

Consent Agenda

February 7, 2023**MET IN REGULAR SESSION**

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

PLEDGE OF ALLEGIANCE**1. CONSENT AGENDA**

After discussion was held by the Board, a Motion was made by Miller, and seconded by Jorgensen, to approve:

- A. January 31, 2023, Minutes as read.
- B. Sheriff – Employment of Matthew Owens as a Road Deputy.
- C. Sheriff – Employment of Barbara Hilton as a Part-time Entry Security Personnel.
- D. January 2023 Vendor Publication Report.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Lynn Dittmer, Director of Redevelopment, 712 Initiative appeared before the Board to give an update on the 712 Initiative.

Discussion only. No action taken.

Motion by Wichman, second by Belt, to approve and authorize Chairman to sign amended Final Plat Schmidt's Creek Phase II.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Wichman, to approve and authorize Board to sign **Resolution No. 12-2023**, entitled: Resolution to amend the Secondary Roads County Five Year Program (CYFP). Said Resolution is set out as follows:

RESOLUTION TO REVISE THE 2023 COUNTY FIVE YEAR PROGRAM (CYFP)**RESOLUTION NO. 12-2023**

Whereas, unforeseen circumstances have arisen since adoption of the approved Secondary Road Construction Program (CYFP) and previous revisions requiring changes to the sequence, funding, and timing of the proposed work plan, and

Whereas, the Board of Supervisors of Pottawattamie County, Iowa, in accordance with Iowa Code Section 309.22 may initiate and recommend modifications per Iowa Code 309.23 and Iowa Department of Transportation Instructional Memorandum 2.050.

Therefore, be it resolved, the Board of Supervisors shall amend the County Five Year Program with the following changes:

Accomplishment Year:

TPMS No.	Project Location	Type of Work	Accomplishment Year (\$1000)
32553	On 390 th Street, S34 T76 R40	Bridge Replacement	220
52927	On 400 th Street, S11 T24 R40	Box Culvert	215
47271	240 th Street Paving	HMA Paving	1,000
52716	Dumfries Avenue Paving	HMA Paving	1,000
52963	On Beechnut Rd, S13 T74 R41	Bridge Replacement	260
51168	On Truman Ave, S14 T77 R38	Bridge Replacement	260

1st Priority Year:

Project No.	Project Location	Type of Work	Accomplishment Year (\$1000)
47266	Magnolia Road, 260 th E 1 Mile	Bridge/PCC Paving	5,500

Dated this 7th day of February 2023.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

Recommended: _____
Pottawattamie County Engineer

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

Motion by Belt, second by Miller, to approve and authorize Board to sign 28E Cooperative Agreement for participation in Rebuilding American Infrastructure and Sustainability and Equity (RAISE) Grant. UNANIMOUS VOTE. Motion Carried.

Jason Slack/Director, Buildings and Grounds appeared before the board to discuss the Courthouse Parking Lot Reconstruction Project Preliminary Option of cost; and on pay to park or free parking. Discussion only. No action taken.

3. OTHER BUSINESS

Motion by Belt, second by Jorgensen, to approve the pay for the Chair Lift Operator position to \$13- \$15 per hour. UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Wichman, to approve and authorize Board to sign Farm Lease with Hanson Brothers Land and Livestock LLC for property described as: Crescent TWP 22-76-44 G/L 1 W1/2 NW S of Ditch EXC RR UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Miller, to approve the following reappointment for the Conservation Board: Jerry Mathiasen. UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to approve the following appointment for the Conservation Board: Melissa Head as Ex-officio member. UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Miller, to approve the following applications made to the Assessor’s Office: Homestead (186 recommend allowed, 11 recommend disallowed), Military (21 recommend allowed, 2 recommend disallowed), Disabled Veteran Homestead (7 recommend allowed, 0 recommend disallowed), Family Farm (10 recommend allowed, 0 recommend disallowed). UNANIMOUS VOTE. Motion Carried.

4. COMMITTEE APPOINTMENTS

Board discussed Committee meetings from the past week. Discussion only. No action taken.

5. RECEIVED/FILED

A. Salary Action(s):

- 1) Conservation – Employment of Joel Carrillo as a Ski and Snowboard Instructor.
- 2) Conservation – Payroll status changes for Christopher Getsfred, Warren Summers, Elliot Coziahr, Howard Roorda, Samuel Raine, and Terry Friis.
- 3) Community Services -Payroll status change for Ashley Gray and Amy Jobe.

B. Report (s):

- 1) Recorder Fee Book for January 2023.

6. PUBLIC COMMENTS

No Public Comments.

7. CLOSED SESSIONS

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

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

Motion by Miller, second by Belt, to go out of Closed Session.

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

8. BUDGET STUDY SESSION

Mitch Kay/Director, Finance and Budget appeared before the Board for a Budget Study Session. Discussion only. No Action Taken.

9. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 3:50 P. M

Brian Shea, Chairman

ATTEST:

Melvyn Houser, County Auditor

APPROVED: February 14, 2023

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: January 25th, 2023

ESTABLISHMENT: **RENEWAL- PALACE EVENT CENTER 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.

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** _____

[Handwritten Signature] 2-1-23

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

FROM: Gina Hatcher

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

COMMENTS

Signature

AIS 2/28/23

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

FROM: Gina Hatcher

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

COMMENTS

Signature

Lea A. Voss

(App-154823)

License Application (LC0045321)

- **Applicant**

Name of Legal Entity : Palace Event Center, LLC

Name of Business(DBA) : Palace Event Center

Address of Premises : 33153 Highway 92

Premises Suite/Apt Number :

City : Treynor

County : Pottawattamie

Zip : 51575

Business : (402) 490-1875

Mailing Address: 33153 Highway 92

City : Treynor

State : Iowa

Zip : 51575

- **Contact Person**

Name : Craig Buckingham

Phone : (402) 250-7435

Email : cbuck62@wiaw.net

▪ **License Information**

License Number : LC0045321

License/Permit Type : Class C Retail Alcohol License

Term : 12 Month

Status : Active

Tentative Effective Date : 2022-04-04

Tentative Expiration Date : 2023-04-03

Sub-Permits : Class C Retail Alcohol License

Privileges : Sunday Sales

Last Day of Business :

▪ **Status of Business**

Business Type : Limited Liability Company

- **Ownership**

Penny Buckingham

City : Treynor

State : Iowa

Zip : 51575

Position : Owner

% of ownership : 50

U.S. Citizen : Yes

Craig Buckingham

City : Treynor

State : Iowa

Zip : 51575

Position : Owner

% of ownership : 50

U.S. Citizen : Yes

- **Insurance Company Information**

Insurance Company : Illinois Casualty Co

Policy Effective Date : 2022-04-04

Policy Expiration : 2023-04-03

Bond Effective :

Dram Cancel Date :

Outdoor Service Effective :

Outdoor Service Expiration :

Temp Transfer Effective Date :

Temp Transfer Expiration Date :

-

-

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

7441 10 100 009

--- Permanent Property Address ---	----- Mailing Address -----
BUCKINGHAM, CRAIG A	BUCKINGHAM, CRAIG A
33153 HWY 92	33153 HWY 92
TREYNOR, IA 51575	TREYNOR, IA 51575

District: 073 SILVER CREEK TWP/TREYNOR
District: 073 SILVER CREEK TWP/TREYNOR

=====
Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/744110100009>

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

SILVER CREEK TWP 10-74-41 PT N1/2 NW COMM 507.53'E 110.86'S OF NW COR OF SECT 10 TH SE58.10' NE251.86' SW232.31' SE115.03' SW73.09' SE300.36' SW144.62' SE138.73' E151.78' N120' E347.70' N219.34' NW194.64' SW145.42' NW264.15' SW31.48' NW98.99' NE228.69' NW9.52' NE66.50' SE151.62' NE300.79' SE943.84' NW219.02' SW642.78' NW934.03' TO POB (PARCEL 21048)

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

		Current Value			Total	Ag Acres	Class
2022	Agri. Land	Dwelling	Improvement				
Full Value	\$14,800	\$189,200	\$38,200	\$242,200	14.910	A/AD	
Exempt	\$0	\$0	\$0	\$0	0	A/AD	
Net Total	\$14,800	\$189,200	\$38,200	\$242,200	14.910	A/AD	

		Prior Year Value			Total	Ag Acres	Class
2021	Agri. Land	Dwelling	Improvement				
Full Value	\$14,800	\$189,200	\$38,200	\$242,200	14.910	A/AD	
Exempt	\$0	\$0	\$0	\$0	0	A/AD	
Net Total	\$14,800	\$189,200	\$38,200	\$242,200	14.910	A/AD	

=====
EXEMPTIONS/CREDITS APPLIED

2021 AGLAND
2021 FAMILYFARM
2021 HOMESTEAD
2022 HOMESTEAD

=====
OWNERS

* Book/Page LINKS TO RECORDER'S WEBPAGE
1 D BUCKINGHAM, CRAIG A book/page: [2022/15671](#) D

=====
SALES HISTORY

Sale Date	Amount	Code	Book/Page
11/16/2022	0	A17	2022/15671 multiple parcel sale
08/10/2021	0	D17	2021/12859

=====
ASSESSMENT DATA

PDF: 27 MAP: SILVER CREEK TWP

Date Reviewed: 11/15/18 LMR

LAND.....649478 sqFt 14.91 acres

Residence 1 of 1 -- Single-Family

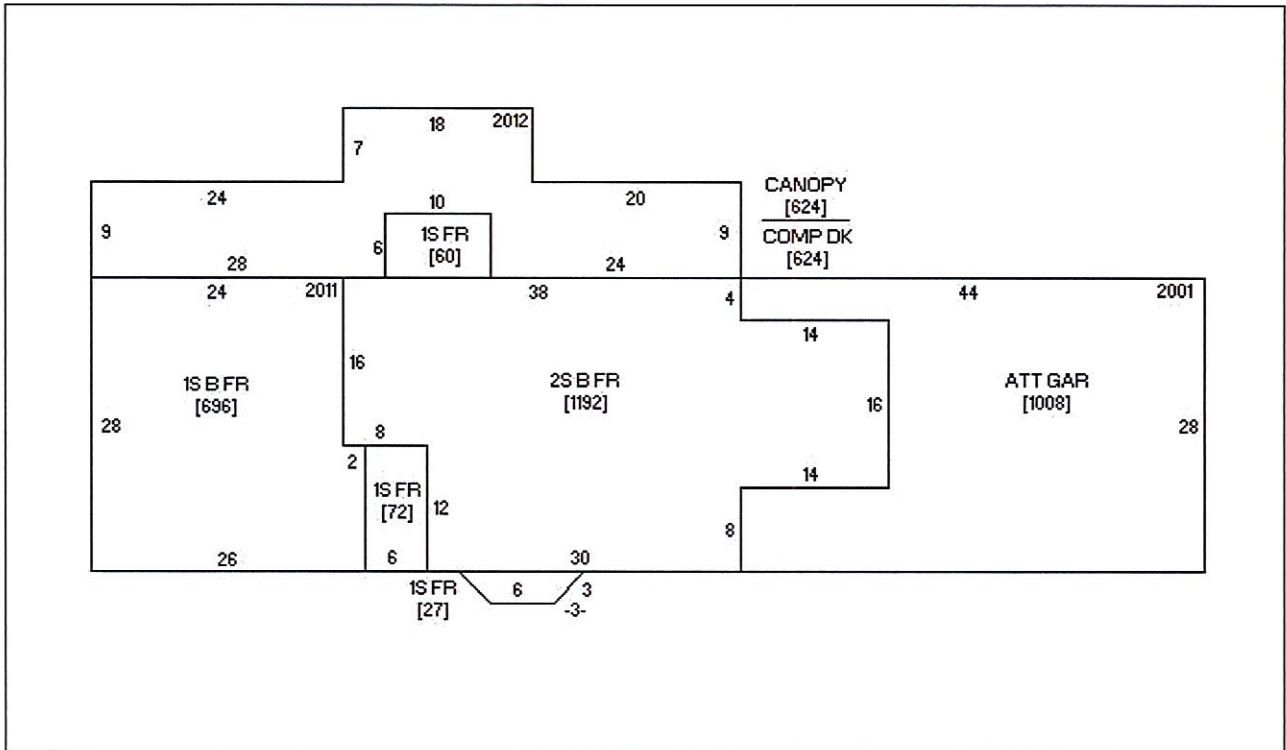
BUILDING.....2 Story Frame 10/0 Rooms Above/Below 4/0 Bedrooms Above/Below 1192 SF Base AC
 Built:1919 Above Normal Bsmt: Full Bsmt Finish: None Attic Finish: None

FINISH.....Foundation: Brk Exterior: Fiber Cement Roof: Asph / Gable
 Interior: Plas / Panel Flooring: Carpet / Vinyl / Hdwd

ADDITIONS....Addition 1: 27 SF 1 Story Frame Built: 1919 AC Bsmt SF: 0
 Addition 2: 72 SF 1 Story Frame Built: 1919 AC Bsmt SF: 0
 Addition 3: 696 SF 1 Story Frame Built: 2011 AC Bsmt SF: 696
 Addition 4: 60 SF 1 Story Frame Built: 1919 AC Bsmt SF: 0

FIREPLACE.... 1 Gas/Elec-Side
 PLUMBING.....2 Full Bath 1 Shower Stall/Tub 1 Whirlpool Bathroom
 DECK/PATIOS..624 SF Vinyl/CompoDeck-Med
 624 SF Asph/Wd Roof OH-Med
 GARAGES(2)...1 Attached 1 Bsmt Stall
 Garage 1: 1008 SF Att Frame Built: 2001

##	Outbuilding Type / Description	Dimension	Cap/Area	Year
1	Bin - Steel Grain Storage/STL	27 x 18	8986 Bu	1980
2	Bin - Steel Grain Storage/STL	24 x 21	8230 Bu	1970
3	Bin - Steel Grain Storage/STL	42 x 28	34290 Bu	2010
4	Steel Utility Building/STL FR	60 x 100	6000 SF	2012
5	Bin - Steel Grain Storage/STL BIN	36 x 28	25193 Bu	2015



33153 HWY 92, BUCKINGHAM, CRAIG A



33153 HWY 92, BUCKINGHAM, CRAIG A, 1 11/14/2018

[Zoom Out](#) [Zoom In](#)



1200ft x 1200ft

[Click any parcel to go to its web page](#)

Spring 2022 aerial

See [more maps](#) at the [County GIS Department](#).

As of:

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

Scheduled Sessions

**Melvyn Houser/County Auditor and Matt
Wyant/Director, Planning and Development**

**Second Consideration of Ordinance No.
2023-01 entitled: An Ordinance to Adopt a
Code of Ordinances for Pottawattamie
County, Iowa; and to adopt Ordinance No.
2023-01 into law.**

RECORDER'S COVER SHEET

Prepared by:

Pottawattamie County Office of Planning and Development
223 South 6th Street, Suite 4
Council Bluffs, IA 51501-4245
(712) 328-5792

Return Document to:

Pottawattamie County Office of Planning and Development
223 South 6th Street, Suite 4
Council Bluffs, IA 51501-4245
(712) 328-5792

Document Title:

Pottawattamie County
Ordinance #2023-01

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2023-01**

AN ORDINANCE to adopt a Code of Ordinances for Pottawattamie County, Iowa.

WHEREAS, Section 331.302(10.a.), Code of Iowa, requires that the Board of Supervisors shall compile a Code of Ordinances at least once every five years;

WHEREAS, the Board of Supervisors has compiled a Code of Ordinances containing all County Ordinances in effect; and

WHEREAS, the Board of Supervisors has determined that said proposed Code should be adopted as the County Code of Pottawattamie County, Iowa.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA

SECTION 1- ADOPTION OF CODE: That the Ordinances of Pottawattamie County, Iowa, of a general and permanent nature as codified in the volume entitled "Pottawattamie County, Iowa, County Code", as compiled and edited, are ordained as general ordinances and are adopted as and shall constitute the County Code of Pottawattamie County, 2023, to be hereinafter referred to and cited as the "Pottawattamie County, Iowa, County Code (2023)".

SECTION 2 - CODIFICATION OF EXISTING ORDINANCES: That all existing County Ordinances, as amended, shall be codified or adopted as follows:

Ordinance #97-04	OSI Tax Exemption Ordinance
Ordinance #97-05	OSI TIF Ordinance
Ordinance #97-11	Schmitz Tax Exemption Ordinance
Ordinance #97-12	CBEC TIF Ordinance
Ordinance #99-06	Van Horn Tax Exemption Ordinance
Ordinance #99-15	OSI TIF Amendment #1
Ordinance #2000-02	Bent Tree TIF Ordinance
Ordinance #2008-08	Special Valuation of Wind Conversion Property
Ordinance#2017-05	Residency Requirement for Pott. Co. Sheriff' Office
Ordinance#2021-03	Industrial Park Urban Renewal TIF Ordinance
Ordinance#2021-05	Heartland Ridge Subdivision TIF Ordinance
Chapter 1.10	Code of Conduct
Chapter 1.20	Procurement Policy
Chapter 1.30	Accepting and Reporting of Gifts
Chapter 1.40	Local Option Sales and Service Tax
Chapter 1.45	Voting Precincts
Chapter 1.50	Schedule of Fees
Chapter 1.75	Violations and Penalties
Chapter 1.85	Tap-On Recovery Fees
Chapter 1.95	Tax Sale Certificate
Chapter 3.10	Drug Paraphernalia
Chapter 3.15	Civil Emergencies
Chapter 3.20	Conservation Board Lands Rules and Regulations
Chapter 3.30	Motor Vehicles
Chapter 3.40	Discharging Firearms within 1000' of School Property

Chapter 3.50	Animal Control
Chapter 3.55	Sexually Oriented Businesses
Chapter 3.60	High-Risk Sexual Conduct
Chapter 3.80	Disorderly House
Chapter 3.90	Jail Loitering
Chapter 4.10	Veteran’s Assistance Program
Chapter 5C	Requirements for Properly Plugging Abandoned Wells
Chapter 5.05	Sanitary Landfill and Waste Incinerator Siting
Chapter 5.10	Hazardous Substances
Chapter 5.25	Yard Waste Separation
Chapter 5.30	Floodplain Management
Chapter 5.40	Illegal Dumping
Chapter 5.50	Onsite Wastewater Treatment and Disposal Systems
Chapter 5.60	Private Water Wells
Chapter 7.05	Courthouse Parking
Chapter 7.10	Driving on Levees
Chapter 7.20	Road Classifications
Chapter 7.25	Jake Brake
Chapter 7.30	Uniform Rural Address System
Chapter 7.40	Entrance Permits
Chapter 7.50	Winter Parking Restrictions
Chapter 7.60	Secondary Roads Snow & Ice Clearance
Chapter 8	Zoning Ordinance
Chapter 9	Subdivision Ordinance
Chapter 10	Building Code
Chapter 11	Industrial Property Tax Value Added Exemption
Chapter 12	All-Terrain and Off-Road Vehicles

SECTION 3 - SEVERABILITY: That should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not effect that validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 4 - REPEAL OF CONFLICTING ORDINANCES: That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5 - EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED _____, 2023.

ROLL CALL VOTE

AYE	NAY	ABSTAIN	ABSENT
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Brian Shea, Chairman

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Tim Wichman

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Miller				

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Belt				

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Jorgensen				

Attest: _____
 Melvyn Houser, County Auditor
 Pottawattamie County, Iowa



NOTICE OF P.H. PUBLISHED: January 26, 2023
 PUBLIC HEARING: January 31, 2023
 FIRST CONSIDERATION: January 31, 2023
 SECOND CONSIDERATION: February 14, 2023
 THIRD CONSIDERATION: NA
 SUMMARY OF ORD. PUBLISH: February 23, 2023
 RECORD: February 24, 2023

**Matt Wyant/Director, Planning and
Development**

**Discussion and/or decision to approve and
authorize Chairman to sign HMGP
amendment.**



STATE OF IOWA

KIM REYNOLDS
GOVERNOR

ADAM GREGG
LT. GOVERNOR

**IOWA DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**
**JOHN BENSON, HOMELAND SECURITY ADVISOR
AND EMERGENCY MANAGEMENT DIRECTOR**

February 3, 2023

Pam Kalstrup
Planning and Development
Potawattamie County
227 South 6th Street
Council Bluffs, IA 51501-4269

SUBJECT: HMGP DR-4421-IA-0048
Pottawattamie Co Property Acquisition Management

Dear Pam Kalstrup,

Pottawattamie County has been granted an approval on the amendment request for a Scope of Work change. I have included one original grant amendment for review, approval and signature.

Please print, sign, and return the signed agreement amendment to our agency for execution. We will upload the fully executed amendment into EMGrantsPro for your access.

If you have any questions or need assistance, please do not hesitate to call me at 515-314-9692, or e-mail me at danielle.simmons@iowa.gov.

Sincerely,

Danielle
Simmons
Digitally signed
by Danielle
Simmons
Date: 2023.02.03
08:12:02 -06'00'

Danielle Simmons
Mitigation Finance Officer

Enclosure

Pam Kalstrup

From: Simmons, Danielle <danielle.simmons@iowa.gov>
Sent: Thursday, February 9, 2023 7:35 AM
To: Pam Kalstrup
Subject: Re: HMGP 4421 PW 48 Pottawattamie County Agreement Amendment #4 (SOW #5)

CAUTION External Message: Double check full sender address before you click links or open attachments. If you suspect a phishing attempt, contact the IT Dept.

Good Morning Pam,

The Agreement Amendment is for the HM4421 PW 48 Management Cost Project. Upon review of quarterly reports it was noticed that the initial Subaward Agreement issued in 2021 stated in paragraph one of the Scope of Work section on page 1 that the management costs were awarded in the amount of \$33,392.00. In actuality the management cost project should have been awarded in the amount of \$33,932.00. A difference of \$540.00.

In order to increase the Eligible Obligated/Federal Obligated in the amount of \$540.00 for the management cost project an agreement amendment needed to be issued with an adjustment to the original Subaward Agreement.

The management cost project will now have an Eligible Obligated/Federal Obligated amount of \$33,932.00 instead of \$33,392.00.

Let me know if you have any additional questions or concerns.

Have a great day,

Danielle

On Wed, Feb 8, 2023 at 3:59 PM Pam Kalstrup <pam.kalstrup@pottcounty-ia.gov> wrote:

Danielle,

I will have the BOS' Chairman sign at their next meeting. Will you please explain what the amendment was for?

Thank you,



Pam Kalstrup, CFM

Zoning and Land Use Coordinator

Planning and Development

Amendment Number Four

SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management

And

Pottawattamie County

SUBAWARD AGREEMENT NO: HMGP-DR-4421-0048

PROJECT TITLE: Pottawattamie County Property Acquisition

AMENDED FEDERAL FUNDS OBLIGATED AMOUNT: \$3,936,482.00

This is Amendment Number Four to the above-referenced Subaward Agreement (AGREEMENT) between Iowa Department of Homeland Security and Emergency Management (HSEMD) and Pottawattamie County (SUBRECIPIENT). The original AGREEMENT was executed on 04/07/2021.

Page 1 of 12, **Section I. SCOPE OF WORK**, paragraphs 1-3, of said AGREEMENT is amended to read:

This Subaward Agreement (AGREEMENT) is to provide the Pottawattamie County (SUBRECIPIENT) with federal assistance from the Hazard Mitigation Grant Program and applicable non-federal matching funds for the above referenced hazard mitigation grant. The total subaward is **\$5,237,332.00**.

Project Costs – The federal share shall not exceed **\$3,902,550.00** or **(75%)** of the actual allowable subaward costs, whichever is less. The state share shall not exceed **\$520,340.00** or **(10%)** of the actual allowable costs, whichever is less. The SUBRECIPIENT shall provide at least **\$780,510.00** or **(15%)** through local non-federal (cash and/or in-kind) sources for actual allowable subaward costs.

Management Costs – Management costs shall not exceed **\$33,932.00** or **5%** of the actual allowable project costs, whichever is less. Management costs are 100% federal and are not included in the project cost total or cost share calculation.

All other paragraphs in said AGREEMENT remain unchanged.

IN WITNESS WHEREOF, HSEMD, the SUBRECIPIENT, and the AUTHORIZED REPRESENTATIVE have executed this AGREEMENT by the signatures of authorized persons of the entities and on the date indicated below:

Iowa Department of Homeland Security and
Emergency Management:

Subrecipient: Pottawattamie County

Dennis Harper
Alternate GAR

Brian Shea
Chairman, Board of Supervisors

Date

Date

Authorized Representative (Optional)

Date

Exhibit B: Scope of Work

Amended Scope of Work

Approved Budget

Cost Category	Amount
Acquisition Costs for All Properties	\$4,840,000.00
HMGP Demolition	\$300,000.00
Legal, Closing, Permits and Fees	\$40,000.00
Pre-Award Appraisals	\$23,400.00
Total Project	\$5,203,400.00
Management Project	\$33,932.00
Total Award	\$5,237,332.00

Deb Masker / Southwest Iowa **Leadership Academy**

Presentation on Southwest Iowa Leadership Academy.

Lucy Hough/Prevention Coordinator, Iowa
State Extension and Outreach

Update on Speak Up Be Safe program.

**Cara Morgan/Executive Director, Golden
Hills**

**Presentation to update on activities and
request funds.**

Pottawattamie County Funding Request

Request Date 02/06/23

Board Meeting Date 02/14/23

Organization Name: Golden Hills RC&D

Are you a nonprofit organization (If yes, what type 501c3, I.E.)? Yes / 501c3 No

Are you a registered not-for-profit? Yes No

Organization Mailing Address: 712 Hwy 6 Oakland, IA

Program or Project Name: Pottawattamie County conservation, recreation, and rural support

Contact Person: Cara Morgan

Title: Executive Director

Telephone: 712-249-6024

E-Mail: cara.morgan@goldenhillsrcd.org

Dollar Amount Requested: \$15,000

County Fiscal Year 23/24

Total Program/Project Cost: _____

Will County funding be leveraged with matching funds from another source? Yes No

Summary of Funding Request and Project Goals and Objectives:

- 1) Form an advisory committee consisting of key stakeholders in the areas of water resources, land stewardship, arts and culture, outdoor recreation and tourism, and local foods.
- 2) Identify priority projects within the 5 key programs Golden Hills specializes in.
- 3) Advance these priority areas through targeted coordination and technical assistance, as well other services provided by the Golden Hills team.
- 4) Seek additional funding from other sources to advance these priority areas.

Describe the Public Purpose(s) and specifically identify the Economic Development that will be served by the funding:

With increased awareness of mental and physical well being many Americans are purchasing and consuming local foods, enjoying outdoor recreation, and returning to a more rural way of life. By focusing on these areas within Pottawattamie county Golden Hills is able to assist local stakeholders in serving the public and growing the economy. With a proven track record of assisting in areas such as the Parks to People program, local foods programs, and many others Golden Hills wishes to continue this focus.

Provide an Itemized Program/Project Budget Showing How the Funds will be expended:

\$11,440 = Staff time dedicated to coordinating projects & programs for Pottawattamie County
\$3,560 = Incidentals including mileage and printing costs for coordination of meetings

Attach additional pages if needed to fully answer any of the questions on this application

ASSURANCES FOR POTTAWATTAMIE COUNTY FUNDING

This signed page must accompany your funding request

The applicant hereby agrees and acknowledges that:

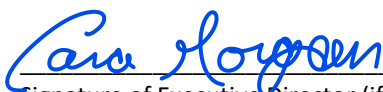
- 1) If awarded funds, the applicant will conduct operations in accordance with Title VI and the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended, which prohibits discrimination against any employee, applicant for employment, or any person participating in a sponsored program on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, or physical or mental disability, and require compensation for employment at no less than the minimum wage requirements and will provide safe and sanitary working conditions;
- 2) The applicant will expend funds received from Pottawattamie County solely for public purposes on the program or project described in the funding request;
- 3) All unexpended funds received pursuant to this request shall be returned to Pottawattamie County;
- 4) This funding request and assurances document has been approved by the legally authorized governing body of the applicant, if applicable;
- 5) The facts, figures, and information contained in this funding request, including all attachments, are true and correct;
- 6) Failure to comply with the rules of this program and this assurances agreement will result in the penalty of funding forfeiture and funds received during the applicable fiscal year shall be returned to Pottawattamie County;
- 7) At any time, the Board of Supervisors may require a representative from your organization to attend a public meeting to report progress toward completion of your program or project; and
- 8) Applicant will, upon request by Pottawattamie County, provide an accounting of all expenditures of Pottawattamie County funds and further provide any other documentation deemed necessary by Pottawattamie County to provide oversight for the funds. Failure to timely comply with requests from the County under this paragraph will result in suspension of funding.
- 9) Applicant acknowledges that other stipulations and conditions may be required by the Board of Supervisors before funding is awarded.

Golden Hills RC&D

Name of Organization

Signature of Board President

Date



2/6/2023

Signature of Executive Director (if applicable)

Date

Approved _____ Amount _____ BOS Chairman Signature _____



INVOICE

712 South Hwy. St.
Oakland, Iowa 51560
Phone 712.482.3029 Fax 712.482.5590

DATE: January 13, 2023
INVOICE # 101-22
FOR: *Loess Hills Missouri
river Region project*

Bill To:
Melvyn Houser, Auditor
Pottawattamie County Board of Supervisors
227 South 6th Street
Council Bluffs, IA 51501
712-328-5644

DESCRIPTION	AMOUNT
7-1-2022-6-30-23 Annual Support Pledge: <i>Loess Hills Missouri River Region Project</i> Year 2	\$ 15,000.00
TOTAL	\$ 15,000.00

Make all checks payable to **Golden Hills RC&D**
If you have any questions concerning this invoice, contact Mary Lou Goettsch marylou@goldenhillsrccd.org

THANK YOU FOR YOURSUPPORT!

Thomas Roberts/General Manager, Harrah's
and Brenda Mainwaring/President & CEO,
Iowa West Foundation

**Renewal of Iowa West Racing Association
between Iowa West Racing Association and
Harrah's Operating Agreement.**

Harrah's Casino and Hotel update for City Council Study Session

01/26/23



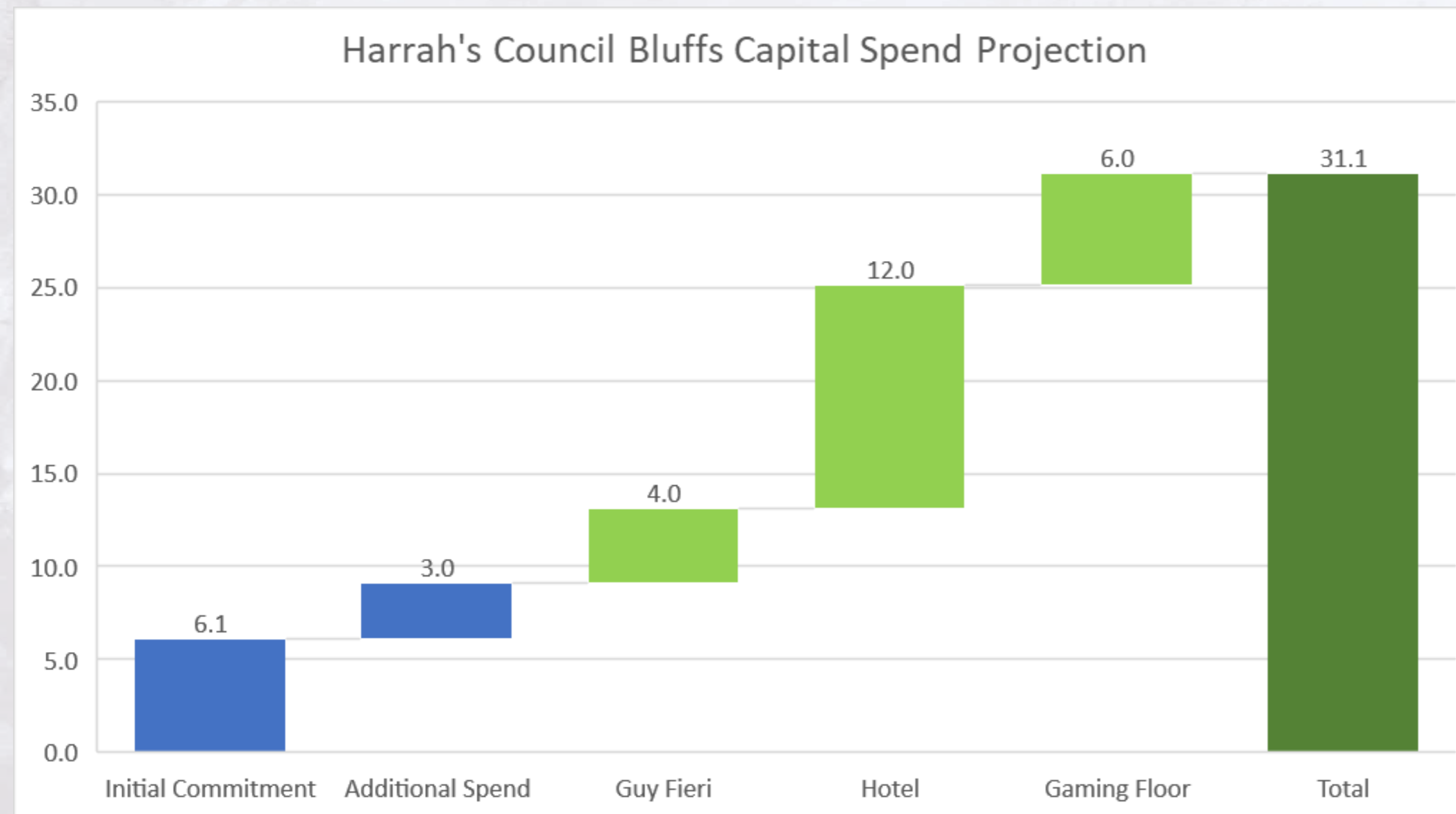
CAESARS
ENTERTAINMENT®

On behalf of Caesars Entertainment, and the ~360 of team members at Harrah's Council Bluffs, thank you for the opportunity to present today. Caesars is committed to maintaining first class operations and facilities at Harrah's Council Bluffs and improving the guest experience throughout the facility. We're excited to share our vision for the future of the property.

Commitment to Improving Guest Experience

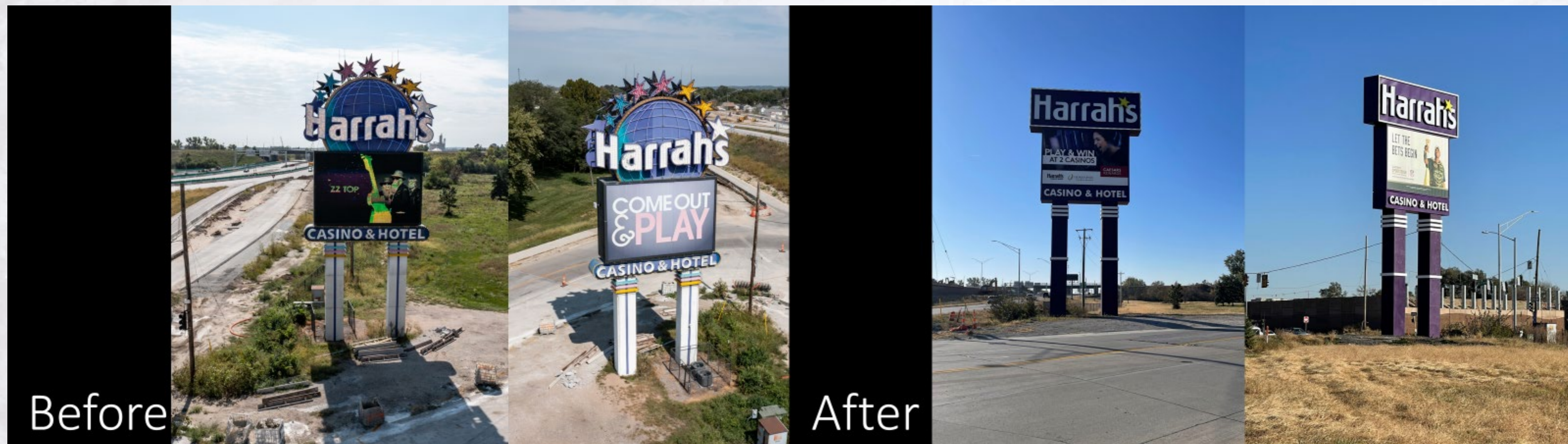
- Since Caesars Entertainment, Inc. acquired the property in July 2020, Caesars has invested continued, substantial capital to improve the property and address concerns inherited from prior management
- Representatives from Caesars met with the IRGC in July 2021 to discuss Caesars' capital investment plans in Harrah's Council Bluffs, which resulted in \$9M in capital investment in the property
- With our new agreement with Iowa West and approval from the IRGC Caesars presented incremental capital spend of \$22M

Commitment to Improving Guest Experience

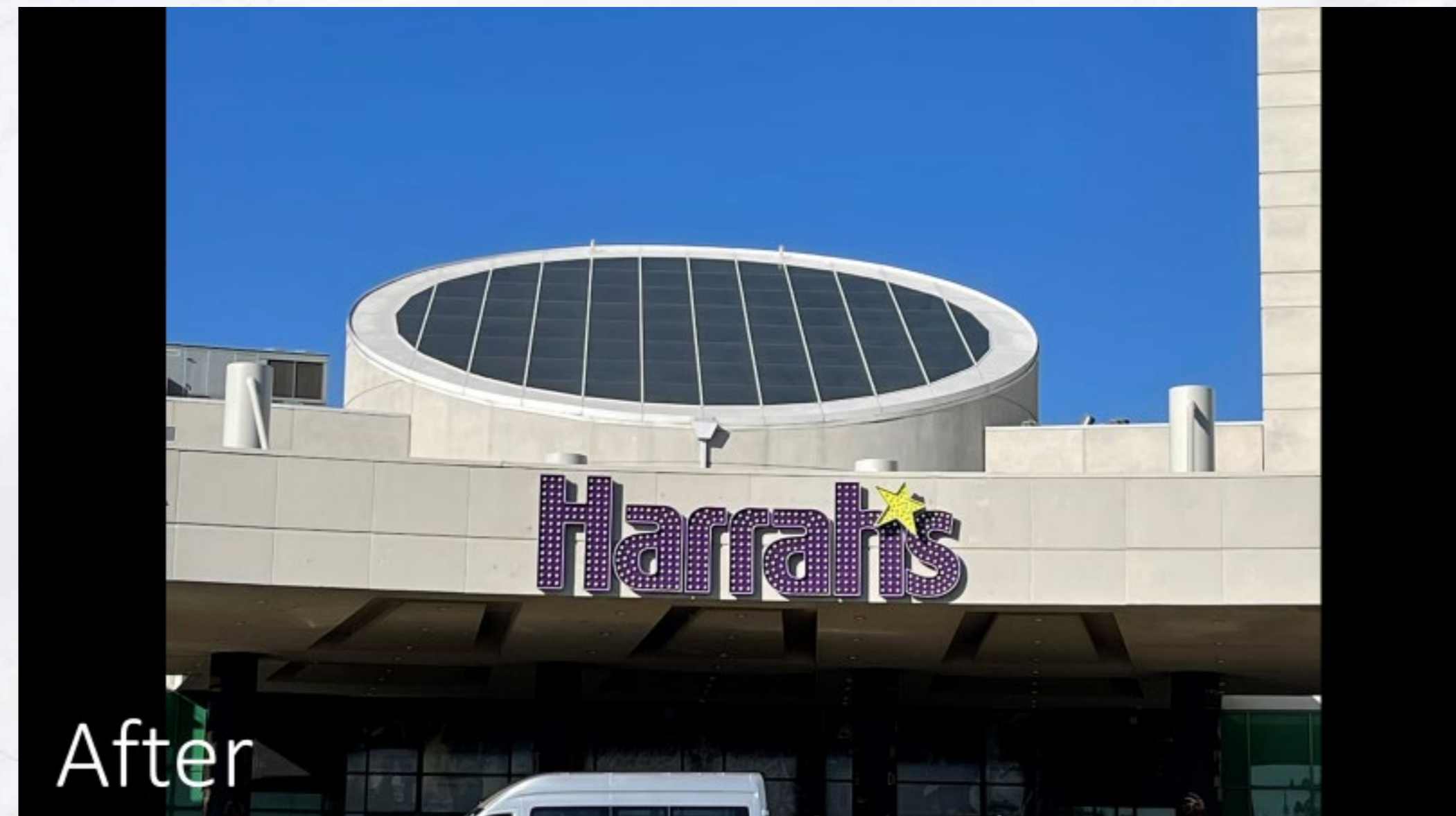


- \$6.1M initial commitment to IRGC
- \$3M of additional Capex spent since the July 2021 IRGC meeting
- \$5.7M of \$9.1M was spent on enhancing the Guest Experience
- \$4M Celebrity Chef Restaurant
- \$12M Hotel Renovation
- \$6M Gaming Floor Expansion with new dedicated sportsbook area

Commitment to Improving Guest Experience – Improved Sense of Arrival



Commitment to Improving Guest Experience – Improved Sense of Arrival



Commitment to Improving Guest Experience – Improved Sense of Arrival



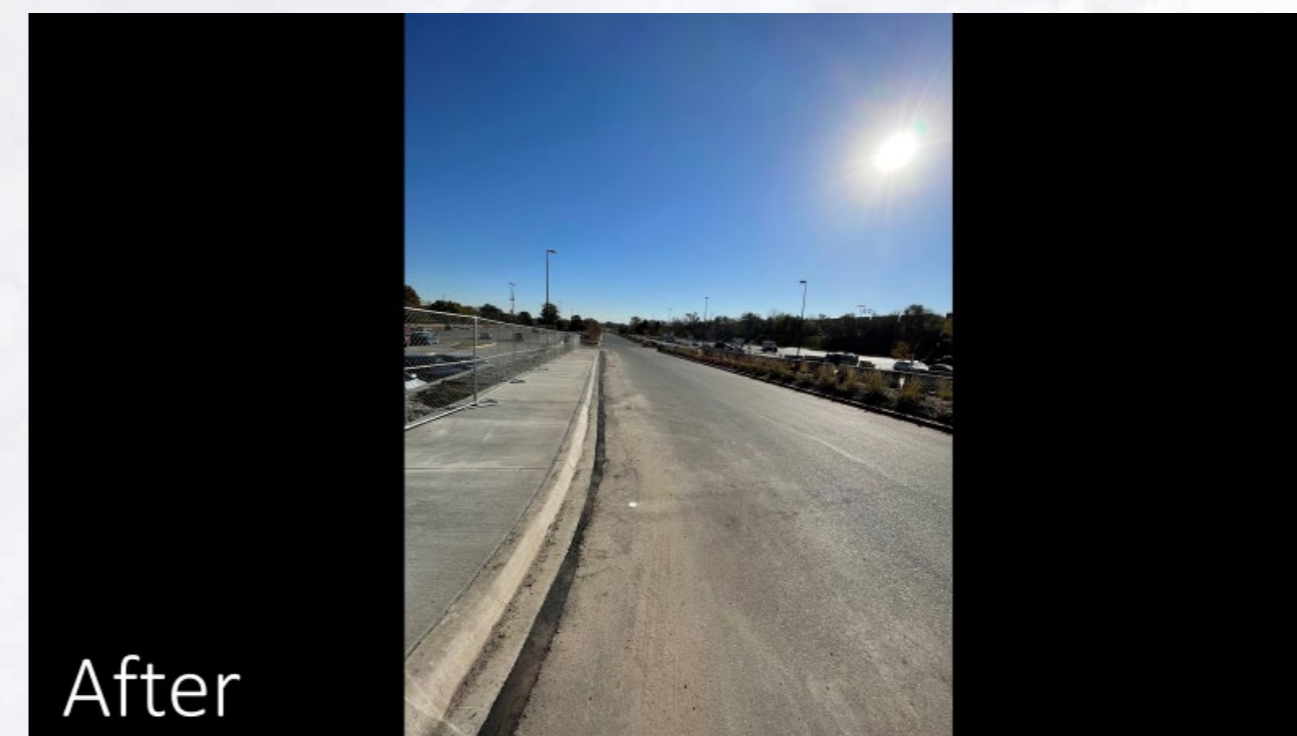
Before



Before



After



After

Commitment to Improving Guest Experience – Guy Fieri

- First and only celebrity chef branded restaurant at an Iowa casino
- Increased from \$1.5M to ~\$4.1M



Hotel Remodel - continued

- Design plans call for an overall investment of \$12M
- Bringing Caesars Entertainment's "Room of the Future" to Council Bluffs, providing updated hotel rooms, hallways and fitness center
- Design will kick off in Q1 2023, with construction expected to be completed in 2024



Additional Gaming Supply

- Allocating an additional \$6M of capital to deploy an incremental 200 slot
- We anticipate this remodel will commence in Q2 2023
- These new 200 slot machines will be a mixture of the most exciting games on the market
- Investment represents an 40% increase in overall gaming capacity in effort to provide additional gaming positions and grow overall GGR
- The new gaming space would add approximately 4,000 square feet of new gaming space, including a new Sports Book area. Once the design has been completed, we will submit the exact square footage.



Improved property will include amenities competitive with any in the state

- Guy Fieri Restaurant
- Stir Cove concert venue
- Land based facility
- Brand new, renovated hotel rooms and expanded gaming floor
- Non-smoking area available to customers
- 360 Steakhouse – Top 100 scenic restaurants in America
- Caesars Rewards and Integration with Caesars Digital

Harrah's Council Bluffs will be reinvigorated in the coming months

- Caesars expected to invest ~\$6.1M in capital through 2021 and 2022 to address inherited issues and provide new amenities for customers
- Caesars raised that amount to \$9M in 2022 and has committed to an additional \$22M in capital starting in 2023, starting with Guy Fieri Restaurant and Hotel Remodel, and expanded gaming floor with new sports book
- By expanding our gaming floor, improving our F&B outlets, reinvigorating our hotel and driving additional customers to Iowa through Stir Cove, we will position Harrah's Council Bluffs for continued long-term success



THANK YOU



CAESARS
ENTERTAINMENT®

**Brenda Mainwaring/President & CEO, Iowa
West Foundation**

**Presentation of Iowa's West's new strategic
plan.**

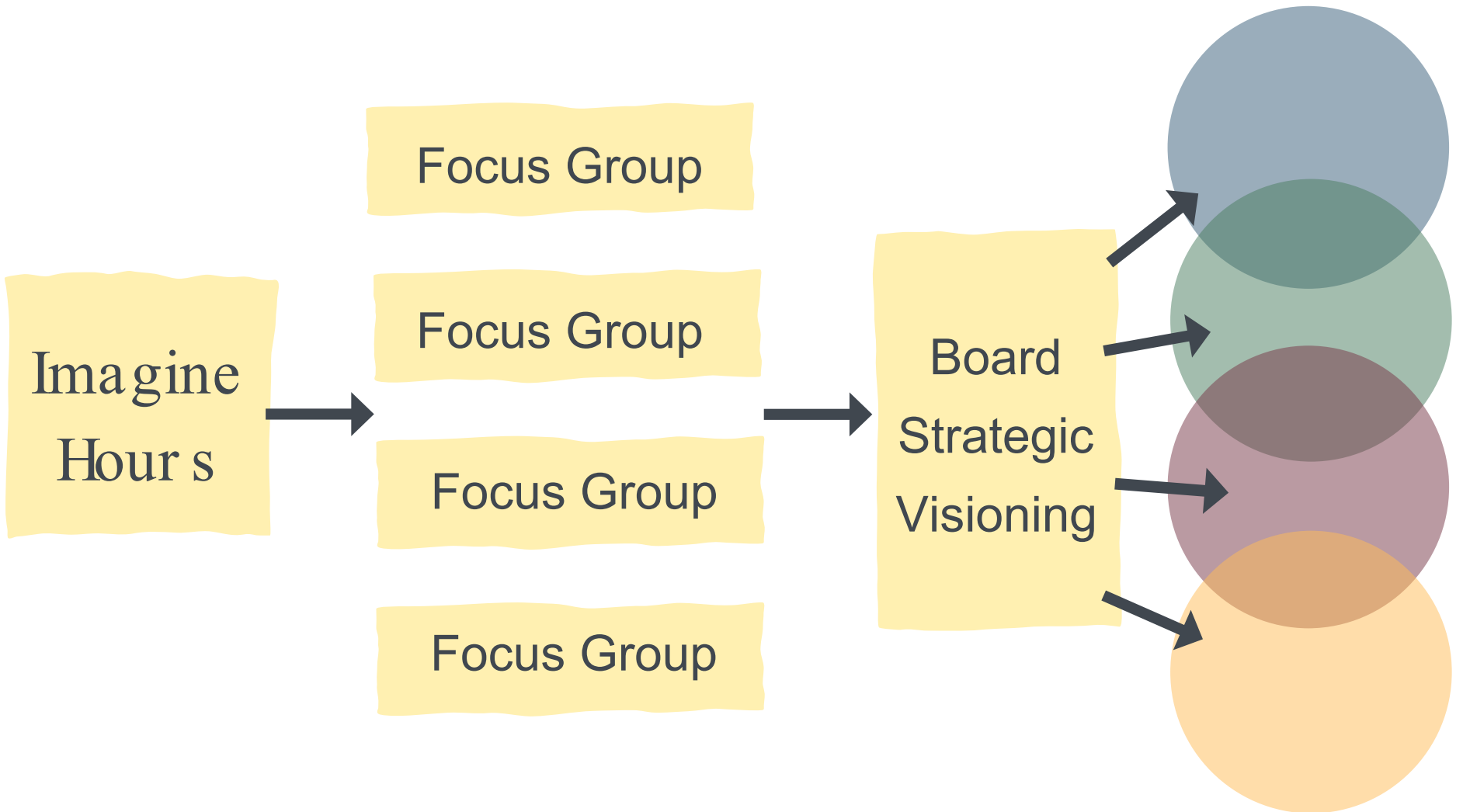
IMAGINE HOURS

WHAT'S NEXT?





From Ideas to Strategy





Before Imagine Hours

Placemaking

Education

Healthy
Families

Economic
Development

After Imagine Hours



Systems,
Not Silos



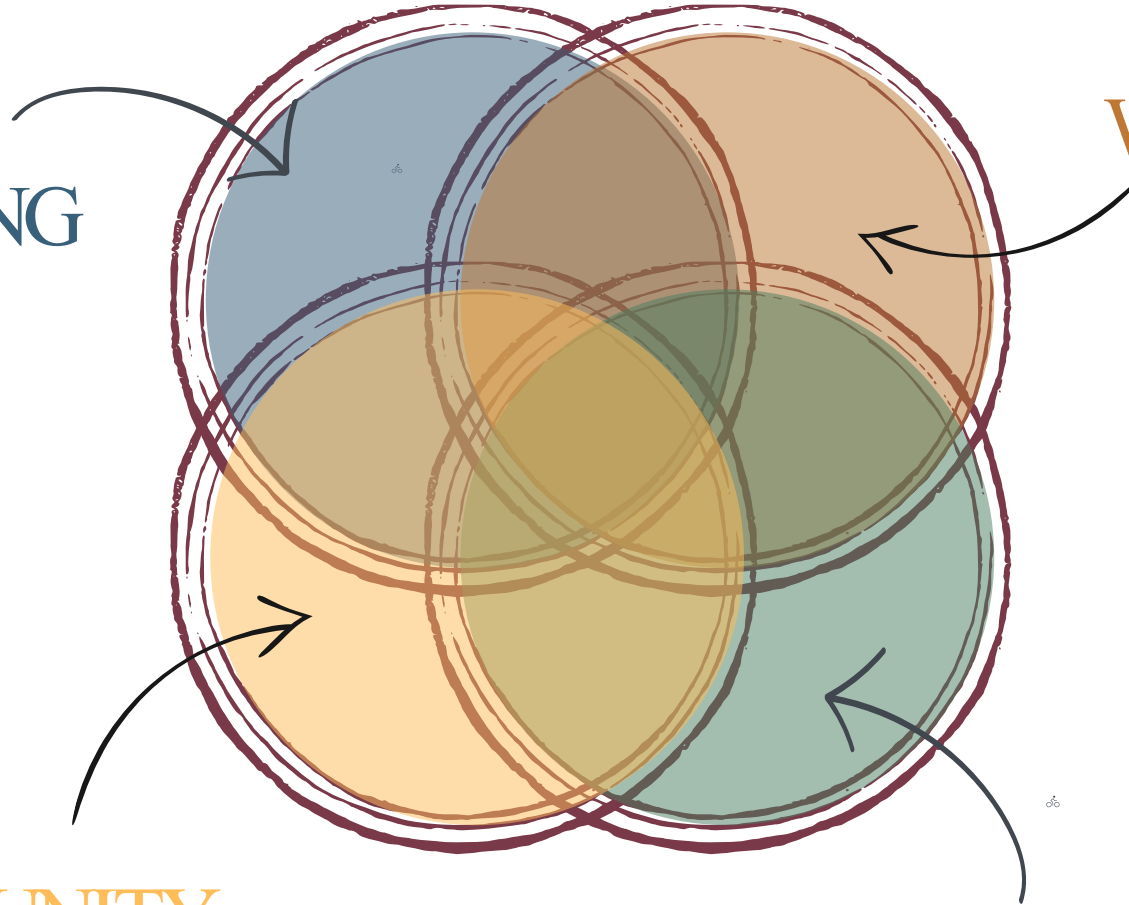
Outcomes That
Build Community



Coming Into Focus

BELONGING

WELLBEING



OPPORTUNITY

FINANCIAL STABILITY



The Iowa West Foundation
strives for **communities** where
families **love** to **live**
and businesses **thrive**.



What We Will Do

- Catalyze creativity and collaboration
- Empower partners for community success
- Foster leadership that reflects the community
- Support people-focused outcomes



Share a "must-have" for education, families, recreation or the economy.

More affordable housing

Share a must-have for education, families, recreation or the economy.

access to higher education for non-traditional students

Rebuild/Restore old home

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More opportunities for youth to engage in tech/trades earlier & through LC too.

COLLEGE PREP

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Focus on the trades

Being able to walk places



Outdoor interactive health trails

Focus on supporting continued education for the changing workforce



Q&A



Mitch Kay/Director, Budget and Finance

**Discussion and/or decision to participate in
the new opioid settlements.**

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Pottawattamie County, IA
Reference Number: CL-384101

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements (“*New National Opioid Settlements*”) have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** (“Settling Defendants”). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district (“subdivision”).

You are receiving this *Participation Package* because Iowa is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Amy Licht at the Iowa Attorney General's Office at amy.licht@ag.iowa.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes No

Governmental Entity: Pottawattamie County	State: IA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Pottawattamie County	State: IA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes No

Governmental Entity: Pottawattamie County	State: IA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

Governmental Entity: Pottawattamie County	State: IA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity: Pottawattamie County	State: IA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Other Business

**Discussion and/or decision to approve
Resolution No. 14-2023 to pursue disbanding
the 28E formed for workforce services.**

RESOLUTION NO. 14-2023

A RESOLUTION TO WITHDRAW FROM THE ARTICLES OF AGREEMENT WHICH FORMED THE WORKFORCE DEVELOPMENT CHIEF ELECTED OFFICIAL CONSORTIUM FOR THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

WHEREAS, Pottawattamie County previously signed a resolution to approve the Articles of Agreement creating the Workforce Development Chief Elected Official Consortium (CEO) together with 17 other counties in western and southwestern Iowa, known as the “Western Iowa Workforce Development Area” or WILWDA; and,

WHEREAS, this 28E Agreement was filed with the Iowa Secretary of State on July 7, 2020 and assigned filing number M512796; and,

WHEREAS, Article 13 of the Agreement allows counties, at their sole option, to withdraw from the Agreement at least 90 days prior to the beginning of the fiscal year (April 1 or any year); and,

WHEREAS, at their meeting on January 20, 2023, the CEO Board discussed the 28E Agreement, weighing the roles and responsibilities of counties as a result of the Agreement and impacts to services offered to their citizens both under the agreement and in absence of the Agreement; and,

WHEREAS, the CEO Board voted 11-0 at this meeting, after this discussion, to dissolve the 28E Agreement.

NOW, THEREFORE BE IT RESOLVED by the Pottawattamie County Board of Supervisors that:

1. It does hereby invoke Article 13 of the Articles of Agreement which formed the Workforce Development Chief Elected Official Consortium for the Workforce Innovation and Opportunity Act of 2014 and withdraws from the Agreement at the end of the day June 30, 2023.
2. It understands and is its intention withdrawal of the Agreement by all 18 counties will terminate the Agreement.

Passed and approved this 14th day of February 2023.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

Mark Shoemaker/Director, Conservation

Discussion and/or decision concerning Ex-officio Appointment to the Conservation Board.

Jason Slack/Director, Building and Grounds,
Gabe Erdei/ETI and Zach Wheat/HGM

**Discussion and/or decision on parking lot
regulations.**

Becky Lenihan/Finance and Tax Officer,
Auditor's Office

**Discussion and/or decision to set date and
time for Max Levy Hearing and approve
publication request.**

NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024
County Name: POTTAWATTAMIE COUNTY County Number: 78

The County Board of Supervisors will conduct a public hearing on the proposed Fiscal Year County budget as follows:

Meeting Date: Meeting Time: Meeting Location:
Contact Person: Contact Phone Number:

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Board will publish notice and hold a hearing on the proposed county budget.

County Website (if available)
<https://www.pottcounty-ia.gov/>

County Telephone Number
 (712) 328-5644

		Current Year Certified Property Tax FY 2022/2023	Budget Year Effective Property Tax FY 2023/2024	Budget Year Proposed Maximum Property Tax FY 2023/2024	Proposed Percentage Change
Taxable Valuations-General Services	1	5,779,077,898	5,886,276,171	5,886,276,171	
Requested Tax Dollars-General Basic	2	21,324,826		21,720,388	
Requested Tax Dollars-General Supplemental	3	18,979,098		19,331,149	
Requested Tax Dollars-General Services Total	4	40,303,924	40,303,924	41,051,537	1.85
Estimated Tax Rate-General Services	5	6.97411	6.84710	6.97411	
Taxable Valuations-Rural Services	6	1,964,697,328	2,041,927,124	2,041,927,124	
Requested Tax Dollars-Rural Basic	7	6,620,018		6,880,242	
Requested Tax Dollars-Rural Supplemental	8				
Requested Tax Dollars-Rural Services Total	9	6,620,018	6,620,018	6,880,242	3.93
Estimated Tax Rate-Rural Services	10	3.36948	3.24204	3.36948	

Explanation of increases in the budget:

Keeping levy rate the same. Increase due to growth in valuations.

If applicable, the above notice is also available online at:

<https://www.pottcounty-ia.gov/>

The above tax rates do not include county voted levies, mental health and disabilities services levy, debt service levy and the rates of other local jurisdictions.

Regarding proposed maximum dollars, the Board of Supervisors cannot adopt a higher tax asking for these levies following the public hearing.

Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming year.

Committee Appointments

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

Received/Filed

Public Comments

Closed Session

BUDGET STUDY SESSIONS