

# **Consent Agenda**

**August 9, 2022**

**MET IN REGULAR SESSION**

The Board of Supervisors met in regular session at 10:00 A.M. All members, except Supervisor Schultz present. Chairman Wichman presiding.

**PLEDGE OF ALLEGIANCE**

**1. CONSENT AGENDA**

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

- A. August 2, 2022, Minutes as read.
- B. Public Health – Employment of Veronica Beck as a part time Health Educator.
- C. July 2022 Vendor Publication Report.

**2. SCHEDULED SESSIONS**

Motion by Shea, second by Belt, to approve setting time and place for public hearing on an amendment for the FY 2022/23 Budget for August 30, at 10:00 AM.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to deny change order #5; \$1,007.00 for site signage markings.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve change order #6; credit -\$911.00 to delete Community Service door.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve change order #7; \$98,458.00 for additional pavement.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Grobe, to approve and authorize Board to sign **Resolution No. 54-2022** entitled: RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF PROBABLE COST FOR THE POTTAWATTAMIE COUNTY SECONDARY ROADS OPERATIONS CENTER PUBLIC IMPROVEMENT PROJECT.

**RESOLUTION NO. 54-2022**

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF PROBABLE COST FOR THE POTTAWATTAMIE COUNTY SECONDARY ROADS OPERATIONS CENTER PUBLIC IMPROVEMENT PROJECT.**

**WHEREAS**, the existing Pottawattamie County Secondary Roads Department Annex was constructed in 1955, is beyond its useful design life and needs an estimated \$2,400,000 in renovations, and

**WHEREAS**, the existing Pottawattamie County Secondary Roads Fleet maintenance facility was constructed in 1977 and fails to provide adequate space for the volume of work and the size of the equipment of the Department's \$19,800,000 fleet, and

**WHEREAS**, the location of either building does not promote efficiency, communication, training, accessibility, or safety, and

**WHEREAS**, the estimated efficiencies created by the Secondary Roads Facility Plan provides for a 1.52 Return on Investment based on a 50 year design life of the new construction with the cost of the improvements recovered in approximately 34 years and an additional \$5,100,000 in estimated savings may be realized by the 50<sup>th</sup> year of the intended design life of the proposed buildings, and

**WHEREAS**, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law, and

**WHEREAS**, the plans, specifications, form of contract and estimate of cost were approved following a public hearing by the Board of Supervisors for the construction of the public improvements described in general as the Pottawattamie County Secondary Roads Operations Center public improvement; and

**WHEREAS**, the project shall be let for construction with bids to be opened at 2:00 P.M. on September 13, 2022 at the office of the Architect, HGM Associates located at 640 5th Ave, Council Bluffs, IA 51501 with a recommendation for award at the September 20, 2022 Board of Supervisors meeting.

**THEREFORE, BE IT RESOLVED BY THE POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS, STATE OF IOWA:** That the plans, specifications, form of contract and estimate of probable cost are hereby approved for the Pottawattamie County Secondary Roads Operations Center public improvement project.

**Dated this 9th Day of August, 2022.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____	○	○	○	○
Tim Wichman, Chairman				
_____	○	○	○	○
Scott Belt				
_____	○	○	○	○
Lynn Grobe				
_____	○	○	○	○
Justin Schultz				
_____	○	○	○	○
Brian Shea				

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

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

**3. OTHER**

Motion by Shea, second by Belt, to approve policy revisions to the employee travel authorization and expense policy.  
 UNANIMOUS VOTE. Motion Carried.

**4. RECEIVED/FILED**

- A. Salary Action(s):
  - 1) SWI Juvenile Detention Center: - Employment of Allissa Schubert as a part time Youth Corrections Worker.
  - 2) Jail – Payroll status change for Chasity Christie.
- B. Reports
  - 1) Recorder Fee Book for July 2022.

**5. PUBLIC COMMENTS**

No Public Comments.

**6. CLOSED SESSION**

Motion by Shea, second by Belt, to go into Closed Session pursuant Iowa Code 21.5(1)(j) for discussion and/or decision on the purchase or sale of particular real estate.  
**Roll Call Vote: AYES: Wichman, Belt, Grobe, Shea. Motion Carried.**

Motion by Shea, second by Belt, to go out of Closed Session.  
**Roll Call Vote: AYES: Wichman, Belt, Grobe, Shea. Motion Carried.**

**6. ADJOURN**

Motion by Belt, second by Grobe, to adjourn meeting.  
 UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:25 A.M.

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

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

APPROVED: August 23, 2022

PUBLISH: X

**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** August 3, 2022

**ESTABLISHMENT:** RENEWAL-PIONEER TRAIL ORCHARD AND PUMPKIN PATCH LLC

**OWNER:** see attached

**LEGAL DESCRIPTION:** See attached property record.

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

<b>DEPARTMENT</b>	<b>COMMENTS</b>	<b>YES</b>	<b>NO</b>
<b>TREASURER</b>	Free from certified taxes and special assessments		
<b>PLANNING</b>	Properly zoned	X	
	Nuisance violations		X
	Septic system violations		X
<b>SHERIFF</b>	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

**COMMENTS**

**Signature**



**TO:** **Lea Voss, County Treasurer**  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** August 3, 2022

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PATCH LLC**

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**LEGAL DESCRIPTION:** See attached property record.

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<b>TREASURER</b>	Free from certified taxes and special assessments	✓	
<b>PLANNING</b>	Properly zoned		
	Nuisance violations		
	Septic system violations		
<b>SHERIFF</b>	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

**COMMENTS**

Signature *Lea A Voss*

**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

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<b>PLANNING</b>	Properly zoned		
	Nuisance violations		
	Septic system violations		
<b>SHERIFF</b>	Complaints received		X
	Citations issued at this establishment		X
	Owner convicted of a felony within the last 5 years		X

**COMMENTS**

Signature Andrew Brown 78-1



## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
PIONEER TRAIL ORCHARD & PUMPKIN PATCH L.L.C.	Pioneer Trail Orchard and Pumpkin Patch L.L.C	(712) 366-1505		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
21534 Chestnut Road		Council Bluffs	Pottawattamie	51503
MAILING ADDRESS	CITY	STATE	ZIP	
21534 Chestnut Road	Council Bluffs	Iowa	51503	

## Contact Person

NAME	PHONE	EMAIL
Tarry Hempel	(712) 366-1505	tarry@ptapples.com

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BB0038035	Class B Beer Permit	12 Month	Renewed

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 1, 2018	Sep 30, 2019	

### SUB-PERMITS

Class B Beer Permit, Class C Native Wine Permit





## PRIVILEGES

Outdoor Service, Sunday Service

## Status of Business

### BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tarry Hempel	Council Bluffs	Iowa	51503	Owner	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Oct 1, 2018

POLICY EXPIRATION DATE

Sep 30, 2019

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

7443 15 201 001

--- Permanent Property Address ---	----- Mailing Address -----
HEMPEL, TARRY A	HEMPEL, TARRY A
21498 CHESTNUT RD	21534 CHESTNUT RD
COUNCIL BLUFFS, IA 51503	COUNCIL BLUFFS, IA 51503

District: 049 LEWIS TWP/LEWIS CENTRAL  
District: 049 LEWIS TWP/LEWIS CENTRAL

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Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/744315201001>

=====  
TAX DESCRIPTION\*  
\* Not to be used on legal documents

LEWIS TWP 15-74-43 NW NE EXC E335.87' & E16' NE NW (PARCELS E OF B & F OF D)  
=====  
ASSESSED VALUE  
\* Class is for Assessment purposes only - Not Zoning

Current Value						
2022	Agri. Land	Dwelling	Improvement	Total	Ag Acres	Class
Full Value	\$26,000	\$271,800	\$3,400	\$301,200	29.600	A/AD
Exempt	\$0	\$0	\$0	\$0	0	A/AD
Net Total	\$26,000	\$271,800	\$3,400	\$301,200	29.600	A/AD

Prior Year Value						
2021	Agri. Land	Dwelling	Improvement	Total	Ag Acres	Class
Full Value	\$26,000	\$271,800	\$3,400	\$301,200	29.600	A/AD
Exempt	\$0	\$0	\$0	\$0	0	A/AD
Net Total	\$26,000	\$271,800	\$3,400	\$301,200	29.600	A/AD

=====  
EXEMPTIONS/CREDITS APPLIED  
2021 AGLAND  
2021 HOMESTEAD  
2021 MILITARY  
2022 HOMESTEAD  
2022 MILITARY

=====  
OWNERS  
\* Book/Page LINKS TO RECORDER'S WEBPAGE  
1 D HEMPEL, TARRY A book/page: 106/24582 D  
2 D SHANAHAN, JANICE M

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

Sale Date	Amount	Code	Book/Page
06/05/2006	1	<a href="#">D009</a>	0106/24580
06/05/2006	1	<a href="#">D009</a>	0106/24581
05/04/1995	0	<a href="#">D038</a>	0095/28558
12/01/1994	88000	<a href="#">C019</a>	0095/14183

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ASSESSMENT DATA  
=====

PDF: 27 MAP: LEWIS TWP

Date Reviewed: 10/14/19 LMR

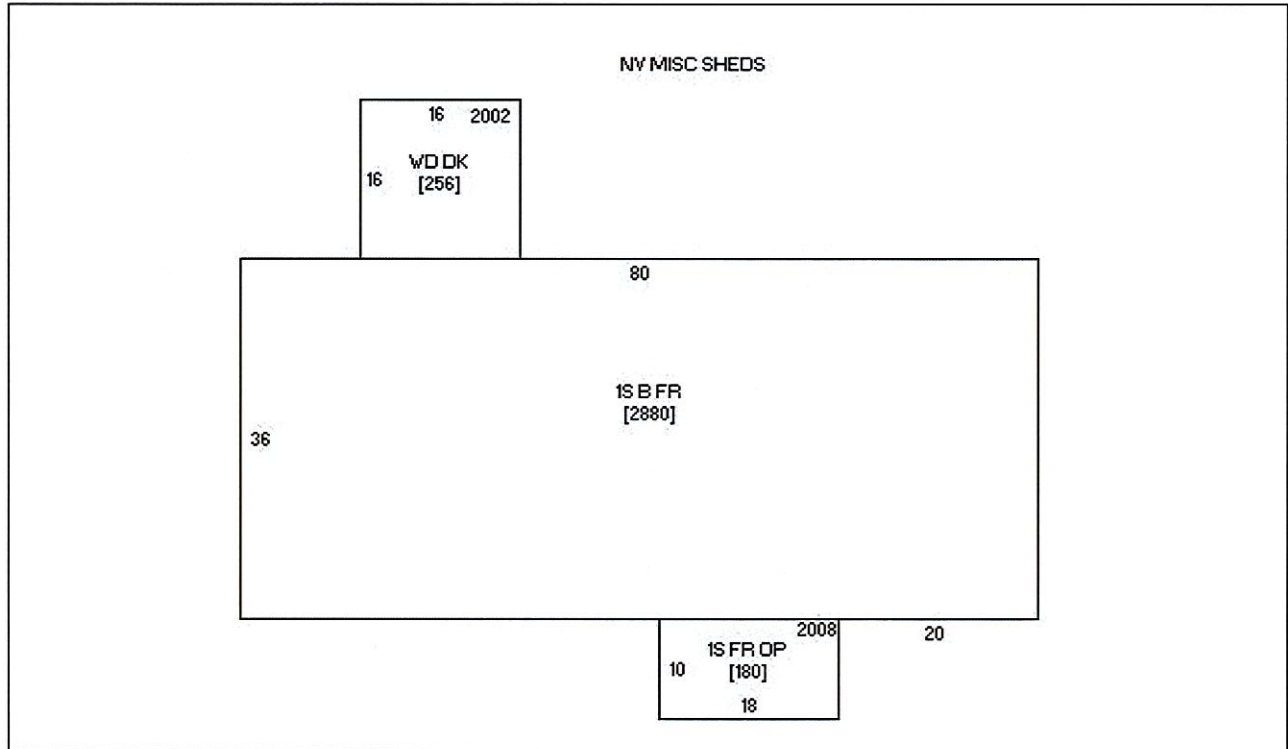
LAND.....1289376 sqFt 29.6 acres

Residence 1 of 1 -- Single-Family

BUILDING.....1 Story Frame	7/0 Rooms Above/Below	3/0 Bedrooms Above/Below	2880 SF Base	AC
Built:1996	Normal	Bsmt: Full	Bsmt Finish: None	Attic Finish: None
FINISH.....Foundation: C Blk	Exterior: Wd Lap	Roof: Asph / Hip		
Interior: Drwl	Flooring: Carpet / Laminate			
PLUMBING.....1 Full Bath	1 Lavatory	1 Shower Stall/Tub	1 Whirlpool Bathroom	
BUILT INS.....1 Dishwasher				
PORCHES.....180 SF	1S Frame Open	No Bsmt		

DECK/PATIO...256 SF Wood Deck-Med  
 GARAGES(2)...1 Detached 1 Bsmt Stall  
 Garage 1: 324 SF Det Frame 18x18 Built: 1920  
 YARD EXTRAS..NV DWLG Quantity=781.00 Square Feet, Height=0

##	Outbuilding Type / Description	Dimension	Cap/Area	Year
1	Barn - Flat/FR	20 x 40	800 SF	1900
2	Lean-To/FR TO #1	16 x 40	640 SF	1920
3	Steel Utility Building/POLE/FR	30 x 70	2100 SF	2006



21498 CHESTNUT RD, HEMPEL, TARRY A



21498 CHESTNUT RD, HEMPEL, TARRY A, 1 10/14/2019

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2400ft x 2400ft

Click any parcel to go to its web page  
See [more maps](#) at the [County GIS Department](#).

As of:

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** August 3, 2022

**ESTABLISHMENT:** RENEWAL-TAYLOR QUIK PIC

**OWNER:** see attached

**LEGAL DESCRIPTION:** See attached property record.

The Auditor has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanation may be given in the form of comments below and/or attachments.

DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments		
PLANNING	Properly zoned	X	
	Nuisance violations		X
	Septic system violations		X
SHERIFF	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

**COMMENTS**

**Signature**



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Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

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**COMMENTS**

Signature

*Lea A Voss*

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Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

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	Nuisance violations		
	Septic system violations		
<b>SHERIFF</b>	Complaints received		X
	Citations issued at this establishment		X
	Owner convicted of a felony within the last 5 years		X

**COMMENTS**

Signature





## **Applicant**

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
TAYLOR OIL ENTERPRISES, LIMITED	Taylor Quik Pik	(712) 366-5046		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
14151 Wabash Ave		Council Bluffs	Pottawattamie	51503
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 548	Blair	Nebraska	68008	

## **Contact Person**

NAME	PHONE	EMAIL
Eric Taylor	(402) 426-9505	eric@tqp.co

## **License Information**

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003354	Class E Liquor License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 10, 2022	Oct 9, 2023	

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit





PRIVILEGES

Sunday Service

## **Status of Business**

BUSINESS TYPE

Privately Held Corporation

## **Ownership**

• **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Brad Taylor	Blair	Nebraska	68008	President/Owner	100.00	Yes
Roger Schultz	Harlan	Iowa	51537			
Eric Taylor	Blair	Nebraska	68008			
Eric Taylor	Blair	Nebraska	68008			

## **Insurance Company Information**

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

[Find Property](#)   [Res Sales](#)   [Comm/Ind Sales](#)

7443 08 376 002

--- Permanent Property Address ---	----- Mailing Address -----
TAYLOR OIL COMPANY INC	TAYLOR OIL COMPANY INC
14151 WABASH AVE	C/O #33
COUNCIL BLUFFS, IA 51503	PO BOX 548
	BLAIR, NE 68008

=====  
District: 049 LEWIS TWP/LEWIS CENTRAL

=====  
REAL ESTATE TAXES ON TREASURER'S WEBPAGE  
Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/744308376002>

=====  
TAX DESCRIPTION\*  
\* Not to be used on legal documents

LEWIS TWP 8-74-43 PT SE SW COMM 999.1'N 33'E SW COR TH S70.6' SE190.3' NE119' N152.7' W232.8' TO POB & 25' X 218' STRIP ADJ N

=====  
ASSESSED VALUE  
\* Class is for Assessment purposes only - Not Zoning

Current Value					
2022	Comm. Land	Improvement	Total	Class	
Full Value	\$186,000	\$622,300	\$808,300	C	
Exempt	\$0	\$0	\$0	C	
Net Total	\$186,000	\$622,300	\$808,300	C	

Prior Year Value					
2021	Comm. Land	Improvement	Total	Class	
Full Value	\$186,000	\$622,300	\$808,300	C	
Exempt	\$0	\$0	\$0	C	
Net Total	\$186,000	\$622,300	\$808,300	C	

=====  
EXEMPTIONS/CREDITS APPLIED  
2021 BPTC

=====  
OWNERS  
\* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D TAYLOR OIL COMPANY INC      book/page: [2019/12463](#) D

=====  
SALES HISTORY

Sale Date	Amount	Code	Book/Page
10/03/2019	1215000	<a href="#">D0</a>	<a href="#">2019/12463</a>
09/03/2013	0	<a href="#">D38</a>	<a href="#">2013/14022</a>
07/23/2013	0	<a href="#">D38</a>	<a href="#">2013/11856</a>
06/11/2013	0	<a href="#">D38</a>	<a href="#">2013/09605</a>
12/27/2006	625000	<a href="#">D000</a>	<a href="#">2007/00286</a>
07/20/2004	450000	<a href="#">D022</a>	0105/01655
12/02/2003	0	<a href="#">D001</a>	0104/19614
01/14/2003	100000	<a href="#">C049</a>	0103/43736
08/13/1990	55000	<a href="#">D049</a>	0091/03923

=====  
ASSESSMENT DATA  
PDF: 10    MAP: LEWIS TWP COMM-10

Date Reviewed: 06/25/20 GMS

LAND.....40510 sqFt      .93 acres

Commercial Building 1 of 1 -- Store - Convenience (204)

DBA: QUIK PIK

STRUCTURE....1 story    3849 base SF    0 bsmt SF    3849 gross SF

Year Built: 2004    Eff Year: 2004    Condition: Above Normal

VERTICALS....Ext Wall: Vinyl - Frame

Brick Veneer

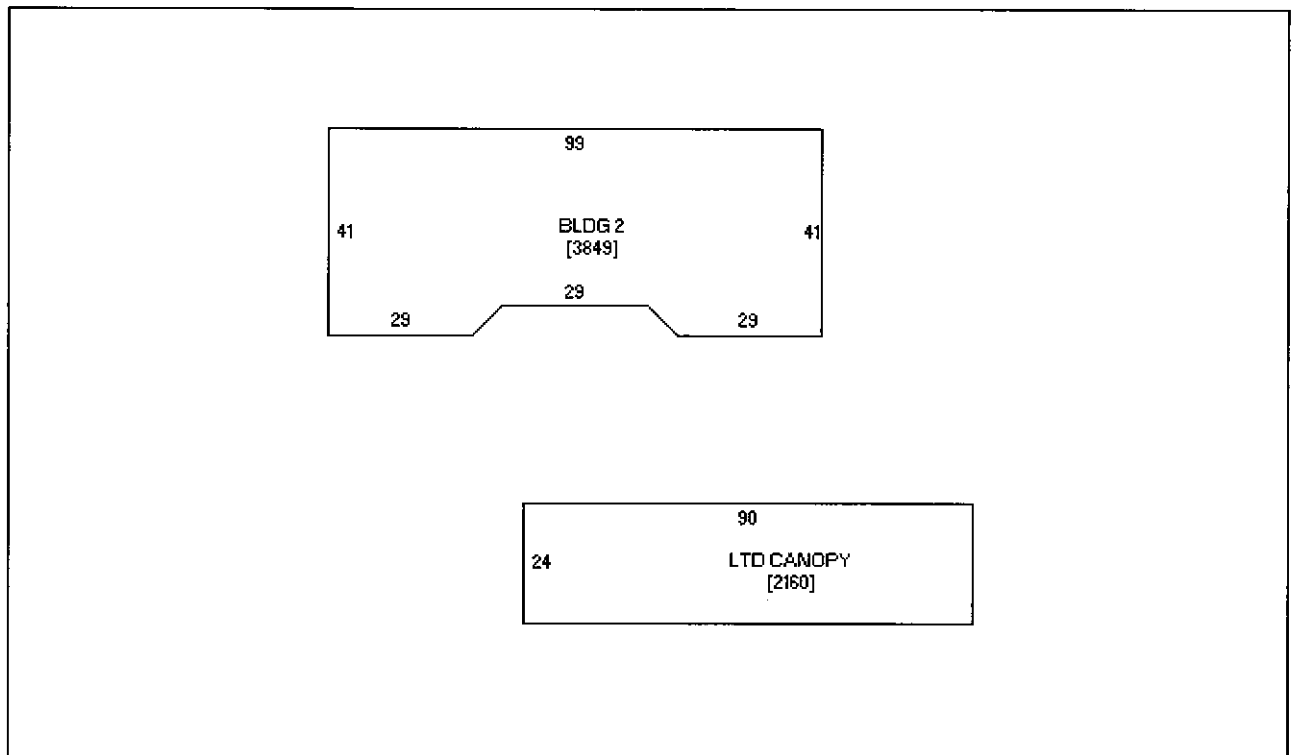
Int Wall: Drywall or Equiv.

Windows: Comm. Steel Sash  
 HORIZONTALS..Roof: Rubber Membrane/Wood  
 Ceiling: Unfinished  
 Drywall  
 Struc Floor: Concrete  
 Floor Cover: Ceramic  
 Partitions: Incl. w / Base  
 Framing: Wood - Average  
 HVAC: Combination FHA - AC

PLUMBING....Toilet Room (2)  
 Stainless Stl Triple Sinks - 6' (1)  
 Sink-Kitchen (2)  
 Urinal - Wall (1)

BLDG EXTRAS..1 Cold Storage: 147 SF, Freezer, 32 SFSA Door, No Door  
 1 Cold Storage: 444 SF, Cooler, 32 SFSA Door, No Door

YARD EXTRAS..Paving 25,500 SF, Concrete Parking  
 Tank - Underground Fiberglass-Dbl Wall, 10,000 Gal, 3 Pump Stations  
 Canopy - Lighted 2,160 SF, Steel  
 Tank - Underground Fbr Multi-Comp Dbl, 12,000 Gal, 5 Pump Stations

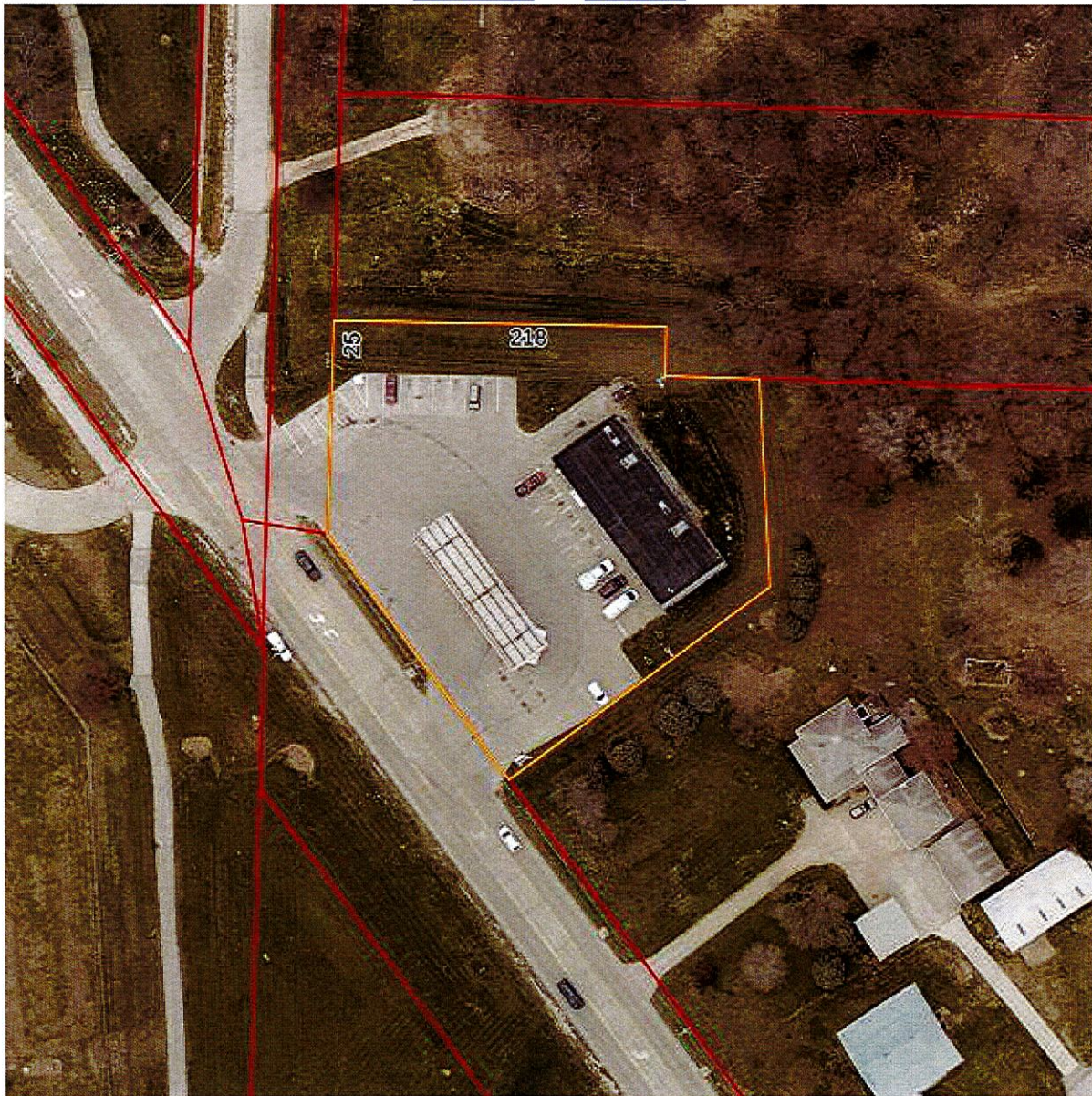


14151 WABASH AVE, TAYLOR OIL COMPANY INC



14151 WABASH AVE, TAYLOR OIL COMPANY INC, 1 06/25/2020

[Zoom Out](#)   [Zoom In](#)



600ft x 600ft

**Click any parcel to go to its web page**  
See [more maps](#) at the [County GIS Department](#).

As of:

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# **Scheduled Sessions**

**Drew Kamp/President & CEO, Council Bluffs  
Area Chamber of Commerce and Alicia  
Frieze/Workforce Development Director,  
Council Bluffs Area Chamber of Commerce.**

**Presentation to the Board Workforce  
Development efforts.**



# Workforce Objectives

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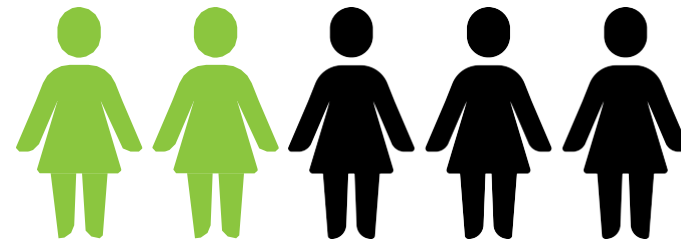


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FY23 WFD Funding  
Update

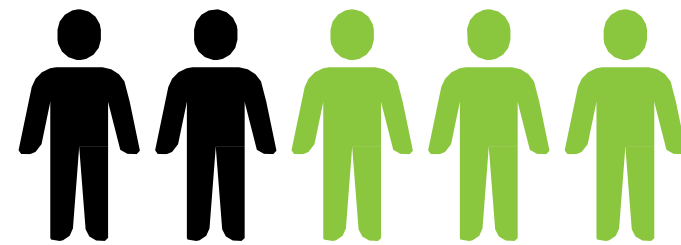


# Workforce Challenges



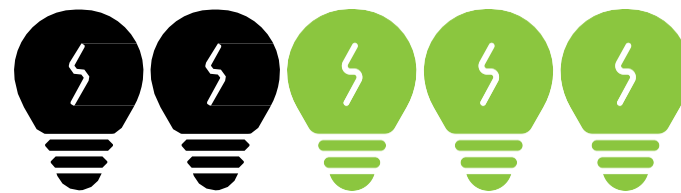
## Reduce Employment Turnover

Reduce aggregate employee turnover within participating businesses to less than 10%. Improve employee retention.



## Increase Labor Pool

Increase the percent of people participating in the labor pool to 80%.



## Increase Brain Gain

Increase the % of individuals with training or education outside of high school to 55%.



## Increase Fully-Funded Apprenticeships

Increase the number of employers that offer fully-funded apprenticeship programs to 50% (wage earned + paid education).

# Workforce Eco-system



Workforce  
Lunch-n-  
Learn +  
Professional  
Development  
Series



WRC +  
Industry  
Sector  
Partnerships +  
New Talent  
Pipelines



Employee  
Satisfaction  
Surveys =  
UNbelievable  
Workplaces

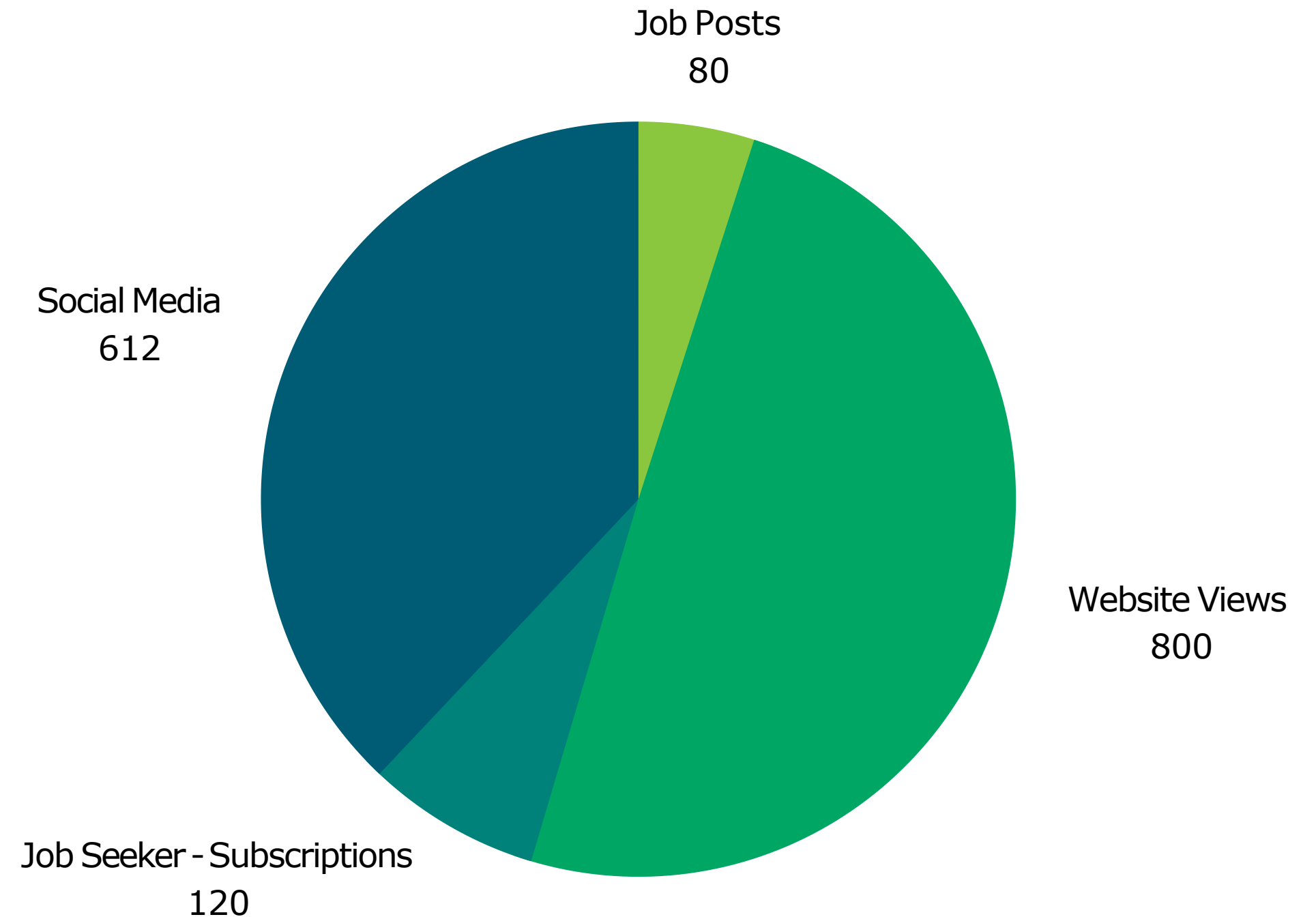


Worklab  
Innovations +  
Mentorship  
Programs

# Job Board

Members can post their open positions to our public job board. All job post are auto-populated to our FaceBook page - Council Bluffs Job Board.

Members may also share hiring flyers to be inserted into our weekly, Job Seeker Newsletter.



AVERAGE OUTPUTS PER WEEK

# Lunch & Learns



## Workforce Lunch & Learns

### Goals

20 attendees per month

### Outcomes

15 average attendees per month

### Program Overview

Monthly program that offers members the chance to learn where are we in achieving our workforce eco-system goals. Collaborate with fellow chamber members and hear from a guest speakers that will focus on one of the following areas, HR programs, procedures, workforce culture, resources for recruiting and retention, and professional development.

# Professional Development

## New & Emerging Leaders

### \*Now - Value Based Leader

#### Goals

2 - Per Year

30 - Attendees Each

#### Outcomes

1 - Event Held

30 - Attendees

#### Program Overview

This series of courses outlines the role of an ethical manager in the workplace. It develops the skills to motivate, empower, and grow employees in a culture of respect. We look at management from a perspective that recognizes WHAT leaders do is as important as HOW they do it. Reputation counts - yours and your organizations. Join us to develop the skills of ethical management.

Facilitated by, Business Ethics Alliance



# Professional Development



## Next Level Leadership

### Goals

2 - Per Year

30 - Attendees Each

### Outcomes

2 - Events in 2022

29 & 20 Attendance

### Program Overview

This workshop focus on the tenants of the 5-Levels of Leadership.

The workshop also provides leaders an opportunity to create an actual leadership development plan for their organization

Facilitated by, Business Ethics Alliance.

# Professional Development

(PREVIOUSLY LISTED ON THE FUTURE PROGRAM LIST.)

## DE&I in the Workplace

### Goals

1 - Per Year

30 - Attendees Each

### Outcomes

1 - Events in 2022

13 in Attendance

### Program Overview

This professional development workshop is designed to increase competency in:

Building a foundation of cultural awareness within member organizations.

Define bias and identify ways to address it in the personal and professional setting.

Create a workplace culture of trust and one open to feedback.

This workshop will be delivered in two 1.5-hour sessions.

Facilitated by, MC2.



# Professional Development



## Winning Teams

### Goals

1 - Per Year

30 - Attendees Each

### Outcomes

Event is in November

### Program Overview

Virtually everything we do depends on teamwork. It doesn't matter if you fill the role of leader or follower, coach or player, teacher or student, parent or child, CEO or volunteer. No matter where we find ourselves or what role we currently fill, understanding the components of being a part of a winning team is paramount. We invite you to invest in your future, and devote yourself to the process of learning how to be a great team member and team builder.

Facilitated by, Business Ethics Alliance.



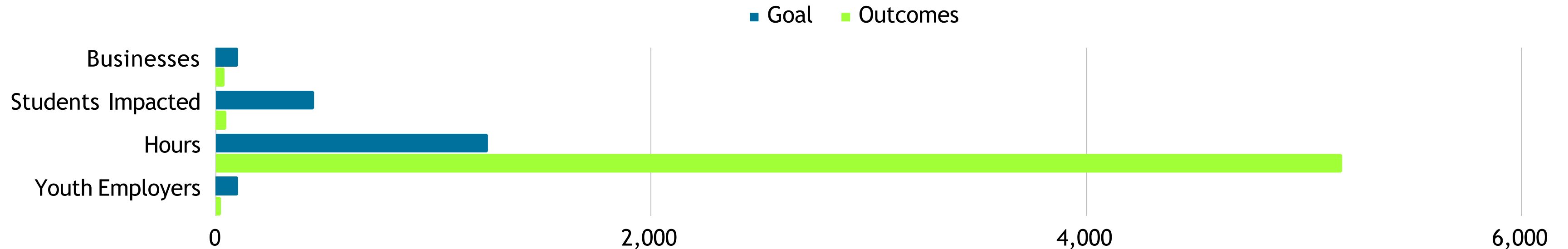
# GrowCB

## Program Overview

GrowCB is intended to be a conduit and platform for youth-business partnerships. The program will be an ongoing program in which businesses provide work-based experiences directly to area students. The purpose of such a program is to help young people appreciate the importance of quality education and how it relates to opportunities in the workforce. Students will also explore the local workforce while continuing to focus on their education. The program will require a mutual commitment from the chamber, businesses, students, student programs, and area schools, who will work together to provide career awareness, exploration, and experience opportunities.

Each partnership is unique in that there is not a set curriculum. If a business is partnering through an area school districts' "work-based learning" or another student program, they become a GrowCB Business Member.

## 2021-2022 School Year





## Goals

24 - Participants

## Outcomes

0- Participants

## Program Overview

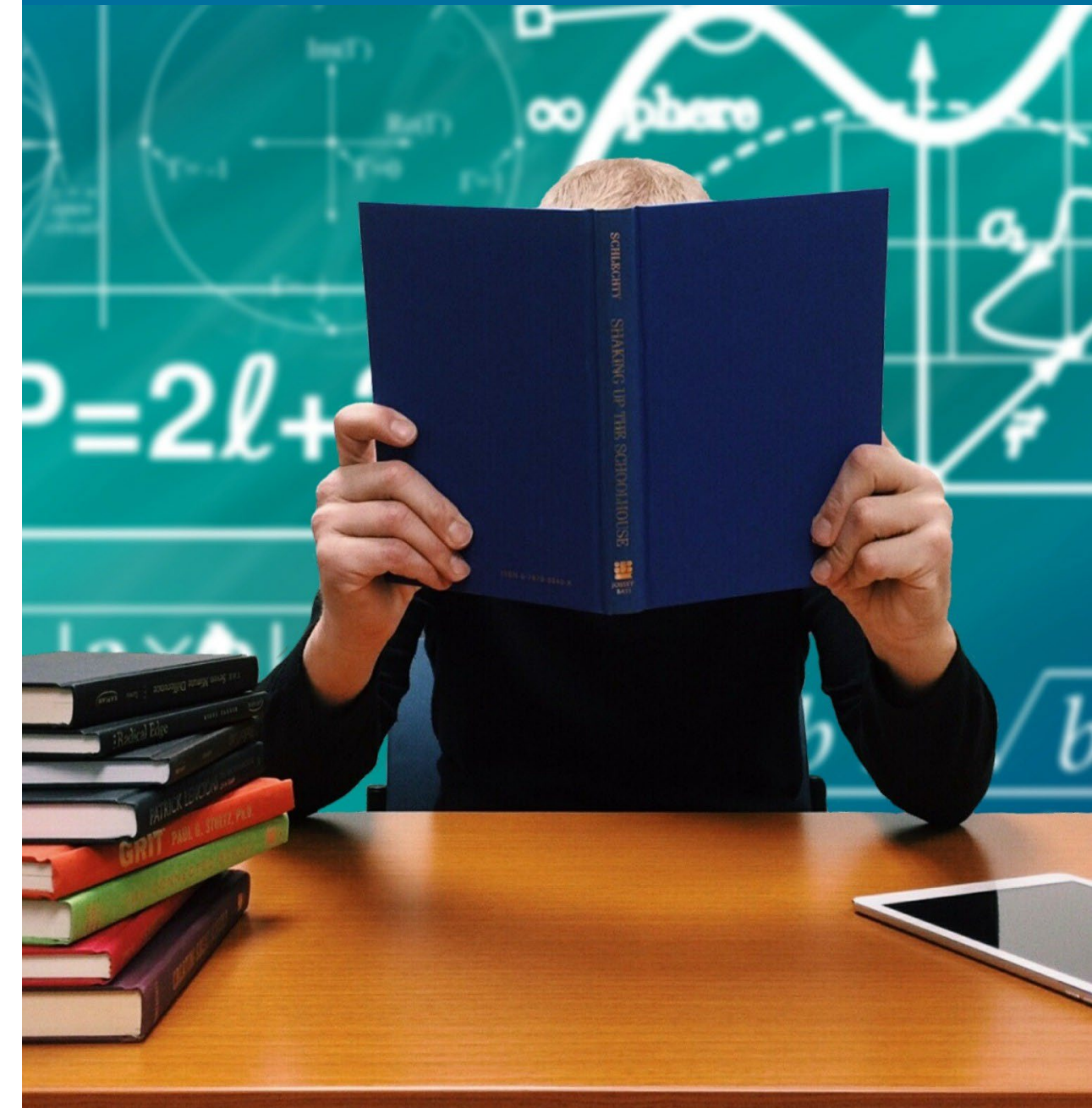
The Council Bluffs Area Chamber of Commerce is a proud partner with the Iowa West Foundation. With their financial support, the CB Chamber is able to bring valuable workforce programming to area residents.

The CB Career Acceleration Program is focused on residents that are currently under or unemployed and are looking to start a skilled career.

The CB Career Acceleration Program provides opportunities for participants to receive assistance as they search for a new occupation.

The program will provide support for each participant either during this workforce-ready workshop or by helping them get enlisted in a local continuing education course in the career path of their choice.

# CB Career Acceleration





# CB Tech Career Acceleration

## Goals

40 - Participants

## Outcomes

4- Participants

## Program Overview

CB Tech Career Acceleration program is completely free for you to participate in thanks to the partnerships of AIM Institute, Council Bluffs Area Chamber of Commerce, Centro Latino of Iowa, and Iowa Western Community College and our grant from Google.

During these classes, you will explore the five areas of tech where you can find a career. After the course, you qualified to enlist for phase two. Phase two is also completely free. During phase two you will complete 100-hours of coding classes and English as a Second Language.

After course completion, you will receive a one-year subscription to LinkedIn Learning, an IT navigator for next career steps, and a Google Chrome.



# YouScience

## HOW DOES YOUR BRAIN TACKLE PROBLEMS?

### GOAL

75 - Participants

### Outcomes

57 - Participants



### PROGRAM OVERVIEW

YouScience is an aptitude test that identifies the science of **YOU** – how your mind is wired, what makes you tick, the skills and knowledge that set you apart. The CB Chamber has purchased this software and made it available to anyone taking their HiSet or who have other career exploration desires.



## **2022 Goals**

30 - Participating Businesses

150 - Attending Celebration

## **2022 Outcomes**

20 - Awarded Businesses

96 - Attending Celebration

## **2023 Goals**

30- Awarded Businesses

150 - Attending Celebration

## **Program Overview**

**UN**believable Workplaces is an employee engagement and satisfaction program.

Awarded companies receive the following name and logo will be listed on this website, and at the top of the CB Chamber's Job Board, a window decal, a media kit, award, and two admission tickets to the UNbelievable Workplaces Celebration.

UNbelievable Workplaces CB is a great opportunity for businesses to keep their thumb on the pulse of their workplace culture and to showcase great companies throughout the

Southwest Iowa area!

Open Registration

# L.I.F.T.

Leveraging Individual Female Talent.  
Mentor Program.

L.I.F.T. Mentor Program provides opportunities for participants to receive a one-on-one professional mentor, get reacquainted with the local professional network, strengthen professional skills, broaden their perspective, explore new career paths, and experience a direct and guided mentorship.

Get paired with  
a female  
human resource  
manager

[Learn More](#)

[councilbluffsia.com/  
l.i.f.t.-mentor-program](http://councilbluffsia.com/l.i.f.t.-mentor-program)



PROGRAM OF  
COUNCIL BLUFFS AREA CHAMBER OF COMMERCE AND  
HUMAN RESOURCE ASSOCIATION OF THE MIDLANDS



# NEW PROGRAM

(PREVIOUSLY LISTED ON THE FUTURE PROGRAM LIST.)

## L.I.F.T. Mentor Program

### Goals

20 - Mentees/Mentors

### Outcomes

Accepting Enrollment

### Program Overview

L.I.F.T. Mentor Program is a joint endeavor between the Council Bluffs Area Chamber of Commerce and the Omaha chapter of the Human Resource Association of the Midlands, and in partnership with the Business Ethics Alliance. The program is focused on supporting talented professional women looking to restart their careers after an extended absence from the workforce. Women have historically assumed many roles that have caused them to exit the workforce temporarily. Such responsibilities include, but are not limited to, giving birth and raising children, or caring for aging or ailing relatives. Additionally, COVID-19 has caused many mothers to return home to ensure the well-being of their families and to assume the duties of educators as schools closed when "stay at home" ordinances were issued.


L.I.F.T. Mentor Program provides opportunities for participants to receive a one-on-one professional mentor, get reacquainted with the local professional network, strengthen professional skills, broaden their perspective, explore new career paths, and experience a direct and guided mentorship.

# Future Programs

WE WILL START DEVELOPING THESE 2022 | 2023



## RELOCATION EFFORTS

- 
- Create a recruitment toolkit for HR managers and realtors.
  - Start geofencing our relocation guide in areas that frequent CB.



## HIGH SCHOOL RETENTION


- 
- Market to high schools the opportunities in CB through many media channels.



## HIGH SCHOOL HIRING FAIR

- Host a hiring fair for all high schools.

# Resource Page



Our website has Workforce Development Pages. Stay up to date on programs.

- Employer Resources - <https://www.councilbluffsiowa.com/employer-resources>
- Job Seeker Resources - <https://www.councilbluffsiowa.com/job-seeker-resources>
- Student Resources - <https://www.councilbluffsiowa.com/student-resources>
- Veteran Resources - <https://www.councilbluffsiowa.com/veteran-resources>
- Job Board - <https://www.councilbluffsiowa.com/jobs/>
- Program Pages - <https://www.councilbluffsiowa.com/>



**Drew Kamp/President & CEO, Council Bluffs  
Area Chamber of Commerce**

**Discussion and/or decision to approve  
invoice for the FY 22/23 Workforce Contract  
for Workforce Development Services with  
the Council Bluffs Area Chamber of  
Commerce.**



**Council Bluffs Area Chamber of Commerce**  
 149 W Broadway  
 Council Bluffs, IA 51503  
 (712) 325-1000 | fax: (712) 322-5698  
 cbchamber@councilbluffsiowa.com

# Invoice

Invoice Date: 8/2/2022  
 Invoice Number: 53221

Pottawattamie County Board of Supervisors  
 Tim Wichman  
 227 S 6th St  
 Council Bluffs, IA 51501

Thank you for your continued support!

Terms	Due Date
	8/31/2022

Description	Quantity	Rate	Amount
FY2023 Workforce Contract	1	\$25,000.00	\$25,000.00
<b>Total:</b>			<b>\$25,000.00</b>

*Keep this portion for your records*

*Please return this portion with your payment*

**FROM:**

Pottawattamie County Board of Supervisors  
 Tim Wichman  
 227 S 6th St  
 Council Bluffs, IA 51501

**Invoice #** 53221  
**Amount Due** \$25,000.00

**Please remit payment to:**

**Council Bluffs Area Chamber of Commerce**  
 149 W Broadway  
 Council Bluffs, IA 51503

Amount Paid \$ \_\_\_\_\_

**Matt Wyant/Director, Planning and  
Development and/or Pam  
Kalstrup/Coordinator, Zoning & Land Use,  
Planning and Development**

Discussion and/or decision to approve and authorize the Board to sign **Resolution No. 47-2022** entitled: Resolution Authorizing Amended Forgivable Loan Agreement with Regional Water.

## **RESOLUTION NO. 47-2022**

### **Resolution Authorizing Amended 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

**WHEREAS**, the County and Regional Water have entered into a certain forgivable loan agreement (the “Original Forgivable Loan Agreement”) in connection with the Water Improvement Project and the Forgivable Loan; and

**WHEREAS**, it is now necessary to amend the Original Forgivable Loan Agreement in order to extend the completion date of the Water Improvement Project and to extend the maturity date of the Forgivable Loan; and

**WHEREAS**, an amended forgivable loan agreement (the “Amended Forgivable Loan Agreement”) has been prepared to set forth the new understanding between the County and Regional water; and

**WHEREAS**, it is now necessary to take action for the approval of the Amended Forgivable Loan Agreement and to make provision for the execution and delivery thereof;

**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 and reaffirms 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, income 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 and reaffirms that a public purpose will reasonably be accomplished by making the Forgivable Loan in connection with the Water Improvement Project.

Section 3. The Amended Forgivable Loan Agreement is hereby approved, and the Chairperson of the Board of Supervisors and the County Auditor are hereby authorized and directed to execute and deliver the Amended Forgivable Loan Agreement on behalf of the County, in substantially the form and content in which the Amended Forgivable Loan Agreement has been presented to this Board of Supervisors. Such officers, and their designees, are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Forgivable Loan Agreement.

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

Passed and Approved this August 23, 2022.

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ 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	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

## AMENDED FORGIVABLE LOAN AGREEMENT

This Amended Forgivable Loan Agreement is entered into between Pottawattamie County, Iowa (the “County”) and Regional Water as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Commencement Date”).

WHEREAS, Regional Water, an Iowa Nonprofit Corporation (“Regional Water”), is authorized and empowered by Iowa Code Chapter 504 (the “Act”) to issue notes or bonds for any corporate purpose; and

WHEREAS, Regional Water has proposed to undertake certain improvements and extensions (the “Water Improvement Project”) to its water system (the “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; 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

WHEREAS, the County and Regional Water entered into a certain Forgivable Loan Agreement dated July 15, 2021 (“Original Forgivable Loan Agreement”), with respect to the Water Improvement Project and the Forgivable Loan; and

WHEREAS, it is now necessary to amend the Original Forgivable Loan Agreement in order to extend the completion date of the Water Improvement Project and to extend the maturity date of the Forgivable Loan; and

WHEREAS, this Amended Forgivable Loan Agreement (the “Agreement”) has been prepared to set forth the updated, mutual understanding between the County and Regional Water and to replace the Original Forgivable Loan Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes counties to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW, THEREFORE, Regional Water and the County agree as follows:

A. Regional Water’s Covenants.

1. Water Improvement Project. Regional Water agrees to cause the construction of the Water Improvement Project in accordance with the timeline and specifications set forth on Exhibit A hereto. The construction of the Water Improvement Project shall minimally include the construction of certain water pipeline improvements with the capacity to serve five hundred (500) single-family homes in the County. Regional Water agrees to achieve substantial completion of the Water Improvement Project by no later than November 1, 2024 and final completion by no later than December 15, 2024.

Prior to constructing the Water Improvement Project, Regional Water will submit copies of all engineering documents related to the proposed Water Improvement Project to the County for review. The County may request reasonable changes in such documents, to ensure compliance with the requirements of this Agreement.

2. Forgivable Loan. Regional Water agrees that the County will advance the proceeds (the “Forgivable Loan Proceeds”) of the Forgivable Loan in the amount of \$300,000 to Regional Water in accordance with Section B.1 of this Agreement. Regional Water further agrees that the County will not advance any Forgivable Loan Proceeds until this Agreement has been executed in-full and Regional Water has delivered the Promissory Note (as hereinafter defined) to the County.

Regional Water agrees to apply the Forgivable Loan Proceeds to the payment and/or reimbursement of the costs of the Water Improvement Project.

Regional Water’s obligation to repay the Forgivable Loan shall be evidenced by a promissory note (the “Promissory Note”) to be executed by Regional Water and delivered to the County. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Unless sooner forgiven in accordance with the terms of this Agreement or made subject to acceleration in accordance with Section A.8 of this Agreement, all principal advanced under the Forgivable Loan, and accrued interest thereon, shall be due and owing to the County at the office of the County Auditor by Noon on March 15, 2025. The Forgivable Loan shall bear interest at the rate of 1.50% per annum calculated from the date of the Promissory Note. Interest shall be calculated on the basis of the actual 365-day or 366-day calendar year, whichever is appropriate.

Nothing herein shall prohibit Rural Water from forfeiting the right to loan forgiveness, as set forth in Section B.2 of this Agreement by prepaying on the Forgivable Loan at any time. All prepayments shall be applied first to accrued interest and then to outstanding principal. Prepaid principal shall cease to bear interest at the time of such prepayment.

3. Loan Forgiveness Request. Upon completion of the construction of the Water Improvement Project, Regional Water agrees to submit a request (the “Loan Forgiveness Request”) to the County requesting that the Forgivable Loan be forgiven in accordance with Section B.2 of this Agreement.

The Loan Forgiveness Request shall be accompanied by documentation (the “Costs Documentation”) detailing the total costs (the “Water Improvement Costs”) incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the County, confirming that such Water Improvement Costs detailed in such Costs Documentation were in fact incurred in the construction of the Water Improvement Project and that such Water Improvement Costs are of an amount reasonably to have been expected with respect to such construction.

The Water Improvement Costs may include costs relating to land acquisition, planning, designing and constructing the Water Improvement Project; and other reasonably related costs of carrying out the Water Improvement Project.

The Loan Forgiveness Request shall also be accompanied by a report from the engineers for the Water Improvement Project demonstrating that the Water Improvement Project has the capacity to provide service to at least five hundred (500) single-family homes in the County.

8. Default Provisions.

A. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by Regional Water to complete construction of the Water Improvement Project pursuant to the terms and conditions of this Agreement.
- II. Failure by Regional Water to repay the Forgivable Loan pursuant to the terms and conditions of this Agreement.
- III. Failure by Regional Water to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to Regional Water describing the cause of the default and the steps that must be taken by Regional Water in order to cure the default. Regional Water shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If Regional Water fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Loan, with interest thereon, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to Regional Water without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Loan, the provisions with respect to loan forgiveness as set forth in section B.2 of this Agreement shall not apply.

B. County’s Covenants.

1. Disbursement of Loan Proceeds. The County hereby agrees to advance the Forgivable Loan Proceeds in the amount of \$300,000 to Regional Water within thirty (30) days of the Commencement Date of this Agreement.



2. Loan Forgiveness. Principal of and interest on the Forgivable Loan shall be forgiven with fifteen (15) days upon receipt from Regional Water of a satisfactory Loan Forgiveness Request.

In the event that the County determines that a Loan Forgiveness Request received from Regional Water does not meet the requirements of Section A.3 above, the County shall notify Regional Water within fifteen (15) days of such determination in order to allow an opportunity for Regional Water to cure the noted deficiencies.

The County and Regional Water have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

POTTAWATTAMIE COUNTY, IOWA

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

Attest:

\_\_\_\_\_  
County Auditor

REGIONAL WATER

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Board Secretary/Treasurer

**EXHIBIT A**  
**TIMELINE AND SPECIFICATIONS OF WATER IMPROVEMENT PROJECT**

**Specifications**

Regional Water will construct approximately 5 miles of pipeline and a pump station to provide potable water to new housing development(s) at approximately the intersection of Pioneer Trail and Dumfries Avenue in Pottawattamie County, IA. The pipeline will be installed in private easement where possible and in the public right of way where easements cannot be obtained.

PVC and ductile iron pipe materials will be used. Regional Water will construct approximately 2.5 miles of pipeline within Council Bluffs Water Works (CBWW) service territory to extend service to the metered connection point. An additional 2.5 miles of pipeline will be installed outside CBWW territory from the metered connection point to the new housing developments to be served. The pipeline will consist of a meter vault and pump station, gasketed PVC pipe where open excavation is possible, restrained-joint PVC pipe installed by horizontal directional drilling or other trenchless installation methods beneath roads or where open excavation is not feasible, mainline valves, cleanouts, fittings, etc. The pipeline will be designed and constructed according to Regional Water's standard specification for rural water pipeline construction. Pipeline installed inside CBWW's service territory will conform to CBWW standard specifications. The pipeline is only designed to supply domestic service, and not capable of providing any level of fire protection.

The pipeline will be designed to serve water to a minimum of 600 residential customers along Pioneer Trail and generally along the 240<sup>th</sup> Street corridor. The minimum number of customers served assumes an average customer peak daily water use of 360 gallons. The initial 160 services in the first two developments are included in the 600-customer capacity. Additional pipeline will be required in the future to serve any customers located north or east of the two initial developments near the intersection of Pioneer Trail and Dumfries Avenue. Additional pipeline and other future improvements are outside the scope of this Agreement. This Agreement does not obligate Regional Water to construct any pipeline or improvements other than the 5 miles of pipeline and appurtenant items described above.

The water source will be a connection to CBWW's water system near the intersection of Meadowview Parkway and Woodland Trail. The initial water delivery point(s) will be at the entrance to each new housing development. The potable water distribution system within each development will be constructed by the developer and turned over to Regional Water following completion.

**Timeline**

The contract documents for the pipeline construction will require the contractor to substantially complete the project on or before November 1, 2024. Substantial completion is defined by a project which operates as intended, i.e. the pipeline can convey potable water to its intended point of delivery. Miscellaneous cleanup items may remain outstanding until the final

completion deadline. The Loan Forgiveness Request may be submitted after final completion of the project. An approximate timeline for project tasks is shown below:

- September 2022 – June 2023 Easement Acquisition
- September 2022 – May 2023 Pipeline & Pump Station Design
- May – June 2023 Iowa DNR plan review, Pott Co plan review
- July 2023 Project bid
- September 2023 – October 2024 Pipeline & Pump Station construction
- November 1, 2024 Substantial Completion Deadline
- December 15, 2024 Final Completion Deadline

EXHIBIT B  
AMENDED PROMISSORY NOTE

**PRINCIPAL AMOUNT: \$300,000**

**Interest Rate: 1.50%**

**Maturity Date: March 15, 2025**

**Dated: \_\_\_\_\_, 2022**

Regional Water (the "Borrower") for value received, promise to pay, to Pottawattamie County, Iowa (the "County"), its successors or assigns, the principal sum of Three Hundred Thousand Dollars (\$300,000), in lawful money of the United States of America, on March 15, 2025.

The County has made a forgivable loan to the Borrower in the principal amount of Three Hundred Thousand Dollars (\$300,000) (the "Forgivable Loan") under this Promissory Note (the "Note") and under a certain Amended Economic Development Loan Agreement (the "Agreement") between the County and the Borrower dated \_\_\_\_\_, 2022, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

The Forgivable Loan shall be forgiven by the County in accordance with the terms set forth in the Agreement.

Payment of principal of and interest on the Forgivable Loan shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6<sup>th</sup> Street, Council Bluffs, Iowa 51501 by Noon on March 15, 2025, unless sooner forgiven in accordance with the Agreement. This Note shall bear interest at the rate of 1.50% per annum calculated from the date of this Note. Interest on this Note shall be calculated on the basis of the actual 365-day or 366-day calendar year, whichever is appropriate.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity. All prepayments shall be applied first to accrued interest and then to outstanding principal. Prepaid principal shall cease to bear interest at the time of such prepayment.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Loan under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney's fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

REGIONAL WATER

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Board Secretary/Treasurer

MINUTES AUTHORIZING AMENDED FORGIVABLE LOAN AGREEMENT

Council Bluffs, Iowa

513630-1

August 23, 2022

The Board of Supervisors (the "Board") of Pottawattamie County, Iowa, met at \_\_\_\_\_, Council Bluffs, Iowa, at \_\_\_\_\_ o'clock, \_\_\_\_ .m., on August 23, 2022.

The Chairperson presided and the roll being called, the following Supervisors were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The matter of authorizing an Amended Forgivable Loan Agreement between the County and Regional Water was considered by the Board.

Whereupon, Supervisor \_\_\_\_\_ introduced a proposed resolution entitled: "Resolution Authorizing Amended Forgivable Loan Agreement with Regional Water," and moved that the said resolution be adopted, seconded by Supervisor \_\_\_\_\_ and after due consideration thereof by the Board, the Chairperson put the question on the motion for adoption of the said resolution and, the roll being called, the following named Supervisors voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Chairperson declared the said resolution duly adopted and signed approval thereto.

\* \* \* \*

On motion and vote the meeting adjourned.

\_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
County Auditor



RESOLUTION NO. \_\_\_\_\_

Resolution Authorizing Amended 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

WHEREAS, the County and Regional Water have entered into a certain forgivable loan agreement (the “Original Forgivable Loan Agreement”) in connection with the Water Improvement Project and the Forgivable Loan; and

WHEREAS, it is now necessary to amend the Original Forgivable Loan Agreement in order to extend the completion date of the Water Improvement Project and to extend the maturity date of the Forgivable Loan; and

WHEREAS, an amended forgivable loan agreement (the “Amended Forgivable Loan Agreement”) has been prepared to set forth the new understanding between the County and Regional water; and

WHEREAS, it is now necessary to take action for the approval of the Amended Forgivable Loan Agreement and to make provision for the execution and delivery thereof;

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 and reaffirms 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, income 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 and reaffirms that a public purpose will reasonably be accomplished by making the Forgivable Loan in connection with the Water Improvement Project.

Section 3. The Amended Forgivable Loan Agreement is hereby approved, and the Chairperson of the Board of Supervisors and the County Auditor are hereby authorized and directed to execute and deliver the Amended Forgivable Loan Agreement on behalf of the County, in substantially the form and content in which the Amended Forgivable Loan Agreement has been presented to this Board of Supervisors. Such officers, and their designees, are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Forgivable Loan Agreement.

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

Passed and Approved this August 23, 2022.

\_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
County Auditor

STATE OF IOWA

SS:

POTTAWATTAMIE COUNTY

I, the undersigned, County Auditor of Pottawattamie County, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Board of Supervisors of the County relating to the adoption of a resolution approving a forgivable loan to Regional Water, as referenced therein.

WITNESS MY HAND hereto affixed this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
County Auditor



August 4, 2022

Pam Kalstrup, CFM  
Planning and Development  
Pottawattamie County Courthouse Annex  
Council Bluffs, IA

**Via Email**

Re: Resolution Authorizing Amended Forgivable Loan Agreement  
Our File No. 513630-1

Dear Pam:

We have prepared and attach a Resolution for use by the Board of Supervisors in authorizing the Amended Forgivable Loan Agreement with Regional Water.

As soon as possible after the Board of Supervisors meeting, please return one fully executed copy of all of the completed pages in these proceedings.

Please call John Danos or me with any questions.

Kind regards,

Amy Bjork

Attachment

cc: Matt Wyant  
Melvyn Houser

AMENDED FORGIVABLE LOAN AGREEMENT

This Amended Forgivable Loan Agreement is entered into between Pottawattamie County, Iowa (the “County”) and Regional Water as of the \_\_\_\_ day of \_\_\_\_\_, ~~2021~~2022 (the “Commencement Date”).

WHEREAS, Regional Water, an Iowa Nonprofit Corporation (“Regional Water”), is authorized and empowered by Iowa Code Chapter 504 (the “Act”) to issue notes or bonds for any corporate purpose; and

WHEREAS, Regional Water has proposed to undertake certain improvements and extensions (the “Water Improvement Project”) to its water system (the “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; 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

WHEREAS, the County and Regional Water entered into a certain Forgivable Loan Agreement dated \_\_\_\_\_, 2021 (“Original Forgivable Loan Agreement”), with respect to the Water Improvement Project and the Forgivable Loan; and

WHEREAS, it is now necessary to amend the Original Forgivable Loan Agreement in order to extend the completion date of the Water Improvement Project and to extend the maturity date of the Forgivable Loan; and

WHEREAS, this Amended Forgivable Loan Agreement (the “Agreement”) has been prepared to set forth the updated, mutual understanding between the County and Regional Water and to replace the Original Forgivable Loan Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes counties to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW, THEREFORE, Regional Water and the County agree as follows:

A. Regional Water’s Covenants.

1. Water Improvement Project. Regional Water agrees to cause the construction of the Water Improvement Project in accordance with the timeline and specifications set forth on Exhibit A hereto. The construction of the Water Improvement Project shall minimally include the construction of certain water pipeline improvements with the capacity to serve five hundred (500) single-family homes in the County. Regional Water agrees to achieve substantial completion of the Water Improvement Project by no later than ~~September~~November 1, ~~2022~~2024 and final completion by no later than December 15, 2024.

Prior to constructing the Water Improvement Project, Regional Water will submit copies of all engineering documents related to the proposed Water Improvement Project to the County for review. The County may request reasonable changes in such documents, to ensure compliance with the requirements of this Agreement.

2. Forgivable Loan. Regional Water agrees that the County will advance the proceeds (the “Forgivable Loan Proceeds”) of the Forgivable Loan in the amount of \$300,000 to Regional Water in accordance with Section B.1 of this Agreement. Regional Water further agrees that the County will not advance any Forgivable Loan Proceeds until this Agreement has been executed in-full and Regional Water has delivered the Promissory Note (as hereinafter defined) to the County.

Regional Water agrees to apply the Forgivable Loan Proceeds to the payment and/or reimbursement of the costs of the Water Improvement Project.

Regional Water’s obligation to repay the Forgivable Loan shall be evidenced by a promissory note (the “Promissory Note”) to be executed by Regional Water and delivered to the County. The Promissory Note shall be in substantially the form as set forth on Exhibit B hereto.

Unless sooner forgiven in accordance with the terms of this Agreement or made subject to acceleration in accordance with Section A.8 of this Agreement, all principal advanced under the Forgivable Loan, and accrued interest thereon, shall be due and owing to the County at the office of the County Auditor by Noon on ~~December 1~~March 15, 2022~~2025~~. The Forgivable Loan shall bear interest at the rate of 1.50% per annum calculated from the date of the Promissory Note. Interest shall be calculated on the basis of the actual 365-day or 366-day calendar year, whichever is appropriate.

Nothing herein shall prohibit Rural Water from forfeiting the right to loan forgiveness, as set forth in Section B.2 of this Agreement by prepaying on the Forgivable Loan at any time. All prepayments shall be applied first to accrued interest and then to outstanding principal. Prepaid principal shall cease to bear interest at the time of such prepayment.

3. Loan Forgiveness Request. Upon completion of the construction of the Water Improvement Project, Regional Water agrees to submit a request (the “Loan Forgiveness Request”) to the County requesting that the Forgivable Loan be forgiven in accordance with Section B.2 of this Agreement.

The Loan Forgiveness Request shall be accompanied by documentation (the “Costs Documentation”) detailing the total costs (the “Water Improvement Costs”) incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the County, confirming that such Water Improvement Costs detailed in such Costs Documentation were in fact incurred in the construction of the Water Improvement Project and that such Water Improvement Costs are of an amount reasonably to have been expected with respect to such construction.

The Water Improvement Costs may include costs relating to land acquisition, planning, designing and constructing the Water Improvement Project; and other reasonably related costs of carrying out the Water Improvement Project.

The Loan Forgiveness Request shall also be accompanied by a report from the engineers for the Water Improvement Project demonstrating that the Water Improvement Project has the capacity to provide service to at least five hundred (500) single-family homes in the County.

8. Default Provisions.

A. Events of Default. The following shall be an “Event of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by Regional Water to complete construction of the Water Improvement Project pursuant to the terms and conditions of this Agreement.
- II. Failure by Regional Water to repay the Forgivable Loan pursuant to the terms and conditions of this Agreement.
- III. Failure by Regional Water to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to Regional Water describing the cause of the default and the steps that must be taken by Regional Water in order to cure the default. Regional Water shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If Regional Water fails to cure the default or provide assurances, the County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Accelerate the due date of the then unforgiven principal amount of the Forgivable Loan, with interest thereon, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the County to Regional Water without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. In the event of acceleration of the Forgivable Loan, the provisions with respect to loan forgiveness as set forth in section B.2 of this Agreement shall not apply.

B. County’s Covenants.

1. Disbursement of Loan Proceeds. The County hereby agrees to advance the Forgivable Loan Proceeds in the amount of \$300,000 to Regional Water within thirty (30) days of the Commencement Date of this Agreement.

2. Loan Forgiveness. Principal of and interest on the Forgivable Loan shall be forgiven with fifteen (15) days upon receipt from Regional Water of a satisfactory Loan Forgiveness Request.

In the event that the County determines that a Loan Forgiveness Request received from Regional Water does not meet the requirements of Section A.3 above, the County shall notify Regional Water within fifteen (15) days of such determination in order to allow an opportunity for Regional Water to cure the noted deficiencies.



The County and Regional Water have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

POTTAWATTAMIE COUNTY, IOWA

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

Attest:

\_\_\_\_\_  
County Auditor

REGIONAL WATER

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Board Secretary/Treasurer

EXHIBIT A  
TIMELINE AND SPECIFICATIONS OF WATER IMPROVEMENT PROJECT

EXHIBIT B  
AMENDED PROMISSORY NOTE

**PRINCIPAL AMOUNT: \$300,000**

**Interest Rate: 1.50%**

**Maturity Date: ~~December~~ March 15, 2022~~2022~~2025**

**Dated: \_\_\_\_\_, 2021**

Regional Water (the “Borrower”) for value received, promise to pay, to Pottawattamie County, Iowa (the “County”), its successors or assigns, the principal sum of Three Hundred Thousand Dollars (\$300,000), in lawful money of the United States of America, on ~~December~~ March 15, 2022~~2022~~2025.

The County has made a forgivable loan to the Borrower in the principal amount of Three Hundred Thousand Dollars (\$300,000) (the “Forgivable Loan”) under this Promissory Note (the “Note”) and under a certain Amended Economic Development Loan Agreement (the “Agreement”) between the County and the Borrower dated \_\_\_\_\_, ~~2021~~2022, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

The Forgivable Loan shall be forgiven by the County in accordance with the terms set forth in the Agreement.

Payment of principal of and interest on the Forgivable Loan shall be made to the County at the Office of the County Auditor, Pottawattamie County Courthouse, Second Floor, 227 S 6<sup>th</sup> Street, Council Bluffs, Iowa 51501 by Noon on ~~December~~ March 15, 2022~~2022~~2025, unless sooner forgiven in accordance with the Agreement. This Note shall bear interest at the rate of 1.50% per annum calculated from the date of this Note. Interest on this Note shall be calculated on the basis of the actual 365-day or 366-day calendar year, whichever is appropriate.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity. All prepayments shall be applied first to accrued interest and then to outstanding principal. Prepaid principal shall cease to bear interest at the time of such prepayment.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to repay principal of the Forgivable Loan under the terms of the Agreement, the Borrowers agree to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrowers waive demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

REGIONAL WATER

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Board Secretary/Treasurer

Document comparison by Workshare Compare on Thursday, August 4, 2022  
11:55:53 AM

Input:	
Document 1 ID	netdocuments://4849-8975-5111/2
Description	Economic Development Loan Agreement (Pottawattamie Co. #2 2021)
Document 2 ID	netdocuments://4872-4943-9021/1
Description	AMENDED Economic Development Loan Agreement (Pottawattamie Co. #2 2021)
Rendering set	Standard

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<a href="#">Moved to</a>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	19
Deletions	12
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	31

**John Rasmussen/Engineer**

**Discussion and/or decision to approve and authorize the Board Chairman to sign a RISE Grant Agreement application for Magnolia Road in Underwood.**



APPLICATION INSTRUCTIONS FOR RISE: COMPETITIVE RATING FUNDING for Local Development Projects

GENERAL INFORMATION

Applicant Name (City or County of) Pottawattamie

Contact Person (Name and Title) John Rasmussen, Pottawattamie County Engineer

Street Address and/or Box Number 223 South 6th Street

City Council Bluffs State Iowa ZIP Code 51501

Telephone Number (712) 328-5608 E-mail john.rasmussen@pottcounty-ia.gov

If more than one agency or organization is involved in this project, please state the highway authority, contact person, mailing address, and telephone number of the second agency. (Attach an additional page if more than two agencies are involved.)

City or County of

Contact Person (Name and Title)

Street Address and/or Box Number

City State ZIP Code

Telephone Number E-mail

Project Title Magnolia Road (G30) Center Turn Lane Improvement

Please complete the following:

The proposed project is on a:

- City Street, Secondary Road, Primary Road

(Length of Project in feet: 4,620)

If a Primary Road is involved, indicate the desired RISE funding source.

- City, County, State

The proposed project involves:

- Development of a new road, Improvement of an existing road, Both

Has any part of this Development or Roadway Project been started? If yes, please explain: Yes No

Is the development area an Iowa Certified Site? Yes No Date Certified:

Is the development area an Iowa Certified Site? Yes No

Has an application been submitted to the IEDA for the development area to be reviewed and certified as an Iowa Certified Site? Yes No Date Submitted:

This application is for RISE funding as a: Loan, Grant, Combination

If this application is for a loan or combination loan and grant, please state the proposed terms of repayment (include the amount of principal to be repaid, proposed interest rate, length of repayment, etc.).

If this application is for funding for two or three program years, please specify the amount of funding requested for each year.

First Year \$ 5,585,824 Second Year \$ Third Year \$

**PROJECT INVESTMENT INFORMATION**

Estimated Total Capital Investment

("Total capital investment" is defined in the Administrative Rules. Please attach a breakdown by major item, such as land, improvements to land, buildings, equipment, and utilities. The cost of the roadway project, excluding RISE funds requested, should be included in these figures.)

Private Investment	\$ <u>0</u>
Public Investment	\$ <u>5,585,824</u>
Total Cost of Roadway Project	\$ <u>5,585,824</u>
RISE Funds requested for Roadway Project	\$ <u>2,792,812</u>

List below the source and amount of the matching funds available for the roadway project (assured or anticipated).

	Source	Amount	Assured?
1.	Pottawattamie County Farm To Market Fund	1,292,812	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Cities Competitive Bridge Fund	1,500,000	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No

**DEVELOPMENT POTENTIAL INFORMATION**

- This roadway project involves:
- Attracting a new development.
  - Expanding an existing development.
  - Retaining an existing development.
  - Improving access to an existing development.
  - Other (specify). \_\_\_\_\_

Please identify the type(s) of development to be supported with the RISE project. (Be as specific as possible.)

The project is intended to support warehousing, wholesaling, manufacturing and product assembly as zoned.

Does the roadway project involve relocation of economic activity from elsewhere in Iowa?  Yes  No

If yes, please explain.

What is the status of the economic development or activity to be supported by the RISE-funded roadway?  
 (Please check the appropriate answer(s).)

- Applicant has a firm commitment for a new economic development, or expansion or retention of an existing development. (See required documentation - Item G.)
- Applicant is negotiating with a specific firm(s) concerning a location, expansion, or retention decision. (See required documentation - Item G.)
- Development area is an Iowa Certified Site. (See required documentation - Item L.)
- Applicant has applied to IEDA for the development area to be reviewed and certified as an Iowa Certified Site and certification is pending. (See required documentation - Item L.)
- Negotiations are not underway, but applicant is seeking a specific type(s) of economic development for the site.
- Applicant is preparing or improving access to a site where future, unspecified development can occur.
- Applicant is improving access to an existing development that has no immediate plans for expansion.
- Other (please describe). Jack Links is building a \$55 million, 109,000 SF addition to a 385,000 SF warehouse.



**DEVELOPMENT POTENTIAL INFORMATION (continued)**

Please estimate the number of permanent, direct jobs created and/or retained as a result of this project. (These numbers should not include construction or indirect "multiplier" jobs.)

Total Direct Jobs Created N/A  
 \_\_\_\_\_

Initial Jobs (within the first three years) \_\_\_\_\_

Other Future Jobs (beyond first three years) \_\_\_\_\_

Total Direct Jobs Retained N/A  
 \_\_\_\_\_

If this roadway project supports a tourism or recreational development, please estimate the amount of visitors.

	Current	Estimated Increase
Overnight Visitors		N/A
Day Visitors from 100 or more miles away		N/A
Day Visitors from less than 100 miles away		N/A

Please estimate the number of acres (by type of development) that will be directly served by the RISE-funded roadway.

Type of Development Served	Acres Currently Developed	Total Usable Acres
Industrial/Manufacturing	0	161
Commercial/Office/Retail/Wholesale	40	161
Park/Tourist/Recreational	0	0
Other	6.96	6.96
Unknown	0	38.56

**LOCAL COMMITMENT AND INITIATIVE INFORMATION**

Please indicate whether the following non-roadway factors intrinsic to the success of the development are in place:

	Yes	No
Land Assembled and Available for Sale or Lease .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Zoning Suitable for Proposed Use .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sanitary Sewer .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewage Treatment Capacity .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Storm Drainage .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Permits (if applicable) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Labor Force Training (if applicable) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Public Transit, Ride Share availability (for projects expecting 50+ employees) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rail Service (if applicable) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (Please describe) <u>There is currently 243.5 acres zoned for RISE eligible activities fronting Magnolia Road.</u>		

If "No" is checked for any of the above, please describe what arrangements are being made for providing land, utility or other necessary services.

There are no permits pending. There is no current public transit service or established ride share to the supported projects.

Please describe what economic development/marketing activities the applicant has been involved in within the recent past. For example, state whether the applicant has a local economic development organization or belongs to an area economic development organization. If so, state the name, address and contact person for each group. Also, describe the activities and accomplishments of the organization(s) such as the number of firms contacted, the volume of promotional materials mailed, the number of jobs or visitors attracted, and the number of dollars invested.

See Attachment A.

### TRANSPORTATION NEED INFORMATION

Is the need for the roadway improvement identified by local plans, capital improvement programs, or other adopted local priorities?  
*(Please explain.)*

See Attachment C.

### DOCUMENT INFORMATION

The following documents must be attached to this application. In the upper right-hand corner of each document, write the letter (shown below) which the document supports. *(Please refer to the general instructions for an explanation of each item.)*

Please check that the following items are attached:

- A. A **NARRATIVE** describing the proposed total economic development and how the RISE project will support the development.
- B. A **RESOLUTION** or resolutions approved by the participating local governments.
- C. A **NARRATIVE** assessing existing conditions, outlining the proposed concept of the roadway project, and providing adequate transportation justification.
- D. A **MAP** identifying the location of the roadway project; a plat and zoning map of the proposed land development.
- E. A **SKETCH PLAN** of the project.
- F. A **TIME SCHEDULE** for the roadway project, and other development as appropriate.
- G. A **LETTER OF COMMITMENT** from the business or developer if the applicant indicates a firm commitment exists or negotiations are underway (if applicable).
- H. An **ITEMIZED BREAKDOWN** of total roadway project costs. The attached form must be used.
- I. A **NARRATIVE** describing the associated economic development and jobs (if applicable).
- J. **DOCUMENTATION** that the proposed road project and economic development are consistent with any regional or metropolitan area long-range transportation plans in effect for the RISE project location.
- K. A **NARRATIVE** if the project involves the remediation or redevelopment of a brownfield site (if applicable).
- L. A **LETTER OF CERTIFICATION** from the Iowa Economic Development Authority declaring the development area is an Iowa Certified Site or a **NARRATIVE** of certification status (if applicable).
- M. **MINORITY IMPACT STATEMENT** completed and signed.

**DOCUMENT INFORMATION (Continued)**

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local government(s). I understand the attached **resolution(s)** binds the participating local governments to assume responsibility for adequate maintenance of any new or improved city streets or secondary roads.

I hereby certify, under penalty of perjury, that any award of RISE funds; any subsequent letting of contracts for design, construction, reconstruction, improvement, or maintenance; or the furnishing of materials therefore; shall not involve direct or indirect interest, prohibited by Iowa Code 15A.2, 314.2, 362.5, or 331.342, of any state, county, or city official, elective or appointive. Any award of RISE funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of RISE funding and authorize a complete recovery of any funds previously disbursed.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the department is required prior to the authorization of funds.

Representing the County of Pottawattamie

\_\_\_\_\_  
Name of Applicant's Governing Authority

**Signed**

\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Date

Tim Wichman, Board of Supervisors Chairman

August 23, 2022

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

**Attested**

\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

## ATTACHMENT A: ECONOMIC DEVELOPMENT NARATIVE

---

The Jack Link story is a primary example of a successful economic development project that dates back to the 1800's. When Chris Link migrated from the old country and settled in Wisconsin, he didn't bring much with him, but he did bring his family's sausage recipe. That sausage recipe was handed down from generation to generation with the company growing from a general store and butcher shop to the multi-state manufacturing/distributor of quality meat snacks of today.

Jack Link's Underwood, IA location is strategically located off I-80 (10-miles east of Council Bluffs and I-29). Jack Link's is expanding their distribution center in Underwood which will play a vital role in supporting their future growth and will establish Underwood as a primary point of distribution for the entire company. The capital investment for this project is estimated at \$55,000,000.

The Jack Link's facility currently employs 100+ with three additional Senior Maintenance Technician positions being created based on the expansion at an average wage of \$45.00 per hour.

As you know, supply chain systems are currently in a state of influx. Over the past two years, the Council Bluffs region has experienced an increased demand for land or existing facilities for warehouse distribution projects. Since Jack Link's owns a surplus of acres at their Underwood site, this makes it a prime location for continued economic development activity. In addition, expanding the road infrastructure at this site could potentially open up additional economic development projects on the 100-acres to the east which is a privately-owned parcel owned by the Welbourne family. Pottawattamie County and Advance Southwest Iowa Corporation will continue to work with the City of Underwood and other utility providers regarding additional infrastructure improvements (water, sanitary, gas and electric).

Utilizing IMPLAN, an economic development modeling platform, we anticipate that during the year of construction that this project will support 458 jobs and an additional 121 jobs in the region based on the increased economic activity.

When the expansion is fully operational, IMPLAN estimates that the expansion of Jack Link's will add approximately \$1.3M to the local economy each year. This includes activity directly related to the company's operations and associated "spillover" activity.

For additional information, please contact:

Advance Southwest Iowa Corporation  
Paula Hazlewood, Chief Executive Officer  
149 W. Broadway Council Bluffs, IA 51503  
Phone: (402) 960-8505  
phazlewood@selectgreateromaha.com

RESOLUTION NO. 30-2022

RESOLUTION FOR CONSTRUCTION AGREEMENT  
BETWEEN THE CITY OF UNDERWOOD AND POTTAWATTAMIE COUNTY FOR A  
SECONDARY ROAD EXTENSION PROJECT

Pottawattamie County Resolution No. 30-2022  
Project No. FM-CO78(TBD)—55-78

Consenting to and approving the plans for the improvement of the extension of Secondary Road G30 (Magnolia Road) within the City of Underwood, Iowa ("City").

WHEREAS, Pottawattamie County proposes to improve Magnolia Road within the City of Underwood, Iowa in accordance with plans filed in the office of the Clerk of said City as follows:

Remove and Replace Pavement and reconstruct Mosquito Creek Bridge to support turn lanes as necessitated by the Jack Links Expansion project, identified as project number FM-CO78(TBD)—55-78, and

WHEREAS, the City has informed itself as to the proposed improvement and has examined the plans thereof,

WHEREAS, the City recognizes the County will develop the project and the City supports the proposed improvements, the Jack Links Expansion, and grant applications made by the County for this project.

WHEREAS, the City is aware that the purpose of the agreement is to apply for and secure RISE funding. Failure to receive RISE funding will terminate this agreement and future project development would require a separate agreement.

NOW, THEREFORE, BE IT RESOLVED by the said Council of the City of Underwood, as follows:

1. The City hereby approves the plans for the said project and consents to the improvement in accordance with the plans.
2. The City will take such legal steps and procedures to a conclusion such legal action and/or proceedings as are now or may hereafter be required.
  - a. To legally establish the grade lines of the street in accordance with and as shown by the project plans, and to cause any damage accruing there from to be determined and paid pursuant to Iowa Code Section 364.15.
  - b. To take such steps as may be necessary to secure the consent to the removal of any trees that may interfere with the construction of the project.
  - c. To remove existing and prevent future encroachments and obstructions upon streets or highways covered by the project.
  - d. To remove or cause to be removed without expense to the County all water hydrants, curb boxes, electroliers and cables, poles, parking meters, traffic signals, and any other facilities or obstructions which interfere with the construction of the project.

All above ground utilities shall be placed as close to the right of way line as practical.

3. Since this project may be partly financed with Federal-aid funds, the grant of which requires that the Iowa Department of Transportation (Iowa DOT) and the County comply with federal laws and regulations with respect thereto, the City agrees to take such action as may be necessary to comply with such federal laws and regulations. (Approval of the plans by the City satisfies the requirements of this paragraph.)
4. The City further agrees that within the limits of the proposed surfacing and for one foot outside thereof where the City or utility companies may be digging ditches prior to the proposed surfacing, the City will require that all backfilling and compaction of ditches shall

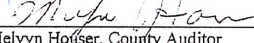
be made in accordance with the Iowa DOT's current Standard Specifications. The work will be subject to the approval of the County.

5. The City will, by ordinance, prohibit or restrict diagonal parking throughout the project.
6. Upon completion of the project, the City agrees that:
  - a. Any changes in the physical features of the project will be authorized only after approval has been secured from the County.
  - b. The City will furnish and erect all traffic signage and signaling in accordance with the current Manual on Uniform Traffic Control Devices.
  - c. All traffic signage and signaling shall be approved by the County before placement.

Passed this 5<sup>th</sup> day of April, 2022.

ROLL CALL VOTE

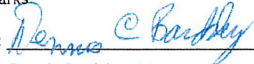
	AYE	NAY	ABSTAIN	ABSENT
 Tim Wichman, Chairman	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
 Scott Belt	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
 Lynn Gröbe	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
 Justin Schultz	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
 Brian Shea	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST:   
Melvyn Houser, County Auditor

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
 Robert Dose	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
 Jim Pingel	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
 Josh Madsen	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
 Royce Forbush	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
JW Tiarks				

SIGNATURE:   
Dennis Bardsley, Mayor

ATTEST:   
Cindy Sorlien, City Administrator/Clerk

**RESOLUTION NO. 32-2022**

**A RESOLUTION ENDORSING AN APPLICATION FOR RISE PROGRAM FUNDING  
TO RECONSTRUCT PORTIONS OF MAGNOLIA ROAD TO SUPPORT THE LINK  
SNACKS INC EXPANSION PROJECT IN THE CITY OF UNDERWOOD,  
POTTAWATTAMIE COUNTY.**

**WHEREAS**, the Iowa Department of Transportation (“DOT”) sponsors a program called Revitalize Iowa’s Sound Economic (“RISE”) which was created to promote economic development in Iowa through the establishment, construction, improvement and maintenance of roads and streets; and

**WHEREAS**, Pottawattamie County and the City of Underwood have concurrent jurisdiction of a portion of Magnolia Road and Resolution 30-2022 designates Pottawattamie County as the lead agency for this project; and

**WHEREAS**, the City of Underwood and Pottawattamie County desires to improve Magnolia Road with a two – way left turn lane (TWLTL); and the Railroad Highway Intersection to improve visibility and provide for safe turning movements; and

**WHEREAS**, the improvements to Magnolia Road, Railroad Highway Intersection, and the Mosquito Creek Bridge are estimated to cost \$4,520,400 (“the Project”) and qualify as an eligible expense under the DOT RISE Program; and

**WHEREAS**, Pottawattamie County will request RISE funds from the DOT in the amount of \$2,260,200 for the Project; and

**WHEREAS**, the RISE Program requires matching funds in the amount of \$2,260,200 which will be guaranteed by Pottawattamie County; and

**WHEREAS**, the Project will support traffic for 161-acres of land for immediate industrial development for Link Snacks Inc. to include a \$55 million warehouse expansion project, as well as, support and encourage the future development of 94.71 acres of land North of Magnolia Road; and


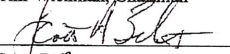
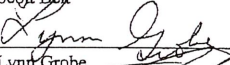
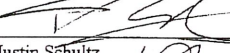


**WHEREAS**, the road improvements are dedicated to public use; and,

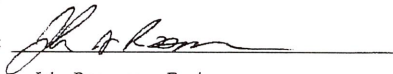
**WHEREAS**, the road improvements constructed under this project will be the jurisdictional responsibility of Pottawattamie County and the City of Underwood as provided for in Iowa Code Section 306; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY** that the Board of Supervisors of Pottawattamie County hereby endorses the RISE application dated May 13, 2022 to fund the improvements to Magnolia Road.

Dated this 19 day of April, 2022.

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
 _____ Tim Wichman, Chairman	●	○	○	○
 _____ Scott Belf	●	○	○	○
 _____ Lynn Grobe	●	○	○	○
 _____ Justin Schultz	●	○	○	○
 _____ Brian Shea	●	○	○	○
ATTEST:  _____ Melvyn Houser, County Auditor				

RECOMMENDED:   
\_\_\_\_\_  
John Rasmussen, Engineer

RESOLUTION NO. 22-05-03

A RESOLUTION ENDORSING AN APPLICATION FOR RISE PROGRAM FUNDING TO RECONSTRUCT PORTIONS OF MAGNOLIA ROAD TO SUPPORT THE LINK SNACKS INC EXPANSION PROJECT IN THE CITY OF UNDERWOOD, POTTAWATTAMIE COUNTY.

WHEREAS, the Iowa Department of Transportation ("DOT") sponsors a program called Revitalize Iowa's Sound Economic ("RISE") which was created to promote economic development in Iowa through the establishment, construction, improvement and maintenance of roads and streets; and

WHEREAS, Pottawattamie County and the City of Underwood have concurrent jurisdiction of a portion of Magnolia Road and Resolution 30-2022 designates Pottawattamie County as the lead agency for this project; and

WHEREAS, the City of Underwood and Pottawattamie County desires to improve Magnolia Road with a two - way left turn lane (TWLTL); and the Railroad Highway Intersection to improve visibility and provide for safe turning movements; and

WHEREAS, the improvements to Magnolia Road, Railroad Highway Intersection, and the Mosquito Creek Bridge are estimated to cost \$4,520,400 ("the Project") and qualify as an eligible expense under the DOT RISE Program; and

WHEREAS, Pottawattamie County will request RISE funds from the DOT in the amount of \$2,260,200 for the Project; and

WHEREAS, the RISE Program requires matching funds in the amount of \$2,260,200 which will be guaranteed by Pottawattamie County; and

WHEREAS, the Project will support traffic for 161-acres of land for immediate industrial development for Link Snacks Inc. to include a \$55 million warehouse expansion project, as well as, support and encourage the future development of 94.71 acres of land North of Magnolia Road; and

WHEREAS, the road improvements are dedicated to public use; and,

WHEREAS, the road improvements constructed under this project will be the jurisdictional responsibility of Pottawattamie County and the City of Underwood as provided for in Iowa Code Section 306; and,

NOW, THEREFORE, BE IT RESOLVED BY THE City of Underwood Council Members that City of Underwood Council Members hereby endorses the RISE application dated May 13, 2022, to fund the improvements to Magnolia Road.

Roll Call Vote:

Forbush	Aye / Nay	<u>Absent</u>
Madsen	<u>Yes</u> / No	Absent
Dose	<u>Yes</u> / No	Absent
Pingel	<u>Yes</u> / No	Absent
Tiarks	<u>Yes</u> / No	Absent

PASSED AND APPROVED THIS 10th day of May 2022 on motion by Dose and seconded by Pingel.

Signature: Dennis Bardsley  
Dennis Bardsley, Mayor

Attest: Cindy Sorlien  
Cindy Sorlien, City Administrator/Clerk





McCLURE™

Transportation Justification Narrative  
 Magnolia Road Reconstruction  
 from Railroad Hwy to 265<sup>th</sup> St  
 Pottawattamie County, Iowa

Magnolia Road between Railroad Hwy and 265<sup>th</sup> St is classified as a Major Collector. The existing paved corridor is a two-lane 24'-wide concrete section that consists of three intersections, two on/off-ramps onto I-80, five access drives, one railroad crossing, one stream crossing (Mosquito Creek), and one interstate overpass. The pavement section exhibits visible signs of moderate to significant longitudinal, transverse, and reflective cracking. Since 2011, there have been four reported crashes in front of Jack Link's, one at Mulberry Ln, three at the truck stop driveway, two at the I-80 West on/off ramp, and one at the I-80 East on/off ramp.

The existing 57-year-old 150'-0" x 28'-0" V14 standard continuous I-beam bridge over Mosquito Creek was last inspected on April 30<sup>th</sup>, 2020 and was given a structural rating of 46.8 and classified as structurally deficient. The inspection report noted that both the superstructure and substructure were in poor condition and had advanced deterioration.

The existing intersection of Magnolia Rd & Railroad Hwy currently has a skew angle of approximately 63 degrees. Although the skew angle is deemed to be acceptable, visibility issues can arise from vehicles turning left onto Railroad Hwy. Last counted in 2016, Railroad Hwy saw an AADT of 2080 and 3490 for the south and north legs, respectively, and Magnolia Rd saw an AADT of 170 and 3130 for the west and east legs, respectively. Since 2011, there have six reported crashes at or near the intersection.

The proposed project includes the reconstruction of Magnolia Rd from Railroad Hwy to 265<sup>th</sup> St, including intersections, and bridge replacement over Mosquito Creek. The project will utilize three typical sections: a 36'-wide section consisting of two 12'-wide PCC travel lanes and two 6'-wide granular shoulders; a 50'-wide section consisting of two 12'-wide PCC travel lanes, one 14'-wide PCC two-way left turn lane (TWLTL), and two 6'-wide granular shoulders; and a 30' wide granular section.

The proposed project includes realigning the intersection of Magnolia Rd & Railroad Hwy to provide a skew angle of approximately 80 degrees between the east leg of Magnolia Rd and Railroad Hwy, which meets desired criteria and will provide safer turning movements. The unpaved west leg of the intersection will be shifted north to align with the center of the intersection, but the skew angle will be maintained; the limits of the unpaved reconstruction are from approximately the edge return of 260<sup>th</sup> St to Railroad Hwy.

The proposed railroad approaches will be designed to match existing layout to minimize any potential impacts to the railroad. No impacts to any railroad equipment are expected.

Stormwater conditions will be analyzed to provide adequate sizing for entrance culverts.

A TWLTL is being proposed between the entrance to Jack Link's and the truck stop access. A preliminary traffic study was conducted to analyze the need for turn lanes into Jack Link's. The need for a left turn lane at the truck stop access could not be evaluated as there was no available turning data at the access. Below is a summary of the turn lane analysis of the traffic study:

623 North Carroll Street, Carroll, Iowa 51401  
 P 712.220.8121 | [mcclurevision.com](http://mcclurevision.com)

Primary reasons for turn lanes and/or two-way left turn lanes (TWLTL) are safety or operational issues which are typically evaluated based on crash history, volume-based turn lane warrants, entrance densities and capacity level of service evaluations.

Crash history was evaluated over the 5-year period from January 2017 through December 2021 along the Magnolia Road corridor. Only five crashes occurred during this 5-year period. One was at the Jack Link's entrance, three were at the fueling station/truck stop driveway, and one was at the westbound I-80 ramp intersection. The low number of crash occurrences indicates a left turn lane is not needed to correct a crash issue.

Guidance on justification for turn lanes can be found in the Iowa DOT Design Manual, Section 6A-1, Horizontal Intersection Design for Rural Two-Lane Highways. This manual provides guidelines on when to install left or right turn lanes on a two-lane highway. Additional guidance is provided in the National Cooperative Highway Research Program, NCHRP Report 457, Evaluating Intersection Improvements: An Engineering Study Guide. NCHRP 457 applies to minor arterials, collectors and most city streets. Using both of these guides, turn lane warrants were checked at the Jack Link's access using existing count data for Magnolia Road coupled with the anticipated number of trucks and automobiles created by the expansion of business. The expected operations numbers were provided by the design project manager. The volumes could justify the addition of a left turn storage/ left turn deceleration lane. The number of inbound left turns would exceed the lower threshold needed in Section 6A-1 of the Design Manual for justification of a left turn bay as the anticipated number of left turns daily is approximately 200 vehicles per day (vpd) including shift changes and the threshold would be approximately 140 vph assuming a future design year westbound volume of 1,940 vehicles per day (vpd) and using the adjustment factor for 5% trucks.

The traffic study found that a turn lane is warranted for Jack Link's based on Section 6A-1 of the Iowa DOT Design Manual, so the TWLTL is being recommended to provide storage for left-turning vehicles and eliminate vehicles from stopping in the thru lane, reducing the chances of rear-end collisions and increasing the capacity of the roadway.

An acceleration lane was also considered for trucks turning eastbound out of Jack Link's. Pottawattamie County and the Iowa DOT do not have definite guidelines on when to provide for acceleration lanes other than the DOT stating that they are helpful on high-volume roads where openings between through vehicles in the peak hour traffic streams are infrequent and short. Another instance where they can be helpful is where profile grades cause problems with acceleration and where truck traffic in particular might be problematic. In the preliminary traffic study, an analysis of traffic operations was performed for the peak hour and the results indicate that there would be available gaps in traffic and that the level of service to exiting Jack Link's traffic would be more than adequate. Additionally, the roadway grades east of Jack Link's are relatively flat, and an additional lane for truck acceleration would not be cost efficient, so an acceleration lane is not being recommended for the project.

Two alternative bridge designs were analyzed for the replacement of the existing bridge of Mosquito Creek. The first bridge alternative is a 184' x 36' PPCB bridge consisting of two 12'-wide travel lanes and two 6'-wide paved shoulders. Since the 28'-0" roadway width and four beam cross-section of the existing bridge make it essentially impossible to maintain two-way traffic during

construction without either an alignment shift or adding width to the replacement structure, the construction of this bridge cannot be staged to maintain traffic, and an off-site detour route would be approximately 20 miles. Therefore, a temporary bridge, although deemed to be uneconomical, would be recommended for this alternative to limit the impact of traffic during construction.

The second bridge alternative is a 184' x 60' PPCB bridge consisting of two 12'-wide travel lanes, one 14'-wide TWLTL, two 6'-wide paved shoulders, and one 10'-wide section for future buildout and additional width for staging. The construction of this bridge can be staged and allows for traffic to be maintained. Consequently, there would be no need for an off-site detour or temporary bridge. The benefits of this alternative include eliminating the need for an off-site detour or temporary bridge, provide desirable deceleration for traffic at Mulberry Ln and the truck stop, and allow for any future buildout.

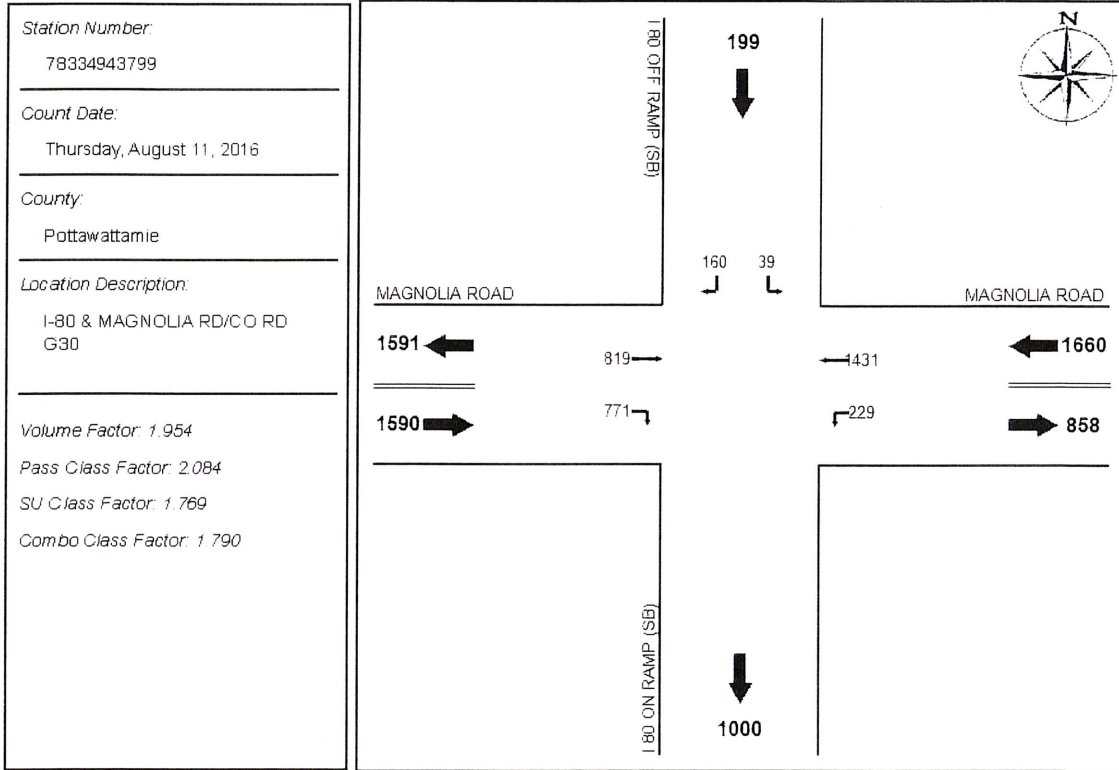
Due to constraints related to existing right-of-way and businesses along the corridor, it has been determined that over-building the width of the replacement structure on the existing alignment to allow for staged construction is the preferred alternative. This solution has the added benefit of providing enough additional deck width to accommodate any future buildout.

To summarize, the proposed project is being recommended to include realigning the intersection of Magnolia Rd & Railroad Hwy to improve sight distances and safety for left-turning maneuvers, adding a TWLTL extending from the entrance of Jack Link's to the truck stop access to provide storage for left-turning vehicles and eliminate vehicles from stopping in the thru lane, and removing and replacing the existing structurally deficient bridge with a 184' x 60' PPCB bridge to allow for staged construction, a TWLTL, and additional deck width for future buildout.

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Appendix:  
Preliminary Traffic Study

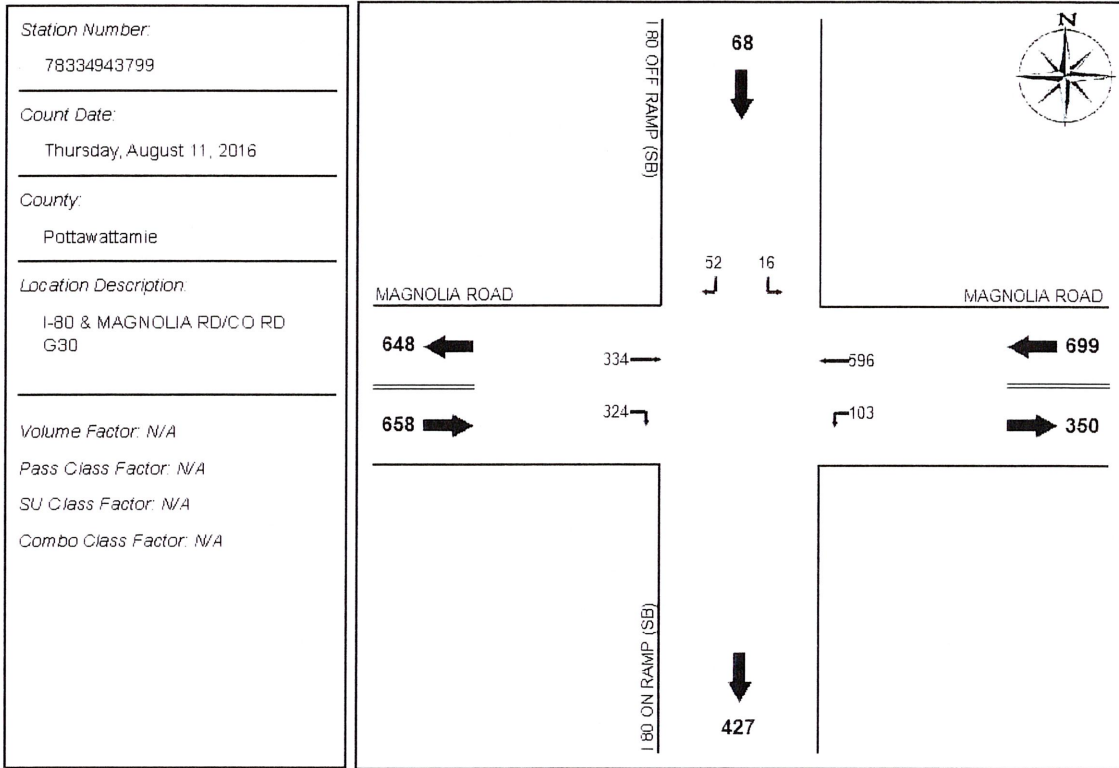
**Iowa Department of Transportation**  
**Turning Movement Traffic Count Summary**  
 Annualized Daily Traffic For All Vehicles



**Raw Data-All Vehicles:**

	N Leg		E Leg		W Leg	
	L	R	L	T	T	R
<b>07:00</b>	2	5	38	74	40	92
<b>08:00</b>	2	8	26	56	27	51
<b>11:00</b>	1	8	7	73	54	36
<b>12:00</b>	1	16	10	72	57	40
<b>15:00</b>	6	9	10	118	77	34
<b>16:00</b>	2	18	7	149	70	68
<b>17:00</b>	5	17	13	160	78	57

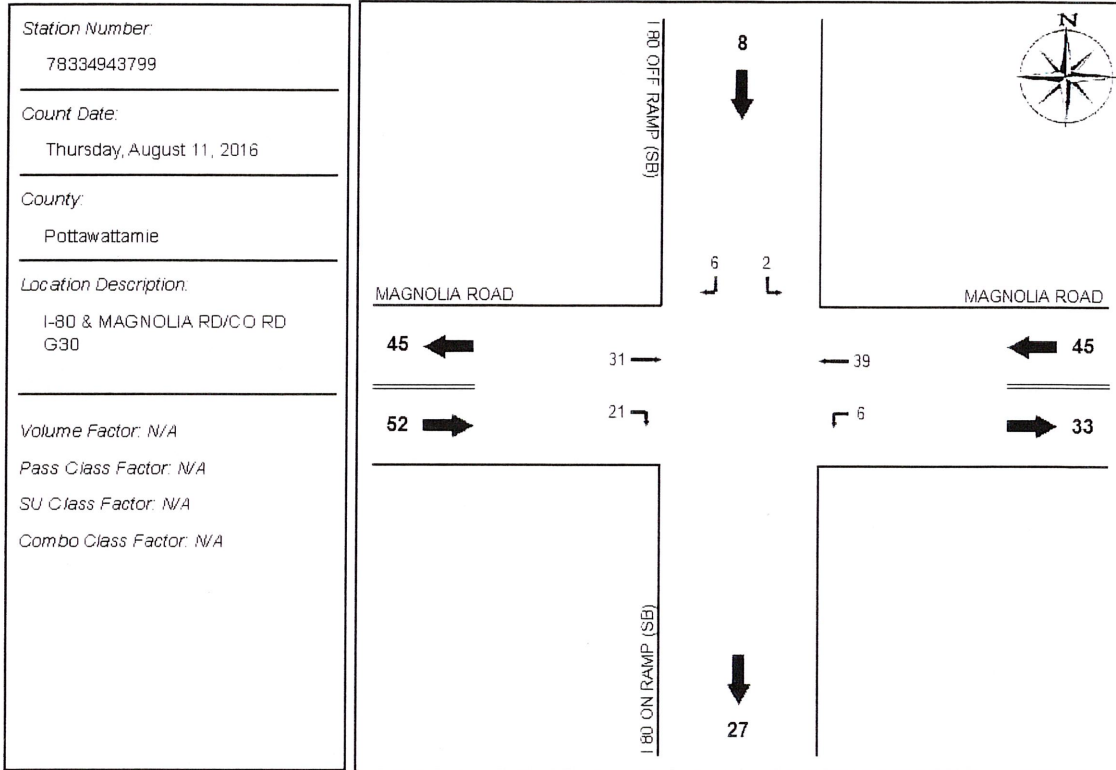
**Iowa Department of Transportation**  
**Turning Movement Traffic Count Summary**  
 Vehicle Type: Passenger Vehicles



**Raw Data-Passenger Vehicles:**

	N Leg		E Leg		W Leg	
	L	R	L	T	T	R
<b>07:00</b>	2	4	37	68	35	85
<b>08:00</b>	2	4	23	45	22	44
<b>11:00</b>	0	3	7	53	46	28
<b>12:00</b>	1	9	9	54	43	32
<b>15:00</b>	5	6	10	104	61	26
<b>16:00</b>	2	14	7	127	62	59
<b>17:00</b>	4	12	10	145	65	50

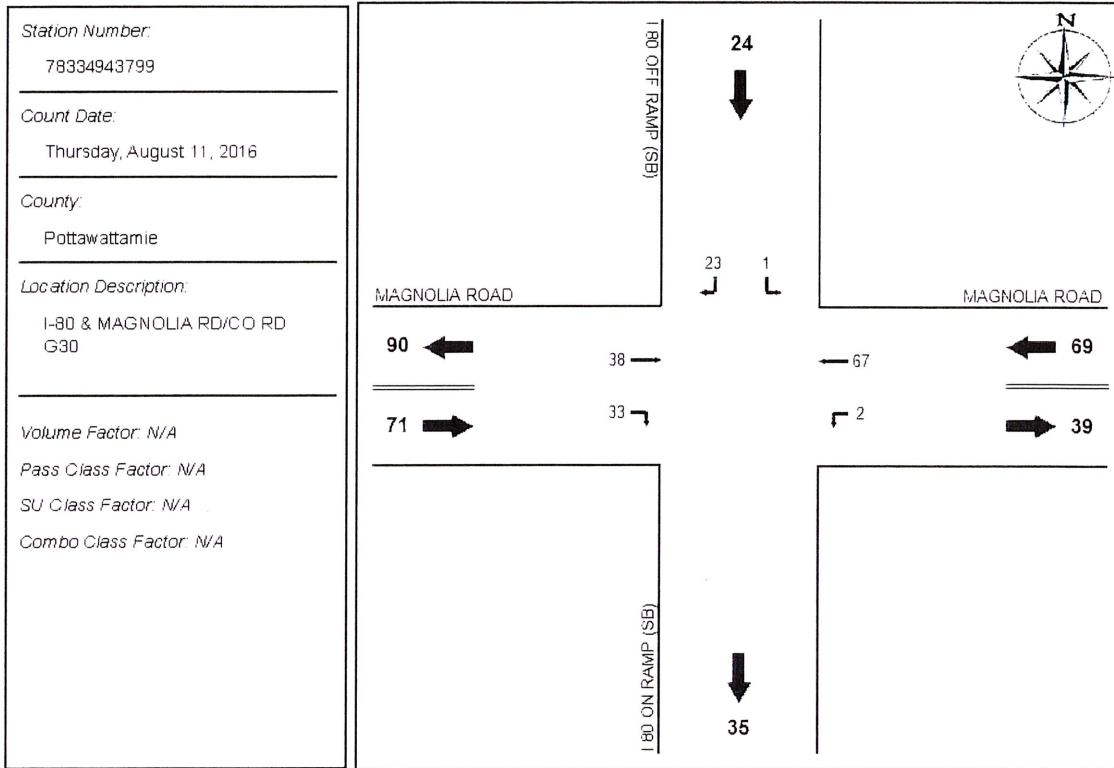
**Iowa Department of Transportation**  
**Turning Movement Traffic Count Summary**  
 Vehicle Type: Single-Unit Trucks



**Raw Data-Single-Unit Trucks:**

	N Leg		E Leg		W Leg	
	L	R	L	T	T	R
<b>07:00</b>	0	0	1	6	1	4
<b>08:00</b>	0	0	2	6	3	2
<b>11:00</b>	0	0	0	9	3	3
<b>12:00</b>	0	3	0	3	7	2
<b>15:00</b>	1	2	0	2	7	2
<b>16:00</b>	0	1	0	9	5	6
<b>17:00</b>	1	0	3	4	5	2

**Iowa Department of Transportation**  
**Turning Movement Traffic Count Summary**  
 Vehicle Type: Combination Trucks



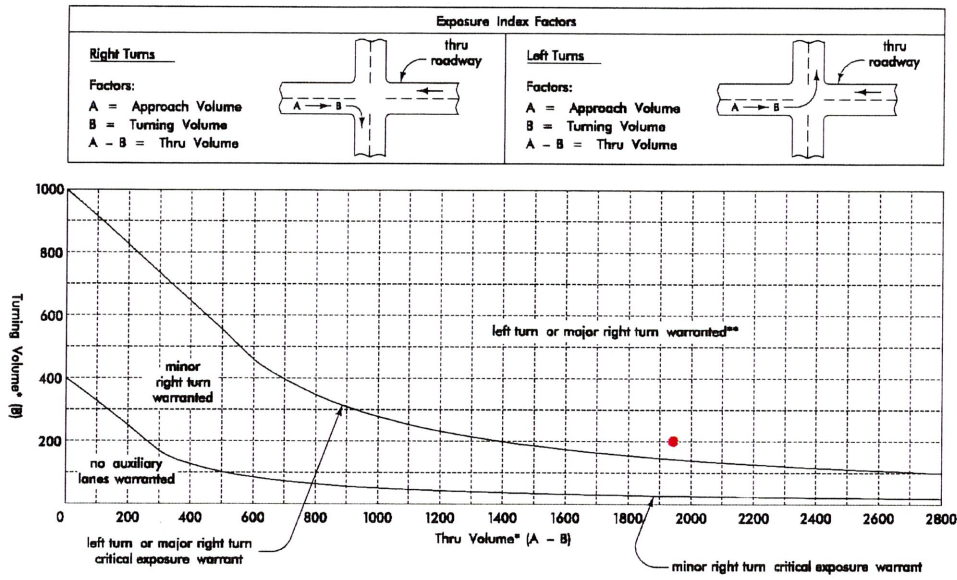
**Raw Data-Combination Trucks:**

	N Leg		E Leg		W Leg	
	L	R	L	T	T	R
<b>07:00</b>	0	1	0	0	4	3
<b>08:00</b>	0	4	1	5	2	5
<b>11:00</b>	1	5	0	11	5	5
<b>12:00</b>	0	4	1	15	7	6
<b>15:00</b>	0	1	0	12	9	6
<b>16:00</b>	0	3	0	13	3	3
<b>17:00</b>	0	5	0	11	8	5



Rural Two-Lane Highways

Rural Two-Lane Highways



Traffic volume is based on current ADT for right turns, and design year ADT for left turns.

\*Traffic volume must be adjusted for trucks based on Table 1.

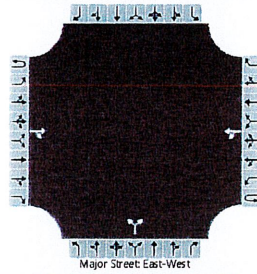
\*\*At gravel road intersections, use minor right turn.

Figure 1: Rural two-lane highway auxiliary lane warrants.

## HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst		Intersection	Magnolia Road & Jack Link's
Agency/Co.		Jurisdiction	Pottawattamie County
Date Performed	4/13/2022	East/West Street	Magnolia Road
Analysis Year	2042	North/South Street	Jack Link's Entrance
Time Analyzed	PM Peak Hour	Peak Hour Factor	1.00
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	2022000366-000		

### Lanes



### Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			135	1		5	140			20		90				
Percent Heavy Vehicles (%)						100				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type   Storage						Undivided										

### Critical and Follow-up Headways

Base Critical Headway (sec)					4.1				7.1		6.2					
Critical Headway (sec)					5.10				6.42		6.22					
Base Follow-Up Headway (sec)					2.2				3.5		3.3					
Follow-Up Headway (sec)					3.10				3.52		3.32					

### Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)					5				110							
Capacity, c (veh/h)					1015				866							
v/c Ratio					0.00				0.13							
95% Queue Length, Q <sub>95</sub> (veh)					0.0				0.4							
Control Delay (s/veh)					8.6	0.0			9.8							
Level of Service (LOS)					A	A			A							
Approach Delay (s/veh)					0.3				9.8							
Approach LOS					A				A							

**Lisa VanDenBerg**

---

**From:** Cody Forch  
**Sent:** Thursday, March 24, 2022 4:16 PM  
**To:** Lisa VanDenBerg  
**Subject:** FW: Jack Link's Traffic Study Information  
**Attachments:** 07260-C1001.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

FYI



CODY FORCH, P.E.\*  
TEAM LEADER

Your vision. Engineered here.  
623 N Carroll Street | Carroll, IA 51401  
O: (515) 964-1229 ext. 2084 | C: (712) 870-3596 | F: (515) 964-2370

\*IA, SD

**From:** Kimberley Stanton <kstanton@stellar.net>  
**Sent:** Thursday, March 24, 2022 4:13 PM  
**To:** Cody Forch <cforch@mcclurevision.com>  
**Cc:** Carlson, Cody <Cody.Carlson@jacklinks.com>; Khalil, Nader <Nader.Khalil@jacklinks.com>  
**Subject:** Jack Link's Traffic Study Information

Cody,

Thanks for talking to me this afternoon. Below is the information you and I talked about.

Truck Traffic

- 4 to 5 outbound per hour and 2 to 3 inbound per hour during the day M-F
- Peak times could be 6 to 8 outbound per hour
- Sat/Sun – 2 to 3 inbound per hour, less than 1 outbound per hour
- PM – less than 1 inbound and outbound per hour M-F

Employee Counts

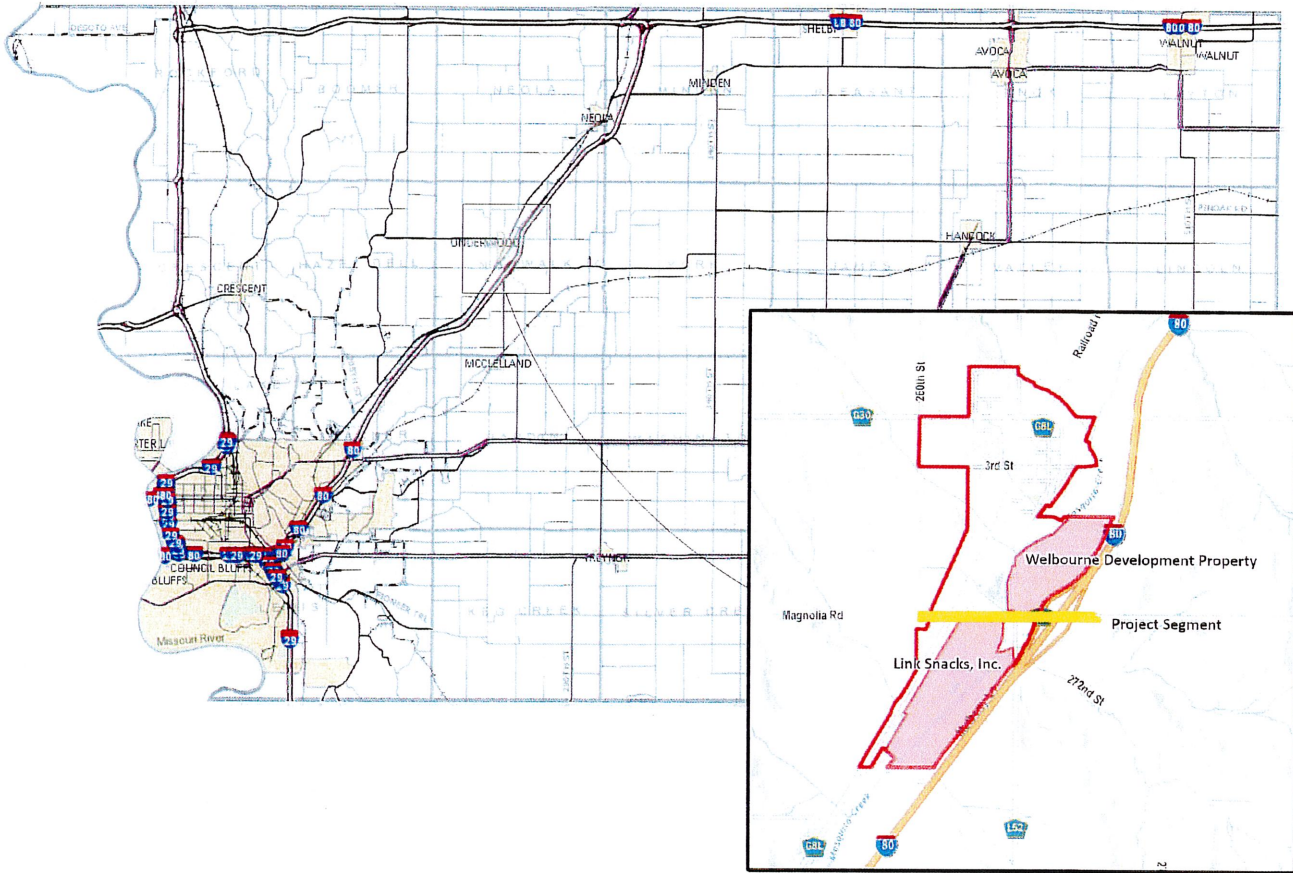
- Current count is 322, we could get as high as 330-335.

Autos per shift 2.5 shifts a day is 100 per shift. 250 per day

I also attached the civil site plan.

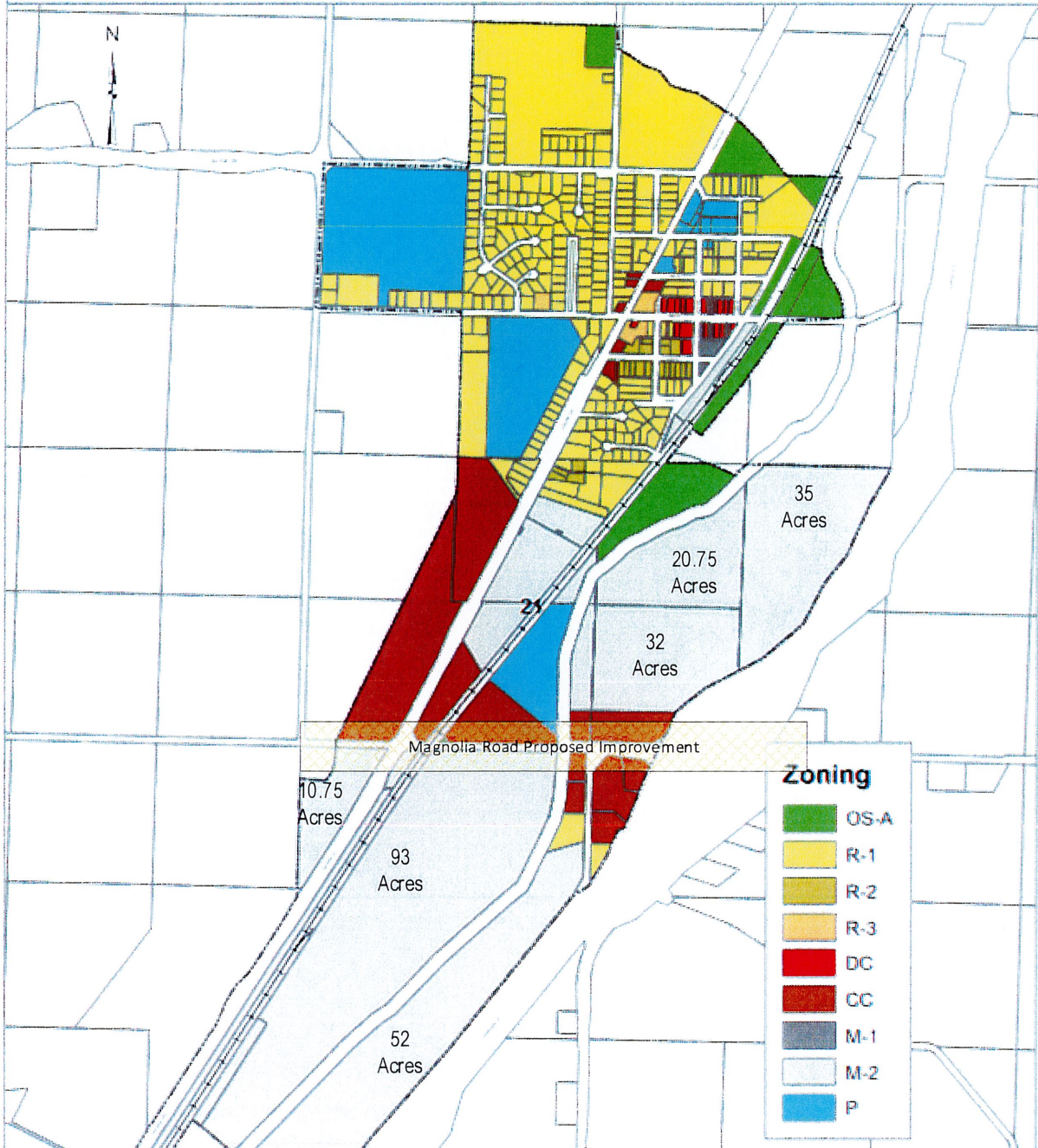
Thank you very much!

# Project Location Map



# City of Underwood- Zoning Changes

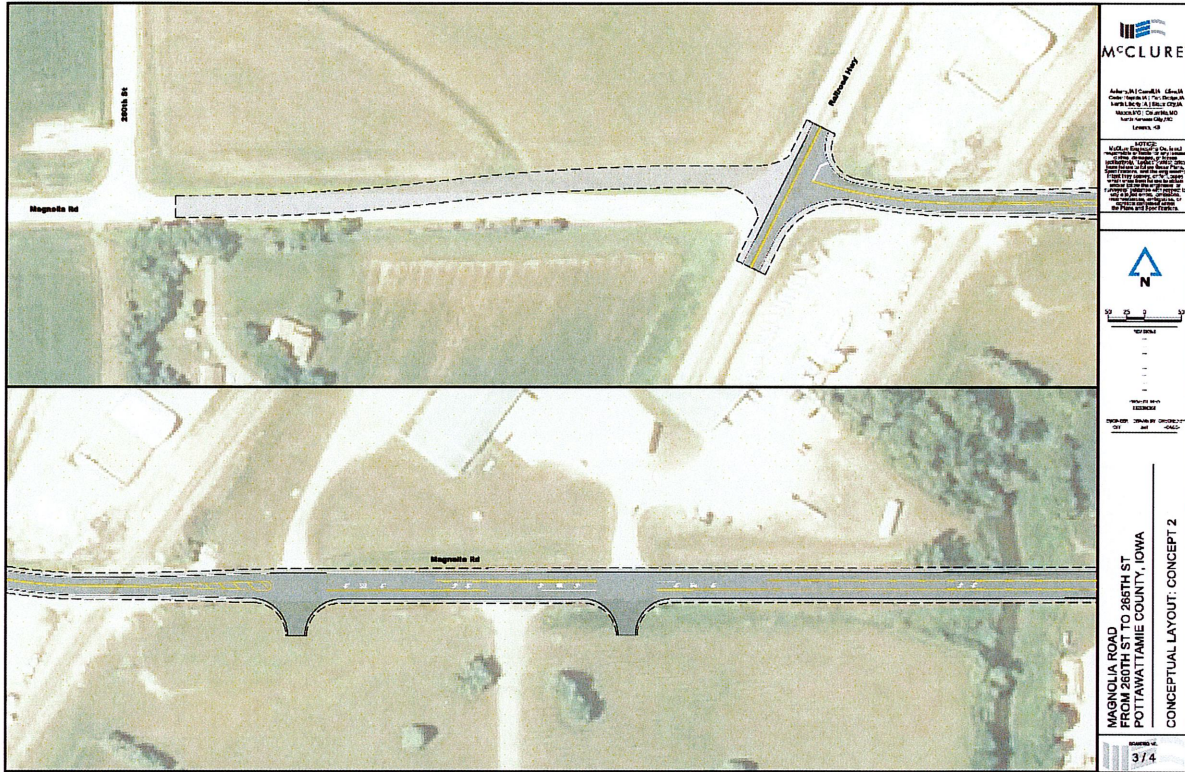
As of May 10, 2013



## "M-2" General Industrial District

The zoning of property as "M-2", General Industrial District, is intended to provide for a variety of industrial uses. The uses intended for the "M-2" district include office warehousing, wholesaling, product assembly and manufacturing. Most activities shall occur inside a building, however, outside storage of materials and displays may be permitted subject to performance standards.





**McCLURE**

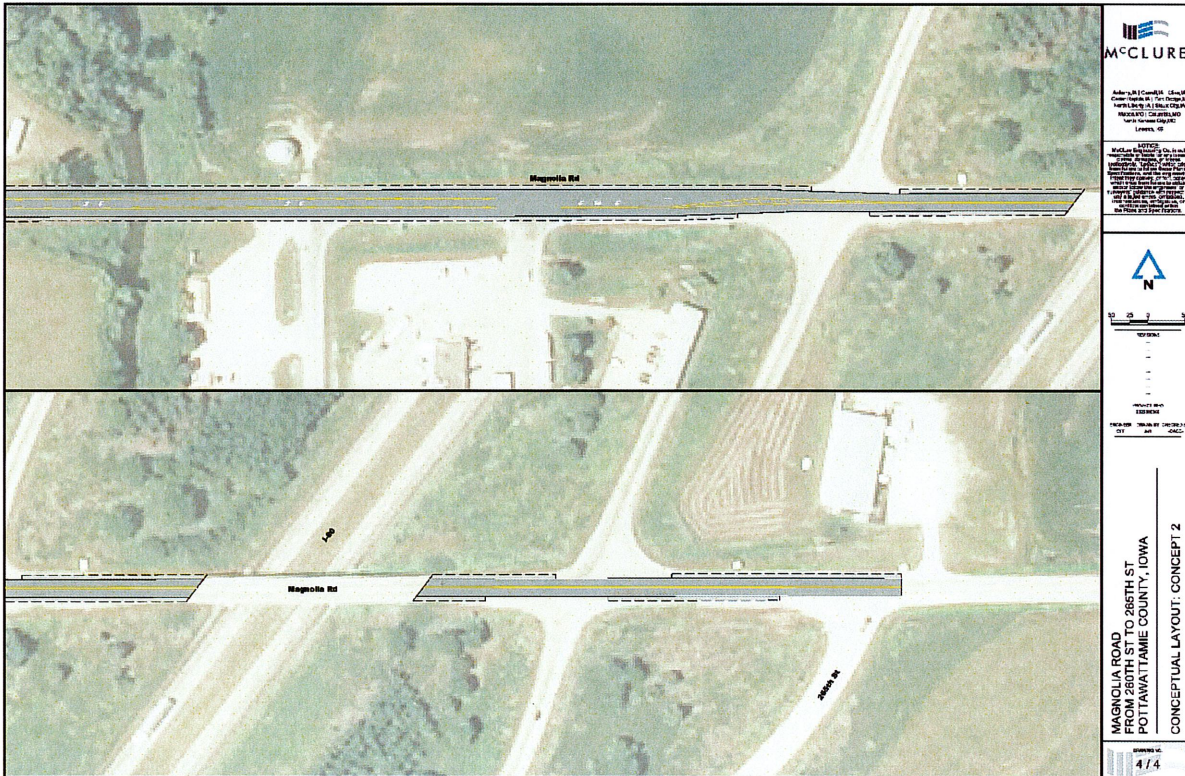
Address: 3811 Council Bluffs Rd  
 Council Bluffs, IA 51501  
 Phone: 712.263.1111  
 Fax: 712.263.1112  
 Email: info@mcclure.com  
 Website: www.mcclure.com

**NOTICE:**  
 This is a conceptual sketch plan and is not intended to be used for construction. It is subject to change without notice. The user of this sketch plan is advised to consult with the engineer of record for all details and specifications. The user of this sketch plan is also advised to consult with the engineer of record for all details and specifications. The user of this sketch plan is also advised to consult with the engineer of record for all details and specifications.

**MAGNOLIA ROAD  
 FROM 280TH ST TO 265TH ST  
 POTTAWATTAMIE COUNTY, IOWA**

CONCEPTUAL LAYOUT: CONCEPT 2

3 / 4



**McCLURE**

Address: 3811 Council Bluffs Rd  
 Council Bluffs, IA 51501  
 Phone: 712.263.1111  
 Fax: 712.263.1112  
 Email: info@mcclure.com  
 Website: www.mcclure.com

**NOTICE:**  
 This is a conceptual sketch plan and is not intended to be used for construction. It is subject to change without notice. The user of this sketch plan is advised to consult with the engineer of record for all details and specifications. The user of this sketch plan is also advised to consult with the engineer of record for all details and specifications. The user of this sketch plan is also advised to consult with the engineer of record for all details and specifications.

**MAGNOLIA ROAD  
 FROM 280TH ST TO 265TH ST  
 POTTAWATTAMIE COUNTY, IOWA**

CONCEPTUAL LAYOUT: CONCEPT 2

4 / 4

### Magnolia Road Improvement Schedule

Date		Concept	RISE Application	Preliminary Plans	Final Plans	ROW Acquisition	Railroad Agreement	Utility Relocation	Letting	Construction
FY22	Calendar Year 2022	Mar-22								
	Apr-22									
	May-22									
	Jun-22									
FY23	Calendar Year 2022	Jul-22								
	Aug-22		10-Aug							
	Sep-22									
	Oct-22									
	Nov-22									
	Dec-22									
	Calendar Year 2023	Jan-23								
	Feb-23									
FY24	Calendar Year 2023	Mar-23								
	Apr-23									
	May-23									
	Jun-23									
	Jul-23									
	Aug-23									
	Sep-23									
	Oct-23									
FY25	Calendar Year 2023	Nov-23								
	Dec-23									
	Calendar Year 2024	Jan-24								
	Feb-24									
	Mar-24									
	Apr-24									
	May-24									
	Jun-24									
	Jul-24									
	Aug-24									
	Sep-24									
	Oct-24									
Nov-24										
Dec-24										

**RISE LOCAL DEVELOPMENT APPLICATION  
ROADWAY PROJECT DESCRIPTION AND COST ESTIMATE  
(RISE-Eligible Items)**

Lead applicant name Pottawattamie County

**ROAD PROJECT DESCRIPTION**

Location: On Magnolia Road, from 260th Street East to L52  
 Length (ft.): 4,620 Pavement Width (ft.): 38 Right-of-Way Width (ft.): Varies  
 Pavement Type: Portland Cement Concrete Depth: 8 Inch

**TRAFFIC INFORMATION**

Present Annual Average Daily Traffic (AADT) in 2016 3180 Percent Trucks: 10  
 Present AADT in \_\_\_\_\_ Percent Trucks: \_\_\_\_\_

**COST ESTIMATE**

Item Description	Units	Unit Cost	Total Cost
Clearing & Grubbing	1.5	7500	11250
Embankment in Place	6000	13	78000
Excavation, Class 10, Roadway and Borrow	8000	13	104000
Topsoil, Strip, Salvage and Spread	3350	8	26800
Special Compaction of Subgrade	46	1200	55200
Modified Subbase	2250	60	135000
Granular Shoulders, Type A	2400	30	72000
Shoulder Construction, Earth	92	450	41400
Standard or Slip Form PCC, Class C, Class 3, 8 in.	12250	82	1004500
Rumble Strip Panel	3	800	2400
Granular Surfacing on Road, Class A Crushed Stone	980	45	44100
Surfacing, Driveway, Class A Crushed Stone	200	45	9000
Removal of Existing Bridge	1	230000	230000
Removal of Sign	1	140	140
Aprons, Concrete 15 in. dia.	4	1800	7200
Culvert, Concrete Entrance Pipe, 15 in. dia.	200	120	24000
Subdrain, Longitudinal (Shoulder) 4 in. dia.	6500	9	58500
Subdrain Outlet, DR-305	14	550	7700
Revetment, Class E	1000	70	70000
Removal of Pavement	9900	9	89100
Right-of-Way			
Railroad			
<b>Subtotal</b>			
Engineering, legal, administration (maximum 15 percent of subtotal)			\$
Contingency (maximum 10 percent of subtotal)			\$
<b>Grand Total</b>			<b>\$2070290</b>

Note: If the Roadway Project is in more than one jurisdiction, please prepare separate cost estimate forms for each portion and submit with application.



**RISE LOCAL DEVELOPMENT APPLICATION  
ROADWAY PROJECT DESCRIPTION AND COST ESTIMATE  
(RISE-Eligible Items)**

Lead applicant name Pottawattamie County

**ROAD PROJECT DESCRIPTION**

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**TRAFFIC INFORMATION**

Present Annual Average Daily Traffic (AADT) in 2016 3180 Percent Trucks: 10  
 Present AADT in \_\_\_\_\_ Percent Trucks: \_\_\_\_\_

**COST ESTIMATE**

Item Description	Units	Unit Cost	Total Cost
Continued	1	2070290	2070290
			0
Driveway, PCC Concrete, 8 in.	500	85	42500
Removal of Paved Driveway	250	20	5000
Remove and Reinstall Sign	8	400	3200
Perforated Square Steel Tube Posts	34	25	850
Perforated Square Steel Tube Post Anchor, Break-Away	2	250	500
Type A Signs, Sheet Aluminum	12	50	600
Install Type A Sign	2	175	350
Construction Survey	1	30000	30000
Painted Pavement Marking, Waterborne or Solvent-Based	150	45	6750
Painted Symbols and Legends, Waterborne or Solvent-Based	20	125	2500
Traffic Control	1	100000	100000
Mobilization	1	265000	265000
Seeding and Fertilizing (Rural)	3	1500	4500
Silt Fence	1750	2.50	4375
Silt Fence for Ditch Checks	450	2.50	1125
Removal of Silt Fence for Ditch Checks	1100	.75	825
Maintenance of Silt Fence or Silt Fence for Ditch Checks	220	1.25	275
Bridge (184 x 60) PPCB	11040	230	2539200
Right-of-Way			
Railroad			
<b>Subtotal</b>			
Engineering, legal, administration (maximum 15 percent of subtotal)			\$
Contingency (maximum 10 percent of subtotal)			\$5,07784
<b>Grand Total</b>			\$5585624

Note: If the Roadway Project is in more than one jurisdiction, please prepare separate cost estimate forms for each portion and submit with application.



May 25, 2022

Craig Markley, Director  
Iowa Department of Transportation  
Office of Systems Planning  
800 Lincoln Way  
Ames, Iowa 50010

Dear Mr. Markley,

The Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) serves as the Regional Planning Affiliation RPA-18 and serves as the administrator for the nonurbanized area of Pottawattamie County in Southwest Iowa. I write in support of Pottawattamie County's RISE grant application for the Magnolia Road (G30) Improvement to support the Link Snacks, LLC (Jack Links) expansion project. The proposed project will add a three-lane section to an existing two-lane section that will serve to help alleviate crash risk factors and help promote the economic development of the region.

MAPA believes the efforts detailed in the RISE grant application will assist the region in several of its Long-Range Transportation Plan (LRTP) goals. The improvements of Magnolia Road as recommended by this application will support the proposed industrial development within the corridor, as well as improve safety and resolve traffic congestion. MAPA's LRTP notes the importance of maximizing mobility and accessibility of freight movement to preserve the Omaha-Council bluffs region's competitiveness in the global economy (LRTP Goal 1). Additionally, the improvement of this roadway supports the LRTP's goal to coordinate land use and transportation investments to minimize environmental impacts (LRTP Goal 3).

For these reasons, MAPA supports Pottawattamie County's RISE grant application for the Mahogany Road (G30) improvements for immediate opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Helgerson".

Michael Helgerson  
Executive Director

2222 Cuming Street  
Omaha, NE 68102-4328

P 402.444.6866  
F 402.342.0949

[www.mapacog.org](http://www.mapacog.org)  
[mapa@mapacog.org](mailto:mapa@mapacog.org)





### Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

**Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.**

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

---

Indicate which groups are impacted.

- Women     Persons with a disability     Blacks     Latinos     Asians
- Pacific Islanders     American Indians     Alaskan Native Americans     Other \_\_\_\_\_

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project.

---

Present the rationale for the existence of the proposed program or policy.

---

Provide evidence of consultation with representatives of the minority groups impacted.

---

Indicate which groups are impacted.

- Women     Persons with a disability     Blacks     Latinos     Asians  
 Pacific Islanders     American Indians     Alaskan Native Americans     Other \_\_\_\_\_

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.  
The proposed project is in support of job creation and shouldn't change the current situation other than offering more jobs.

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I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name John Rasmussen

Title Pottawattamie County Engineer

#### Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

Discussion and/or decision to approve and authorize the Board to sign **Resolution No. 62-2022** entitled: RESOLUTION DECLARING POTTAWATTAMIE COUNTY'S STANCE AGAINST THE USE OF EMINENT DOMAIN FOR THE CONSTRUCTION OF CARBON DIOXIDE TRANSMISSION PIPELINES.

## RESOLUTION NO. 62-2022

### RESOLUTION DELCLARING POTTAWATTAMIE COUNTY'S STANCE AGAINST THE USE OF EMINENT DOMAIN FOR THE CONSTRUCTION OF CARBON DIOXIDE TRANSMISSION PIPELINES

**WHEREAS**, Summit Carbon Solutions and Navigator Heartland Greenway intend to construct carbon dioxide pipelines across the state of Iowa, some of which pass through Pottawattamie County, IA.

**WHEREAS**, these pipelines are for the transmission of captured carbon dioxide gas from various ethanol facilities in Iowa to an underground storage location in North Dakota.

**WHEREAS**, the only beneficiary of these pipelines will be those producing the carbon dioxide, those transmitting it and those storing it with no contribution to the general public.

**WHEREAS**, the path needed to construct the pipelines can only be achieved by enforcing Eminent Domain granted by the Iowa Utilities Board across privately held land of opposed landowners.

**NOW THEREFORE BE IT RESOLVED**, that while Pottawattamie County encourages business growth and development and recognizes the importance of ethanol facilities to the local economy, this particular type of pipeline should not be considered a public utility. Pottawattamie County is opposed to the use of Eminent Domain laws against private landowners as there is no benefit to general public.

**Dated this 23rd Day of August, 2022.**

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
<hr/> Tim Wichman, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: 

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Melvyn Houser, County Auditor

**Other Business**

**Jana Lemrick/Director, Human**  
**Resources and Jamie**  
**Watts/Operator,**  
**Communication and Sam**  
**Arkfeld/Lieutenant,**  
**Communications**

**Discussion and/or decision to approve and authorize Board to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME), Local 2364-911 Agreement for the employees of the Pottawattamie County Communications Center, effective August 1, 2022, through June 30, 2023.**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
POTTAWATTAMIE COUNTY  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME),  
LOCAL 2364-911**

Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) (hereinafter the "Bargaining Unit") are parties to a Collective-Bargaining Agreement and have agreed to certain terms and conditions supplemental pay for employees of the Pottawattamie County Communications Center covered under the contract.

It is agreed between the parties that this memorandum of understanding will be effective August 1, 2022-June 30, 2023.

The maximum accumulation of compensatory time will be temporarily increased from sixty (60) hours to one hundred twenty (120) hours. The maximum will return to sixty (60) hours effective July 1, 2023. At that time, any unused compensatory time over sixty (60) hours will be cashed out and paid no later than July 31, 2023.

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
Pottawattamie County Board  
Of Supervisors Chairman

\_\_\_\_\_  
AFSCME/IA Council 61

**Jana Lemrick/Director, Human**  
**Resources and Heather**  
**Shafer/Assistant, Human**  
**Resources**

**Discussion and/or decision on request to provide  
funding for on-site employee blood draws.**

**Received/Filed**

# **Public Comments**

**Closed Session**

# Open Session

# **Jana Lemrick/Director, Human** **Resources**

**Discussion and/or decision regarding Pottawattamie  
County Deputy Sheriffs Association's Petition for  
Amendment of Bargaining Unit.**

**STATE OF IOWA  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**

<p>IN THE MATTER OF:</p> <p>POTTAWATTAMIE COUNTY DEPUTY SHERIFFS ASSOCIATION,</p> <p style="text-align:center">Petitioner,</p> <p>and</p> <p>POTTAWATTAMIE COUNTY,</p> <p style="text-align:center">Respondent.</p>	<p><b>PETITION FOR AMENDMENT OF BARGAINING UNIT</b></p>
---	---

COMES NOW, the Petitioner, Pottawattamie County Deputy Sheriffs Association, and in support of its Petition for Amendment of Bargaining Unit, states as follows:

1. The case number where the bargaining unit was originally determined by PERB and case number(s) of any subsequent amendments to the bargaining unit, if applicable, are:

**Case No. 5889; Case No. 8083.**

2. The description of the existing bargaining unit is:

**INCLUDED: Criminal Records Technician, Civil Clerk, Crime Scene Technician, Court Security Deputy, Civil Deputy, Road Deputy and Corporal**

**EXCLUDED: Detention Officer, Cook, Service Helper, Commissary Clerk, Secretary, Receptionist, Sheriff, Jail Administrator, Chief Deputy, Lieutenants, Sergeants, Office Coordinator, Assistant Jail Administrator, Food Service Supervisor, Detention Supervisors, Confidential Secretary, Medical Secretary, Registered Nurse, Health Services Manager, Telecommunications Operator, Sr. Telecommunications Operator, Lead Telecommunications Supervisors, Center Manger, Officer Manager, 911 Director and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act.**

3. The description of the proposed bargaining unit is:



**INCLUDED:** Criminal Records Technician, Civil Clerk, Crime Scene Technician, Court Security Deputy, Civil Deputy, Road Deputy Corporal, Jail Secretary, and Office Clerk

**EXCLUDED:** Detention Officer, Cook, Service Helper, Commissary Clerk, Secretary, Receptionist, Sheriff, Jail Administrator, Chief Deputy, Lieutenants, Sergeants, Office Coordinator, Assistant Jail Administrator, Food Service Supervisor, Detention Supervisors, Confidential Secretary, Medical Secretary, Registered Nurse, Health Services Manager, Telecommunications Operator, Sr. Telecommunications Operator, Lead Telecommunications Supervisors, Center Manger, Officer Manager, 911 Director and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act.

4. The affected job classifications and the number of employees involved in each classification are:

**JOB CLASSIFICATION:** Jail Secretary

**NUMBER OF EMPLOYEES:** Four (4)

**JOB CLASSIFICATION:** Office Clerk

**NUMBER OF EMPLOYEES:** Two (2)

5. Petitioner is seeking an amendment of unit for the following reason(s):

**Pottawattamie County Jail Secretaries and Office Clerks share a community of interest with the current bargaining unit of the Pottawattamie County Deputy Sheriffs Association in administration of public safety and criminal justice in Pottawattamie County, Iowa. The Jail Secretaries and Office Clerks operate in the same geographic location as the job classifications in the current bargaining unit. Accordingly, including the Jail Secretaries and Office Clerks in the Pottawattamie County Deputy Sheriffs Association will promote the efficient administration of government.**

6. Is the bargaining unit sought to be amended currently a public safety unit or non-public safety unit?

**Public Safety Unit.**

7. If the amendment sought by this petition is granted, will the current public safety/non-public safety status of the unit change?

**No.**

8. The name and address of the Public Employer is:

**Pottawattamie County  
227 S. 6<sup>th</sup> Street  
Council Bluffs, IA 51501  
(712) 328-5600**

9. The name, address, telephone number and email of the Public Employer's representative is:

**Jana Lemrick, Human Resources for Pottawattamie County  
227 S. 6<sup>th</sup> St.  
Council Bluffs, Iowa 51501  
(712) 328-4777  
[Jana.Lemrick@pottcounty-ia.gov](mailto:Jana.Lemrick@pottcounty-ia.gov)**

10. The name, address, telephone number and email of the Certified Employee Organization is:

**Pottawattamie County Deputy Sheriffs Association  
1400 Big Lake Road  
Council Bluffs, Iowa 51501  
Phone: (712) 890-2200  
Fax: (712) 890-2205**

11. The name, address, telephone number and email of the Certified Employee Organization's representative is:

**Brandon Ramsey, President  
1400 Big Lake Road  
Council Bluffs, Iowa 51501  
Phone: (712) 890-2200  
[bramsey@sheriff.pottcounty-ia.gov](mailto:bramsey@sheriff.pottcounty-ia.gov)**

12. The names and addresses of other organizations which may claim to represent employees in the proposed bargaining unit:

N/A.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

POTTAWATTAMIE COUNTY DEPUTY  
SHERIFFS ASSOCIATION, Petitioner,

By:

\_\_\_\_\_  
Ellen Geisler, #AT0014353  
LAMSON DUGAN & MURRAY, LLP  
10306 Regency Parkway Drive  
Omaha, NE 68114  
Tele: (402) 397-7300  
Fax: (402) 397-7824  
[egeisler@ldmlaw.com](mailto:egeisler@ldmlaw.com)

*ATTORNEYS FOR PETITIONER*

#752280v4

**STATE OF IOWA  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**

<p>IN THE MATTER OF:</p> <p>POTTAWATTAMIE COUNTY,</p> <p style="padding-left: 40px;">Public Employer,</p> <p>and</p> <p>POTTAWATTAMIE COUNTY DEPUTY SHERIFFS ASSOCIATION,</p> <p style="padding-left: 40px;">Certified Employee Organization.</p>	<p>CASE NO. _____</p> <p style="text-align: center;"><b>STIPULATION OF BARGAINING UNIT AS AMENDED</b></p>
---	---

Pursuant to a Petition for Amendment of Bargaining Unit filed by the Pottawattamie County Deputy Sheriffs Association and subject to approval of the Public Employment Relations Board, the undersigned parties agree that the following constitutes an appropriate bargaining unit for the purposes of collective bargaining within the meaning of Iowa Code Section 20.13.

- INCLUDED:**            **Criminal Records Technician, Civil Clerk, Crime Scene Technician, Court Security Deputy, Civil Deputy, Road Deputy Corporal, Jail Secretary, and Office Clerk**
- EXCLUDED:**           **Detention Officer, Cook, Service Helper, Commissary Clerk, Secretary, Receptionist, Sheriff, Jail Administrator, Chief Deputy, Lieutenants, Sergeants, Office Coordinator, Assistant Jail Administrator, Food Service Supervisor, Detention Supervisors, Confidential Secretary, Medical Secretary, Registered Nurse, Health Services Manager, Telecommunications Operator, Sr. Telecommunications Operator, Lead Telecommunications Supervisors, Center Manger, Officer Manager, 911 Director and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act.**

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

By: \_\_\_\_\_  
Signature of Representative Date

Tim Wichman, Chairman  
Pottawattamie County Board of Supervisors  
227 S. 6<sup>th</sup> St.  
Council Bluffs, Iowa 51501  
(712) 328-5644

Pottawattamie County Deputy Sheriffs Association  
1400 Big Lake Road  
Council Bluffs, Iowa 51501

By: \_\_\_\_\_  
Signature of Representative Date

Brandon Ramsey, President  
1400 Big Lake Road  
Council Bluffs, Iowa 51501  
Phone: (712) 890-2200  
[bramsey@sheriff.pottcounty-ia.gov](mailto:bramsey@sheriff.pottcounty-ia.gov)

**Prepared and Submitted By:**

Ellen Geisler, #AT0014353  
LAMSON DUGAN & MURRAY, LLP  
10306 Regency Parkway Drive  
Omaha, NE 68114  
Tele: (402) 397-7300  
Fax: (402) 397-7824  
[egeisler@ldmlaw.com](mailto:egeisler@ldmlaw.com)

*ATTORNEYS FOR POTTAWATTAMIE COUNTY  
DEPUTY SHERIFFS ASSOCIATION*