

# **Consent Agenda**



Motion by Shea, and second by Belt, to approve application no. 07 for Cornerstone Commercial Contractors pay for Carson/Macedonia downtown rehab.  
UNANIMOUS VOTE. Motion Carried.

**3. OTHER BUSINESS**

After discussion was held by the Board, a Motion was made by Schultz, and second by Belt, to approve Pottawattamie County Treasurer’s Semi-Annual Report for 7/1/2021 – 12/31/2021.  
UNANIMOUS VOTE. Motion Carried.

**4. RECEIVED/FILED**

A. Salary Action(s):

- 1) Jail-Payroll Status Change for Mike Mantell, Logan Melby, Matt Wyant, and Sean Newton.

**5. ADJOURN**

Motion by Shea, second by Schultz, to adjourn meeting.  
UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 10:11 A.M.

\_\_\_\_\_  
Tim Wichman, Chairman

ATTEST: \_\_\_\_\_  
Matt Wilber, County Attorney

APPROVED: January 25, 2022  
PUBLISH: X

# **Scheduled Sessions**

**John Rasmussen/Engineer**

**Discussion/and or decision to approve  
Eastern Hills Drive water main extension  
agreement with Council Bluffs Water Works.**

COUNCIL BLUFFS CITY WATER WORKS  
COUNCIL BLUFFS, IOWA  
MAIN EXTENSION AGREEMENT

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Board of Water Works Trustees of the City of Council Bluffs, Iowa, 2000 North 25<sup>th</sup> Street, Council Bluffs, Iowa ("Board") and Pottawattamie County Iowa Board of Supervisors, 227 South 6<sup>th</sup> Street, Council Bluffs, Iowa 51503, ("Applicant").

RECITALS

This Agreement is made with reference to the following facts and circumstances.

- A. Applicant is developing a property within Pottawattamie County, Iowa, known as parcel 754326151004, located 2,000 feet north of the intersection of McPherson Avenue and Eastern Hills Drive. (the "Project").
- B. The City of Council Bluffs, Iowa, ("City") before granting building permits for construction of improvements in the Project requires a water main be located so as to provide domestic service and fire protection.
- C. The parties are in agreement that in order to install the required water main it will be necessary to install approximately 2,000 linear feet of 12-inch ductile iron pipe together with all necessary fire hydrants and necessary appurtenances (said fire hydrants and appurtenances being collectively the "Appurtenances") within the public rights-of-way in the proposed streets in the Project, said streets being currently identified as Eastern Hills Drive and/or the portions of the Project constituting easements to be granted to the City for construction, operation, maintenance or removal of water mains and appurtenances to be constructed prior to the final platting of the Project (the "Easements"). The new main will extend from the Board's existing 12-inch water main located In Eastern Hills Drive. All of said installations shall be in compliance with City requirements and Board approved engineering design and locations required to enable Applicant, its grantees or assigns to provide potable water to its subdivision and to obtain necessary building permits from the City.

## AGREEMENT

In consideration of the foregoing recitals which are incorporated into and are made a part of this Agreement, and in further consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows:

1. The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):
  - a. "OPC" shall mean the Board's opinion of the probable Cost of The Work.
  - b. "Administrative Fee" shall mean that amount, computed under the Board's current Administrative Fee Schedule, required to reimburse the Board for its costs for development of the water main extension(s) contemplated in this Agreement, including, without limitation, distribution system modeling in order to determine appropriate water main size and routing, preliminary opinion of probable cost, field surveys, final plans, specifications, IDNR construction permit, final opinion of probable cost, construction staking, geotechnical services, construction observation services, lab tests, legal fees and contract administration.
  - c. "Initial Administrative Fee" shall mean the Administrative Fee based upon the OPC.
  - d. "Final Administrative Fee" shall mean the Administrative Fee based upon the actual Cost of The Work; provided, however, that the Final Administrative Fee shall not be less than 90% of the Initial Administrative Fee.
  - e. "Cost of The Work" shall mean all expenses required to be paid in order to complete The Work including, but not limited to, all costs and expenses for labor, materials, machines and equipment and contractors' charges. Notwithstanding the foregoing, the Cost of The Work shall not include any expenses paid by Applicant through the Administrative Fee.
  - f. "The Work" shall mean the construction of a 12-inch ductile iron pipe water main with all Appurtenances constructed within the public rights-of-way of the Project and/or the Easements in order to provide domestic water service and fire protection

in and to the Project.

2. To enable Applicant to develop the proposed Project, the Board, in consideration of the agreement of Applicant to the terms and conditions hereinafter provided, agrees that at such time as Applicant:
  - a. completes the grading and paving of the proposed public rights-of-way located in the Project to be dedicated to the City/County and/or the grading of the Easements free of all encumbrances of any kind or nature; and
  - b. completes construction of the sanitary and storm sewer system and certifies the soil density testing results of this construction;

the Board shall, commensurate with existing weather conditions and prudent construction practices during the 2022 construction season, construct, install and operate The Work.

3. Applicant agrees:
  - a. To pay to the Board, concurrent with the execution of this Agreement, the Initial Administrative Fee in the amount of Thirty-six Thousand and 00/100 Dollars (\$36,000.00).
  - b. To pay to the Board the difference between the Initial Administrative Fee and the Final Administrative Fee in the event the Final Administrative Fee exceeds the Initial Administrative Fee before the Board will furnish any water service to any water customers located in the Project.
  - c. To pay to the Board any Duplicative Costs (defined in §4.c below).
  - d. To pay to the Board all of the Cost of The Work.
  - e. To cause to be executed, acknowledged and delivered to the Board an Easement Agreement in form attached hereto as Exhibit 1 in the event easements are required.
  - f. To deposit with the Board the sum of Three Hundred Forty-one Thousand Four Hundred and 00/100 Dollars (\$341,400.00) (the "Initial Deposit") at least ten (10)



full working days prior to advertisement for construction bids or at least thirty (30) full working days prior to the commencement of construction by the Board, whichever is applicable. The Initial Deposit is the sum representing the Board's opinion as to Applicant's share of the probable total Cost of The Work based on current available pricing information. Nonetheless, it is specifically understood by Applicant that the actual total Cost of The Work may be a sum greater or lesser than said sum.

- g. If, prior to the Board's commencement of construction of The Work, the Board discovers that any of the amounts used by the Board in establishing its opinion as to the total Cost of The Work are less than the amounts then known by the Board to be required to pay for the Cost of The Work, Applicant, prior to the letting of the construction contract for The Work by the Board or commencement of construction of The Work by the Board, whichever is applicable, shall deposit with the Board an additional sum equivalent to the difference between the Initial Deposit and the Applicant's then apparent share of the Cost of The Work.
- h. After completion and acceptance of The Work by the Board, and before any water service connections may be made by any person or entity to The Work, Applicant shall pay to the Board all additional sums, if any, required in order to fully reimburse the Board for Applicant's share of the Cost of The Work.

4. IT IS MUTUALLY AGREED THAT:

- a. The funds to be paid/deposited by Applicant pursuant to the terms of this Agreement shall be applied as follows:
  - (1) The Initial Administrative Fee shall be placed in the Board's General Fund for the payment of the expenses covered by the Administrative Fee.
  - (2) The Initial Deposit shall be placed in a separate FDIC Insured Money Market Account or Business Checking Account (either being the "Account") in the name of "The Council Bluffs Water Works" for the Board to draw interest until expended for the Cost of The Work.
  - (3) In lieu of the Initial Deposit, the Applicant may deliver to the Board by the

deadline for the Initial Deposit an Irrevocable Letter of Credit drawn on a Council Bluffs, Iowa, bank in favor of the Board in the form prescribed by the Board (the "ILOC") for drawings up to the amount of the Initial Deposit.

- (4) If, after full satisfaction of all Cost of The Work payable by Applicant under this Agreement, any funds remain in the Account or available under the ILOC, the balance of said funds shall be paid or credited to Applicant. If the funds either then on deposit in the Account or then available under the ILOC are insufficient to satisfy all Cost of The Work payable by Applicant, Applicant shall pay to the Board the balance due the Board for Applicant's share of the Cost of The Work before the Board will furnish any water service to any water customers located in the Project.

- b. If the Initial Administrative Fee is greater than the Final Administrative Fee, the difference shall be paid or credited to Applicant by the Board.
- c. No extra work shall be added to or deleted from The Work after the letting of the contact by the Board or commencement of construction of The Work by the Board, whichever is applicable, without Applicant's prior written consent, which consent shall not be unreasonably withheld. In the process of so modifying The Work, the parties hereto shall recalculate and agree upon their respective percentages of the Cost of The Work,

If Applicant so consents to such extra work and the funds then on deposit with the Board are insufficient to pay Applicant's share of the cost of the extra work, Applicant will deposit with the Board such additional funds required to pay such cost for deposit and investment as part of the Initial Deposit before such extra work shall be performed. Applicant's written consent for such extra work shall not be unreasonably withheld. If unreasonably withheld, Applicant shall be liable to the Board for all expenses incurred by the Board in enforcing this Agreement, including reasonable attorney fees and expenses, and for all special and general damages and any punitive damages that may be awarded the Board against Applicant by a court or jury for Applicant's breach of this Agreement.

- d. The Board is using surveys, plans, drawings and other design documents furnished to the Board by Applicant for the routing, location and design of the water main extension. The Board is wholly reliant upon the Applicant as to the accuracy and completeness of the information provided by Applicant and its engineer and surveyor and assumes no liability, stated or implied, for any errors or omissions resulting from the use of the documents provided. While reasonable care and diligence will be exercised in determining the location of buried utilities, soil conditions and depth of water table prior to letting of construction contracts, unforeseen conditions may arise that require a contract change order for extra work and a cost increase. Notwithstanding any provision in this Agreement to the contrary, it is agreed that the Applicant's engineer shall be responsible for the construction staking required for the Project in accordance with the plans and specifications.

In the event any of the information so provided by the Applicant proves to be incorrect and results in the Board duplicating any of its responsibilities under this Agreement, the cost of said duplication (the "Duplicative Cost") shall be paid by Applicant to the Board before the Board will furnish any water service to any water customers located in the Project.

- e. The Board reserves the right to reject any or all bids the Board may receive for The Work for any reason considered by the Board to be against the best interest of the City.
- f. The Work and all additions thereto and replacements thereof, as and when installed, shall be and shall remain the property of and under the exclusive control and jurisdiction of the Board and its assigns and the Board shall have the right to extend said main beyond or laterally without further consent of Applicant and without becoming liable to Applicant for any refunds.
- g. Applicant, as well as any others desiring water service to be furnished by the Board from and through The Work, shall make application to the Board for the necessary tap permit and shall pay the then existing tap fee and other charges assessed by the Board for providing such water service, none of which shall be refundable to Applicant. Thereafter, the Board agrees to furnish water service to

such customers so long as they timely pay for such service at the rates and charges applicable thereto and are in full compliance with all other rules and regulations of the Board pertaining to the providing of water service to its customers.

5. Applicant, its successors in interest and assigns shall be jointly and severally liable for all payments required to be paid to the Board and performance of all obligations of Applicant under the terms and conditions of this Agreement.
6. This Agreement shall not be sold, transferred or assigned by Applicant without written consent of the Board, which consent shall not be unreasonably withheld. Except as above provided, this Agreement shall be binding on and inure to the benefit of the parties, their successors in interest and assigns, the same as if they were original parties signing this Agreement.
7. This Agreement shall become effective only when duly signed and acknowledged by all parties of this Agreement.
8. All exhibits referred to in this Agreement are attached hereto and are incorporated herein by reference as if fully set forth herein.
9. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Iowa applicable to contracts made and performed in Iowa.
10. Words and phrases herein, including acknowledgements endorsed hereon shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
11. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.
12. This Agreement and any amendments, waivers, consents, supplements may be executed in any number of counterparts and by different parties in separate

counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopy or similar electronic medium shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopy or similar electronic medium shall also deliver a manually executed counterpart of this Agreement; provided that the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have signed this Agreement and affixed any seals required by their respective entities on the dates set opposite their respective signatures.

Board Of Water Works Trustees Of The City Of  
Council Bluffs, Iowa

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

By: \_\_\_\_\_  
Caitlin A. Beresford, Chairperson

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

By: \_\_\_\_\_  
Douglas P. Drummey, Secretary

Pottawattamie County Board of Supervisors

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

By: \_\_\_\_\_  
Tim Wichman, Chairman

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

By: \_\_\_\_\_  
Melvin Houser, Secretary

STATE OF IOWA )  
 ) ss  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Caitlin A. Beresford and Douglas P. Drummey to me personally known, and who, being by me duly sworn, did say that they are the Chairperson and Secretary respectively, of the Board of Water Works Trustees of the City of Council Bluffs, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed and sealed on behalf of the Board of Water Works Trustees of the City of Council Bluffs, Iowa, by authority of said Board, as contained in Resolution Number 08-23-21 adopted and passed by said Board on the 17<sup>th</sup> day of August, 2021, and that Caitlin A. Beresford and Douglas P. Drummey acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of said Board, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF IOWA )  
 ) ss  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tim Wichman and Melvin Houser to me personally known, and who, being by me duly sworn, did say that they are the Chairman and Secretary respectively, of the Pottawattamie County Board of Supervisors; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed and sealed on behalf of the Pottawattamie County Board of Supervisors, by authority of said Board and that Tim Wichman and Melvin Houser acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of said Board, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

# Exhibit 1



# EASEMENT AGREEMENT

## Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006  
Douglas P. Drummey, General Manager. Reviewed and approved by legal counsel for the Board of Water Works Trustees of the City of Council Bluffs, Iowa.

**Taxpayer Information:** (Name and complete address)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006  
Douglas P. Drummey, General Manager.

**Return Document To:** (Name and complete address)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006  
Douglas P. Drummey, General Manager.

**Grantors:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Grantees:**

City of Council Bluffs, Iowa, for the use and benefit of The Board of Water Works Trustees of the City of Council Bluffs, Iowa

**Legal Description:** See next page.

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

## EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, a(n) \_\_\_\_\_(State) \_\_\_\_\_(corporation/limited liability company), for good and sufficient valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the City Of Council Bluffs, Iowa, for the use and benefit of The Board of Water Works Trustees of the City of Council Bluffs, Iowa, (the "City Water Works") a permanent non-exclusive easement at least fifty (50) feet in width, over, across and through the following described real estate situated in the City of Council Bluffs, Pottawattamie County, Iowa, to-wit:

See Exhibit "A"

including the perpetual right to enter upon said real estate, at any time that it may see fit, and construct, inspect, maintain, repair, replace and operate or remove underground pipe lines and/or mains for the purpose of conveying water over, across, through and under said real estate, together with the right to excavate and refill ditches and/or trenches for the location of said pipe lines and/or mains, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said pipe lines and/or mains.

The Easement herein granted shall be a servient estate which shall run with the land and be binding on the successors-in-interest to said tracts of land.

The said City Water Works shall properly and promptly refill any excavations made on said premises after the purpose of said excavation has been fulfilled and shall leave the premises in the same general condition as it was in before the said City Water Works went upon the same; further, that if any fences or existing structures are moved for the purpose of laying, maintaining, operating or replacing said main, such fences and structures shall be promptly replaced by said City Water Works upon completion of the work requiring such removal.

In further consideration for the good and sufficient valuable consideration received by the undersigned, the undersigned agrees that it will not place any permanent structures upon or over said easement without first obtaining the written consent of said City Water Works; further, the

undersigned covenants with Grantee that it is lawfully seized and possessed of the real estate above described; that it has good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As a part of the consideration of this grant, the undersigned does hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

Words and phrases herein, including the acknowledgement, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

All provisions of this Agreement shall inure to the benefit of and be binding upon and applicable to the successors, personal representatives, heirs, and assigns of the parties hereto the same as if they were in all instances named herein.

Pottawattamie County Board of Supervisors

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

By: \_\_\_\_\_  
Tim Wichman, Chairman

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

By: \_\_\_\_\_  
Melvin Houser, Secretary

STATE OF IOWA )  
 ) ss  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tim Wichman and Melvin Houser to me personally known, and who, being by me duly sworn, did say that they are the Chairman and Secretary respectively, of the Pottawattamie County Board of Supervisors; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed and sealed on behalf of the Pottawattamie County Board of Supervisors, by authority of said Board and that Tim Wichman and Melvin Houser acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of said Board, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

**Lea Voss / Treasurer**

**Discussion and/or decision to approve tax suspension  
pursuant to Iowa Code Section 427.9, for property  
located at 100 Cambridge Circle, Council Bluffs, Iowa.**

600 W 4TH ST  
DAVENPORT

IOWA 52801

82 CMW1

KENNETH DUKES  
EDNA DUKES  
100 CAMBRIDGE CR  
COUNCIL BLUFFS

FOR

IA 51503

Worker Name DHSEASTERN WAIVERTEAM  
Case Number Y91296-01-0-3  
Worker Phone 563-241-0459  
1-866-849-3537

01/04/22

712-329-0100

**Please review the entire notice. If you have questions, call your worker.**

You are approved for the Supplement for Medicare and Medicaid Eligibles program effective 01/03/22. You will get \$1.00 for each month that you are eligible. Checks are mailed at the beginning of January, April, July and October for the three month period that just ended. Payments will continue as long as you are eligible for Medicaid. This program saves Iowa money. By paying you a cash benefit, Iowa can receive federal money to help pay for your Medicare premiums.

EM 6-B Supplement for Medicare and Medicaid Eligibles;  
441 Iowa Admin. Code 50.2 (249), 51.10, 52.1 (249)

You get SSI, State Supplementary Assistance or you live in a facility in which the Department of Human Services is paying some or all of the cost. You may not have to pay property taxes at this time. Take this notice to your county Board of Supervisors to discuss having your property taxes delayed.

EM 8-A Property Tax Relief; 441 Iowa Admin. Code 427.9

164

DALY

6107

**Garfield Coleman/Risk Manager & Jeff  
Brehmer, Kim Arfman, and Tami Cull/ Smith  
Davis**

**Discussion and/or decision to approve  
Pottawattamie County 2022 Insurance  
Renewal**

# Pottawattamie County 2022 Renewal

Presented by:



# Pottawattamie County 2022 Renewal

	Current	Renewal	
<b>VALUES (\$10K ded)</b>	<b>2021/2022</b>	<b>2022/2023</b>	<b>Value difference</b>
<b>Coverage</b>	<b>Current</b>	<b>Renewal</b>	
Building	\$90,637,641	\$96,904,034	\$6,266,393
Personal Property	\$26,633,611	\$27,230,430	\$596,819
EDP- Hardware	\$5,926,585	\$950,587	-\$4,975,998
Fine Arts	\$55,000	\$55,000	\$0
Valuable Papers	\$1,875,000	\$1,875,000	\$0
Money & Securities	\$500,000	\$500,000	\$0
Extra Expense	\$1,300,000	\$1,300,000	\$0
Flood (scheduled locations only)	\$50,000,000	\$50,000,000	\$0
Auto Physical Damage (600/1,000 ded)	\$9,072,958	\$9,982,159	\$909,201
<b>TOTAL VALUES:</b>	<b>\$186,000,795</b>	<b>\$188,797,210</b>	<b>\$2,796,415</b>

<b>CONTRIBUTIONS/Limits:</b>	<b>2021/2022</b>	<b>2022/2023</b>	<b>\$ difference</b>
<b>Property</b>	<b>\$210,196</b>	<b>\$268,132</b>	<b>\$57,936</b>
<b>Casualty-</b> General Liab \$2,000,000	\$52,018	\$59,465	\$7,447
Cyber Liab \$2,000,000	included	included	\$0
Cyber Breach \$250,000	included	included	\$0
Official Liab Wrongful Acts \$2,000,000	\$15,880	\$16,715	\$835
<b>Law Enforcement Liab \$2,000,000</b>	<b>\$60,519</b>	<b>\$79,495</b>	<b>\$18,976</b>
Auto Liab \$2,000,000	\$43,977	\$50,816	\$6,839
Excess Liab \$13,000,000	\$42,517	\$55,269	\$12,752
<b>Casualty Total:</b>	<b>\$214,911</b>	<b>\$261,760</b>	<b>\$46,849</b>
<b>Bond-</b> Employee Dishonesty \$500,000	<b>\$8,350</b>	<b>\$8,350</b>	<b>\$0</b>
<b>Auto Physical Damage</b>	<b>\$114,442</b>	<b>\$138,582</b>	<b>\$24,140</b>
<b>Equipment Breakdown</b>	included	included	<b>\$0</b>
<b>ICAP Marketing &amp; Admin Fee</b>	<b>\$7,677</b>	<b>\$8,809</b>	<b>\$1,132</b>
<b>Total Contributions:</b>	<b>\$555,576</b>	<b>\$685,633</b>	<b>\$130,057</b>
<b>Work Comp Preliminary Renewal</b>	<b>\$312,948</b>	<b>\$278,012</b>	<b>-\$34,936</b>
<b>Total Contributions Paid:</b>	<b>\$868,524</b>	<b>\$963,645</b>	<b>\$95,121</b>

<b>CLAIMS:</b>	<b>2020</b>	<b>2021</b>	<b># claims 2021</b>
Property	\$63,426	\$64,552	13
General Liability	\$55,010	\$3,692	4
Law Enforcement Liability	\$27,147	Confidential	1
Auto Liability	\$5,784	\$21,783	6
Auto Physical Damage	\$208,991	\$45,488	7
<b>TOTAL:</b>	<b>\$360,358</b>	<b>\$135,515</b>	<b>31</b>

1711% Ratio



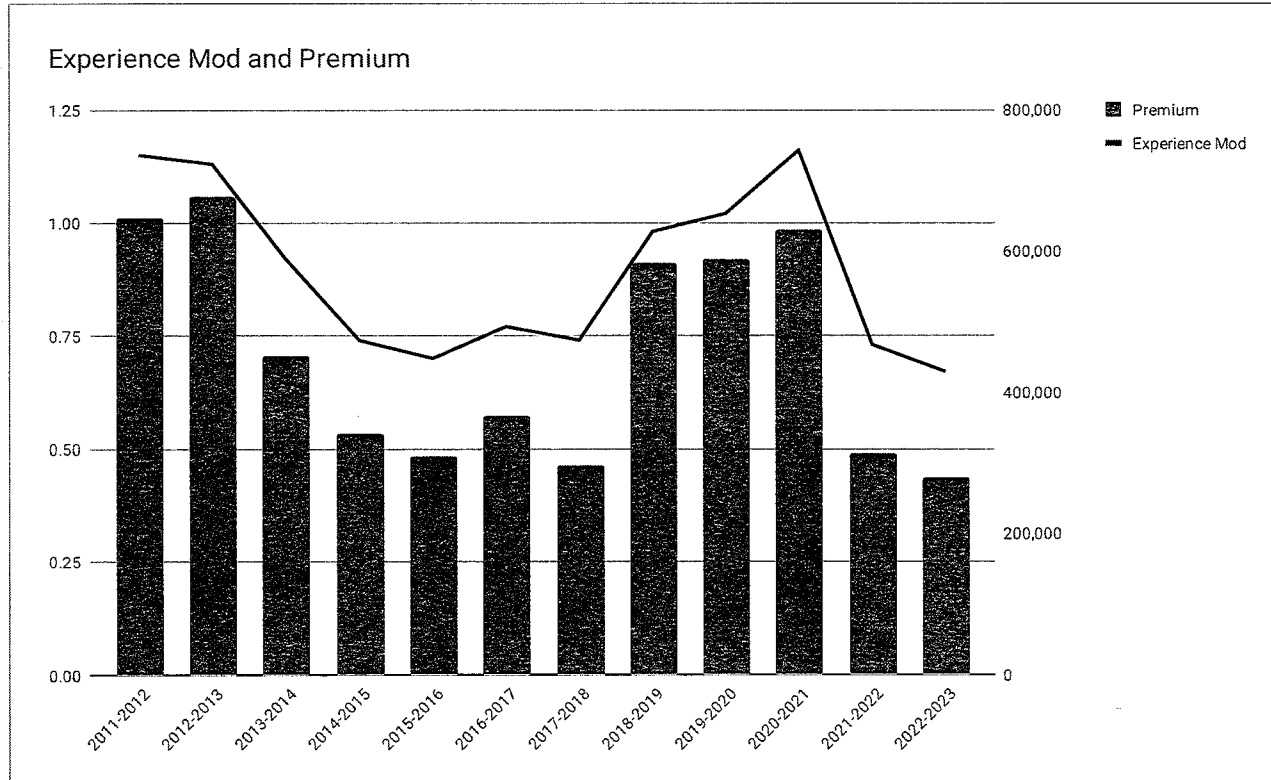
<b>Current</b>	<b>Projected</b>
<b>Work Comp 7/1/2021 - 7/1/2022</b>	<b>Work Comp 7/1/2022 - 7/1/2023</b>
Experience Mod: 0.73	Experience Mod: 0.67
Current Premium: \$312,948	Renewal Premium: \$278,012

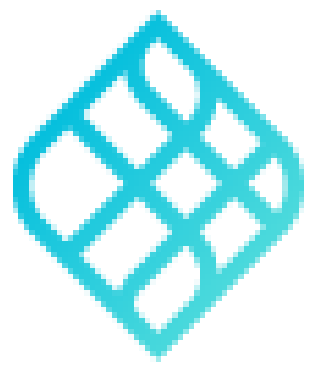
\*both premiums are calculated using the same payroll totals

\*Please note, the projected experience modification is preliminary and is subject to change.  
The IMWCA Board of Trustees does not confirm their discounts/credits until late January.

Pottawattamie County Historical Work Comp - Premium & Exp Mod

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Premium	646,277	676,051	450,773	341,138	309,428	365,376	295,503	581,793	588,328	628,995	312,948	<b>278,012</b>
Experience Mod	1.15	1.13	0.92	0.74	0.70	0.77	0.74	0.98	1.02	<b>1.16</b>	0.73	<b>0.67</b>





# Risk Management Center

**Total Safety Trainings Completed**

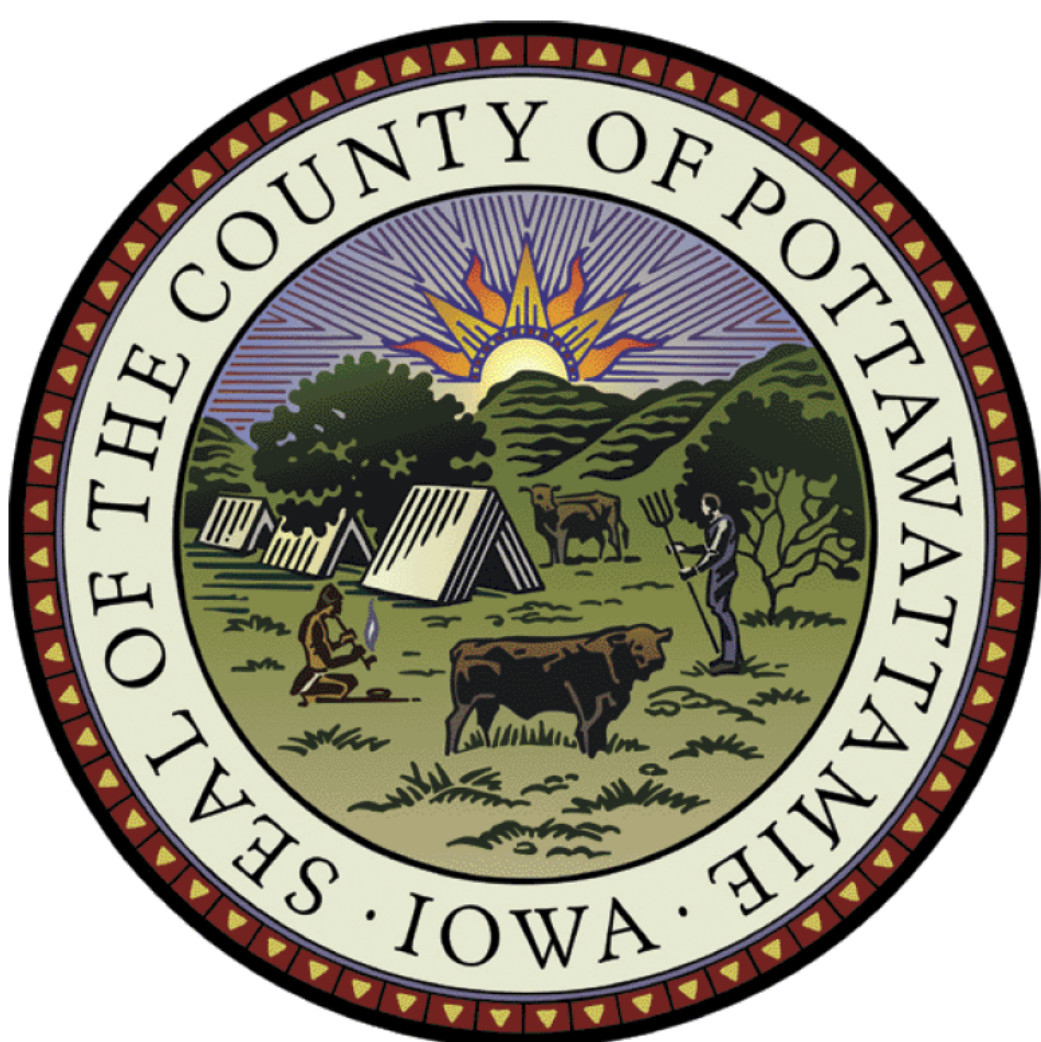
**6,518**

As of 1/19/2022

## Snapshot

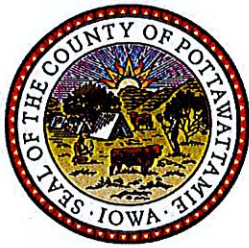
Year	Completed
2018	1,243
2019	1,178
2020	1,535
2021	1,634

## Other Training Sources



**Matt Wyant/Director, Planning and  
Development, and/or Pam Kalstrup, Acting  
Directory, Planning and Development**

**Discussion and/or decision to approve  
reappointment of Michael Genereux to the  
Zoning Board of Adjustment, with a term  
ending date of December 31, 2026**



*Pottawattamie County  
Office of Planning and Development*

TO: Board of Supervisors  
FROM: Matt Wyant, County Planning Director  
DATE: January 11, 2022

I would like to make the following recommendation for re-appointment to the Zoning Board of Adjustment:

Michael Genereux for a five year term beginning January 1, 2022 and will expire December 31, 2026.

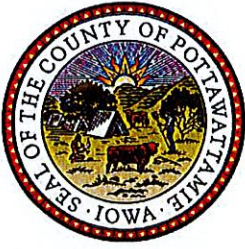
Mike has been on the Zoning Board of Adjustment since 2016. His knowledge of the Zoning Ordinance and his six years of experience being on the ZBA make him a valuable member.



*223 South 6<sup>th</sup> Street, Suite 4  
Council Bluffs, Iowa 51501-4245  
712-328-5792 \* Office  
712-328-4731 \* FAX*

**Matt Wyant/Director, Planning and  
Development, and/or Pam Kalstrup, Acting  
Directory, Planning and Development**

**Discussion and/or decision to approve  
Appointment of Austin Kay to the Zoning  
Board of Adjustment, with a term ending  
date of December 31, 2026**



*Pottawattamie County  
Office of Planning and Development*

TO: Board of Supervisors  
FROM: Matt Wyant, County Planning Director  
DATE: January 11, 2022

Steve Pierce has been on the ZBA since 2009. His term expired on 12/31/2021 and has chosen to step down. I would like to make the following recommendation for appointment to the Zoning Board of Adjustment to replace Steve:

Austin Kay for a five year term beginning January 1, 2022 and ending December 31, 2026.

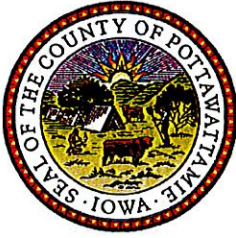


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**Matt Wyant/Director, Planning and  
Development, and/or Pam Kalstrup, Acting  
Directory, Planning and Development**

**Discussion and/or decision to approve  
Appointment of Tyler Brunow to the  
Pottawattamie County Appeal Board with a  
term ending date of December 31, 2026**





*Pottawattamie County  
Office of Planning and Development*

TO: Board of Supervisors

FROM: *Matt Wyant*

Matt Wyant, County Planning Director

DATE: January 18, 2022

I would like to recommend Tyler Brunow for appointment to the Appeal Board to replace David Applegate whose term expired on December 31, 2021. Tyler Brunow is the owner of Amped Electric and resides in rural Pottawattamie County. Mr. Brunow has the experience and training that would be beneficial to the Pottawattmie County Appeal Board.

Tyler Brunow

16915 235<sup>th</sup> Street

Council Bluffs, IA 51503



*223 South 6<sup>th</sup> Street, Suite 4  
Council Bluffs, Iowa 51501-4245  
712-328-5792 \* Office  
712-328-4731 \* FAX*

**Matt Wyant/Director, Planning and  
Development, and/or Pam Kalstrup, Acting  
Directory, Planning and Development**

**Recognize Steve Pierce for his years of  
serving on the Zoning Board of Adjustment  
since 2009**

**Al Wegman/Lewis Township Fire  
Department**

**Discussion concerning light on HWY 92**

**Other Business**

**Matt Wyant/Director, Planning and  
Development, and Melinda Sorenson,  
Wellbeing Partners**

**Presentation of “Vivacity” Workplace  
wellness initiative for Pottawattamie County  
Employers and Residents**

**Jana Lemrick / Director of Human Resources**

**Discussion and/or decision to approve Job  
Description of Public Relations Manager, and  
the posting of said position**

# POTTAWATTAMIE COUNTY – HUMAN RESOURCES

## JOB DESCRIPTION

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<b><u>POSITION TITLE:</u></b>	Public Relations Manager
<b><u>REPORTS TO:</u></b>	Human Resources Director
<b><u>SUPERVISES:</u></b>	None
<b><u>BARGAINING UNIT/GRADE:</u></b>	Non-Union; Pay Grade 530 \$35.42-\$45.34
<b><u>FLSA Status:</u></b>	Exempt
<b><u>DATE:</u></b>	January 26, 2021

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**SUMMARY OF POSITION:** This position is responsible for the development and administration of the County’s communication program. The communication program includes developing communication strategies, media and public relations, community relations, dissemination of information related to Pottawattamie County.

### **ESSENTIAL FUNCTIONS:**

*An employee in this class is expected to exercise independent judgment and initiative in planning and executing work responsibilities. The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.*

Direct, lead and implement communication strategies for the County. Manage communications including public speaking, media relations, website updates, social networking, print and broadcast communications, digital communication, etc.

Serve as the primary resource for information from the Pottawattamie County Board of Supervisors. Facilitate County Board’s community visibility and engagement.

Work closely with all departments on department specific needs in regards to their communication and public relations needs.

Promote relationships with key business partners, cities and citizens within the County. Attend meetings and events within the County.

Monitor and respond to community feedback. Analyze extent of public understanding of County programs and business and determines how to education and communicate regarding such.

Assist with the County's online presence including social media, websites, etc.

Arrange press conferences, statements, interviews and appearances with County officials.

Provide guidance and strategies to County officials on effectively presenting message and/or information.

Develop public relations strategies centered on key legislative and policy issues.

Assists with internal communication strategies as needed.

### **MARGINAL FUNCTIONS:**

Perform other duties as directed or as the situation dictates.

### **ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY:**

Regular and reliable attendance at work reporting location is an essential function of this position. Ability to report to work on time and in accordance with established work schedule.

Skill in the use of computers. Must be proficient in Microsoft Office suite, including word, excel, power point and familiar with Microsoft 365.

Ability to prioritize and effectively manage multiple responsibilities.

Must have strong critical thinking and problem solving skills.

Ability to establish and maintain effective working relationships with the general public, county employees and other governmental agencies and governmental officials.

Excellent time management skills and the ability to work with little or no supervision. Ability to prioritize and effectively manage multiple responsibilities.

### **ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENSES:**

Bachelor's degree in Public Relations, Communications, Marketing, Journalism or related field and at least five (5) years of direct work experience in public relations, media relations, communications work including writing, editing and public speaking, government relations or spokesperson responsibilities for a complex public or private



organization.

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

**ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS:**

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

Work is generally performed indoors and requires some physical activity including walking, kneeling, bending, crouching, reaching, stooping, climbing and extended periods of sitting or standing.

Have clarity of speech and hearing which permits effective communication.

Have sufficient vision which permits moderate production and review of a wide variety of materials both in electronic and hardcopy formats.

Have sufficient manual dexterity to make handwritten notations and which permits moderate use of a keyboard and mouse.

Ability to frequently lift and/or move office equipment and supplies weighing up to 10 pounds.

Ability to communicate effectively with others, both orally and in writing, including public speaking and delivering presentations to a variety of audiences.

An incumbent must have sufficient personal mobility to transport themselves to and from various locations throughout the courthouse, county and surrounding jurisdictions and to make site visits to County property, buildings and facilities.

Work hours will be required before or after normal business hours. Travel will be required.

Work requires interaction with the county employees and the general public and may be stressful when dealing with employee injuries, accidents and time constraints.

**Closed Session**

## **BUDGET DISCUSSION**

**Discussion only**