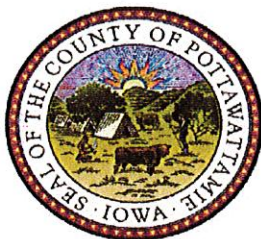
Telephone Number Work: 712-323-1899 Home: 712-323-6644

Signature of Person Requesting Permit:

Robert L. Caputo

I certify by this signature that I am legally authorized to sign on behalf of the municipality or organization above.

**AN APPLICATION, FEE, CERTIFICATE OF INSURANCE AND EVIDENCE OF OPERATOR'S COMPETENCE (INCLUDING OPERATOR STAFF, SITE PLAN-DISTANCES FROM SPECTATORS AND SAFETY PLAN) TO HANDLE THE FIREWORKS DISPLAY *MUST* BE ATTACHED TO THIS REQUEST.**



**POTTAWATTAMIE COUNTY  
APPLICATION FOR PERMIT TO DISPLAY FIREWORKS**

**DEADLINE TO SUBMIT APPLICATION: 21 DAYS PRIOR TO DATE OF DISPLAY**

1. Telephone Number(s): Business: 712-323-1899 Residential: 712-323-6644
2. Date and location of the fireworks display and storage. These facilities may be inspected prior to this permit being issued.  
July 4<sup>th</sup> 2021 @ 22881 Three Bridge Road Council Bluffs, IA 51503.  
Event may be postponed due to weather and rescheduled for the following weekend.
3. How long will fireworks be stored before and after display? Fireworks are delivered up to 2 weeks prior to the event.
4. FIREWORKS OPERATOR INFORMATION: (Please provide additional sheets if necessary.)  
Name: Robert L. Caputo Date of Birth: 01/15/1946  
Address: 22881 Three Bridge Road  
City: Council Bluffs State: IA Zip: 51503  
Telephone Number(s): Work: 712-323-1899 Home: 712-323-6644
5. What training or expertise does the Fireworks Operator possess? Attach all supporting documentation and/or a resume if available.  
We have been hosting the event at this same location for over 50 years. Worked with Rich Bros Fireworks of Sioux Falls, SD and have attended safety workshops run by MidWest Fireworks of Blair, NE
6. Provide safety guidelines for fireworks display, including fire suspension plan, distance of fireworks from spectators, and how and where fireworks will be stored prior to and following display.  
The designated area for exhibit has three water hydrants and six 15lb abc-type fire extinguishers. All fireworks are stored in a locked ATF Type IV container 900ft away from any dwellings. The site also includes at least four trained/experienced emergency personnel With certification in CPR and First Aid. We also notify Lewis Township fire department prior to and after the event. The Shooting area is located a minimum 300ft away from spectators (site plan attached).
7. Number of anticipated spectators for the display? Adults: 75 - 100 Children: 50 - 60
8. **Documents to be attached: In addition to any documents supporting your above responses, please attach the following: 1) Certificate of Liability Insurance for this event, and 2) Application Fee of \$25.00, made payable to Pottawattamie County, Iowa.**



INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

**PREMIER ESTATE-OWNER POLICY DECLARATIONS**

AGENCY BUTTERBAUGH INSURANCE CENTER  
07-0458-00 DW Mkt Terr 030 (712) 328-0305

Renewal Effective 06-19-2021

**POLICY NUMBER 52-882-851-00**

Company Use 79-48-IA-2006

INSURED ROBERT CAPUTO  
ARDITH K CAPUTO

Company Bill

**POLICY TERM**

|            |    |            |
|------------|----|------------|
| 12:01 a.m. | to | 12:01 a.m. |
| 06-19-2021 |    | 06-19-2022 |

ADDRESS 22881 THREE BRIDGE RD  
COUNCIL BLUFFS IA 51503-4229

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

|                                      |  |
|--------------------------------------|--|
| TOTAL POLICY PREMIUM                 |  |
| PAID IN FULL DISCOUNT                |  |
| TOTAL POLICY PREMIUM IF PAID IN FULL |  |

Entity: Individual

Total # of Acres Farmed: 15.0

County: 78

Primary Farm Type: Rented/Leased to Others

Policy Deductible: \$1,000

Windstorm or Hail Deductible: In any one occurrence of Windstorm or Hail, the total deductible for all covered Windstorm or Hail losses will be \$2,000. Please see form 33187 for additional information.

**Section I - Property Protection****LOCATION 001**

**Property Description:** MAIN  
**Location Address:** 22881 Three Bridge Rd  
Council Bluffs, IA 51503-4229  
**Rating Information:** Protection Class: 10W, Territory: 2  
County: 78 Pottawattamie  
Community: Lewis Ts Fpsa

**Coverage A - Dwelling****LIMITS**  
\$868,200

Masonry Veneer Owner Occupied Primary 1968  
Roof Year 2016  
Roof Material Wood  
Replacement Cost  
Special Perils  
Adjusted Value Provision Applies  
Adjusted Value Factor 1.081

**Coverage B - Other Non-Farm Structures**

\$161,510

Replacement Cost  
Special Perils

**Coverage C - Household Personal Property**

\$647,895

Replacement Cost  
Broad Perils

**Coverage D - Additional Living Expense**

\$173,640

**Coverages That Apply**

Property Coverage Limitation for Fungi, Wet Rot, Dry Rot  
and Bacteria resulting from a covered cause of loss  
Refrigerated Products

\$100,000  
\$500

**Optional Coverages That Apply**

Replacement Cost Household Personal Property  
Increased Cost Coverage  
Water Backup of Sewers or Drains (\$1,250 Deductible)  
Ordinance or Law Endorsement

\$25,000  
86,820



OWNERS INS. CO.

AGENCY BUTTERBAUGH INSURANCE CENTER  
07-0458-00 DW Mkt Terr 030

Company  
Bill

POLICY NUMBER  
Company Use

52-882-851-00  
79-48-IA-2006

INSURED ROBERT CAPUTO

Term 06-19-2021 to 06-19-2022

**Coverage F - Farm Personal Property**

|  | LIMITS  | PREMIUM  |
|--|---------|----------|
| <b>Blanket Farm Personal Property</b>          | \$2,500 | Included |
| 100% Rates Apply                               |         |          |
| Actual Cash Value                              |         |          |
| Broad Perils                                   |         |          |
| <b>Cab Glass Breakage Waiver of Deductible</b> |         | Included |
| Terrorism Coverage                             |         | Excluded |
| Secured Interested Parties: None               |         |          |

**Additional Coverages**

|  | LIMITS  | PREMIUM  |
|--|---------|----------|
| Fire Department Charges                  | \$500   | Included |
| Credit and Fund Transfer Card Coverage   | 1,000   | Included |
| Newly Acquired Farm Personal Property    | 250,000 | Included |
| Extra Expense Coverage                   | 2,500   | Included |
| Power and Light Pole Coverage            | 1,000   | Included |
| Road Trouble Service - Farm Implements   | 500     | Included |
| Clean up and Removal of Pollutants       | 10,000  | Included |
| Transportation of Farm Personal Property |         | Included |
| Damage From Collapse of a Building       |         | Included |
| Terrorism Coverage                       |         | Excluded |

**Section II - Personal Liability Protection**

|  | LIMITS    |
|--|-----------|
| <b>Coverage G - Personal Liability</b> (each occurrence)     | \$500,000 |
| <b>Coverage H - Medical Payments to Others</b> (each person) | \$5,000   |
| <b>Premium Adjustments That Apply</b>                        |           |
| Residences Occupied by Tenant (1)                            |           |
| <b>Additional Coverages That Apply</b>                       |           |
| Upset and Overspray  | \$25,000  |
| Farm Products Recall   | 10,000    |
| <b>Optional Coverages That Apply</b>                         |           |
| Recreational Vehicle Liability                               |           |
| Terrorism Coverage   |           |

|                                      |   |  |
|--------------------------------------|---|--|
| TOTAL POLICY PREMIUM                 |   |  |
| PAID IN FULL DISCOUNT                | — |  |
| TOTAL POLICY PREMIUM IF PAID IN FULL |   |  |

**Premium Adjustments That Apply To This Policy**  
 Farm/Umbrella Multi-Policy Discount  
 Merit Rating Factor Applies  
 Insurance Score: X850  
 Advance Quote Discount Applies







**Distances from Shooting Location**

- To Spectators: ~ 320ft
- To House: ~ 432ft
- To Back Barns: ~ 50ft
- To Three Bridge Rd: ~ 625ft
- To West Property Line: ~ 495ft
- To East Property Line: ~ 475ft
- To South Property Line: ~ 820ft

- Location of yard water hydrants
- Location of Class ABC Fire Extinguishers



**Received/Filed**