

Consent Agenda

May 30, 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. May 23, 2023, Minutes as read.
- B. Amended Exhibit A of Forgivable Promissory Note Agreement between Pottawattamie County and the City of Underwood.
- C. Secondary Roads – Employment of Monte Isaacson as a Seasonal Mower.
- D. Communications – Employment of Tyler Wright as a Telecommunicator.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Cheri Dahlheim, Chief Investigator/Coordinator, Medical Examiner and Dr. Elliott appeared before the Board for an award from Iowa Donor Network.

Discussion only. No Action Taken.

Motion by Belt, second by Wichman, to approve Mick Gutttau appointment to the Veteran Affairs Commissioner.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Jorgensen, to approve funding request from Avoca Main Street for the amount of \$3,000 to be paid from gaming.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Miller, to approve Board to sign Memorandum of Understanding for Enhanced Security Services between Pottawattamie County and the Iowa Department of Management, Office of Chief Information Officer (OCIO) for Cybersecurity services and software.

UNANIMOUS VOTE. Motion Carried.

Motion by Miller, second by Belt, to approve tax delay pursuant to Iowa Code Section 427.9, for property located at 2643 Avenue L, Council Bluffs, Iowa.

UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

After discussion the Board postponed for one week the **Resolution No. 43-2023** a Resolution entitled: Resolution for Re-Appropriation between Departments awaiting more details from the State
Discussion only. No Action Taken.

Motion by Belt, second by Jorgensen, to approve and authorize Board to sign **Resolution No. 44-2023** a Resolution entitled: Resolution for Re-Appropriation between Departments. Said Resolution is set out as follows:

RESOLUTION NO. 44-2023

RESOLUTION FOR RE-APPROPRIATION BETWEEN DEPARTMENTS

WHEREAS, it is desired to re-appropriate money from Non-Department (Department 99) to Debt Service (Department 06); and

WHEREAS, said re-appropriation is in accordance with Section 331-434(6), Code of Iowa, and

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

SECTION 1: The sum of \$20,740 is ordered to be re-appropriated from Non-Department (Department 99) to Debt Service (Department 06), and

SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of

this operating re-appropriation.

Dated this 30th Day of May, 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Brian 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

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

After discussion the Board postponed for one week the Rural Transit System Joint Participation Agreement with SWIPCO; agreement was missing Exhibit A.
Discussion only. No Action Taken.

After discussion the Board indicated that with the Holiday being on Tuesday, July 4th no meeting will be held. Chairman will decide if the Board will meet later in the week if Department Heads have important items that can't wait.
Discussion only.

4. COMMITTEE APPOINTMENTS

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

5. RECEIVED/FILED

A. Salary Action(s):

- 1) Sherriff – Payroll status change for Anthony Kava, removed from received and filed was not included in Boards packet. Will be placed on June 6 Agenda.
- 2) Conservation – Payroll status change for Robert Hladik and Natalie Shaw.
- 3) Veteran Affairs – Payroll status change for Kara Behrens.

B. Out of State Travel Notification(s):

- 1) Sheriff – Out of State Travel for Dan Temeyer, Jim Doty, Tony Kava, and Ryan Avis.

6. PUBLIC COMMENTS

Shawna Anderson appeared before the Board to discuss more handicap spaces for the Public.

7. ADJOURN

Chairman Shea adjourned the meeting at 10:50 A.M.

Brian Shea, Chairman

ATTEST: _____
Melvyn Houser, County Auditor

APPROVED: June 6, 2023

PUBLISH: X

I, Melvyn Houser, Auditor of Pottawattamie County, verify the following to be a correct copy of all claims allowed by the Pottawattamie County Board of Supervisors for the month of May 2023.

Vendor Name	Payable Description	Total Payments
3RD DEGREE SCREENING INC	PROF SVC - HR	146.50
4IMPRINT INC	SUPPLIES - PUB HEALTH	755.09
A PLUS UNITED RADIATOR REPAIR	PROF SVC - B&G	165.00
ABBE CENTER FOR COMMUNITY MENTAL HEALTH	RCF - SWIA MHDS REGION	3,202.50
ABBIE ASHCRAFT	REIMB EXP - SWIA MHDS REGION	153.34
ACCURATE LAWN & IRRIGATION LLC	PROF SVC - B&G	1,582.00
ACME RESTORATIONS INC	PROF SVC - SHERIFF	92.28
ADAM KLEIN	REIMB EXP - IT	59.67
ADULT & PEDIATRIC UROLOGY PC	MED SVC - JAIL	103.00
ADVANCE SOUTHWEST IOWA CORPORATION	PROF SVC - PLANNING	3,397.50
AGRILAND FS INC	FUEL - CONSERVATION	5,193.48
AGRIVISION GROUP LLC	ROADS/PARTS	2,107.62
AIRGAS INC	ROADS/SUPPLIES	212.98
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	2,795.00
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	833.00
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	134.63
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	1,004.85
ALEGENT HEALTH PSYCHIATRIC ASSOCIATES	GRANT - SWIA MHDS REGION	63,858.00
ALERT LOGIC INC	PROF SVC - IT	500.00
ALL COPY PRODUCTS INC	PROF SVC - WIC	48.26
ALL FLAGS ETC II INC	SUPPLIES - SHERIFF	934.58
ALL MAKES OFFICE EQUIPMENT CO	EQUIP - GIS/NON DEPARTMENTAL	15,822.90
ALL STAR BRONZE	PROF SVC - B&G	2,049.95
AMAZON CAPITAL SERVICES INC	SUPPLIES - GIS	10,274.54
AMERICAN JAIL ASSOCIATION	MEMBERSHIP - JAIL	120.00
AMERICAN NATIONAL BANK	LIBRARY FEE - JAIL	421.00
AMERICAN NATIONAL BANK	MO BILL - JAIL	59,896.36
AMERITECH SOLUTIONS	SUPPLIES - WIC	238.92
ANDERSEN DOOR SERVICE INC	ROADS/REPAIR - LEWIS	280.00
ANDMARK HIDDEN BLUFFS APARTMENTS LLC	RENT ASSIST - GA	1,222.17
ANDREA C FREENY	TRANSCRIPT - CO ATTORNEY	7.50
ANTHONY KAVA	REIMB EXP - SHERIFF	351.00
ANTHONY LEICK	REIMB EXP - SHERIFF	190.61
ARAMARK UNIFORM & CAREER APAREL GROUP INC	SUPPLIES - JAIL	53,401.08
ARMAND ADVERTISING LLC	SUPPLIES - WIC	5,986.81
ARNOLD MOTOR SUPPLY	ROADS/PARTS	4.49
ARR ROOFING LLC	ROADS/REPAIR - CENTRAL	1,750.00
ASP ENTERPRISES INC	ROADS/SUPPLIES	379.80
AT&T MOBILITY LLC	MO BILL - EMA	379.55
AUSTIN KAY	MEETING - PLANNING	35.48
AVOCA BUILDING MATERIAL CENTER INC	SUPPLIES - CONSERVATION	6.99
AVOCA VETERINARY	PROF SVC - CONSERVATION	146.00
BARBARA CHENEY	REIMB EXP - SWIA MHDS REGION	199.78
BEEBE HERITAGE FARMS LLC	LANDSCAPING - WEST POTT SWCD	16,071.48
BENNETT REFRIGERATION INC	PROF SVC - JAIL	93,046.03
BILLS WATER CONDITIONING INC	MO BILL - JAIL	592.43
BILLYS INC	SUPPLIES - CONSERVATION	198.50
BISHOP BUSINESS EQUIPMENT COMPANY	SUPPLIES - JAIL	1,686.40
BLACK HILLS UTILITY HOLDING	MO BILL - JAIL	8,094.93
BLUFFS ELECTRIC INC	ROADS/REPAIR	9,160.00
BLUFFS PAVING & UTILITY COMPANY INC	PROF SVC - NON DEPARTMENTAL	294,979.17
BOB BARKER COMPANY INC	SUPPLIES - JAIL	8,287.20
BODE DUE INC	ROADS/TIRE REPAIR - 398	266.40
BOMGAARS SUPPLY INC	SUPPLIES - JAIL	5,322.61
BOO INC	PROF SVC - CONSERVATION	2,388.04
BP ENTERPRISES INC	PROF SVC - SHERIFF	538.32
BRANDON RAMSEY	REIMB EXP - SHERIFF	750.00
BRAVO COMPANY USA INC	SUPPLIES - SHERIFF	2,878.00
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	734.00
BRETT FRANKLIN COOK	PROF SVC - NON DEPARTMENTAL	71,250.00
BRETT LARSON	MEETING - PLANNING	73.58
BRETT WESSELS	REIMB EXP - CO ATTORNEY	820.00
BRIAN MILLER	REIMB EXP - SHERIFF	233.81
BRIAN LOOMIS	REIMB EXP - SHERIFF	48.14
BRIAN MCMILLIN	PROF SVC - IT	1,000.00
BRIAN REED	PROF SVC - CONSERVATION	75.00
BRUMLEY SUPPLIES LLC	ROADS/SUPPLIES - CENTRAL	7,211.56
BURGESS HEALTH CENTER	GRANT - SWIA MHDS REGION	8,750.00
BUSINESS CLEANING SOLUTIONS INC	PROF SVC - CONSERVATION	517.00
C & J INDUSTRIAL SUPPLY INC	PROF SVC - JAIL	244.50
CALHOUN COMMUNICATIONS INC	PROF SVC - COMMUNICATIONS	19,165.80
CAMCO INC	RENT ASSIST - GA	400.00
CAPITAL SANITARY SUPPLY CO INC	SUPPLIES - JAIL	1,627.64
CARLSON CRANE INSPECTIONS LLC	ROADS/REPAIR	1,675.65
CASCADE FIRE EQUIPMENT COMPANY	EQUIP - CONSERVATION	85.94
CASS COUNTY (IA)	MHA - SWIA MHDS REGION	4,576.09
CELLEBRITE INC	PROF SVC - SHERIFF	8,600.00
CEN PRO	SUPPLIES - BOARD	670.00
CENTURY LINK COMMUNICATIONS LLC	MO BILL - COMMUNICATIONS	30,168.58
CENTURYLINK INC	ROADS/UTILITIES	1,466.99

CHAD FREEBERG	REIMB EXP - SHERIFF	80.00
CHAMPLIN TIRE RECYCLING INC	PROF SVC - ENV HEALTH	1,183.49
CHI HEALTH FOUNDATION	GRANT - SWIA MHDS REGION	190,436.75
CHRISTOPHER JON ELLIOTT	MED SVC - MED EXAMINER	6,666.67
CHS INC	FUEL - EMA	484.11
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	1,242.46
CITY OF AVOCA	ROADS/UTILITIES	45.47
CITY OF AVOCA	CONTRIBUTION - BOARD	9,175.00
CITY OF CARSON	ROADS/UTILITIES	64.85
CITY OF CARTER LAKE	CITIES PROGRAM - BOARD	125,000.00
CITY OF CARTER LAKE PUBLIC LIBRARY	CONTRIBUTION - BOARD	1,246.00
CITY OF COUNCIL BLUFFS	CONTRIBUTION - BOARD	152,329.00
CITY OF HANCOCK	MO BILL - CONSERVATION	277.49
CITY OF LOGAN	RENT - WIC	200.00
CITY OF OAKLAND	MO BILL - ENV HEALTH	25.00
CITY OF OMAHA	SPONSORSHIP - BOARD	1,500.00
CITY OF ONAWA	RENT - WIC	240.00
CITY OF WALNUT	CONTRIBUTION - BOARD	4,101.00
CLAY COUNTY (KY)	SVC FEES - BOARD	60.00
COMMANDO LLC	PROF SVC - PUB HEALTH	4,000.00
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC	ROADS/TIRES - 453	1,707.95
COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST	PROF SVC - SHERIFF	24,000.00
CONCERNED INC	VOC/DAY - SWIA MHDS REGION	1,544.78
CONVERGEONE INC	PROF SVC - IT	35,926.21
CORNHUSKER INTERNATIONAL TRUCKS INC	ROADS/PARTS	66.16
CORPORATE TRANSLATION SERVICES INC	PROF SVC - PUB HEALTH	186.28
COTT SYSTEMS INC	PROF SVC - AUDITOR	300.00
COUNCIL BLUFFS WATER WORKS	MO BILL - JAIL	4,729.15
COUNCIL HITCH INC	SUPPLIES - SHERIFF	307.00
COUNTRY CARE CENTER CORPORATION	RCF - SWIA MHDS REGION	50,572.70
COX COMMUNICATIONS INC	MO BILL - VARIOUS	4,817.52
COX CONTRACTING CO INC	PROF SVC - PLANNING	2,000.00
CRAFTSMAN WINDOW COVERINGS	PROF SVC - B&G	6,476.00
CRAIG CARLSEN	REIMB EXP - HR/RISK	151.76
CREDIT BUREAU OF COUNCIL BLUFFS INC	PROF SVC - COMMUNICATIONS	76.50
CRYSTAL CLEAR WATER INC	MO BILL - RECORDER	43.75
CTM MEDIA GROUP INC	PROF SVC - BOARD	400.00
CUMMINS INC	ROADS/PARTS	750.00
CUTLER ONEILL INC	TRANSPORT - MED EXAMINER	3,250.00
DANELLE BRUCE	REIMB EXP - SWIA MHDS REGION	324.88
DAVES PLACE LLC	MED SVC - SWIA MHDS REGION	17,086.58
DAVID BUBOLTZ	WELL CLOSURE - ENV HEALTH	1,000.00
DAVID W COBERLY SR	PROF SVC - JAIL	542.25
DEBBIE SCHULER	REIMB EXP - SWIA MHDS REGION	163.49
DEBI REDMON	REIMB EXP - SWIA MHDS REGION	44.54
DELL MARKETING LP	EQUIP - JAIL	4,681.63
DENNIS SUPPLY COMPANY	SUPPLIES - COMMUNICATIONS	29.66
DENTAL SOLUTIONS INC	PROF SVC - JAIL	3,297.93
DESIREE DALE	REIMB EXP - COMMUNICATIONS	56.00
DIAMOND MOWERS LLC	ROADS/PARTS	2,882.66
DIAMOND OIL COMPANY	FUEL - CONSERVATION	2,536.39
DLR GROUP INC	PROF SVC - BOARD	6,362.54
DMC FLEET SERVICES	PROF SVC - SHERIFF	1,711.82
DOLORES SILKWORTH	MEETING - PLANNING	68.34
DONALD NIELSON	PUBLICATION - BOARD	300.36
DONALD NIELSON	PUBLICATION - BOARD	1,155.37
DONOVAN BRAND	MEETING - BOARD	160.00
DORSEY & WHITNEY LLP	PROF SVC - BOARD	1,665.00
DOUGLAS KELSEY JR	REIMB EXP - SHERIFF	77.04
DULTMEIER SALES LLC	SUPPLIES - CONSERVATION	17.48
DUSTIN PEREGRINE	REIMB EXP - IT	23.58
E & V FARMS CO	LANDSCAPING - WEST POTT SWCD	11,557.50
EBS c/o AMERICAN NATIONAL BANK	EBS RETIREES - JAIL	6,301.72
ECHO GROUP INC	SUPPLIES - CONSERVATION	4,339.07
ECHOSAT INC	ROADS/UTILITIES	224.75
ECKLES MEMORIAL LIBRARY	CONTRIBUTION - BOARD	6,695.00
EDWARDS CHEVROLET CADILLAC INC	ROADS/PARTS	194.63
EDWARDS MOTORSPORTS LLC	VEHICLE - B&G	43,118.96
ELECTION SYSTEMS & SOFTWARE LLC	SUPPLIES - AUDITOR	12,073.10
EMBRACE IOWA INC	MED SVC - SWIA MHDS REGION	1,941.50
ERIC HEMPEL	REIMB EXP - SHERIFF	530.55
ERIC SHEA	REIMB EXP - SHERIFF	108.10
EYMAN PLUMBING INC	PROF SVC - CONSERVATION	507.00
FARM SERVICE COOPERATIVE	ROADS/FUEL	63,762.38
FARMERS MUTUAL COOPERATIVE TELEPHONE COMPANY	ROADS/UTILITIES	611.01
FASTENAL COMPANY	SUPPLIES - JAIL	359.48
FIKES COMMERCIAL HYGIENE LLC	ROADS/UTILITIES - CENTRAL	429.27
FIREGUARD LLC	PROF SVC - B&G	2,158.00
FIRESPRING PRINT INC	PROF SVC - PUB HEALTH	606.66
FISHER BUILDING SERVICES INC	PROF SVC - B&G	830.00
FLORENCE CRITTENTON HOME OF SIOUX CITY	PROF SVC - DHS	2,757.14
FMTC SWT INC	ROADS/UTILITIES	122.45
FOCUS FAMILY OPTIONS & COMMUNITY SUPPORTS INC	SUPPORT SVC - SWIA MHDS REGION	432.00
FORESTRY SUPPLIERS INC	ROADS/SUPPLIES	263.75

FOX CREEK FUNDRAISING LLC	PROF SVC - PUB HEALTH	8,345.00
FOX DIRT LLC	PROF SVC - WEST POTT SWCD	2,025.00
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATIONS	259.90
GAIL WITT	LANDSCAPING - WEST POTT SWCD	648.00
GARREANS LAW LLC	LEGAL REP - BOARD	500.00
GENERAL FIRE AND SAFETY EQUIPMENT CO OF OMAHA	PROF SVC - CONSERVATION	756.00
GENIE SERVICES	PROF SVC - PUB HEALTH	165.00
GENUINE PARTS COMPANY INC	SUPPLIES - CONSERVATION	134.00
GOLDEN HILLS RESOURCE CONSERVATION AND DEVELOPMENT AREA	SPONSORSHIP - BOARD	4,000.00
GOPHER MATS LLC	ROADS/SUPPLIES	10,000.00
GOVCONNECTION INC	PROF SVC - IT	4,872.80
GOVERNMENT FORMS & SUPPLIES LLC	SUPPLIES - TREASURER	2,053.17
GRACE UNITED METHODIST CHURCH	RENT - WIC	80.00
GRAHAM TIRE CO OF LINCOLN LLC	PROF SVC - SHERIFF	688.00
GRAY MEDIA GROUP INC	PROF SVC - PUB HEALTH	13,500.00
GREAT AMERICA FINANCIAL SERVICES CORPORATION	PROF SVC - SWIA MHDS REGION	107.12
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	MO BILL - IT	1,797.69
GREAT PLAINS PEST SERVICES INC	PROF SVC - B&G	331.00
GREAT PLAINS UNIFORMS	PROF SVC - JAIL	3,513.83
GREGORY L DAVIS	MED SVC - JAIL	1,486.67
GRISWOLD COOPERATIVE TELEPHONE CO	ROADS/UTILITIES	35.76
GRP & ASSOCIATES INC	PROF SVC - JAIL	214.00
GUARDIANS OF NORTHEAST IOWA INC	PROF SVC - SWIA MHDS REGION	900.00
HADLEY MIKOVEC	REIMB EXP - SHERIFF	199.52
HAMANN TRUCKING LLC	ROADS/ROCK	58,762.46
HAMELE GROUP INC	ROADS/TOOLS	178.18
HARRISON COUNTY HOMEMAKERS	MED SVC - SWIA MHDS REGION	1,787.40
HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	539.70
HEARTLAND CO OP	FUEL - SHERIFF	1,197.80
HEARTLAND FAMILY SERVICE	GRANT - SWIA MHDS REGION	172,665.09
HEARTLAND HARNESS	ROADS/PARTS	161.64
HEARTLAND PHOTOS & DESIGN INC	PROF SVC - CONSERVATION	4,250.00
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES	8,878.00
HEATHER SHAFER	REIMB EXP - HR/RISK	71.79
HELGET INC	EQUIP RENTAL - JAIL	40.00
HELMER SCIENTIFIC LLC	EQUIP - PUB HEALTH	18,981.60
HENRY SCHEIN INC	SUPPLIES - JAIL	961.27
HGM ASSOCIATES INC	ROADS/ROC	28,688.67
HILDRETH LANDSCAPE INC	PROF SVC - CONSERVATION	3,800.00
HOLTZ SERVICE & SMALL ENGINE LLC	ROADS/REPAIR	414.12
HOME DEPOT USA INC	SUPPLIES - CONSERVATION	165.67
HOTSY EQUIPMENT CO	PROF SVC - JAIL	1,064.23
HS MEDICAL BILLING SERVICES INC	PROF SVC - PUB HEALTH	29.79
HY VEE INC	SUPPLIES - JAIL	116.89
IMMANUEL ELDERLY HOUSING III LLC	RENT ASSIST - GA	625.77
IMT INSURANCE COMPANY	BONDING - AUDITOR	100.00
INDOFF INCORPORATED	EQUIP - AUDITOR	8,562.19
INFOSAFE SHREDDING LLC	PROF SVC - DHS	618.00
INSIGHT PUBLIC SECTOR	LICENSE - HR	1,887.41
INTERSTATE POWERSYSTEMS INC	ROADS/SERVICE - 390	3,040.38
IOWA ASSOCIATION OF COUNTY COMMISSIONERS AND VETERAN SERVICE	MEMBERSHIP - VA	50.00
IOWA ASSOCIATION OF COUNTY CONSERVATION BOARDS	MEMBERSHIP - CONSERVATION	2,500.00
IOWA COMMUNITIES ASSURANCE POOL	INSURANCE - BOARD	1,516.00
IOWA COUNTIES INFORMATION TECHNOLOGY (ICIT)	TRAINING - SHERIFF	300.00
IOWA DEPARTMENT OF TRANSPORTATION	ROADS/MATERIALS	2,493.61
IOWA DEPT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT	DRAINAGE - C&R - PROF SVC	257,588.03
IOWA EMERGENCY MANAGEMENT ASSOCIATION	REGISTRATION - EMA	155.00
IOWA LAW ENFORCEMENT ACADEMY	TRAINING - SHERIFF	175.00
IOWA MUNICIPALITIES WORKERS COMPENSATION ASSOCIATION	WORK COMP - BOARD	58,266.00
IOWA PRISON INDUSTRIES	SUPPLIES - SHERIFF	523.64
IOWA STATE ASSOCIATION OF COUNTY AUDITORS	REGISTRATION - AUDITOR	225.00
IOWA WASTE SERVICES HOLDING INC	MO BILL - JAIL	3,335.15
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	3,404.29
IP PATHWAYS LLC	SUPPLIES - IT	2,316.78
IVAN DELGADO	MED SVC - JAIL	5,114.86
J & R DOOR CO	PROF SVC - JAIL	2,960.00
JACKSON SERVICES INC	PROF SVC - B&G	661.14
JAMES KOHL	RENT ASSIST - GA	475.00
JAMIE/AMY CASSON	PROF SVC - SHERIFF	1,721.54
JDW MIDWEST LLC	PROF SVC - PLANNING	860.00
JEBRO INCORPORATED	ROADS/MATERIALS	7,888.15
JEFFREY J BUCKINGHAM	WELL CLOSURE - ENV HEALTH	500.00
JEFFREY JORGENSEN	REIMB EXP - BOARD	319.86
JEFFREY W ANDERSEN	ROADS/TIRES - 391	985.07
JEFFS WASH & GLO	PROF SVC - SHERIFF	315.00
JENNIE EDMUNDSON MEMORIAL HOSPITAL FOUNDATION	GRANT - SWIA MHDS REGION	183,692.44
JENNIFER GERONIMO	REIMB EXP - SHERIFF	149.79
JENNIFER M MINCHEW	REIMB EXP - PUB HEALTH	35.25
JENNIFER POTMESIL	MEETING - BOARD	80.00
JEREDITH BRANDS LLC	MO BILL - B&G	26,056.98
JILL CHAPMAN	MEETING - PLANNING	120.74
JIM HAWK TRUCK TRAILERS INC	PROF SVC - NON DEPARTMENTAL	600.00
JODIE BECKMAN	REIMB EXP - AUDITOR	60.23
JOHN J FISCHER	LANDSCAPING - WEST POTT SWCD	1,207.00

JOHN RASMUSSEN	ROADS/REIMB	487.39
JOHN W GASPARINI INC	SUPPLIES - JAIL	3,975.00
JOHNSON CONTROLS INC	PROF SVC - B&G	2,243.20
JOHNSON DRYWALL CO INC	PROF SVC - B&G	9,150.00
JON THOMAS	MED SVC - JAIL	6,473.55
JONATHAN HILZ	REIMB EXP - SHERIFF	179.75
JONES AUTOMOTIVE INC	PROF SVC - SHERIFF	11,397.24
JOSHUA KIRLIN	REIMB EXP - SHERIFF	229.46
JOSHUA GANN	PROF SVC - CONSERVATION	300.00
JP BORING CO	PROF SVC - ENV HEALTH	7,612.80
JP LUMBER INC	SUPPLIES - CONSERVATION	1,552.11
JULIANNE PRUITT	SUPPORT SVC - SWIA MHDS REGION	1,275.00
JUSTICE CLEARINGHOUSE LLC	TRAINING - ANIMAL CONTROL	397.00
JUSTIN SCHULTZ	MEETING - PLANNING	59.18
KAMBY ENTERPRISES LLC	SUPPLIES - CONSERVATION	12.72
KAREN ANDERSON	MEETING - PLANNING	30.90
KARL CHEVROLET INC	ROADS/EQUIPMENT - 458	35,575.80
KBA INDUSTRIES	PROF SVC - NON DEPARTMENTAL	5,700.00
KELLY GREER	REIMB EXP - IT	20.24
KERRIE SNYDER	REIMB EXP - CO ATTORNEY	285.00
KIESLERS POLICE SUPPLY INC	SUPPLIES - SHERIFF	19,679.20
KIMARIE MAASSEN	REIMB EXP - SWIA MHDS REGION	132.31
KONE INC	PROF SVC - JAIL	327.74
KONEXUS INC	PROF SVC - COMMUNICATIONS	3,295.00
KRIS WOOD	REIMB EXP - WIC	88.00
KRISTINA M RICHEY	REIMB EXP - SWIA MHDS REGION	810.89
KRISTINE GARDNER	REIMB EXP - SWIA MHDS REGION	129.59
KRONOS SAASHR INC	PROF SVC - IT	1,038.00
L & M PHARMACY CARE LLC	MED SVC - SWIA MHDS REGION	8.00
LAACKE & JOYS COMPANY LLC	EQUIP - COMMUNICATIONS	9,954.12
LANG DIESEL INC	FUEL - JAIL	409.13
LANGUAGE LINE SERVICE INC	MO BILL - JAIL	327.98
LARSEN SUPPLY CO	SUPPLIES - B&G	1,527.85
LAWSON PRODUCTS INC	ROADS/SUPPLIES	475.87
LEA A VOSS	REIMB EXP - TREASURER	235.15
LEADS ONLINE LLC	PROF SVC - SHERIFF	4,151.00
LEE BHM CORP	PUBLICATION - BOARD	3,419.70
LEE VOLKENS	REIMB EXP - SHERIFF	21.19
LINN COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	30.00
LOCKTON COMPANIES	WELLNESS - BOARD	617.50
LORI A GRECKEL	TRANSCRIPT - CO ATTORNEY	17.00
LYMAN RICHEY CORPORATION	ROADS/MATERIALS	18,395.82
LYNN LEADERS	MEETING - PLANNING	149.67
MAC INVESTMENTS INC	RENT ASSIST - GA	400.00
MACKENZIE ENTERPRISES LLC	SUPPLIES - CONSERVATION	1,007.78
MAIL SERVICES LLC	PROF SVC - TREASURER	3,389.76
MARINA AMANI	PROF SVC - SHERIFF	1,130.00
MARK SHOEMAKER	REIMB EXP - CONSERVATION	86.38
MARNE & ELK HORN TELEPHONE COMPANY	MO BILL - COMMUNICATIONS	546.87
MARSHALL FUNERAL SERVICES INC	TRANSPORT - MED EXAMINER	885.00
MAURA GOALEY	LEGAL REP - BOARD	550.00
MCLAUGHLIN SEPTIC & PORTABLES	PROF SVC - CONSERVATION	1,531.04
MCMULLEN FORD INC	SUPPLIES - CONSERVATION	216.60
MECO-HENNE CONTRACTING INC	PROF SVC - SHERIFF	8,947.00
MEDELA LLC	SUPPLIES - WIC	1,815.05
MEDTOX LABORATORIES INC	MED SVC - PUB HEALTH	10.00
MENARDS INC	SUPPLIES - CONSERVATION	3,238.34
MICHAEL GENEREUX	MEETING - PLANNING	46.62
MICHAEL PETTIT	WELL CLOSURE - ENV HEALTH	1,000.00
MICHELLE CIESLUK	RENT ASSIST - GA	600.00
MICROFILM IMAGING SYSTEMS INC	PROF SVC - RECORDER	1,139.00
MIDAMERICAN ENERGY COMPANY	MO BILL - B&G	29,794.08
MIDLANDS HUMANE SOCIETY	CONTRACT - ANIMAL CONTROL	7,335.28
MIDWEST COMPLIANCE ASSOCIATES	PROF SVC - PUB HEALTH	68.75
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - B&G	554.10
MIDWEST SPECIAL SERVICES INC	TRANSPORT - JAIL	3,535.82
MIDWEST STORAGE SOLUTIONS INC	PROF SVC - JAIL	16,175.47
MIRANDA WACHTER	REIMB EXP - SWIA MHDS REGION	146.72
MITCHELL KAY	REIMB EXP - BOARD	256.56
MMB LLC	SUPPLIES - CONSERVATION	288.87
MMB LLC	ROADS/PARTS	1,484.71
MOLLY BROWN	REIMB EXP - SWIA MHDS REGION	155.89
MONONA COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	1,016.44
MONOPRICE INC	SUPPLIES - IT	502.49
MOTOROLA SOLUTIONS INC	PROF SVC - SHERIFF	8,648.40
MPE EQUIPMENT SERVICES INC	ROADS/REPAIR	3,588.96
MTS PARTNERS INC	SUPPLIES - JAIL	3,217.00
MUNICIPAL HOUSING AGENCY	RENT ASSIST - GA	329.00
MYRA NIXON	REIMB EXP - RECORDER	66.42
NAOMI FRIEND	SUPPLIES - CONSERVATION	263.25
NCH CORPORATION	PROF SVC - B&G	1,432.62
NEW CENTURY PHYSICIANS OF IOWA PC	MED SVC - JAIL	937.30
NEWMAN SIGNS INC	ROADS/MATERIALS	68.58
NINA HOANG	REIMB EXP - JAIL	288.88

NISHNA PRODUCTIONS INC	VOC/DAY HAB/SUP SVC - SWIA MHDS REGION	26,265.71
NISHNABOTNA VALLEY RURAL ELECTRIC COOPERATIVE	ROADS/UTILITIES	1,884.18
NMC GROUP INC	ROADS/MEW EQUIPMENT - 127	306,745.91
NORTHPOINTE INC	PROF SVC - JAIL	98,649.00
NSG LOGISTICS LLC	ROADS/MATERIALS	34,055.23
OLSON BROTHERS CONSTRUCTION CO	PROF SVC - JAIL	95,294.00
OMAHA COMPOUND COMPANY	SUPPLIES - B&G	4,165.97
OMAHA TRUCK CENTER COMPANY INC	ROADS/EQUIPMENT - 305	99,199.90
OMG MIDWEST INC	ROADS/MATERIALS	2,091.20
OMG MIDWEST INC	ROADS/MATERIALS	2,674.00
OMNI CENTRE LLC	RENT - WIC	3,966.00
OTIS ELEVATOR COMPANY	PROF SVC - B&G	3,436.17
OTOE COUNTY (NE)	SVC FEES - BOARD	6.00
OUTDOOR POWER GROUP INC	SUPPLIES - CONSERVATION	575.52
PARALLEL TECHNOLOGIES INC	PROF SVC - B&G	610.50
PATRICK RIGG	RENT ASSIST - GA	350.00
PENNIE SMITH	REIMB EXP - SHERIFF	38.43
PETERSON MORTUARY INC	MED SVC - MED EXAMINER	750.00
PHOENIX SUPPLY LLC	SUPPLIES - JAIL	256.00
PINE COUNTY (MN)	SVC FEES - BOARD	75.00
PLATTE RIVER DUST CONTROL INC	ROADS/SERVICES	9,149.40
POPCO INC	MO BILL - PLANNING	75.00
POS SUPPLY SOLUTIONS INC	SUPPLIES - SHERIFF	299.95
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	28E AGREEMENT - EMA	1,985,543.17
POTTAWATTAMIE COUNTY AUDITOR	QTRLY BILLING - SWIA MHDS REGION	538,404.37
POTTAWATTAMIE COUNTY CONSERVATION BOARD	PROCESSING FEES - CONSERVATION	12,177.57
POTTAWATTAMIE COUNTY EMERGENCY MGT AGENCY	911 CONTRIBUTION - BOARD	2,454,723.00
POTTAWATTAMIE COUNTY IT DEPARTMENT	REIMB LICENSE - SWIA MHDS REGION	519.76
POTTAWATTAMIE COUNTY SHERIFF	TRANSPORT - BOARD	6,497.90
POTTAWATTAMIE COUNTY TREASURER	PLATES - CO ATTORNEY	285.00
PPE INC	SUPPLIES - JAIL	3,380.00
PRAIRIE CONSTRUCTION COMPANY	ROADS/ROC	517,260.82
PRECISION MECHANICAL CONTRACTORS INC	PROF SVC - JAIL	5,897.00
PROVANTAGE LLC	EQUIP - SHERIFF	2,434.40
QUADIENT INC	POSTAGE - VARIOUS	5,355.69
QUADIENT LEASING USA INC	PROF SVC - BOARD	1,776.51
R & S WASTE DISPOSAL LLC	MO BILL - CONSERVATION	1,408.58
RAFAEL RODRIGUEZ	REIMB EXP - IT	31.44
RAY MARTIN COMPANY OF OMAHA	PROF SVC - JAIL	23,593.98
RDO TRUCK CENTER LLC	ROADS/PARTS	1,261.86
RED OAK WELDING SUPPLIES	ROADS/RENT	125.40
REGIONAL WATER INC	MO BILL - CONSERVATION	1,735.75
RELENTLESS LLC	TRAINING - SHERIFF	1,298.00
REPORTING SERVICES LLC	TRANSCRIPT - CO ATTORNEY	46.80
REX PHARMACY INF	MED SVC - SWIA MHDS REGION	56.80
REX WOODBURY	REIMB EXP - SHERIFF	34.79
RICHARD C ROSAS	PROF SVC - B&G	439.00
RICHARD HIATT	REIMB EXP - SHERIFF	123.61
ROBERT DALEY	RENT ASSIST - GA	400.00
ROGER BRANNAN	REIMB EXP - JAIL	103.25
ROGER CLAUSSEN	REIMB EXP - CONSERVATION	100.00
ROLANDS FUNERAL SERVICE INC	TRANSPORT - MED EXAMINER	724.00
ROLLFORM OF JAMESTOWN INC	SUPPLIES - JAIL	500.77
ROLLINGS FUNERAL SERVICE	TRANSPORT - MED EXAMINER	1,200.00
RONALD JAMES CISAR	PRESENTER - CONSERVATION	750.00
ROOTED MINDS LLC	PROF SVC - SWIA MHDS REGION	2,000.00
ROTARY INTERNATIONAL COUNCIL BLUFFS	DUES - BOARD	391.50
S & L SANITATION ENTERPRISES INC	MO BILL - CONSERVATION	198.00
S & S CASH REGISTER INC	PROF SVC - RECORDER	79.00
SAM ASHER COMPUTING SERVICES INC	MO BILL - IT	282.13
SANDAU BROTHERS SIGN COMPANY INC	PROF SVC - PUB HEALTH	2,472.54
SANOFI US SERVICES INC	SUPPLIES - PUB HEALTH	1,135.80
SCHILDBERG CONSTRUCTION COMPANY INC	ROADS/ROCK	266,207.71
SCOTT BELT	REIMB EXP - BOARD	124.02
SCOTT MORONEY	REIMB EXP - COMMUNICATIONS	176.20
SECURITY EQUIPMENT INC	PROF SVC - PUB HEALTH	210.00
SEIDL & SEIDL PLC	LEGAL REP - SWIA MHDS REGION	327.00
SELL LAW PLC	LEGAL REP - SWIA MHDS REGION	1,405.30
SHANNON HOLMAN	REIMB EXP - JAIL	224.99
SHARON L BEDSAUL	PROF SVC - CONSERVATION	15.00
SHAWNA HEDEGAARD	REIMB EXP - BOARD	84.41
SHELBY COUNTY (IA)	REIMB EXP - SWIA MHDS REGION	32.00
SHELBY COUNTY CHRIS A MYRTUE MEMORIAL HOSPITAL	GRANT - SWIA MHDS REGION	13,000.00
SHELLEY WELTER	REIMB EXP - SWIA MHDS REGION	663.52
SHIVE HATTERY INC	PROF SVC - CONSERVATION	4,900.00
SNYDER & ASSOCIATES INC	RAILROAD HWY TRL - NON DEPARTMENTAL	33,023.47
SORNSON AND SONS LLC	EQUIP - SHERIFF	11,536.00
SOUTHWEST IOWA FAMILIES INC	GRANT - SWIA MHDS REGION	8,751.00
SOUTHWEST IOWA MENTAL HEALTH CENTER	GRANT - SWIA MHDS REGION	3,299.92
SOUTHWEST IOWA PLANNING COUNCIL	TRANSPORT - SWIA MHDS REGION	1,583.00
SPEE DEE DELIVERY SERVICE INC	PROF SVC - DHS	251.42
ST LUKES HEALTH RESOURCES	ROADS/DRUG SCREENING	126.00
STANDARD AUTO SERVICE CORP	PROF SVC - SHERIFF	19.00
STAPLES CONTRACT AND COMMERCIAL INC	SUPPLIES - DHS	403.56

STAPLES INC	SUPPLIES - PUB HEALTH	1,032.47
STAPLES INC	SUPPLIES - WIC	656.45
STATE OF IOWA	MED SVC - MED EXAMINER	25,639.54
STATE OF IOWA SECRETARY OF STATE	PROF SVC - AUDITOR	4,015.65
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	618.00
STELLA HUERTER	MEETING - PLANNING	40.07
STERICYCLE INC	PROF SVC - WIC	131.38
SUSAN MILLER	REIMB EXP - BOARD	393.00
SUSANN CONLON	PROF SVC - CONSERVATION	280.00
SUZANNE WATSON	REIMB EXP - SWIA MHDS REGION	483.39
SYMBOLARTS LLC	SUPPLIES - SHERIFF	1,288.82
SYMPHONY DIAGNOSTIC SERVICES NO 1	MED SVC - JAIL	140.00
SYNCHRONY BANK	MO BILL - JAIL	2,656.50
T HALL ABC INC	SUPPLIES - B&G	76.80
TECHNOALPIN USA INC	EQUIP - CONSERVATION	118,824.80
TED COOPERATIVE	RENT - SWIA MHDS REGION	610.00
TENEX SOFTWARE SOLUTIONS INC	PROF SVC - AUDITOR	10,750.00
THE COMMUNITY SUPPORTS NETWORK INC	RENT - SWIA MHDS REGION	500.00
THE PRIDE GROUP INC	RCF - SWIA MHDS REGION	11,368.48
THE SHERWIN WILLIAMS COMPANY	SUPPLIES - B&G	139.11
THERMO KING CHRISTENSEN	ROADS/PARTS	709.68
THIELE GEOTECH INC	ROADS/HANCOCK	6,912.00
THINK SPACE IT	PROF SVC - IT	11,467.58
THRASHER INC	PROF SVC - CONSERVATION	2,337.90
TIARKS HOME LLC	LANDSCAPING - WEST POTT SWCD	3,130.50
TIMOTHY WICHMAN	REIMB EXP - BOARD	221.61
TINIK INC	ROADS/EQUIPMENT	3,188.52
TORYANN CROZIER	PROF SVC - CONSERVATION	490.00
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - SHERIFF	75.00
TREASURER OF STATE OF IOWA	MED SVC - SWIA MHDS REGION	24,796.18
TRISHA BERNHARDS	REIMB EXP - JAIL	416.27
TRITECH SOFTWARE SYSTEMS	PROF SVC - COMMUNICATIONS	4,712.00
TRIVIUM LIFE SERVICES	SUPPORT SVC - SWIA MHDS REGION	18,738.07
TW VENDING INC	SUPPLIES - JAIL	293.18
ULINE INC	SUPPLIES - SHERIFF	696.04
UMB BANK NA	BOND - DBT SVC	3,240,462.50
UNDERWOOD FARM SUPPLY LLC	SUPPLIES - CONSERVATION	1,183.93
UNITED SEEDS INC	ROADS/SUPPLIES	9,800.00
UNITED STATES CELLULAR CORPORATION	RENT - COMMUNICATIONS	629.84
UNITED STATES MARSHALS SERVICE - JPATS	TRANSPORT - JAIL	3,106.00
UNITED STATES POLICE CANINE ASSOCIATION INC	MEMBERSHIP - SHERIFF	300.00
US BANK NATIONAL ASSOCIATION	MO BILL - EMA	4,292.05
US BANK NATIONAL ASSOCIATION	MO BILL - VARIOUS	12,866.39
US POSTAL SERVICE (QUADIENT)	POSTAGE - TREASURER	12,000.00
VERIZON COMMUNICATIONS INC	MO BILL - SHERIFF	13,837.10
VISUAL EDGE INC	ROADS/SUPPLIES - CENTRAL	55.15
VOCATIONAL DEVELOPMENT CENTER INC	VOC/DAY - SWIA MHDS REGION	80,807.52
VOLANO SOFTWARE LLC	PROF SVC - CO ATTORNEY	37.00
VORTHMANN LEGACY FARMS LLC	LANDSCAPING - WEST POTT SWCD	13,763.93
W W GRAINGER INC	ROADS/SUPPLIES	162.96
WAHLTEK INC	PROF SVC - COMMUNICATIONS	55,772.00
WALDSTEIN HVAC LLC	PROF SVC - CONSERVATION	1,625.00
WAUBONSIE MENTAL HEALTH CENTER	CRISIS RESPONSE - SWIA MHDS REGION	9,569.60
WELLS FARGO FINANCIAL LEASING INC	PROF SVC - DHS	1,943.24
WESLEYHENDERSON	PROF SVC - BOARD	788.00
WEST CENTRAL COMMUNITY ACTION	RENT - WIC	955.00
WEST PUBLISHING CORPORATION	PROF SVC - CO ATTORNEY	4,882.00
WESTERN ENGINEERING COMPANY INC	SUPPLIES - B&G	933.75
WESTLAKE HARDWARE INC	SUPPLIES - CONSERVATION	143.68
WEX BANK	ROADS/FUEL	30,631.27
WHCC OF OMAHA INC	PROF SVC - CONSERVATION	797.89
WINDSTREAM HOLDINGS INC	MO BILL - COMMUNICATIONS	396.39
WOODBURY COUNTY (IA)	TRAINING - SHERIFF	450.00
WOODBURY PINES APARTMENTS LLC	RENT ASSIST - GA	132.00
WOODS TUCKER PLLC	DRAINAGE - PONY CREEK - PROF SVC	60.00
YANT TESTING SUPPLY & EQUIPMENT INC	ROADS/REPAIR - CENTRAL	650.00
YLONDA MAGUIRE	REIMB EXP - SWIA MHDS REGION	248.90
ZACHARIE NORMAN	REIMB EXP - SHERIFF	433.33
		<hr/>
		13,256,886.94

Fund Summary

Fund	Payment Amount
0001 - GENERAL BASIC FUND	1,151,817.07
0002 - GENERAL SUPPLEMENTAL FUND	2,317,429.79
0003 - GAMBLING RESOURCES FUND	15,122.30
0005 - WIC/FEDERAL FUNDING FUND	17,152.39
0007 - LOST CONSERVATION FUND	20,969.07
0011 - RURAL SERVICES BASIC FUND	209,754.50
0015 - CO ATTORNEY DRUG FORFEITURE FUND	100,000.00
0017 - CO ATTORNEY DEL FINE COLLECT FUN	5,501.17
0019 - PROPERTY ACQUISITION/IMPROVEMENT/MAINTENANC	125,187.34
0020 - SECONDARY ROADS FUND	1,033,627.56
0023 - REAP FUND	750.00
0024 - CO RECORDER'S RECORDS MGMT FUND	1,278.99

0027 - CO CONSERV LAND ACQ	4,480.32
0036 - LOST SOIL CONS WEST FUND	46,378.41
0042 - AMERICAN RESCUE PLAN ACT (ARPA)	125,000.00
0046 - WEST SWCD/POTT CO STRUCTURES FUN	2,025.00
0051 - VETERAN SERVICE OFFICE DONATIONS FUND	223.50
1620 - BOND SERIES 2020A CAPITAL FUND	1,722.70
1630 - BOND SERIES 2021A CAPITAL FUND	55,038.99
1640 - BOND SERIES 2021B CAPITAL FUND	5,403.88
1650 - BOND SERIES 2022 CAPITAL FUND	208,944.14
1700 - BIKE TRAIL FUND	328,002.64
1925 - 2020B ROADS CAPITAL PROJECT FUND	12,845.69
1935 - 2021C ROADS CAPITAL PROJECT FUND	511,327.13
2200 - BOND SERIES 2016A DEBT FUND	95,062.50
2210 - BOND SERIES 2018 DEBT FUND	713,200.00
2220 - BOND SERIES 2020A DEBT FUND	782,400.00
2225 - BOND SERIES 2020B (LOSST) DEBT FUND	198,300.00
2230 - BOND SERIES 2021A DEBT FUND	241,800.00
2235 - BOND SERIES 2021C (LOSST) DEBT FUND	341,300.00
2240 - BOND SERIES 2021B DEBT FUND	513,500.00
2250 - BOND SERIES 2022 DEBT FUND	354,900.00
4000 - EMER MANAGEMENT SERVICE FUND	1,989,549.81
4010 - E911 FUND	9,739.74
4155 - MHDS REGION FUND	1,459,504.28
6000 - DRAINAGE	257,648.03
	<u>13,256,886.94</u>

Scheduled Sessions

Jamie Watts/911 Dispatcher,
AFSCME Union President

**Discussion and/or decision on parking for 911
employees.**

Matt Wyant/Director, Planning and Development

**Discussion and/or decision to sign engagement letter
with David Levy for updating wind and solar codes for
Pottawattamie County.**

David C. Levy

1700 Farnam Street
Suite 1500
Omaha, NE 68102-2068
Tel: 402.344.0500
Fax: 402.344.0588
Direct: 402.636.8310
dlevy@bairdholm.com
www.bairdholm.com
Also admitted in California, Iowa and
Kansas

May 16, 2023

VIA ELECTRONIC MAIL

Pottawattamie County, Iowa
c/o Mr. Matthew Wyant
Planning Director
223 South Sixth Street
Council Bluffs, Iowa 51501

Re: Engagement for Legal Services

Dear Mr. Wyant:

We are pleased you have asked us to serve as legal counsel to Pottawattamie County, Iowa (the "Company"). In accordance with our standard procedures and ethical rules, this letter confirms the Company's engagement of this firm and, together with the enclosed *Standard Terms of Representation*, describes the basis on which we will provide legal services to the Company. Our goal is to ensure the services we provide are timely, professional and responsive to your needs, and that our fees are fair and reasonable. I am happy to discuss with you any of the matters in this letter or in the *Standard Terms of Representation*.

1. *Client; Scope of Representation.* The Company is engaging Baird Holm to advise and represent it in connection with updating its zoning ordinance for utility-scale wind energy generation facilities and developing and adopting a zoning ordinance for utility-scale solar energy generation facilities. Our engagement is limited to the matters described above, and does not include representation of the Company or its interests in any other matter unless otherwise mutually agreed in writing.

I will serve as your principal contact with the firm, and I will be primarily responsible for the firm's legal services to the Company. Other lawyers and legal assistants in the firm may perform portions of our work for the Company from time to time as necessary based on their special expertise in a given area and to provide services in the most efficient and timely manner.

2. *Fees and Expenses.* Our *Standard Terms of Representation* generally describe the basis for our legal fees, and the expense items for which we will charge in addition to legal fees. My current hourly billing rate is \$430. These rates are subject to change from time to time, and we typically adjust them annually effective July 1.

As with most legal matters, the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

3. *Conflicts.* You are aware that this firm has many other clients. It is possible that during the time we are your lawyers, you may enter into a dispute or a transaction with another one of our clients. By engaging us as your lawyers at this time, you agree that if this occurs, and if that dispute or transaction is not substantially related to the legal work we have done for you, we may represent the other client in that matter even if that representation is directly adverse to your interests, and you hereby waive the conflict of interest. We agree, however, that in representing the other client we would not use for that client's benefit any of your confidential information which we acquired in the course of representing you. We currently represent numerous developers of utility-scale projects, some of whom may be interested in Pottawattamie County. We have not worked with anyone in Pottawattamie County as of this writing, but it is possible a developer would seek to engage us after the County updates its wind energy zoning ordinance or adopts a solar zoning ordinance to assist them in permitting a project. We do not view any such work as a conflict as to Pottawattamie County and the zoning ordinance project, but disclose it here in the interest of transparency. By continuing with this engagement, you agree to this advance waiver and consent. If you do not agree, please notify us immediately.

Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions or comments about the contents of this letter or the enclosed *Standard Terms of Representation*, or if any concerns arise during the course of our representation.

Please sign and return a copy of this letter, confirming your agreement to these terms. To avoid any misunderstanding, we will not proceed with this engagement until we receive back a countersigned copy of this letter. Thank you.

The above Engagement for Legal Services letter and the *Standard Terms of Representation* are hereby agreed to and accepted:

Signed: _____

Title: _____

Date: _____

Very truly yours,

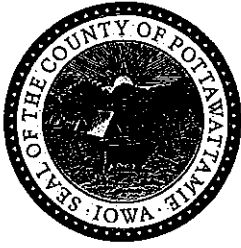


David C. Levy

Enclosure

Melvyn Houser, Auditor

**Discussion and/or decision to approve and authorize
Board to sign Resolution No. 45-2023 entitled:
RESOLUTION TO CALL SPECIAL ELECTION.**



Pottawattamie County Elections

June 5, 2023

Pottawattamie County Board of Supervisors
Attn: Brian Shea- Chairperson

Re: Election Date Approval

Mr Shea,

Per Iowa Code Section 47.6 paragraph 1.a.(2), I am writing to notify you that our office has approved the election date of **August 1, 2023** for the Board of Supervisors Redistricting Plan Special Election as called for by petition. Preparations have begun to administer this Special Election. Please review the following information about this election.

Poll Hours:

7:00 am to 8:00 pm

Poll Locations:

All 40 polling places for Pottawattamie County will be open.

Thank you

Melvyn Houser
Auditor

RESOLUTION NO. 45-2023

RESOLUTION TO CALL SPECIAL ELECTION:

WHEREAS, pursuant to 331.306, Code of Iowa, petitioners may request a special election by soliciting petitions containing signatures of eligible electors of the county equal to at least 10% of the votes cast in the county for president or governor at the last general election (unless the law governing the specific type of special election contain a different, requirement), that number being 2,909.

WHEREAS, pursuant to 331.306, Code of Iowa, a petition of eligible electors of Pottawattamie County, Iowa, requesting that an election be held to choose the method of selection of Board of Supervisors’ members was filed with the Pottawattamie County Auditor’s Office on May 31, 2023 and accepting for filing by the Pottawattamie County Board of Supervisors on June 6, 2023; and

WHEREAS, said petition contained the names of 3,976 eligible electors of Pottawattamie County, Iowa, which number is greater than ten percent of the votes cast in Pottawattamie County, Iowa, for the office of governor at the preceding election (2,909); and

WHEREAS, no written objections were filed to said petition within five working days after said petition was accepted for filing, and said petition is therefore deemed valid;

NOW, THEREFORE , BE IT AND IT IS HEREBY RESOLVED, by the Board of Supervisors, Pottawattamie County, Iowa, that pursuant to 331.207 and 331.306, Code of Iowa, the aforementioned petition is determined to be valid, and

BE IT FURTHER RESOLVED, that a special election is hereby called for August 1, 2023 to decide the plan under which the Board of Supervisors shall be chosen.

BE IT FURTHER RESOLVED, pursuant to Section 331.207(3) Code of Iowa, the Pottawattamie County Commissioner of Elections is hereby notified to submit to the registered voters of Pottawattamie County, Iowa at the next special election, August 1, 2023, the following proposition, stated in substantially the following manner:

The individual members of the Board of Supervisors in Pottawattamie County, Iowa, shall be elected:

- Plan “one”. At large and without district residence requirement for the members.
- Plan “two”. At large but with equal-population district residence requirements for the members.
- Plan “three”. From single-member equal-population districts in which the electors of each district shall elect one member who must reside in that district.

Dated at Council Bluffs, Pottawattamie County, Iowa, this 6th day of June, 2023.

POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS

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, Pottawattamie County Auditor

STATE OF IOWA)
) SS:
COUNTY OF POTTAWATTAMIE)

I, Melvyn Houser, Auditor of Pottawattamie County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing was duly adopted by a vote of _____ aye, _____ nay and _____ abstained from voting.

Melvyn Houser

Subscribed and sworn to before me by the aforesaid on the _____ day of _____, 2023.

NOTARY PUBLIC – State of Iowa

Other Business

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

Discussion and/or decision to Re-appropriate funds from Board of Supervisors (Department 01) to WIC (Department 48), and to sign Resolution No. 43-2023 regarding said re-appropriation.

RESOLUTION NO. 43-2023

RESOLUTION FOR RE-APPROPRIATION BETWEEN DEPARTMENTS

WHEREAS, it is desired to re-appropriate money from Board of Supervisors (Department 01) to WIC (Department 48); and

WHEREAS, said re-appropriation is in accordance with Section 331-434(6), Code of Iowa, and

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

SECTION 1: The sum of \$16,105 is ordered to be re-appropriated from Board of Supervisors (Department 01) to WIC (Department 48), and

SECTION 2: The Auditor is directed to correct his/her book accordingly and to notify the Treasurer of this operating re-appropriation.

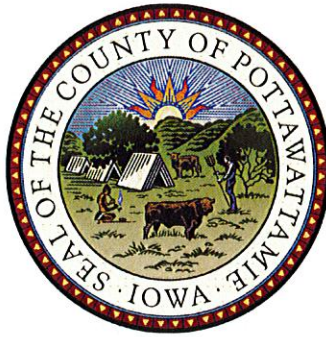
Dated this 6th Day of June, 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Brian 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

MELVYN J HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
P. O. BOX 649
COUNCIL BLUFFS, IOWA 51502-0649



Kristi Everett, First Deputy – Elections
Linda Swolley, First Deputy – Real Estate
Kristy Hassay, Second Deputy – Real Estate
Becky Lenihan, Finance & Tax Officer
Phone (712) 328-5700
FAX (712) 328-4740

May 24, 2023

To: Jeannette Johnson

The amounts we need for Resolutions to re-appropriate funds are as follows:

\$16,105 from 01 – Board of Supervisors to 48 – WIC

\$20,740 from 99 – Non-Department to 06 – Debt Service

Thank you~
Becky Lenihan
Finance and Tax Officer

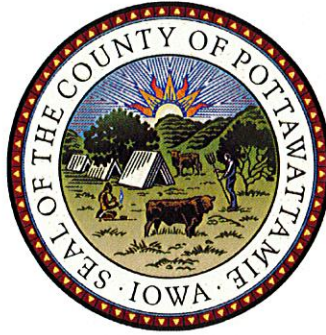
FY 2022-2023 Pottawattamie County Budget Appropriations

DEPT #	DEPARTMENT NAME	CERTIFIED BUDGET 03/29/22	ORIGINAL 7/1/2022	AMENDMENT 8/30/2022 Reso 57-2022	AMENDMENT 32/21/2023 Reso 15-2023	Re-Appropriate 5/30/2023 Reso - XX - 2023	Original Budget With Amendments	DEPT #
01	Board of Supervisors	25,669,398	25,669,398	5,806,000	210,000	-16,105	31,669,293	01
02	Auditor	1,716,270	1,716,270				1,716,270	02
03	Treasurer	1,882,864	1,882,864				1,882,864	03
04	Attorney	3,651,302	3,651,302	200,000			3,851,302	04
05	Sheriff	9,029,809	9,029,809				9,029,809	05
06	Debt Service/Supervisors	3,494,250	3,494,250			20,740	3,514,990	06
07	Recorder	870,685	870,685				870,685	07
12	Medical Examiner	439,793	439,793				439,793	12
20	Secondary Roads	19,339,270	19,339,270		675,000		20,014,270	20
21	Veteran Affairs	452,210	452,210	34,400			486,610	21
22	Conservation	3,057,593	3,057,593	832,850	82,300		3,972,743	22
23	Physical Health & Education	1,761,753	1,761,753	56,500	246,976		2,065,229	23
24	General Assistance	234,778	234,778				234,778	24
25	DHS	388,300	388,300				388,300	25
27	Animal Control	179,474	179,474				179,474	27
29	Corrections-Jail	15,156,229	15,156,229				15,156,229	29
37	Communications-911	3,991,210	3,991,210				3,991,210	37
38	Environmental Health	699,988	699,988				699,988	38
40	Unemployment--HR	0	0	40,000			40,000	40
48	WIC	662,424	662,424			16,105	678,529	48
50	Human Resources	608,212	608,212	8,000			616,212	50
51	Building and Grounds	1,468,464	1,468,464				1,468,464	51
52	Information Services	2,310,575	2,310,575	174,300			2,484,875	52
53	Planning & Development	725,862	725,862	300,000			1,025,862	53
54	GIS	433,989	433,989				433,989	54
57	Promise Partners	436,425	436,425				436,425	57
58	CD Treatment Services	4,000	4,000				4,000	58
60	Mental Health	2,036,165	2,036,165				2,036,165	60
99	Non Departmental	22,188,796	22,188,796	5,021,841	440,866	-20,740	27,630,763	99
TOTAL		122,890,088	122,890,088	12,473,891	1,655,142	0	137,019,121	

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

**Discussion and/or decision to approve and authorize
Board to sign Resolution No. 40-2023 entitled:
RESOLUTION for Transfer from Living Loess Group Fund
to County Conservation Land Acquisition Fund.**

MELVYN HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
227 S. 6th St, Room 243
P. O. BOX 649
COUNCIL BLUFFS, IOWA 51502-0649



Kristi Everett, First Deputy – Elections
Linda Swolley, First Deputy - Real Estate
Kristy Hassay, Second Deputy – Real Estate
Becky Lenihan, Finance & Tax Officer
Phone (712) 328-5700
FAX (712) 328-4740

May 23, 2023

RESO

To: Heather Ausdemore

RE: Transfer from Living Loess Group Fund to Co Conservation Land Acq Fund

As per board authorization of May 23, 2023, please transfer as follows:

\$ 503.51 **FROM:** 0025-99-0300-000-81400-000 (Living Loess Group Fund)
\$ 503.51 **TO:** 0027-0-99-0300-904000-000 (Co Conservation Land Acq Fund)

From Living Loess Group Fund to Co Conservation Land Acq Fund for remaining balance of fund to close out, no longer using.

Attached is a copy of authorization from the Pottawattamie County Board of Supervisors.

Thank you,
Becky Lenihan
Finance and Tax Officer

Discussion and/or decision to approve and authorize Chairman to sign Rural Transit System Joint Participation Agreement with SWIPCO; and approve funding request in the amount of \$6,000.

RURAL TRANSIT SYSTEM JOINT PARTICIPATION AGREEMENT

This AGREEMENT is made this _____ day of _____, 2023 by and between the Southwest Iowa Planning Council (hereinafter SWIPCO) with its office in Atlantic, Iowa and Pottawattamie County (hereinafter County).

WHEREAS, SWIPCO has been approved by County, a participant in Transit Region 13, to establish a regional transit system according to Iowa Administrative Code 761, Chapter 910, Public Transit Division; and

WHEREAS, County is desirous of operating a rural transit system for the general public, and has delegated its authority regarding actual operation of said system to SWIPCO.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree and contract as follows:

1. The purpose of this Agreement is to provide for the operation of a rural transit system for use by the general public within the designated geographical area with each party to this Agreement assuming their respective responsibilities determined by this Agreement.
2. This Agreement is subject to the conditions expressed in the annual agreement between SWIPCO and the Iowa Department of Transportation, Office of Public Transit, for the operation of a Regional Transit Authority with SWIPCO as Transit Director.
3. SWIPCO shall serve as Transit Director and shall have general authority and responsibility for operation of the rural transit system unless otherwise provided in this Agreement. Said responsibility and authority shall include, but not be limited to:
 - a. Operation of any vehicle under this program, including collection of the established fee per Rider for use of the vehicle.
 - b. Supervision of persons employed to operate any vehicle under this program.
 - c. Maintenance and insurance of any vehicle operated under this program.
 - d. Maintenance of the books and records regarding local operation of this rural transit system.
 - e. Establishment of the general operational budget on an annual basis.
4. County shall be a participant in the operation of this rural transit system under the general direction of SWIPCO as provided above, and shall:
 - a. Contribute **\$6,000.00** to the operation of this project, billable on July 1, 2023. In the event County contributes any motor vehicle, the County shall maintain title to said motor vehicle.
 - b. Provide for a member of the Transit Advisory Committee and may form a County Transit Advisory Committee, as needed.
5. All fees collected from the operation of this rural transit system shall be entered into the SWIPCO account and used for the operation of this program.
6. All users of this transit system shall pay an established fee in cash or check. Rules for the public use of the rural transit system shall be established by SWIPCO

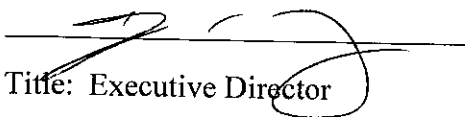
7. All parties to this Agreement shall fulfill their responsibilities and said service shall be administered in conformance with the goals and objectives of the regional and state transit plans. All parties shall cooperate in and operate services for the eight (8) counties of Transit Region 13, including operation of the integrated transit system described in Iowa Administrative Code 761, Chapter 910, "Public Transit Division."
8. SWIPCO shall have the power as Transit Director to withhold all funds from any other party to this Agreement when it is determined by SWIPCO or the Iowa Department of Transportation that said other party is in substantial noncompliance with the conditions of this Agreement. Or, at the election of SWIPCO, SWIPCO may terminate said Agreement upon thirty (30) days written notice to the party in substantial noncompliance.
9. This Agreement shall only be modified or amended by written agreement of all parties hereto; and this Agreement may be extended from year to year by the written agreement of the parties hereto, subject to review by the Iowa Department of Transportation.
10. Any other provision of the Agreement notwithstanding, this Agreement may be terminated upon thirty (30) days written notice of termination by the terminating party upon all other parties to the Agreement and all unused funds returned to participating parties upon termination.
11. It shall be a material and substantial condition of this Agreement that this Agreement shall be effective only as long as project funding is available from the Iowa Department of Transportation or such other funding sources as may be agreed upon between the parties of this Agreement as an amendment to this Agreement.
12. No member, officer, or employee of SWIPCO or of the County during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or proceeds thereof.
13. No party to this Agreement shall discriminate against any qualifying rider on the grounds of race, religion, sex, age, color, handicap, or national origin; and the parties to this Agreement shall, as applicable, be subject to the six (6) nondiscrimination clauses attached hereto as "Attachment A," by this reference incorporated herein and, as applicable, be observed.
14. This Agreement expresses the entire agreement between the parties hereto. No representatives, promises, or warranties have been made by any of the parties that are not fully expressed herein concerning this project.
15. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would otherwise conform to the terms and requirements of applicable law and the intentions of the parties.
16. All words used herein the singular form shall, as the context requires to achieve the intentions of this Agreement, extend to and include the plural. All words used herein the plural form shall, as the context requires to achieve the intentions of the Agreement, extend to and include the singular. All words used in any gender shall, as the context requires, extend to and include all genders.

This Agreement shall be effective from July 1, 2023, through and including June 30, 2024.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this ____ day of _____, 2023.

Southwest Iowa Planning Council

Pottawattamie County Board of Supervisors


Title: Executive Director

Title: Pottawattamie County Board Chair

ATTACHMENT A

Nondiscrimination Clauses

During the performance of the Agreement, SWIPCO for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Agreement will comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** SWIPCO, with regard to the work performed after award and prior to completion of the Agreement work, will not discriminate on the grounds of race, religion, sex, age, color, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. SWIPCO will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices on the grounds of race, religion, sex, age, color, handicap or national origin.
3. **Solicitations for Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by SWIPCO for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by SWIPCO of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, sex, age, color, handicap, or nation origin.
4. **Information and Reports:** SWIPCO will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Iowa Department of Transportation to be pertinent to ascertain compliance with Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, SWIPCO shall so certify to the Iowa Department of Transportation and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Iowa Department of Transportation shall impose sanctions as they may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the Agreement until the contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions:** SWIPCO will include the provision of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. SWIPCO will take such action with respect to any subcontract or procurement as the Iowa Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however that, in the event SWIPCO becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, SWIPCO may request the State to enter into such litigation to protect the interests of the State.

Jana Lemrick/Director, Human **Resources**

Discussion and/or decision to approve and authorize Board to sign “2023-2026 Union Contract between Pottawattamie County and Pottawattamie County Sheriff’s Deputies Association”.

AGREEMENT
BETWEEN
POTTAWATTAMIE COUNTY
AND
POTTAWATTAMIE COUNTY SHERIFF'S
DEPUTIES ASSOCIATION

July 1, 202~~3~~³

To

June 30, 202~~6~~⁶

Table of Contents

PREAMBLE	3
ARTICLE 1-RECOGNITION	3
ARTICLE 2-INTENT AND PURPOSE	4
ARTICLE 3-EQUAL OPPORTUNITY	5
ARTICLE 4-DEFINITIONS	6
ARTICLE 5-MANAGEMENT RIGHTS	8
ARTICLE 6-ASSOCIATION RIGHTS AND RESPONSIBILITIES	9
ARTICLE 7-WORK STOPPAGE	11
ARTICLE 8-HOURS OF WORK	12
ARTICLE 9-OVERTIME	14
ARTICLE 10-TRADE TIME	16
ARTICLE 11-HOLIDAY	17
ARTICLE 12-LEAVES OF ABSENCE	19
ARTICLE 13-VACATIONS	25
ARTICLE 14-GRIEVANCE PROCEDURE	27
ARTICLE 15-SENIORITY	29
ARTICLE 16-PROCEDURES FOR STAFF REDUCTION	31
ARTICLE 17-WORKING OUT OF CLASSIFICATION	32
ARTICLE 18-INSURANCE	33
ARTICLE 19-HEALTH AND SAFETY	36
ARTICLE 20-UNIFORMS	37
ARTICLE 21-WAGES	38
ARTICLE 22-GENERAL PROVISIONS	39
ARTICLE 23-JOB AND SHIFT BIDDING	40
ARTICLE 24-DISCIPLINE AND DISCHARGE	41
ARTICLE 25-CANINE PAY	47
ARTICLE 26-LIGHT DUTY	48
ARTICLE 27-LONGEVITY	49
ARTICLE 28-SHIFT DIFFERENTIAL	50
ARTICLE 29-EDUCATIONAL REIMBURSEMENT	51
ARTICLE 30-SECONDARY EMPLOYMENT	52
ARTICLE 31-INJURED ON DUTY POLICY	54
ARTICLE 32-ATTENDANCE	55
ARTICLE 33-OFF DUTY LAW ENFORCEMENT ACTIONS	59
ARTICLE 34-EFFECTIVE PERIOD	60

PREAMBLE

THIS AGREEMENT is executed by POTTAWATTAMIE COUNTY, IOWA, hereinafter called "Employer", and the POTTAWATTAMIE COUNTY DEPUTY SHERIFF ASSOCIATION hereinafter called "Association".

**ARTICLE 1
RECOGNITION**

The Employer recognizes the Association as the sole and exclusive bargaining representative for those employees of Pottawattamie County, Iowa in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5889, to wit:

INCLUDED: Office Clerk, Civil Clerk, Crime Scene Technician, Evidence Technician, Court Security Deputy, Civil Deputy, Road Deputy and Corporal.

EXCLUDED: Office Assistant, Sheriff, Chief Deputy, Lieutenants, Sergeants, Office Coordinator, and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act of 1974.

And include or excluding those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the Effective period of this Agreement.

ARTICLE 2
INTENT AND PURPOSE

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

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

ARTICLE 3
EQUAL OPPORTUNITY

The Employer and the Association agree to cooperate fully to assure that there will be no unlawful discrimination against any employee or person seeking employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or age and will afford equal opportunity in hiring the physically handicapped by using the Americans With Disabilities Act as its policy guide in adopting requirements of job positions to be filled.

ARTICLE 4
DEFINITIONS

Employees shall refer to all employees of the Sheriff's Office. Office shall mean the Sheriff's Office.

Employer shall refer to the Sheriff acting on behalf of Pottawattamie County and the Pottawattamie County Board of Supervisors.

Part-time employees and temporary employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as permanent employees and thereafter successfully complete the applicable introductory period.

Introductory Employees

- a. Deputy Sheriffs With regard to Deputy Sheriffs, per Iowa Code 341A.11, if the employee has successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall be for a period of up to nine months and shall commence with the date of initial appointment as a deputy sheriff. If the employee has not successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall commence with the date of initial employment as a deputy sheriff and shall continue for a period of up to nine months following the date of successful completion of training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy
- b. Other Employees With regard to all other employees, an introductory employee is an employee who has not successfully completed one (1) year of continuous service. During the introductory period, such employee may be removed or discharged by the Sheriff without cause.

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

Anniversary Date shall be the most recent date of hire with the Pottawattamie County Sheriff's Office.

Compensatory Time shall be an employee's chosen way for compensation of overtime worked in lieu of pay at the rate of one and one half (1 ½) times. Employees may choose to cash out forty (40) hours of their accumulated compensatory time one time per fiscal year by providing the employer written notification three weeks in advance of the requested payment.

A day is defined as eight (8) hours for non-continuous shift employees and twelve (12) hours for continuous shift employees.

Continuous shift shall be a work schedule that allows for twenty-four (24) hour coverage.

A spouse is defined as a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage.

A parent is defined as a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the employee when the employee was a child. This term does not include "parents-in-law".

A son or daughter is defined as a biological, adopted or foster child, a step child, a legal ward or a child of a person standing in loco parentis.

ARTICLE 5
MANAGEMENT RIGHTS

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Association recognizes the powers, duties and rights which belong solely and exclusively to the Employer, to-wit:

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

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

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

ARTICLE 6
ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

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

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

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

The Employer agrees to furnish and maintain bulletin boards or positions of bulletin boards, in convenient places, to be used by the Association. One (1) bulletin board shall be in the staff area for Road Deputies and one (1) in the staff area for Civil Deputies. The Association shall limit its posting of notices and bulletins to such bulletin boards and be responsible to

monitor posting to insure no derogatory material toward the County, Sheriff's Office or Employees is posted. Derogatory information shall include but not be limited to cartoons, caricatures, political comments, political advertisements and unsigned material. The Sheriff's Office reserves the right to recall any posted material it finds to be objectionable or inflammatory in nature.

The Employer may permit a limited amount of legitimate Association activity by local Association representatives, provided that such activity does not interfere with the performance of the job duties of any employee to be away from his/her assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. The names of such authorized representatives shall be supplied to the Employer in writing and updated as changes occur. The Sheriff's Office reserves the right to limit the number of employees involved and type of activity to be held.

ARTICLE 7
WORK STOPPAGE

The employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

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

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

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

In the event of a violation of any paragraph above, all legal censure of this act shall apply.

**ARTICLE 8
HOURS OF WORK**

This Article is intended to set forth the normal work week and work schedule, but shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

The normal work week for employees, other than employees working a continuous shift (Deputy and Corporals only), shall consist of forty (40) hours, Monday through Friday, and the normal work schedule shall be eight (8) hours. The scheduled hours of the Investigation Officer may vary from the normal work schedule, as required by the job, but shall consist of a forty (40) hour week.

The minimal work schedule for employees working a continuous shift shall commence on a date to be set by the Employer, and thereafter shall continue on the following schedule, to-wit:

- 1) Two (2) consecutive twelve (12) hour workdays, followed by two (2) consecutive days off, then three (3) consecutive twelve (12) hour workdays followed by two (2) consecutive days off, then two (2) consecutive twelve (12) hour workdays, followed by three (3) consecutive days off.
- 2) A repetition of the above schedule.
- 3) The first shift shall be from six (6) a.m. to six (6) p.m. while the second shift shall be from six (6) p.m. to six (6) a.m.
- 4) No employee shall be required or ordered to work beyond sixteen (16) hours in any shift.

The above schedule creates eighty-four (84) hours worked in a fourteen (14) day pay period. As a result, in every fourteen (14) day pay period, each employee shall be required to take four (4) hours of earned time off (ETO). The time off shall be in either two (2) or four (4) hour blocks and shall be scheduled by the employer. ETO shall be utilized before any paid leave is granted with the exception of holiday leave.

If for any reason, the employee is unable to take the full four (4) hours off during a fourteen (14) day pay period, the employee shall be compensated in accordance with Article 9, Overtime.

Employees shall receive, when possible, a thirty (30) minute lunch period scheduled by the Employer as nearly as possible at or near the middle of their scheduled workday. This thirty (30) minute period shall be a paid lunch period for continuous shift employees.

Employees shall receive, when possible, a fifteen (15) minute break at or near the middle of the first and last half of their scheduled workday.

Employees may combine the paid lunch break and the two (2), fifteen (15) minute breaks.

It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. Any notice to a covered employee as to the change in his or her work schedule, shall be carbon copied to a designation Association representative. It is specifically understood and agreed that a second shift schedule or a split shift schedule may be necessary in the Civil Process Division, depending on the overtime situation. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and employee shall be required to work as scheduled by the Employer. The Employer shall give the Association five (5) days' notice of any major change to the work schedule.

Day-Light Savings Time:

Employees that are affected by daylight savings time shall be paid for actual hours worked. Those employees so affected by the one (1) hour addition to their regular shift shall work an additional one (1) hour, and will be paid at time and one-half (1 ½) for that additional hour.

When daylight savings time begins in the spring and the clocks are set one (1) hour ahead, those employees working a shift so affected by the one (1) hour reduction in their regular work shift shall have a choice of:

1. End their shift and use one (1) hour of their vacation or compensatory time; or
2. Work a full shift of eight (8) hours for non-continuous shift employees or twelve (12) hours for continuous shift employees, staying over into the next shift.

3. If an employee takes the shift off, the employee will be required to utilize seven (7) hours for non-continuous shift employees and eleven (11) hours for continuous shift employees, of vacation or compensatory time.

**ARTICLE 9
OVERTIME**

- A. Overtime. Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of the employee's regularly scheduled work hours or eighty (80) hours in a pay period. It is the policy of the Employer to keep overtime worked to a minimum. Sick leave shall not be considered as hours worked for the purpose of calculating overtime.

No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation or benefits be pyramided.

Overtime work shall be mandatory when required by the Employer and the employee shall work the hours directed by the Employer. Overtime shall not be used to punish or reward employee.

Overtime will be compensation at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay, which shall be computed on the basis of the number of work hours per year.

- B. Call Back Time. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at one and one-half (1 ½) his regular pay or shall receive compensatory time unless such call back is one (1) hour or less prior to the employee's regular shift. Also, the minimum does not apply when an employee is ordered to work beyond the employee's regular shift. This shall include call back time for court appearance, which shall also include telephonic and video hearings, provided that the employee is testifying because of circumstances arising out of his or her assigned work duties, and further provided that the employee has been ordered to testify by a Supervisor or is subpoenaed. Call back time shall also include being called in to work on reports and having to be present for internal affairs investigations. Call back time does not include vehicle maintenance.
- C. Force Out Time. In the event a shift or a portion of a shift become available due to unforeseen circumstances, and no employee voluntarily chooses the overtime, an employee is forced to

cover the time considered as a force out. Force out time shall be paid at double time his/her regular pay or shall receive compensatory time.

- D. Compensatory Time. An employee may choose compensatory time off in lieu of overtime or call back time.

An employee desiring compensatory time off rather than overtime pay shall notify the Employer in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made.

The Employer shall keep a record of any compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time. Compensatory time will be taken at times requested by the employer. A maximum of one hundred (100) hours of compensatory time may be accumulated by an employee. This maximum may be extended by the Sheriff or his designee due to emergency situations. An employee who has accumulated one hundred (100) hours of compensatory time shall be compensated for all hours in excess of one hundred (100) hours.

Compensatory time off requests shall be handled as other time off requests outlined in Article 13.

If the employee separates from County employment, ~~the maximum lump sum payout the employee will receive is eighty (80) hours.~~ all compensatory time earned will be paid out on the final paycheck.

- E. Call Out for Transports. An employee who is called out to perform transportation services on their regular day off shall be paid fifteen (15) minutes at straight pay for travel time to the designated reporting location and fifteen (15) minutes at straight pay for travel time from the designated reporting location for a total of thirty (30) minutes.
- F. Call Out for Other Reason: An employee who is called out to perform duties associated with any specialty service unit (e.g. ERT, TI, Investigations) of the Sheriff's Office or to assist other employees due to manpower shortages shall, upon going on duty for that call out be paid thirty (30) minutes of overtime in conjunction with any other applicable overtime the employee is eligible for. For the purposes of this section, Call Outs for Transports as outlined in Section "D" are not eligible for this compensation.

ARTICLE 10
TRADE TIME

Employees may utilize a trade time agreement among themselves to a maximum of 12 trades per calendar year. Such agreement shall be voluntary and shall consist of employees agreeing to trade off working assignments in increments of two (2) hour blocks. For example if a continuous shift (12 hour) employee trades one day with a non-continuous shift (8 hour) employee, the continuous shift employee must work 12 hours or 1 ½ days for the non-continuous shift employee.

Trade time agreements shall be between employees within the same job classification, except that the Employer has the discretion to waive these requirements. Employees utilizing this agreement shall agree between themselves as to the payback conditions, except that the payback must be accomplished within sixty (60) days of their agreement. Such agreement shall be written on a form provided by the Employer, signed by the agreeing employees and the employee's supervisors. All trade agreements must have prior written agreement of both employee's supervisor, whose agreement will not be arbitrarily or capriciously withheld and submitted and approved two (2) days in advance, except in the event of an emergency. If there is an emergency, then the decision to approve or deny will be at the discretion of both employees' immediate supervisors. In the event one or both of the supervisors are unavailable, the proper chain of command will be followed.

If a substituting employee fails to report for duty for any reason, it shall be the responsibility of the substituting employee to attempt to find a replacement employee. Should the substituting employee fail to find a replacement employee, any time lost will be deducted from the substituting employee's appropriate leave provision, and disciplinary action may be taken by the Employer.

ARTICLE 11
HOLIDAY

Employees shall be granted ten (11~~0~~) paid holidays, to-wit: New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, ~~and~~ Christmas Day and a floating holiday.

Continuous shift employees shall receive one day of holiday leave for each holiday. Continuous shift employees shall receive ten (10) holiday days on January 1st of each calendar year. New continuous shift employees hired after January 1st shall receive holiday leave on a pro-rated basis for the first year of employment. Holiday leave must be taken in one day increments for continuous shift employees.

A continuous shift employee who works the actual holiday and not the county observed holiday shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the actual number of hours worked or shall have the option to accrue compensatory time. If a part of an employee's shift falls on the actual holiday, then the employee shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay for the actual number of hours worked on the holiday.

For employees who do not work a continuous shift, the Employer shall determine the date on which the above holidays are to be observed.

A non-continuous shift employee whose regularly scheduled day off falls on the County observed holiday and is scheduled to work on the actual holiday shall continue to be off on the County observed holiday and shall be given the actual holiday as a day off with pay at the straight time rate.

A non-continuous shift employee whose regularly scheduled day off falls on the actual holiday and is scheduled to work on the County observed holiday shall continue to be off on the actual holiday and shall be given the County observed holiday as a day off with pay at the straight time rate.

A non-continuous shift employee whose regularly scheduled to work both the County observed holiday and the actual holiday shall work on the County observed holiday at the employee's regular rate of pay and shall be given the actual holiday as a day off with pay at the straight time rate.

A non-continuous shift employee whose regularly scheduled days off fall on the actual holiday and the County observed holiday shall be given the next scheduled work day off with pay at the straight time rate.

When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible.

Introductory employees will receive the designated holidays as regular employees.

Employees shall be credited with one (1) floating holiday on July 1st of each fiscal year. New employees will be credited with a floating holiday after they have completed their introductory period. The floating holiday is to be utilized between July 1st and June 15th of the fiscal year. The floating holiday will be scheduled by mutual agreement between the employee and the employer and shall be taken in a full day increment. Requests for scheduling a floating holiday on a day designated for religious observation shall not be unreasonably denied. Floating holidays shall not be carried over from contract year to contract year. If the floating holiday is not used by June 15th of the fiscal year, it shall be forfeited. The floating holiday cannot be utilized if its use will cause overtime.

Upon the death of an Employee, any accumulated holiday benefits shall be paid to the Employee's estate. Upon resignation, retirement or discharge from employment, holiday benefits shall be prorated and remaining holiday leave hours shall be paid to or deducted from the employee.

Holiday time off requests shall be handled as outlined in Article 15.

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**ARTICLE 12
LEAVES OF ABSENCE**

A. Sick Leave

Sick leave shall be used for personal illness and injury of the employee, including employees on the job injury or disability, subject to the provisions set out hereinafter. Illness and injury shall include but not be limited to examinations or treatments for medical, surgical, dental or optical problems that would render the employee unable to perform his/her duties in a normal manner.

An employee may utilize up to forty-eight (48) hours of accumulated unused sick leave per calendar year for the care and necessary attention to ill or injured members of the employees immediate family. Immediate family for purposes of this section is defined as husband, wife, child, foster child, stepchild or parent.

The employee shall be allowed to utilize up to two-hundred-forty (240) hours of their sick leave per contract year, if a serious health condition affects a member of the employees immediate family as defined above. When granting additional sick leave, the county shall adhere to the definition of a "serious health condition" as outlined in the Family & Medical Leave Act of 1993. In order to qualify for additional sick leave, the employee must have a FMLA request on file accompanied by a physician's certification.

Employees shall be granted twelve (12) hours of sick leave per month, and shall have the right to accumulate unused sick leave up to a maximum of one-thousand forty (1040) hours. An Introductory employee will not be allowed sick leave until the employee completes six (6) months of continuous service, except as set out in paragraph 7 hereinafter, at which time such employee will be credited with the number of hours earned from the employee's date of hire.

Sick leave may be taken in fifteen (15) minute increments.

Except in cases of serious confining illness which are certified by a physician, sick leave will not be paid on the working day immediately preceding or following a holiday, unless the Employer is confident such sick leave is not being abused.

The Employer reserves the right to require a physician’s certification for any absences due to sickness. The cost of obtaining a physician’s certification as required by the Employer pursuant to this paragraph shall be borne by the Employer. If the Employer elects to require a physician’s certificate pursuant to this paragraph, the Employer shall so notify the employee at the time the employee notifies the employer he/she is sick.

To be eligible for sick leave payment, an employee shall notify the employer at least one (1) hour prior to start of the shift, but in any event, not later than the starting time of the employee’s workday, unless the personal illness or injury occurs while at work.

SWORN EMPLOYEES ONLY

Upon normal retirement under IPERS, an employee may be eligible for retiree health insurance benefits. If an employee chooses to participate in the retiree health insurance program, he/she shall not be eligible for cash reimbursement of sick leave. If the employee is not eligible or chooses to waive the retiree health insurance benefits, he/she shall be eligible for cash reimbursement of their sick leave in accordance with the schedule outlined below.

Years of Service	Sick Leave Balance	Conversion Rate
20 Years	1,000 – 1,040 hours	100%
15 Years	1,000 – 1,040 hours	75%
10 Years	1,000 – 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,040	50%
10 Years	751 – less than 1,040	25%
20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Upon death of an employee (regardless of IPERS eligibility), the employee’s beneficiary or estate shall be reimbursed for the employee’s unused accumulated sick leave in accordance with the schedule outlined above.

CIVILIAN EMPLOYEES

Upon normal retirement under IPERS or death (regardless of IPERS eligibility), employees shall be eligible for cash reimbursement of unused accumulated sick leave in the following increments:

Sick Leave Balance	Conversion Rate
0 – 599 hours accrued	0%
600 - less than 751 hours accrued	25%
750 - less than 1,000 hours accrued	35%
1,000 – 1,040 hours accrued	50%

General Provisions:

Sick leave shall be reimbursed based upon the employee’s regular rate of pay at the time of retirement. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

Termination of service shall terminate any and all obligation of the Employer in connection with unused sick time.

An employee who has accumulated 1,040 hours of sick leave may convert ¼ of his/her accumulated sick leave in excess of 1,040 hours to vacation leave.

An employee who has exhausted their sick leave may participate in the sick leave donation program as outlined in the county personnel policy manual.

A. Funeral Leave

Funeral leave of up to five (5) consecutive work days will be granted to employees for bereavement and attendance at the funeral for the following family members: mother, father, wife, husband, son, daughter, foster child, step child, mother-in-law, and father-in-law.

Funeral leave of up to three (3) consecutive work days will be granted for employees for bereavement and attendance at the funeral for the following family members: brother, sister, brother-in-law, sister-in-law, grandparents, grandchild or the spouse’s grandparents.

Special consideration by the Sheriff or designee may be given by altering the days off to accommodate special circumstances surrounding the funeral services of a family member.

Special circumstances include but are not limited to: delayed funeral service or burial, military honor service.

Any employee who has completed the Introductory period will be granted a half day of leave without pay to attend the funeral of a close family friend, or one day of leave with pay to attend the funeral for a fellow employee or relative not listed above. In the event of the death of an employee of the Sheriff's office, the Sheriff or his designated representative shall determine the minimum staffing requirements that will need to be in place at the time of the employee's funeral.

B. Jury and Election Duty

Any regular employee selected for jury duty or to work at the election polls shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall receive his/her regular wages and shall turn over to the Employer his/her jury or election services fees.

An employee who is summoned for jury duty or to work at the election polls, but is not selected, or an employee who is released from jury duty or from work at the election polls with an hour or more remaining on the employee's shift, shall return to work immediately.

If an employee is called for jury duty or to work at the election polls, the employee shall promptly notify the employee's immediate supervisor and provide the supervisor with a copy of the jury or election poll summons. An employee may request vacation or compensatory time in order to be off duty at least eight (8) hours prior to reporting for jury duty or to work at the election polls.

C. Military Leave

All employees, other than employees employed temporarily, who are members of the National Guard, organized reserves, or any component part of the military, naval or air forces or nurse corps of the state or nation, or who are or may be otherwise inducted into the military services of this state or of the United States, shall be, when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the Employer for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The Employer may make a temporary appointment to fill any vacancy created by such leave of absences, and may require documentation of such military service.

D. Voting Leave

Any employee, including an Introductory employee, required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

E. Maternity/Paternity Leave

An employee anticipating a maternity leave may be entitled to a leave of absences without pay if she has exhausted her sick leave. An employee anticipating such leave shall notify the Employer as soon as possible of the anticipated date of birth.

The employee requesting maternity leave shall present a doctor's statement verifying when the employee's condition requires her to leave work and shall present a doctor's statement within ten (10) days following birth or miscarriage as to when the employee is able to return to work, and unless the employee returns to work within three (3) days of such date or any other date by reason of extension granted by the Employer based on medical grounds, the employee will be considered to have voluntarily resigned or retired.

Male employees, or in the case of a same sex relationship, the employee that did not give birth to the child, shall be permitted to utilize five days of accumulated sick leave for the birth and/or care for a newly-born or newly-adopted child or forty-eight (48) hours for continuous shift employees.

F. Leave of Absence Without Pay

A leave of absence without pay is a predetermined amount of work days off from work for whatever purpose, which has been requested by the employee and approved by the Sheriff or designee in writing. The employee will be given a copy of the authorization. In order to be eligible for a leave of absence without pay the employee shall have exhausted all applicable paid leave. The leave of absence shall be authorized at the Sheriff's discretion taking into account shift coverage.

The leave of absence without pay shall be for a minimum of thirty (30) calendar days and shall not exceed one (1) calendar year. The Sheriff may approve a deviation from these time periods.

Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when he/she left, provided that during such period, no employee shall earn sick leave, vacation leave or other leave.

In the event an employee fails to return to work at the end of any such leave, he/she shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits during the period of absence;
- d) shall not acquire additional seniority during said leave; and
- e) approval of secondary employment during a leave of absence shall be at the discretion of the Sheriff.

When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible. The Sheriff or designee may make exceptions to any of the above conditions (a-d) for leaves not exceeding fifteen (15) working days.

**ARTICLE 13
VACATIONS**

Every employee shall be eligible for paid vacation time after one (1) year of service with the Employer.

Vacation allowances shall be earned based on the following schedule, providing that existing employees shall not have a reduction in the number of their vacation days:

<u>Employment Requirements</u>	<u>Vacation Period</u>
After 1 year of continuous service	80 hours per year
After 5 years of continuous service	120 hours per year
After 10 years of continuous service	160 hours per year
After 15 years of continuous service	200 hours per year

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Vacation may be taken in fifteen (15) minute incremental periods.

Vacations shall be granted at the time requested by the employee, subject to the approval of the Employer. The request is to be made in writing. In the event of an emergency, the employee's immediate supervisor may approve or deny an immediate request for the use of vacation earned, taking into account the factors surrounding the request and shift coverage only. The Employer shall have the right to approve or disapprove of an employee's requested vacation period, considering the scheduling requirements of the department, and shall not consider individual personalities, nor shall the Employer discriminate between or among employees. If the work load permits vacation, compensatory time and/or holidays, but the number of persons on time off must be limited, seniority based on the sworn date of hire for Deputy Sheriff's and date of hire for civilian employee shall govern, except as outlined below. Any request for vacation, compensatory time or holidays submitted before February 1st for time off after February 1st shall be allocated by seniority based upon date of hire of the employee, provided the employee has submitted their request for time off before February 1st. Any requests made for vacation, compensatory time or holidays submitted in January for time off to be taken in January shall be allotted on a first come first serve basis with seniority having no impact. If the work load permits vacation, but the number of persons on vacation must be

limited, seniority based on the sworn date of hire for Deputy Sheriff's and date of hire for civilian employees shall govern. When an employee requests time off, the employer shall provide a written copy of the approval or denial of that request to the employee or the employee's box as soon as possible.

Accordingly:

- a. The first vacation period earned, after completing one (1) full year of service, shall be taken prior to January 1, unless the Employer, for good cause, extends the period.
- b. Thereafter, on January 1 of each year, the Employer will credit each employee with the amount of vacation the employee will earn on the employee's next anniversary date, determined on the basis of the contract in effect on that January 1. If an employee uses vacation credited on January 1, prior to the time it is earned, and if the employee is terminated for any reason prior to the time the vacation is earned, the employee will reimburse the Employer for the vacation pay.
- c. No employees shall be entitled to vacation pay in lieu of vacation.
- d. Up to one hundred sixty (160) hours of vacation may be carried from one year to the next however, it must be used by July 1st or it shall be forfeited.

ARTICLE 14
GRIEVANCE PROCEDURE

A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer. The time for filing a grievance shall commence when the employee receives notification of the change. Should an employee have a grievance, it shall be adjusted in the following manner.

Step 1:

1. An employee shall submit a written grievance to the Sheriff, Chief Deputy, Lieutenants or Office Coordinator with a copy provided to the Association President within fifteen (15) calendar days the employee knew or should have known of the grievance. The written grievance shall be time stamped and signed by the Sheriff or his designee to indicate the date it was received by the Sheriff or his designee.
2. The Sheriff or his designee shall respond in writing to the grieving employee with a copy provided to the Association President within fifteen (15) calendar days from the date of receipt of the grievance. The Sheriff or his designee shall time stamp the response and the grieving employee or the Association President shall sign by the time stamp or it shall be served upon the employee by a Deputy.

Step 2:

- a. If the grievance is not resolved to the employee's satisfaction, the employee may, within ten (10) calendar days of the response's time stamped date, file a written request for arbitration with the Sheriff or his designee. The written request for arbitration shall be time stamped and signed by the Sheriff or his designee to indicate the date it was received by the Sheriff or his designee.
- b. The parties shall meet within ten (10) calendar days to select a mutually agreed upon arbitrator. If an arbitrator cannot be agreed upon, then either party may contact the Iowa Public Employment Relations Board (PERB) to request a list of five (5) arbitrators.
- c. The parties shall meet within five (5) calendar days of receipts of the arbitrator list from PERB to select an arbitrator. Each party shall strike two (2) names from the list, with the party requesting arbitration to have the first strike.

The time limits shall be strictly construed as to both parties, except as mutually agreed upon by both parties in writing. Failure to comply with the time limits by an employee shall result in a

forfeiture of the grievance. Failure to comply with the time limits by the employer shall result in an unconditional acceptance of the employee's remedy requested in that step.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall submit the decision in writing within fifteen (15) days following close of the hearing of the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof in writing. The decision of the arbitrator shall be final and binding on both parties.

Employees appointed into civil service who are removed, suspended or demoted may within ten (10) days appeal to the Civil Service Commission per Chapter 341A of the Iowa Code.

An aggrieved employee shall have the right to process his or her grievance individually, by the Association and/or by an Attorney at Law. If the employee processes the grievance individually or by their own Attorney, then the Association shall have the authority to join in the grievance at any step in the grievance process. Additionally, the Association shall be authorized to present a common grievance to the employer on behalf of a group of Association members.

If a grievance is not resolved in the first step and goes to an arbitrator for a decision, then the fees and expenses of the arbitrators shall be borne by the losing party. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

Grievances may be investigated, processed and presented by a representative during working hours within reasonable time limits without loss of pay, provided notice is given and the work load permits. The Employer's determination as to work load shall be subject to arbitration only to the extent that the Employer's action is shown to be an attempt to frustrate the grievance procedure, discrimination between or among employees, or to harass or coerce the Association.

ARTICLE 15
SENIORITY

For all purposes under this contract, seniority is defined as an employee's length of continuous service with the Pottawattamie County Sheriff's Office from his/her sworn date of hire or civilian date of hire.

New employees shall be added to the seniority list from their date of hire after completing the introductory period.

The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards every six (6) months. A copy of the seniority list shall be made available upon request by the Association. Any protests as to the correctness of the list must be made in writing to the Employer within thirty (30) working days. A seniority list for job classification shall also be maintained by the employer. The same guidelines as above will dictate as to the times the list will be updated, posted and protested. Classifications for the seniority list shall be:

1. Office Clerk
2. Deputy
3. Corporal
4. Crime Scene Technician
5. Evidence Technician

Seniority within the classification of deputy shall be from his/her sworn date but the parties agree that the exercise of seniority to transfer into a position within the Road, Civil or Court Security divisions shall be based upon job vacancies. In other words during seniority bidding process, existing deputies working with the Road, Civil or Court Security Divisions cannot be displaced from that division by more senior deputies but will be subject to seniority from his/her sworn date with respect to the seniority bidding process. Once an opening exists and a deputy transfers into the Road, Civil or Court Security divisions he or she can exercise seniority for the seniority bidding process based upon his/her sworn date rather than date of transfer during the next annual bidding opportunity.

Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason; is discharged for just cause; is absent from work three (3) consecutive working days without notification to and authorization from the Employer; is laid off for a period exceeding eighteen (18) months or the employee's seniority, whichever is lesser; is on layoff

and fails to report to work within the time period set out in the Article on Procedures for Staff Reduction; or fails to report to work on the next scheduled workday at the completion of a leave of absence.

For shift bidding purposes, if a Corporal or an Investigator voluntarily or involuntarily returns to the deputy classification from which he/she was appointed, then he/she shall retain his/her combined seniority in the classifications of Corporal or Investigator and the deputy classification from which he/she was appointed.

Seniority gained within a classification shall not be lost in moving between classifications but shall be maintained in the event the employee returns to that classification.

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

An employee who is promoted to a position outside of the bargaining unit and subsequently returns to a position within the bargaining unit shall be given full credit for the service earned prior to his/her promotion and additionally will be credited with the earned service to his/her promoted position after he/she had fulfilled the Introductory period. Seniority will be the total amount of service spent in both the bargaining and promoted positions and may be used accordingly where seniority is referred to in this contract. If an employee returns to a bargaining unit position between the seniority bidding process, the employee may not exercise that seniority until the next regular bidding process is held. Assignments, vacation schedules, etc. will be at the discretion of the Sheriff until the next bidding process takes place.

ARTICLE 16
PROCEDURES FOR STAFF REDUCTION

In the event the Employer determines that employees must be laid off, the Association shall be notified in writing within ten (10) administrative working days after the determination. Employees shall be laid off based upon seniority from his/her sworn date or civilian date of hire.

If the number of employees to be laid off within the classification exceeds the number of employees in that classification, the Employer shall consider qualification, ability to perform, and seniority and if qualifications and ability to perform are equal between and among affected employees, seniority shall govern. Temporary, part-time and Introductory employees performing duties within the job classification from which employees have been or are to be laid off, are to be laid off first and have not recall rights.

An Association officer shall be present during all of the decision making meetings and decision making process of the administration concerning staff reductions.

An employee to be laid off will be notified thereof in writing at least ten (10) working days prior to the effective date of the layoff.

Within the job classification laid off, employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classification from which employees have been laid off until all employees laid off from that classification have been given notice of recall.

An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address. An employee shall report to work within one hundred twenty (120) hours after notice of recall is received or within one hundred sixty-eight (168) hours after notice of recall is mailed, whichever is lesser, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date.

ARTICLE 17
WORKING OUT OF CLASSIFICATION

‡ If an employee is required to work in a higher rated job classification on the wage schedule for a period exceeding five (5) consecutive working days, he/she shall receive at least the minimum hourly rate for the higher job classification for all hours actually worked out of classification, beginning on the sixth (6th) day, and shall be returned to his/her regular rate of pay upon completion of his/her temporary assignment.

~~‡ If an employee is requested to work in a higher rated job classification on the wage schedule for a period exceeding ten (10) consecutive working days, he/she shall receive at least the minimum hourly rate for the higher job classification for all hours actually worked out of classification, and shall be returned to his/her regular rate of pay upon completion of his/her temporary assignment.~~

ARTICLE 18
INSURANCE

The Employer shall provide a group health insurance plan for employees, including introductory employees.

For the contract year beginning July 1, 202~~31~~ and ending June 30, 202~~63~~, the Employee shall contribute eleven percent (11%) of the premium cost of single coverage group health insurance, not to exceed \$95.00 per month and eleven percent (11%) of the premium cost of family coverage group health insurance, not to exceed \$~~2520~~.00 per month.

Employees who participate in the county's wellness program and successfully complete the requirements of the program will receive a \$30.00 per month incentive applied to their health insurance premium after the waiting period has fulfilled.

For contract period beginning July 1, 202~~31~~ and ending June 30, 202~~63~~ the parties agree that the Board of Supervisors may elect to reopen the contract for wages and insurance if the PPO health insurance premium rate increase exceeds five (5%) for the same coverage. If the premium rate increase is five percent (5%) or lower, the county shall maintain the health care program and benefits as outlined in [the Employee Benefit Guide located on the county website Appendix B for the 2021-2023 contract year](#) and the employee shall maintain the contribution level as indicated above.

Retiree Health Insurance

A Deputy Sheriff who is eligible to retire under IPERS (age 55, if vested; or age 50 with 22 years of eligible service) may choose to continue in the County's primary health insurance program and receive insurance coverage as provided for retirees until he/she reaches his/her 65th birthday. The County will assist the employee by paying a portion of the single premium for a period of 5 years from the date of retirement. During this 5 year period, the rate paid for by the County is based upon an employee's continuous years of service with the Pottawattamie County Sheriff's office and his/her sick leave balance at the time of retirement. The County shall

pay a percentage of the premium for single coverage in accordance with the following schedule.

Years of Service	Sick Leave Balance	Single Premium Rate Paid by County
20 Years	1,000 – 1,040 hours	100%
15 Years	1,000 – 1,040 hours	75%
10 Years	1,000 – 1,040 hours	50%
20 Years	751 – less than 1,000	75%
15 Years	751 – less than 1,000	50%
10 Years	751 – less than 1,000	25%
20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

Eligible employees must be enrolled in a County insurance program prior to retirement. The retiree shall be provided coverage under the primary carrier selected by the County for active employees. If the employee elects family coverage he or she shall receive the benefit of the value of the payment of the single coverage as depicted within the schedule set forth above but shall be responsible for paying the differential between that value and the cost of the family coverage.

If federal legislative change results in the alteration of the current Medicare eligibility age of 65, the parties agree to allow for a limited re-opener to discuss modification of the retiree health insurance provision to allow for language changes necessary to properly reflect the intent of the parties in adopting the original retiree health insurance provision.

If the employee chooses to participate in the County’s retiree health benefit as outlined above, the employee will not be eligible for the sick leave buyout at retirement. For budget purposes, if the retirement is not of an emergent nature, the County would like a six (6) month notification of the planned retirement date. Failure to give notice will not preclude benefit eligibility.

The Employer recognizes its responsibilities to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 613A the 1981 Code of Iowa.

The employer shall provide, at no cost to the employee, a group term life insurance plan in the amount of twenty-five thousand (\$25,000) with twenty-five thousand (\$25,000) of additional accidental death and dismemberment insurance. The accidental death and dismemberment insurance policy also includes an additional ten thousand dollar (\$10,000) benefit if seat belts were worn for a death in a car accident.

The employer shall provide, at no cost to the employee, a long term disability insurance plan, with a one hundred eighty (180) calendar day waiting period. The plan shall pay sixty percent (60%) of the employee's gross base monthly salary, exclusive of commissions, bonuses and overtime compensation, for a maximum of Five Thousand Dollars (\$5,000) per month.

The Employer shall provide, at no cost to the employee, a dental insurance plan as referenced in Appendix C. Employee's choosing dependent coverage shall contribute an amount not to exceed seventeen dollars (\$17.00) per month.

ARTICLE 19
HEALTH AND SAFETY

The Employer agrees to continue to make reasonable provisions for health and safety of its employees during the hours of employment.

The Association and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. The Employer shall pay the actual cost of repairing or replacing an article of such protective clothing or equipment which is damaged unintentionally while on the job.

If the Employer requires an employee to obtain a physical examination, the cost of the examination shall be provided by the Employer.

Drug and alcohol testing of employees will be required after all accidents which result in a death, personal injury or damage to property at the Sheriff's discretion. The Employer will establish a probable cause drug testing procedure for employees. The Union will be consulted regarding this procedure prior to its implementation.

The Employer and the Union mutually agree to adhere to the Random Drug Testing policy dated September 9, 2004. The Union will be consulted regarding any changes to this policy prior to implementation.

Bullet proof vests shall be provided by the Employer and handled through the Sheriff's Standard Operational Procedure (SOP) and that vests will be issued on a staggered scheduled and replaced by the Employer as needed.

**ARTICLE 20
UNIFORMS**

The County shall furnish uniforms to each full-time and introductory employee.

Employees may be reimbursed for the following items damages in the course of their employment as follows:

Eyeglass/contact lenses	reimbursement in full
Watch	Up to \$100.00
Clothing	Up to \$100.00

Each full-time bonded deputy shall be given a uniform allowance of \$~~1000~~⁷⁵⁰.00 per contract year (after July 1st) for purposes of furnishing them with standard equipment. Uniform allowance will be added to your paycheck and appropriate taxes will apply.

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The County shall provide uniforms upon hire to each full-time Office Clerk. The county shall issue three (3) pairs of pants and three (3) shirts, either long sleeve or short sleeve. Each year thereafter, each full-time Office Clerk shall be given a uniform allowance of two hundred dollars (\$200.00) per contract year for purposes of purchasing additional uniforms. Uniforms are considered clothing that is a condition of employment and are not work or adaptable to general use as ordinary clothing. Failure to use this allowance will cause the forfeiture of the same. The purchase of standard equipment requires prior authorization from the employer's representative.

Each full-time Evidence /Crime Scene Technician shall be given a uniform allowance of \$400.00 per contract year for the purposes of furnishing the Technician with clothing and equipment.

**ARTICLE 21
WAGES**

Employees shall be compensated in accordance with the Wage Schedule attached hereto, marked Appendix A and incorporated herein by the reference.

Effective July 1, 2023~~1~~, Deputies who are on the step and grade will receive the step increase on July 1, ~~2023st of each year~~ according to Appendix A. Deputies that have topped out of the step and grade will receive an 8% pay increase.

~~Deputies who are on the last step of the step and grade will be moved to the last step of the 2021-2022 wage scale in Appendix A, plus 1.25%. In 2022-2023 these employees will receive a 1.5% pay increase.~~

Non-uniformed employees ~~will~~ who are on the step and grade will receive the step increase on July 1, ~~2023-1st of each year~~ according to Appendix A. Those that have topped out of the step and grade will receive a 3.5% pay increase.

~~The parties agree to reopen the contract and negotiate for wages only for 2024-2025 and 2025-2026. Year 1 of the contract, for those employees within the step and grade, they will be given a base pay increase (amount dependent upon uniformed or non-uniformed position). We will then look at the new step and grade to determine which steps is closest to the new base pay rate and the employee will be moved to that step.~~

The Sheriff has the discretion to create a lateral pay program for certified hires.

Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Employees promoted to another job classification having a higher pay grade shall be brought to the entry step of the new pay grade, or to a step on the pay grade which would be equivalent to a one (1) step pay increase.

Field Training Officers (FTO) who trains a trainee for a minimum of 4 hours and up to 8 hours shall be paid 1 hour of overtime as compensatory time or overtime pay. Anything at 8 hours or more would be paid 2 hours of overtime as compensatory time or overtime pay.

Acting Supervisor Pay: Acting Supervisor's shall be compensated at the rate of fifty cents (\$.50) per hour for time spent performing those job duties. Acting Supervisor's shall be assigned on a rotating basis based on seniority and their willingness to act in that capacity.

Specialty Pay: Sworn employees who are assigned to specialty assignments, specifically and limited to; K9, Crisis Negotiation, Bomb Squad, Emergency Response Team, Traffic Investigation and Investigators, shall receive an additional 1.5% of their regular (non-overtime) earnings per pay period. In order to receive this pay, the employee shall maintain the qualifications for the specialty assignments as directed by the Standard Operating Procedures, and attend and successfully complete all required training. The additional pay will cease when the employee is no longer assigned to the specialty assignment.

Employees are only eligible to receive pay for one specialty assignment.

The staff of these specialty assignments has been set by the Sheriff and/or Chief Deputy.

ARTICLE 22 GENERAL PROVISIONS

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

In the event an Article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the

specific Article, section or portion thereof specifically in the court's decision; and upon issuance of such a decision the Employer and the Association shall agree to negotiate a substitute for the invalidated Article, section or portion thereof. In addition, the parties agree to a limited re-opener to discuss contract changes consistent with any statutory changes that may arise.

This Agreement constitutes the entire agreement between the parties with the exception that this Agreement may be supplemented or modified by the written consent of both parties in documents referred to as Memorandums of Understanding. The modified or supplemental terms outlined in a Memorandum of Understanding shall be a change of this Agreement only until the effective date of the next negotiated Agreement between the parties. The parties acknowledge that during the negotiations which results in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understanding and agreements reached are set forth in this Agreement. Therefore, the county and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement, or with respect to any subject matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 23
JOB AND SHIFT BIDDING

Any new or vacant regular full-time positions will be posted for bid within thirty (30) days of establishment or vacancy. The Employer will determine when a vacancy occurs.

The posting shall be for a period of five (5) days and shall specify the date and time which bids will be accepted. It will specify the position and shift, as well as any qualification, certifications, experience or training required (e.g., applicant shall be a trained traffic investigator with at least three (3) years of patrol experience.) Position will be awarded within the ten (10) days of the closing of the bids for deputies within their job classifications. Positions shall be assigned by seniority. Investigator's positions shall be assigned as determined by the Sheriff.

In the event a position remains vacant due to employees not bidding, the Sheriff shall determine who will fill the position and take appropriate action to fill the vacancy.

Positions awarded shall be subject to a sixty (60) day Introductory period during which time the employee will be required to satisfactorily learn and perform the duties of this position. If the employee fails to satisfactorily learn and perform the position within this period, the employee will be disqualified from such position and will be transferred back to his/her former position.

The parties agree that no bidding will be required for temporary positions and/or assignments. If a temporary position extends beyond forty-five (45) days, the Association will be consulted.

All bidding for shifts shall occur between November 1 and November 7 of each year for shift changes beginning January 1 of the following year. The Employee or his/her designee within the bargaining unit shall designate his/her desired shift within the timeframe set forth above. Shifts shall be awarded by seniority as set forth in Article 16. The Sheriff or his designee shall notify those persons affected by shift changes no less than seven (7) days before the change takes place.

ARTICLE 24 DISCIPLINE AND DISCHARGE

Employees shall not be disciplined and discharged without just cause. Unsubstantiated anonymous complaints shall not be used as a sole basis for discipline. If only a first name is given, this shall be treated as an anonymous complaint.

A. Definitions

Private Citizen is an individual not in the employ of the Pottawattamie County Sheriff's Office.

Formal complaint is a written report by a private citizen alleging misconduct by a Pottawattamie County Sheriff's office employee against that citizen while the employee is engaged in his official duties.

Anonymous complaint is a complaint made by a private citizen either in writing or verbally wherein the private citizen refuses to give their full name.

Third party complaint is a complaint made by a private citizen alleging misconduct of an employee with engaged in his official duties and the private citizen has no firsthand knowledge of the misconduct.

Punitive action is defined as any action which may lead to dismissal, demotion, suspension, reduction in salary, written or verbal reprimand or transfer for purposes of punishment.

B. Citizen Complaints

A private citizen wishing to make a formal complaint shall be required to sign a complaint specifying the alleged misconduct.

The Pottawattamie County Sheriff's Office may receive informal complaints, third party complaints or other complaints as information to be processed on an individual basis.

C. Procedures

Complaints by citizens against employees shall be handled in the following manner:

1. The employee receiving a complaint from a private citizen shall immediately file a report or complaint to his immediate supervisor, unless the complaint is against the employee's immediate supervisor, at which time the employee shall file the complaint with the next highest level in the chain of command. The employee shall only file a report or complaint if the private citizen makes a formal complaint.
2. The complaint shall include the following information: Complainant's name, address, telephone number; what actions or lack of actions brought about the filing of the complaint; date, time, and place of occurrence of the incident; how the complaint was received by the employee; date and time of the employee receiving the complaint; and any witnesses to the incident.
3. The Sheriff or Chief Deputy may assign investigations of complaints to appropriate persons.
4. If there should be any doubt by a supervisor as to what course of action he should take in a particular case, he shall obtain all possible facts and submit them to the Sheriff, who shall determine the actions to be taken.
5. Upon receipt of a complaint by a supervisor, he shall proceed in the following manner: If the complaint is minor, such as an employee's attitudinal behavior, he

may issue a verbal reprimand. If the complaint is of a more serious nature, he may relieve the employee to present himself at the Sheriff's Office at 9:00 a.m. the next day, and will prepare a report of all facts and circumstances involving the incident, to be available to the Sheriff at 8:00 a.m. the next day.

6. The Sheriff may classify the report as:
 - a. Unfounded-investigation indicates that the act or acts complained of did not occur or failed to involve department personnel.
 - b. Exonerated-incident did occur but the act or acts were justified, lawful and proper.
 - c. Not sustained-investigation failed to discover sufficient evidence to clearly prove or disprove the allegation made in the complaint.
 - d. Not involved-investigation establishes that the individual subject to this complaint was not involved in the alleged incident.
 - e. Founded-investigation reveals allegations to be substantiated.
7. The Sheriff shall review all facts presented in the report. He may review the employee's record prior to making a determination of the action to be taken. The Sheriff may then take any of the following disciplinary measures:
 - a. Oral reprimand-administered by a supervisor of the offender. A report shall be filed by the officer giving the reprimand and shall contain when, where, by whom and the substance of the reprimand which shall be placed in the personnel file of the employee.
 - b. Written reprimand-a copy shall be given to the offender in receiving the disciplinary action. A copy shall also be filed in the employee's personnel folder.
 - c. Suspension-suspended for a specific number of days.
 - d. Demotion-in rank.
 - e. Dismissal-removal from active duty for cause.
8. Complaints against employees by other employees shall be handled in the same manner as set forth above.

9. Should an employee be charged with a deliberate violation of department rules, policy, procedures or some more serious offence or infraction, the employee's immediate supervisor may relieve him from duty immediately, subject to review by the Sheriff.

D. Disciplinary action that may be taken by each level of command.

1. Corporal-May give oral reprimands for minor infractions; invoke relief from duty procedure if warranted.
2. Sergeant-may give oral reprimands for minor infractions, give written reprimands, initiate an investigation, invoke relief from duty procedure if warranted.
3. Lieutenant-may give oral reprimands, give written reprimands, recommend investigations, and make written recommendations to the Chief Deputy or Sheriff.
4. Chief Deputy-may give oral reprimands for minor infractions, written reprimands for minor or major infractions, initiate an investigation, turn back an investigation started at a lower level, invoke relief from duty procedure if situation warrants, suspend an employee for any length of time, and when required, demotion.
5. Sheriff-may give oral reprimands for minor infractions, written reprimands for minor or major infractions, suspend the employee for any length of time, dismiss the employee from service for cause, and when required, demotion.

E. Employee Bill of Rights

When an employee is under investigation or subjected to being interviewed by his immediate supervisor or any other authorized representative of the Sheriff's Office, which could lead to punitive action, the employee shall be entitled to the following protection:

1. Employees and the Pottawattamie County Sheriff's Office shall not solicit any formal citizen's complaints against an employee. Solicitation shall not be construed to mean any following up of a formal complaint, an anonymous complaint or a third party complaint.
2. An employee shall not be subjected to offensive language, nor be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain

the employee's resignation, nor shall the employee be intimidated in any other manner. No promises or rewards shall be made to the employee as an inducement to answer questions.

3. Any investigation concerning the conduct of an employee, which conduct is allegedly either off duty or on duty shall be initiated only with the approval of the Sheriff.
4. An accused employee shall be informed of the nature of the investigation at the time of the interview by the Sheriff or his designee.
5. When possible, all interviews shall be conducted at a reasonable hour and when the employee is on duty, and if conducted during off duty time, the accused employee shall be compensated in accordance with overtime procedures.
6. The interview session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated.
7. Unless agreed to by the accused employee or as required by law, the County shall not divulge the reason for any disciplinary action that is not appealed beyond the Sheriff's Office. The Sheriff's Office shall make every reasonable effort to insure that no employee's home address, home telephone number or photographs of the employee is released to the news media or for public consumption.
8. An accused employee shall be permitted to have an attorney, Pottawattamie County Deputy Sheriff's Association representative or both present during the interview.
9. Any audio, visual, electronic or other recordings that are made of the interview proceedings shall be given to the accused employee, at no cost to the employee.
10. The employee shall be informed prior to the interview the names of all persons other than the Sheriff's Office personnel that will be present during the interview.
11. No employee shall have any comment adverse to his interest entered in his personnel file without the employee having first read and signed the instrument containing the adverse comment indicating that he is aware of such comment, except that such entry may be made if after reading such instrument the employee

refuses to sign, that fact shall be noted on that document, and initialed or signed by such employee.

12. An employee shall have thirty (30) days in which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to and shall accompany the adverse comment.
 13. The above shall not be construed to restrict management rights to speak with or briefly question employees on verbal or informal complaints of citizens if this questioning may lead to an expedient end of the complaint. Nor shall it restrict internal investigations brought about by shift supervisors. However, should a citizen make a formal written complaint or should a brief investigation uncover facts that may lead to a formal or major investigation or interview, then the procedures set forth above and in subsection C shall be followed.
- F. No sworn officer shall be disciplined based solely on information gathered by Global Positions Systems (GPS); this provision shall not apply, however, to criminal investigations.
- G. For purposes of progressive discipline, disciplinary actions shall be active for twelve (12) months from date of discipline. However, disciplinary actions shall remain active for eighteen (18) months for violations of the same rule.

**ARTICLE 25
CANINE PAY**

Canine handlers will be given thirty (30) minutes of on-duty time, each scheduled duty shift, to provide for the care and grooming of an assigned canine or time and one-half (1 ½) for hours worked past the regular scheduled shift hours. The Sheriff shall determine whether the employee will be provided the thirty (30) minutes of on-duty time or the care and grooming will be completed after the employee's regularly scheduled work shift.

Canine handlers will receive thirty (30) minutes at one and one-half times their regular rate of pay which shall be converted to compensatory time for each scheduled day off, vacation, holiday or sick leave, for the care and grooming of the canine.

Procedures and regulations regarding the above shall be in accordance with the Sheriff's Canine Policy.

**ARTICLE 26
LIGHT DUTY**

The Sheriff may allow an employee to return to work on a “light duty” basis if the employee has a physician’s statement that releases the employee with limitation and/or restrictions. The light duty policy will be in accordance with the following criteria:

1. If there is a light duty position or work duties available within the Sheriff’s Office that satisfied the restrictions set forth by the physician, the employee will be assigned to said positions or duties. Employees receiving worker’s compensation shall take precedent for assignments to light duty positions.
2. If there is a light duty assignment available outside of the department that satisfies the restrictions set forth by the physician and the criteria set forth by the Sheriff’s Office, an employee receiving worker’s compensation may be assigned by the Sheriff to said position.
3. Light duty is not meant to be a permanent work arrangement and no permanent light duty positions are available.

The placement of an employee on light duty will be evaluated after thirty (30) days. The continuation of light duty will be based upon the health condition of the employee, as verified by a physician, and the staffing needs of the facility.

**ARTICLE 27
LONGEVITY**

Longevity pay shall be paid according to the following schedule:

Upon completion of the 5th year through the 9th year- each full-time employee shall receive \$.26 per hour.

Upon completion of the 10th year through the 14th year- each full-time employee shall receive \$.46 per hour.

Upon completion of the 15th year through the 19th year- each full-time employee shall receive \$.92 per hour.

Upon completion of the 20th year- each full-time employee shall receive \$1.38 per hour.

Employees who are eligible for longevity shall receive longevity and longevity increases at the beginning of the pay period in which the employee's anniversary date occurs.

ARTICLE 28
SHIFT DIFFERENTIAL

Employees who work the 6:00 p.m. to 6:00 a.m. shift shall be paid an extra incentive of \$.90 (ninety cents) per hour for the 2023-2024 contract year. Employees who work the 6:00 p.m. to 6:00 a.m. shift shall be paid an extra incentive of \$1.00 (one dollar) per hour for the 2024-2026 contract year.

ARTICLE 29
EDUCATIONAL REIMBURSEMENT

The County Education Assistance Program is provided as an incentive for employees to further their education and development. The incentive is provided through partial financial reimbursement. The course(s) must, in the Sheriff's determination, be law enforcement related or deemed job related by furthering the employee's skills and/or knowledge in his/her present job or in a future position with the Sheriff's Office. Participation in the program does not guarantee the employee a promotion and/or pay increase.

The employer will reimburse full-time employees who have completed, their introductory period, fifty percent (50%) of tuition for courses at an accredited education institution that have been approved by the Sheriff or his designee prior to enrollment in the class up to a maximum of one thousand one hundred dollars (\$1100) per fiscal year. Only tuition will be reimbursed, not books, lab fees, parking or other miscellaneous fees. Employees shall attend courses during their off duty hours only. The employee must successfully complete the course with a grade of "C" or better to receive reimbursement.

In order to be eligible to receive this benefit, an employee must complete the applicable request form and submit it to the Sheriff or his designee for approval no less than thirty (30) days prior to the start of the course. Upon completion of the course the employee must submit a copy of the grade(s) and the tuition costs to the employer within sixty (60) days in order to receive reimbursement. The County shall issue the employee a check for the reimbursement amount within forty-five (45) days of the employee's submission of grades and tuition costs. In the event the employee withdraws from the class prior to the completion of the class or fails to obtain at least a "C" grade, the Employer is not responsible for any reimbursement for the educational benefit.

Employees who terminate their employment with Pottawattamie County and have received educational reimbursement within the past twelve (12) months shall reimburse the County for the total amount of dollars the employee received under educational reimbursement within the past twelve (12) months. It shall be the responsibility of the Sheriff to notify the Auditor's Office prior to the issuing of the employee's final paycheck as to whether or not the employee is required to reimburse the County for funds spent on education reimbursement. This policy does not apply to required continuing education for County positions.

**ARTICLE 30
SECONDARY EMPLOYMENT**

Because of the nature of employment as law enforcement officers, the Sheriff's Office reserves the right to pass judgement on and regulate employees off duty activities. If employees wish to participate in off duty employment, they must request permission to do so each year. The following general guidelines apply in this area:

1. Employees shall not engage in off duty employment which is clearly in conflict with their on duty employment.
- A. Definitions
Off Duty Employment is defined as any compensation time while the employee is wearing the uniform or badge of authority of the Pottawattamie County Sheriff's Office, while off duty and the compensation is issued by anyone other than Pottawattamie County.

Secondary Employment is defined as employment while an employee is not working for Pottawattamie County that is not Law Enforcement related.

Conflict of Interest is an action by the employee while working off duty employment which is illegal, compromises the employee's on duty authority or causes a conflict with Departmental guidelines for the benefit of the off duty employer.

B. Policy for Off Duty Employment

Employees may engage in off duty employment upon completion of their introductory period.

C. Guidelines for Off Duty Employment & Secondary Employment

Employees cannot seek another job with any of the following:

- a. Business whose primary function is to serve alcoholic beverages.
- b. Private detective agency.
- c. Bail bond agency.
- d. Vehicle towing business.
- e. Bill collection or credit collection agency.
- f. Motor vehicle, accident investigation, or related areas business.

D. Procedures for Approval of Off Duty Employment

Department approval is required before an employee can begin work at off duty employment. The following are the procedures for requesting Department approval:

- a. Complete a secondary employment form and submit it to the Chief Deputy or his designee.
- b. The Chief Deputy or designee may grant approval, grant approval with conditions, or deny the request.
- c. If conditions are included on any approval, they will be placed on the request for secondary employment form, and shall be followed or the approval will be considered invalid.
- d. Employees shall receive a copy of any approved, approved with conditions or disapproved request for off dutysecondary employment form.

E. Temporary Approval of Off Duty Employment

If there is not enough time for a full review of the request before the starting date of the off dutyhe secondary job, the Chief Deputy or designee may grant temporary approval.

If temporary approval is granted, the request form shall be submitted for full approval as set out in the above sections within four (4) calendar days.

~~F. Reviews of Secondary Employment~~

- ~~1. Employees must give written notification to the Chief Deputy or designee of any changes in the secondary job.~~

- ~~2. Secondary employment may be reviewed at any time. These reviews are to ensure:~~
 - ~~a. That the secondary job is not inconsistent with the duties as an employee of the Sheriff's Office.~~
 - ~~b. That the job duties performed at the secondary job are not in conflict with any conditions which may have been given along with the Department's approval.~~
 - ~~c. That an employee's performance of their official duties is satisfactory.~~

~~G. Renewing Secondary Employment~~

~~Secondary employment requests must be renewed every year. All renewals must be submitted by February 15th of each calendar year or as soon as practical for seasonal employment. Employees are to submit a secondary employment form and check the renewal box.~~

ARTICLE 31
INJURED ON DUTY POLICY

An employee, including an introductory employee, who has been injured in the scope and course of his/her employment with the Employer and who is eligible for Worker's Compensation payments shall adhere to the Iowa Worker's Compensation statute. When an employee is entitled to Worker's Compensation benefits, the employee shall be eligible for a supplemental payment by the County. The employee will not be required to utilize sick leave or other paid leave while recovering from said injury for the first three hundred sixty-five (365) calendar days.

The supplemental payment shall be an amount equal to the difference between the employee's net pay and the amount of the weekly Worker's Compensation benefit the employee receives. "Net pay" for the purpose of this article shall mean the employee's base salary minus deductions for taxes, social security and IPERS.

The supplemental pay shall continue for three hundred sixty-five (365) days, or until the employee has reached maximum medical improvement, whichever comes first. If a Worker's Compensation settlement is agreed upon and approved by order of a court of competent jurisdiction, the County shall provide no further supplemental benefit under the terms of this agreement.

The employee shall not be entitled to a supplemental payment under this section in an amount that, when added to any Worker's Compensation benefit will result in the employee receiving total compensation greater than the average weekly net wage for the applicable period of time.

ARTICLE 32
ATTENDANCE

In order to ensure the Pottawattamie County Sheriff's Office provides the appropriate and timely response to the citizens of Pottawattamie County, it is the policy of Pottawattamie County to require employees to report for work punctually and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt work flow and service to the taxpayers of Pottawattamie County and therefore cannot be tolerated.

Definitions:

Unauthorized Absence:

An absence is considered to be unauthorized if the employee has not followed proper notification procedures or the absence has not been properly approved.

Tardy:

A tardy is defined as reporting to work after the designated start time at the beginning of the work shift or reporting to work late after designated lunch and break times

Sick Leave Abuse:

Sick leave abuse means the utilization of sick leave for unauthorized purposes or the misrepresentation of the actual reasons for charging an absence to sick leave. This may include a chronic or patterned use of sick leave. Supervisors will document all sick leave absences on Sick Leave Usage Control calendar in order to assist with the identification of potential sick leave abuse. Indications of sick leave abuse may include but are not limited to the following:

- a) Patterned use of sick days or unpaid leave the day before, or the day after, regularly scheduled days off.
- b) Patterned use of sick leave or unpaid leave the day before, or the day after, a holiday.
- c) Patterned illness on Holidays for which the employee is scheduled to work.
- d) Patterned use of sick leave on days that have been submitted for time off and have previously been denied.
- e) Patterned use of sick leave or unpaid leave on the same day or the week, or month.
- f) Patterned use of sick leave or unpaid leave on, or the day after, payday.

Pattern use shall be considered any three (3) or more occurrences of any one of the above or determined events in a rolling calendar year.

Procedure:

1. Employees are expected to be engaged in carrying out their duties during all scheduled work time and must be ready to begin working at their scheduled starting time. Employees shall be subject to disciplinary action for tardiness, unauthorized absences, and/or sick leave abuse.
2. Employee must notify their supervisor at least one (1) hour prior to scheduled shift whenever they are unable to report for work, know they will be late, or must leave early. The notice should include a reason for the absence and an indication of when the employee can be expected to report to work. Failure to notify the supervisor of any absence may result in loss of compensation during the absence and may be grounds for disciplinary action.
3. When an employee calls to report an absence due to illness, the supervisor will acknowledge the telephone call. Approval or denial will be administered when the employee leave records are calculated for payroll purposes. If an employee has exhausted their sick leave, the employee will not be compensated unless approval to utilize other available paid leave is received from the Sheriff or designee.
4. Employees shall not be paid for time missed due to late arrival if the time missed exceeds five (5) minutes after starting or before quitting time unless approval to utilize paid leave is received from the Sheriff or designee.
5. Employees who are delayed in reporting for work by thirty (30) minutes or more and who have not notified their supervisor in advance of their scheduled start time of their expected tardiness may lose their right to work the balance of the work day. Employees, who lose their right to work the balance of the work day, shall not receive compensation for the day unless approval to utilize paid leave is received from the Sheriff or designee. In addition, employees who report for work without proper equipment or in improper attire may not be permitted to work. Employees who report for work in a condition considered not fit for work, whether for illness or any other reason, will not be allowed to work and will be allowed to utilize appropriate accumulate leave.

6. Employees are generally expected to report for work during inclement weather conditions if Pottawattamie County does not declare an emergency closing. If Pottawattamie County closes the courthouse due to a weather emergency, essential personnel, as designated by the Sheriff are required to report for duty as scheduled.
7. Employees will not be required or permitted to work any period of time before or after scheduled starting or quitting times for the purpose of making up time lost because of tardiness or unauthorized absence.
8. Employees who are absent from work for three (3) consecutive days without giving proper notice will be considered as having voluntarily resigned. At the expiration of those three days, the Sheriff's Office will formally note the resignation and advise the employee of the action by certified mail to the employee's last known address.
9. It is incumbent upon the supervisors to report observed patterns and frequency of tardiness and the use of sick leave or unpaid leave by their employees.
10. The Sheriff's Office shall utilize a point system in regard to tardy and "no call, no show" absences.
 - A. Employees will be charged points for absences in accordance with the following:
 - Each late in (tardy) or early out, 5 minutes or more 1 point
 - 3 late in (tardy) or early outs of 3-4 minutes within a ½ point
Pay period
 - Each "no call, no show" for work 5 points

Employees shall be notified in writing when points have accrued. The written notification shall be hand delivered or put in the employee's box. The notification shall include the points charged, the reason for the points and the total number of points accrued to date. An employee who wishes to contest points charged, shall direct their question to the Chief Deputy or Sheriff.

- B. If an employee has completed their introductory period and has an absence-free quarter, then the employee shall be compensated with eight (8) hours if a non-continuous shift employee or twelve (12) hours if a continuous shift employee, of compensatory time at the straight time rate. An absence free quarter shall mean no tardies of five (5) minutes or more, no unpaid suspensions, no unpaid days off and no use of sick time.

C. The following absences will not be charged as absences when determining an absence-free quarter:

- Any paid leave approved in advance by a supervisor with the exception of sick leave; unless such leave is utilized for the purpose of sick leave.
- Worker's Compensation or sick leave utilized in conjunction with Worker's Compensation;
- Military Leave, Funeral Leave, Jury Duty, Election Duty or absence as a result of a subpoena,
- Those determined non-chargeable by the Chief Deputy after consultation with the Sheriff.

D. Employee will be disciplined for points accrued in accordance with the following:

- | | |
|---------------------|----------------------------|
| • 4 points | Oral Reprimand |
| • 6 points | Written Reprimand |
| • 8 points | 1 day suspension |
| • 10 points | 3 days suspension |
| • 12 points | 6 days suspension |
| • 14 points & above | Termination recommendation |

Points will automatically accrue according to policy and shall be based upon a "rolling" twelve (12) month period. The "rolling" 12 month period is measured backward from the date of point accrual. Points will be removed one (1) year from the date accrued.

ARTICLE 33
OFF DUTY LAW ENFORCEMENT ACTIONS

Any time spend while off-duty effectuating a felony or misdemeanor arrest (exclusive of traffic related offenses) will be compensable hours of work. Deputies working approved secondary employment within Pottawattamie County shall receive compensation from the County at the appropriate rate when required to utilize arrest powers. Such compensation shall only be for the time spent effectuating the arrest. Provisions of Article 9, B. Call Back shall not apply. The power of arrest will only be used in accordance with all Sheriff's department policies, procedures and special orders. Any compensation received by a Deputy Sheriff from a secondary employer for time spent on an arrest will be remitted back to the County by the Deputy.

In the event that an off duty arrest results in court time related to the criminal prosecution of the individual arrest, such time shall be compensable under Article 9, B Call Back.

**ARTICLE 34
EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 202~~34~~ and shall remain in full force and effect through June 30, 202~~43~~.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than September 15 of each year that it wishes to modify this Agreement.

In the event that such a notice or modification is given, negotiations shall begin no later than the first day of October following such notification.

This Agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this _____ day of _____, 202~~34~~.

POTTAWATTAMIE COUNTY
DEPUTY SHERIFFS ASSOCIATION

POTTAWATTAMIE COUNTY
BOARD OF SUPERVISORS

By _____
President

By _____
Chairman

By _____
Negotiating Member

By _____
Member

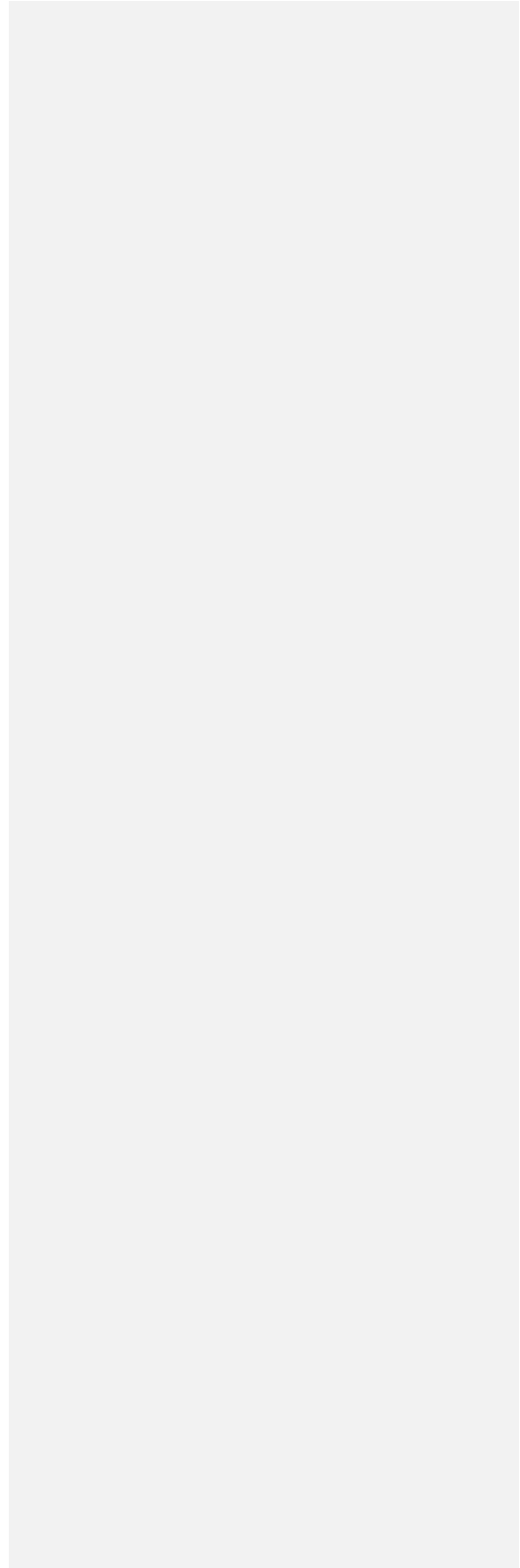
By _____
Negotiating Member

By _____
Member

By _____
Member

By _____
Member

|



WAGE SCHEDULE - APPENDIX "A"
EFFECTIVE JULY 1, 2023

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	STEP	1	2	3	4	5	6	7	8	9	10	11	Bucket 12	
GRADE 1 Office Clerk/Civil Clerk														
Annual		\$39,957	\$40,956	\$41,980	\$43,029	\$44,105	\$45,207	\$46,338	\$47,496	\$48,683	\$49,901	\$51,148	\$55,702	
Pay Period		\$1,536.80	\$1,575.22	\$1,614.60	\$1,654.97	\$1,696.34	\$1,738.75	\$1,782.22	\$1,826.77	\$1,872.44	\$1,919.25	\$1,967.23	\$2,142.40	
Hour		\$19.21	\$19.69	\$20.18	\$20.69	\$21.20	\$21.73	\$22.28	\$22.83	\$23.41	\$23.99	\$24.59	\$26.78	
Overtime		\$28.82	\$29.54	\$30.27	\$31.03	\$31.81	\$32.60	\$33.42	\$34.25	\$35.11	\$35.99	\$36.89	\$40.17	
GRADE 2 Crime Scene/Evidence Technician														
Annual		\$53,955	\$55,304	\$56,687	\$58,104	\$59,556	\$61,045	\$62,571	\$64,136	\$65,739	\$67,383	\$69,067		
Pay Period		\$2,075.20	\$2,127.08	\$2,180.26	\$2,234.76	\$2,290.63	\$2,347.90	\$2,406.60	\$2,466.76	\$2,528.43	\$2,591.64	\$2,656.43		
Hour		\$25.94	\$26.59	\$27.25	\$27.93	\$28.63	\$29.35	\$30.08	\$30.83	\$31.61	\$32.40	\$33.21		
Overtime		\$38.91	\$39.88	\$40.88	\$41.90	\$42.95	\$44.02	\$45.12	\$46.25	\$47.41	\$48.59	\$49.81		
GRADE 3 Court Security Deputy, Civil Deputy, Road Deputy														
	STEP	1	2	3	4	5	6	7	8	Bucket				
Annual		\$62,400	\$64,979	\$67,642	\$70,429	\$73,341	\$76,357	\$79,498	\$82,784	\$85,862				
Pay Period		\$2,400.00	\$2,499.20	\$2,601.60	\$2,708.80	\$2,820.80	\$2,936.80	\$3,057.60	\$3,184.00	\$3,302.40				
Hour		\$30.00	\$31.24	\$32.52	\$33.86	\$35.26	\$36.71	\$38.22	\$39.80	\$41.28				
Overtime		\$45.00	\$46.86	\$48.78	\$50.79	\$52.89	\$55.07	\$57.33	\$59.70	\$61.92				
GRADE 4 Corporal														
	STEP	1	2	3	4	5	6	7	8	Bucket				
Annual		\$64,480	\$67,059	\$69,722	\$72,509	\$75,421	\$78,437	\$81,578	\$84,864	\$87,942				
Pay Period		\$2,480.00	\$2,579.20	\$2,681.60	\$2,788.80	\$2,900.80	\$3,016.80	\$3,137.60	\$3,264.00	\$3,382.40				
Hour		\$31.00	\$32.24	\$33.52	\$34.86	\$36.26	\$37.71	\$39.22	\$40.80	\$42.28				
Overtime		\$46.50	\$48.36	\$50.28	\$52.29	\$54.39	\$56.57	\$58.83	\$61.20	\$63.42				
Calculations:		Hourly rate = 7/1/18 hourly rate x 2.25%												
		Pay Period = Hourly rate x 80 hours												
		Annual = Hourly rate x 2080 hours												
		Overtime Rate = Hourly rate x 1.5												
*Note - Figures have been rounded for the purpose of this document. Official hourly wage rates are calculated by the Auditor's office/Payroll Division														

Mark Shoemaker/Director,
Conservation and Jeff
Franco/Deputy Director,
Conservation

**Discussion and/or decision to approve contracts for
park improvements.**

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St. Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Hildreth Landscapes Inc. dba Western Iowa Utilities
20593 205th Street
Council Bluffs, IA 51503

SURETY:

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:

Pottawattamie County Conservation
227 S 6th St
Council Bluffs, IA 51501

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

Water Line Installation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of May, 2023

(Witness)

Jenna Farned

(Witness)

Hildreth Landscapes Inc. dba Western Iowa Utilities
(Principal) (Seal)

Cody H Owner
(Title)

Nationwide Mutual Insurance Company

(Surety) (Seal)

Connor Lemon
(Title) Connor Lemon, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CONNOR LEMON; DAVID STEINKRAUS, JARED WILLIS; JASON FOMENKO; JEFFREY S KEHR; KATE GREENWALD; KORTNEY TEST, LUCAS TYLERSIEL, TIME LAUDENBACK.

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021

[Handwritten Signature]

Antonio C. Albanese Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 01M 6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten Signature]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 19th day of May 2023

[Handwritten Signature]

Assistant Secretary

Western Iowa Utilities

20593 205th Street
Council Bluffs, IA 51503
7122562222
westerniowautilities@gmail.com

Estimate

ADDRESS

Hitchcock Nature Center
27792 Ski Hill Loop
Honey Creek, Iowa 51542

ESTIMATE # 1206

DATE 05/18/2023

DESCRIPTION	QTY	RATE	AMOUNT
Mt Crescent water pipe project			218,960.00
equipment and labor to install furnished "by customer" Alvenius pipe, fittings and all necessary materials to complete this project backfill/ compact and grade we will furnish concrete for up to 10 thrust blocks			
work will be warrantied if it is an installation error not if its a manufacturer defect.			

By signing this form, you are accepting this estimate and agreeing that the work will be done as stated above and payment made per "Payment Agreement". Prices do not include permits or repair fees unless stated. Any sewer/water lines exceeding 12' depth will be charged based on severity and conditions. Additional work/material due to depths greater than 12' will result in additional charges. Western Iowa Utilities will not be responsible for unmarked private utilities or lawn irrigation systems.

SUBTOTAL	218,960.00
TAX	0.00
TOTAL	\$218,960.00

Accepted By

Accepted Date



Mount Crescent
227 South 6th Street, Ste 204
Council Bluffs 51501

US0115-23-01A - April 27, 2023

Sale of TechnoAlpin Equipment Pump Station MR100 and ATASSpro



TechnoAlpin USA, Inc. · 8536 Concord Center Dr · Unit B · Englewood, CO 80112 · Phone +1-720-895-2340 · Fax +1-720-895-0100 · www.technoalpin.com
info@technoalpin.us

PUMP STATION

HIGH-PRESSURE PUMP

3.00 pcs Q= 600 gpm H=400 psi

3.00 pcs Pump alignment on site

BUTTERFLY VALVE MANUAL (Wafer) PN16

1.00 pcs Butterfly valve (Wafer) man. 6" 232psi (150/16)

3.00 pcs Butterfly valve (Wafer) man. 8" 232psi (200/16)

1.00 pcs Butterfly valve (Wafer) man. 16" 232psi (400/16)

STRAINER FILTER Y-TYPE PN16

1.00 pcs Y-Filter strainer 1,6mm 6" 232 psi (150/16)

3.00 pcs Y-Filter strainer 1,6mm 8" 232psi (200/16)

NON-RETURN VALVE "CLAPET"

3.00 pcs Non-return valve 5" 580psi (125/40)

3.00 pcs Non-return valve 6" 580psi (150/40)

VALVE WITH PNEUMATIC ACTIVATOR (MR4.0)

3.00 pcs Pneumatic ball valve s.e. DN32 PN63/100 IO-L NO

3.00 pcs Orifice

ELECTROMAGNETIC FLOW METER SIEMENS

2.00 pcs Electromagnetic flowmeter 6" 580psi (150/40)

2.00 pcs Conv.flowmeter MAG5000 24V AC/DC+wall brac.M12 cpl

AERATION VALVE

1.00 pcs Vent valve 2" 232-1450psi three functions kpl PS

BALL VALVE MANUAL

2.00 pcs Ball damper 1/2" PN100 Inox IG/IG

2.00 pcs Double nipple 1/2"m - 1/2"m

2.00 pcs Ball valve 2" 232-580psi (50/16-40)

2.00 pcs Diaframe D=xx mm d= xxmm s= x mm

MEASURING INSTRUMENTS (MR4.0)

3.00 pcs Manometer with 3Way-Valve 0-40 bar cpl

5.00 pcs Pressure transmitter (cpl) 0/10 bar max 50 IO-L

4.00 pcs Pressure transmitter (cpl) 0/100 bar max 300 IO-L

3.00 pcs Flow switch complete with display IO-L

1.00 pcs Room temperature sensor (cpl) IO-L

1.00 pcs Capacitive feeding switch kpl IO-L

US0115-23-01A - April 27, 2023

3.00 pcs Water temperature sensor -50/+150°C 1/2"G IO-L

COMPRESSOR FOR PUMP STATION

30.00 mt Air hose 8x6

1.00 pcs Air Compressor 115V 60Hz

MOUNTING AND INSTALLATION MATERIAL

1.00 pcs Flanges, gaskets and bolts

1.00 pcs Pipe mounting material, like support racks etc.

LABOR-MOUNTING AND INST. WORK PUMPST. (ON SITE)

1.00 pcs Concept design hydraulic systems

1.00 pcs Hydraulical installation not included

TOTAL PUMP STATION

130,988.68

(Delivery)

ELECTRICAL SYSTEM PUMP STATION

CONTROL CABINET

1.00 pcs Control cabinet for pump station

1.00 pcs prepared for the following consumer:

3.00 pcs Pumps

1.00 pcs Various valves and instruments

HARDWARE

1.00 pcs Lenovo TIO Display 24" for MR4.0 cpl

PLC SOFTWARE

1.00 pcs Software PLC for pump station

VARIABLE FREQUENCY DRIVE

3.00 pcs VFD 160 KW 380-480V IP54 with MS and FU FC-102 T

3.00 pcs Base for VFD IP 21 110 - 160 KW

TECHNICAL PLANNING

1.00 pcs Concept design electrical installations

CABLE AND INSTALLATION MATERIAL

1.00 pcs Cable and instal. material for control equipment

ASSEMBLY ELECTRICAL SYSTEM

US0115-23-01A - April 27, 2023

1.00 pcs Electrical mounting not included

TOTAL ELECTRICAL SYSTEM PUMP STATION 68,543.70

(Delivery)

ATASSPRO - DATA TRANSMISSION SYSTEM

COMPUTER HARDWARE COMPONENTS

1.00 pcs Computer ATASSpro
 1.00 pcs Monitor 34" UltraWide QHD 1440p
 1.00 pcs Computer keyboard in english
 1.00 pcs Emergency power supply APC Back-UPS 950VA
 1.00 pcs Industrial Fast Ethernet Switch 8
 1.00 pcs PATCH cable Kat.5E FTP L= 3 meter

DATA TRANSMISSION

1.00 pcs DATA TRANSMISSION HARDWARE
 1.00 pcs Radio modem with gateway on PC ATASSpro (USA)

ATASSpro GRAPHICAL INTERFACE SOFTWARE

1.00 pcs ATASSpro Server Software
 37.00 pcs ATASSpro - Automated Pit
 1.00 pcs ATASSpro - Machine Room

ATASSpro SOFTWARE UPDATES

1.00 pcs ATASSpro - Update Service 30-150 - annual \$1,690
 1.00 pcs ATASSpro - MobileAPP 30-150 - annual \$1,690
 1.00 pcs Include five APP licenses.

TOTAL ATASSPRO - DATA TRANSMISSION SYSTEM 22,006.65

(Delivery)

SUPERVISION and COMMISSIONING

CONSTRUCTION DRAWINGS AND DETAILS

Construction drawings and details

SUPERVISION OF CONSTRUCTION

Supervision of construction

US0115-23-01A - April 27, 2023

START-UP SESSION

Start-up session

EDUCATIONAL TRAINING

Educational training

TOTAL SUPERVISION and COMMISSIONING	29,810.40
	(Delivery)

FREIGHT

FREIGHT

Shipment will be invoiced separately

TOTAL FREIGHT	0.00
	(Delivery)

US0115-23-01A - April 27, 2023

Delivery Condition

Due to the current world political situation, TechnoAlpin reserves the right, with reference to the risk of force majeure, to cancel confirmed contracts and deliveries or to postpone deadlines.

TechnoAlpin assures you that we will do everything in our power to carry out all contracts and orders on time.

The property of the supplied material remains to Technoalpin.

The client agrees to use the supplied material according to the instruction and use manual.

The client confirms that he has got enough instructions on the proper use of the supplied material.

Technoalpin is not liable for any damage caused to humans or objects due to an improper use of the supplied material.

This order is as a mere material supply.

Technoalpin Inc does not take on any responsibility for the installation and/or laying the supplied materials, carried out by the Buyer and/or by a third Party designated by the Buyer, even if Technoalpin Inc is in charge for system commissioning and/or the first system switch on. The system start-up made by Technoalpin's technicians may be carried out only upon written Buyers notice, where the Buyer guarantees the system/installation conformity and the full systems safety, in compliance to the agreed/accepted standards.

DELIVERY CONDITIONS

Not included:

Mounting installation work of any type.

Ditch excavation and earth moving as well as transportations on the field.

Transportations on the mountain.

Pipes and installation material for lake ventilation.

Building for pump or compressor station.

Building for water intake.

Building for valve station.

Flat grid floor into pump house.

Welding pipes and installation material for pump station.

Installation material for pump station.

Pipe mounting material, like support racks etc.

Wall drilling and pass-through gaskets.

Wall drilling.

Pipe painting.

Pipe welding and installation.

Customer must make sure that for every FSL in the plan,

US0115-23-01A - April 27, 2023

Delivery Condition

there is available a length of minimally four times the diameter of the pipe
with straight line without any potential turbulence sources
like T-connections, curves, reductions, valves etc.

Customer must make sure that for every FE in the plan
there is available a length of minimally seven times the diameter of the pipe
with straight line without any potential turbulence sources
like T-connections, curves, reductions, valves etc.

Building for current transformers.

Power center with internal distribution.

Power feed lines to the electrical cabinets.

Any special equipment requested by the power company (for example "Sinusoidal frequency converter").

Any type of building installations (for example: lighting, heating, ventilation).

Elet Cabinet for power supply for the ski slope.

Lightning protection system.

Risk analysis for construction commitment of lightning protection system.

Cable and installation material for power.

Electrical installation (on site).

Customer must make sure that every component that has to be controlled from TA control cabinet
(motor starters for pumps, control units for compressors, etc.)

has the availability to accept necessary external inputs and send necessary outputs
to ensure the proper communication between the control panel and the components.

The customer has to store and dispose the waste from the building site
in accordance to the standards in force and on his own costs.

**Radio repeaters are not included in the offer. If in phase of start-up we should need to install
one or more radio repeaters they would be invoiced separately.**

Earth works like excavation of the trench as well as concret works in general.

Laying of pipeline (water, air) as well as laying of cables.

Positioning of the shaft.

Mounting & installation of shaft equipment.

Mounting and installation of snow guns.

Hotel expenses during installation we will invoice to you when commissioning is done.

Custom clearance (will be invoiced according to the custom bill at the time).

Road construction to get access to the construction area.

Delivery Condition

Fences or boundary markings.

Permits and licensing procedures.

Taxes and fees.

Everything else which is not explicitly named in this quotation.

Reservation of proprietary rights until execution of the final and complete payment of the project.

In case of quantity difference of any equipment (positive or negative) during construction phase, invoicing will be based on the unit prices of this quotation, after commissioning of the complete project.

US0115-23-01A - April 27, 2023.

Summary

		Delivery
PUMP STATION		130,988.68
ELECTRICAL SYSTEM PUMP STATION		68,543.70
ATASSPRO - DATA TRANSMISSION SYSTEM		22,006.65
SUPERVISION and COMMISSIONING		29,810.40
FREIGHT		0.00
Total	USD	251,349.43
		not incl. TAX

The present offer is valid for: 30 days

Due to the current world political situation, TechnoAlpin reserves the right, with reference to the risk of force majeure, to cancel confirmed contracts and deliveries or to postpone deadlines.

TechnoAlpin assures you that we will do everything in our power to carry out all contracts and orders on time.

PURCHASE AGREEMENT

1. Parties and Subject of the Agreement. _____ [Name], a _____ [type of entity] incorporated or organized under the laws of the State of _____ [state of incorporation/organization], with its principal place of business at _____ [address] ("Buyer"), desires to purchase from TechnoAlpin USA, Inc., a Colorado corporation ("Seller"), pursuant to the terms of this Purchase and Security Agreement (this "Agreement") certain pieces of snowmaking equipment referred to on the equipment itemizations and documents that are attached hereto in the Offer (the "Equipment"), subject to Seller's General Terms and Conditions of Sale, Rental and Delivery for Canada and the USA which can be found at <https://www.technoalpin.com/us/tc-privacy.html> which are all enclosed herein by reference and which shall apply to this Contract (collectively, the "Documents.")
2. Delivery. The Equipment shall be delivered as set forth in Seller's General Terms and Conditions of Sale, Rental and Delivery for Canada and the USA. Buyer shall check the Equipment for damage or defects upon receipt of such Equipment, and shall report any damage to the Equipment to Seller before Buyer uses or installs the Equipment.
3. Purchase Price and Payment. The purchase price for the Equipment is set forth in the Documents (the "Purchase Price").
4. Warranty. Seller's warranties related to the Equipment are set forth in Seller's Manufacturer's Representations and Warranties which can be found at <https://www.technoalpin.com/us/tc-privacy.html>
5. Indemnity. Buyer shall indemnify, defend and hold Seller, its officers, and directors (the "Indemnified Parties"), harmless from and against any and all claims, actions, suits, proceedings, damages, expenses, losses, costs, disbursements, obligations, liabilities and liens (including attorneys', accountants' and experts' fees) arising out of or relating to (a) the breach or violation by Buyer of any term, covenant, promise, agreement, representation or warranty of this Agreement, (b) injury to any person or property resulting from or based upon the actual or alleged use, operation, delivery, or transportation of any or all of the Equipment or its location or condition or as a result of the use thereof by Buyer, and (c) inadequacy of any item of the Equipment for any purpose other than stated in Section 7. Buyer shall, at its own cost and expense, defend any and all suits which may be brought against the Indemnified Parties, either alone or in conjunction with others, upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against the Indemnified Parties in any such action or actions.
6. Seller's Obligation. Seller will provide Buyer with a set of technical documentation for the Equipment, including all related technical drawings as, for example, drawings needed for the electrical installation.
7. Use of Equipment. Buyer will only use the Equipment as set forth in the instructions and



US0115-23-01A - April 27, 2023

operating manual for the Equipment provided by Seller to Buyer. Buyer shall use the Equipment under appropriate working, structural, and terrain conditions to enable to Equipment to be operated properly and safely. Buyer agrees that the Equipment shall be used only at the location set forth in Paragraph 1, above. If Buyer moves the equipment to another location prior to full payment of the Purchase Price, Buyer shall provide Seller with written notice of the new address at which the Equipment is located within five (5) business days after any change of location.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Any person executing this Agreement in a representative capacity on behalf of Buyer expressly represents and warrants personally to Seller that such person is expressly authorized by Buyer to execute this Agreement on behalf of Buyer in the representative capacity indicated and to bind Buyer legally to all provisions of this Agreement and the Documents.

9. Invoices and Other Documents. The invoices, terms of sale, and all other Documents attached hereto or executed in conjunction with this Agreement, if any, are part of this Agreement and expressly incorporated herein.

10. Miscellaneous. This Agreement represents the entire Agreement between Seller and Buyer and supersedes and replaces any other agreements or understandings between the parties, whether written or oral, entered into prior to or contemporaneously with this Agreement. This Agreement may be amended or modified by either party, but only in writing and signed by both parties

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Purchase and Security Agreement as of the dates written below.

TechnoAlpin USA Inc. _____

[Buyer Name]

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



Mount Crescent
227 South 6th Street, Ste 204
Council Bluffs 51501

US0115-23-01A - April 27, 2023

Sale of TechnoAlpin Equipment
Pump Station MR100 and ATASSpro

Total Project Amount 251,349.43 USD not incl. TAX

Terms of payment: 30 DAYS INVOICE DATE

- 40 % July 1st, 2023
- 30 % by delivery
- 30 % after commissioning

Freight: DAP - Delivered at place

Delivery schedule:
Pending contract signature

The above listed sales conditions and general contractual conditions of TechnoAlpin are applicable to this quotation. For reference look at: <https://www.technoalpin.com/en-us/tc/>

In acceptance and confirmation:

(date, signature)



Mount Crescent
227 South 6th Street, Ste 204
Council Bluffs 51501

US0115-23-02C - April 27, 2023

Sale of TechnoAlpin Equipment
2x TR8 AT, 2x TR8 AM, 4x TL8 with compressor
with all accessories



TechnoAlpin USA, Inc. · 8536 Concord Center Dr · Unit B · Englewood, CO 80112 · Phone +1-720-895-2340 · Fax +1-720-895-0100 · www.technoalpin.com
info@technoalpin.us

US0115-23-02C - April 27, 2023

PITS and FIELD CONNECTIONS

REINFORCED PIT (for tower/lift/lance)

6.00	pcs	Pit for lift 4.5m - 2 holes (entrance 31.5x31.5)
6.00	pcs	Seal for entrance 800x800 L=3330mm
6.00	pcs	Seal for Lift and Lance on pit L=1390mm
6.00	pcs	Kit dowels 4 pc bolt 7,5x60

PIT ACCESSORIES

6.00	pcs	Ladder for pit 1,5 m Aluminum
6.00	pcs	Kit dowels 2 pc bolt 7,5x60
6.00	pcs	Entrance 800x800

LATERAL CONNECTION TO HYDRANT INSTALLAT

6.00	pcs	Double nipple 2"m - 2"m Serie 3000 conic
6.00	pcs	Bend 90° 2" m GAS/ f NPT Serie 3000

AIR FREE VALVE

4.00	pcs	Vent valve 2" 232-1450psi three functions kpl PIT
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ELECTRICAL BOXES

6.00	pcs	Clamp box NEMA for 2 cable 350MCM cpl
9.00	mt	Cable 4x 10mm ² UL/CSA SOOW 7 AWG Olflex Power
2.00	pcs	Undergr. elec. pede. 480/600V without plug cpl.
4.00	pcs	Distributor Y CEE 4x20A +2p. 10A 480V Kl.2x4x25mm ²

TOTAL PITS and FIELD CONNECTIONS

27,717.00

(Delivery)

FAN GUNS

TR8 - MOBILE FAN GUN

2.00	pcs	Snow producer TR8 AM 480V 60Hz
2.00	pcs	Power supply cable AWG7 100ft without plug UL/CSA
2.00	pcs	Plug 4x60A 4x60A 480V IP67 UL/CSA
2.00	pcs	Control cable 100ft for snow producer
2.00	pcs	Circuit board E-motor for TR8 US complete
2.00	pcs	Transport support E-motor for undercarriage compl.
2.00	pcs	Radio modem with antenna and extention compl. TR8
2.00	pcs	Transport frame w. jacks Txx/ Mxx cpl
2.00	pcs	Kit mobile Undercarriage Txx/Mxx big wheels
2.00	pcs	Pulling device f. towing bar (special N.America)

US0115-23-02C - April 27, 2023

2.00	pcs	Lifting device for transport frame USA
TR8 - FAN GUN ON TOWER 1,6m		
2.00	pcs	Snow producer TR8 AT 480V 60Hz
2.00	pcs	Power supply cable AWG7 33ft without plug UL/CSA
2.00	pcs	Control cable 33ft for snow producer
2.00	pcs	Radio modem with antenna and extention compl. TR8
2.00	pcs	Keyb. SPSED color with support TR8 tower 1,6m cpl
2.00	pcs	Tower Txx H=1,6m complete
2.00	pcs	Kit dowels for Lift M24x240mm
2.00	pcs	Pressure hose 2"W OR-2"W OR feed line AT L=xxx
2.00	pcs	Pad for tower 1,6mt cpl. yellow/10cm
2.00	pcs	Protection cover GREEN - NATO for Mxx/T40/TR8

E-MOTOR

2.00	pcs	E-Motor Vers.3
2.00	pcs	Adapter EM ø19 - Hydrant int 16x16mm conic
2.00	pcs	Hydrant clamp 2" for E-motor

HYDROMAT W3 FOR FAN GUN

2.00	pcs	Hydromat W3 nipple2" snow producer with compress.
2.00	pcs	Flange connection 2" NPT for Hydromat/XE-valve
2.00	pcs	Double nipple 2"mGAS- 2"mNPT Serie 3000 galv.
2.00	pcs	Pit heater element 100W 480V HAT

TOTAL FAN GUNS

148,267.50

(Delivery)

LANCE

TL8 - LANCE WITH COMPRESSOR

4.00	pcs	Lance Pipe TLx 10M
4.00	pcs	Distributor SD8 H + Head TL8 STD cpl.
4.00	pcs	KIT Display color for lance
4.00	pcs	kit spotlight LED for TLx
4.00	pcs	Kit METEO for TLx
4.00	pcs	KIT Radiomodem for Lance TLx
4.00	pcs	Mech. support TLx with comp. & plug base 250mm
4.00	pcs	US Lance cabinet + collars compressor 480V/60Hz K
4.00	pcs	Assembly water filter for TLx 2021
1.00	pcs	Hydraulic jack for lance cpl
4.00	pcs	YC valve PN100 for connecting kit, 1"M, Atass

US0115-23-02C - April 27, 2023

4.00	pcs	KIT Extension cables for lance TLx US
4.00	pcs	Flange connection 2" NPT for Hydromat/XE-valve
4.00	pcs	Double nipple 2"mGAS- 2"mNPT Serie 3000 galv.
4.00	pcs	Hose 1" + Camlok F/F PN63 L=3000mm
4.00	pcs	Cover pad for lance compr 2 parts

TOTAL LANCE	72,263.10
	(Delivery)

START-UP

START-UP SESSION

Commissioning Snow Gun

TOTAL START-UP	1,776.00
	(Delivery)

FREIGHT

FREIGHT

Shipment will be invoiced separately

TOTAL FREIGHT	0.00
	(Delivery)

US0115-23-02C - April 27, 2023

Delivery Condition

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TechnoAlpin assures you that we will do everything in our power to carry out all contracts and orders on time.

The property of the supplied material remains to Technoalpin.

The client agrees to use the supplied material according to the instruction and use manual.

The client confirms that he has got enough instructions on the proper use of the supplied material.

Technoalpin is not liable for any damage caused to humans or objects due to an improper use of the supplied material.

This order is as a mere material supply.

Technoalpin Inc. does not take on any responsibility for the installation and/or laying the supplied materials, carried out by the Buyer and/or by a third Party designated by the Buyer, even if Technoalpin Inc. is in charge for system commissioning and/or the first system switch on.

The system start-up made by Technoalpin's technicians may be carried out only upon written Buyers notice, where the Buyer guarantees the system/installation conformity and the full systems safety, in compliance to the agreed/accepted standards.

DELIVERY CONDITIONS

Not included:

Mounting installation work of any type.

Ditch excavation and earth moving as well as transportations on the field.

Transportations on the mountain.

Concrete plinths for lances.

The customer has to store and dispose the waste from the building site in accordance to the standards in force and on his own costs.

Radio repeaters are not included in the offer. If in phase of start-up we should need to install one or more radio repeaters they would be invoiced separately.

Positioning of the shaft.

Mounting & installation of shaft equipment.

Mounting and installation of snow guns.

Road construction to get access to the construction area.

Fences or boundary markings.

Permits and licensing procedures.

Taxes and fees.

Everything else which is not explicitly named in this quotation.

Reservation of proprietary rights until execution of the final and complete payment of the project.

US0115-23-02C - April 27, 2023.

Summary

		Delivery
PITS and FIELD CONNECTIONS		27,717.00
FAN GUNS		148,267.50
LANCE		72,263.10
START-UP		1,776.00
FREIGHT		0.00
Total	USD	250,023.60

not incl. TAX

The present offer is valid for: 30 days



US0115-23-02C - April 27, 2023

Sales Contract Condition

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TechnoAlpin assures you that we will do everything in our power to carry out all contracts and orders on time.

PURCHASE AGREEMENT

1. Parties and Subject of the Agreement. _____ [Name], a _____ [type of entity] incorporated or organized under the laws of the State of _____ [state of incorporation/organization], with its principal place of business at _____ [address] ("Buyer"), desires to purchase from TechnoAlpin USA, Inc., a Colorado corporation ("Seller"), pursuant to the terms of this Purchase and Security Agreement (this "Agreement") certain pieces of snowmaking equipment referred to on the equipment itemizations and documents that are attached hereto in the Offer (the "Equipment"), subject to Seller's General Terms and Conditions of Sale, Rental and Delivery for Canada and the USA which can be found at <https://www.technoalpin.com/us/tc-privacy.html> which are all enclosed herein by reference and which shall apply to this Contract (collectively, the "Documents.")
2. Delivery. The Equipment shall be delivered as set forth in Seller's General Terms and Conditions of Sale, Rental and Delivery for Canada and the USA. Buyer shall check the Equipment for damage or defects upon receipt of such Equipment, and shall report any damage to the Equipment to Seller before Buyer uses or installs the Equipment.
3. Purchase Price and Payment. The purchase price for the Equipment is set forth in the Documents (the "Purchase Price").
4. Warranty. Seller's warranties related to the Equipment are set forth in Seller's Manufacturer's Representations and Warranties which can be found at <https://www.technoalpin.com/us/tc-privacy.html>
5. Indemnity. Buyer shall indemnify, defend and hold Seller, its officers, and directors (the "Indemnified Parties"), harmless from and against any and all claims, actions, suits, proceedings, damages, expenses, losses, costs, disbursements, obligations, liabilities and liens (including attorneys', accountants' and experts' fees) arising out of or relating to (a) the breach or violation by Buyer of any term, covenant, promise, agreement, representation or warranty of this Agreement, (b) injury to any person or property resulting from or based upon the actual or alleged use, operation, delivery, or transportation of any or all of the Equipment or its location or condition or as a result of the use thereof by Buyer, and (c) inadequacy of any item of the Equipment for any purpose other than stated in Section 7. Buyer shall, at its own cost and expense, defend any and all suits which may be brought against the Indemnified Parties, either alone or in conjunction with others, upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against the Indemnified Parties in any such action or actions.
6. Seller's Obligation. Seller will provide Buyer with a set of technical documentation for the Equipment, including all related technical drawings as, for example, drawings needed for the electrical installation.
7. Use of Equipment. Buyer will only use the Equipment as set forth in the instructions and



US0115-23-02C - April 27, 2023

Sales Contract Condition

operating manual for the Equipment provided by Seller to Buyer. Buyer shall use the Equipment under appropriate working, structural, and terrain conditions to enable to Equipment to be operated properly and safely. Buyer agrees that the Equipment shall be used only at the location set forth in Paragraph 1, above. If Buyer moves the equipment to another location prior to full payment of the Purchase Price, Buyer shall provide Seller with written notice of the new address at which the Equipment is located within five (5) business days after any change of location.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Any person executing this Agreement in a representative capacity on behalf of Buyer expressly represents and warrants personally to Seller that such person is expressly authorized by Buyer to execute this Agreement on behalf of Buyer in the representative capacity indicated and to bind Buyer legally to all provisions of this Agreement and the Documents.

9. Invoices and Other Documents. The invoices, terms of sale, and all other Documents attached hereto or executed in conjunction with this Agreement, if any, are part of this Agreement and expressly incorporated herein.

10. Miscellaneous. This Agreement represents the entire Agreement between Seller and Buyer and supersedes and replaces any other agreements or understandings between the parties, whether written or oral, entered into prior to or contemporaneously with this Agreement. This Agreement may be amended or modified by either party, but only in writing and signed by both parties

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Purchase and Security Agreement as of the dates written below.

TechnoAlpin USA Inc. _____

[Buyer Name]

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



Mount Crescent
227 South 6th Street, Ste 204
Council Bluffs 51501

US0115-23-02C - April 27, 2023

Sale of TechnoAlpin Equipment

2x TR8 AT, 2x TR8 AM, 4x TL8 with compressor
with all accessories

Total Project Amount 250,023.60 USD not incl. TAX

Terms of payment: 30 DAYS INVOICE DATE

- 40 % July 1st, 2023
- 30 % by delivery
- 30 % after commissioning

Freight: DAP - Delivered at place

Delivery schedule:
Pending contract signature

The above listed sales conditions and general contractual conditions of TechnoAlpin are applicable to this quotation. For reference look at:
<https://www.technoalpin.com/en-us/tc/>

In acceptance and confirmation:

(date, signature)



Mount Crescent
227 South 6th Street, Ste 204
Council Bluffs 51501

US0115-23-03G - April 27, 2023

Sale of TechnoAlpin Equipment
Line Material
Alvenius



TechnoAlpin USA, Inc. · 8536 Concord Center Dr · Unit B · Englewood, CO 80112 · Phone +1-720-895-2340 · Fax +1-720-895-0100 · www.technoalpin.com
info@technoalpin.us

ALVENIUS PIPELINE

ALVENIUS PIPELINE

581.00	FT	Pipe 4" 914-1450psi (100/63-100)
3,720.00	FT	Pipe 6" 914psi (150/63)
1,887.00	FT	Pipe 8" 914 psi (200/63)

COUPLINGS, COMPLETE WITH RUBBER GASKET

30.00	pcs	Coupling DE=114 PFAund=80 PFAext=69 ST77
189.00	pcs	Coupling DE=168 PFAund=80 PFAext=69 ST77
96.00	pcs	Coupling DE=219 PFAund=80 PFAext=55 ST77

BENDS

2.00	pcs	Elbow DE=114 11,25° PFAund=80 PFAext=63 Coat
2.00	pcs	Elbow DE=114 22,5° PFAund=80 PFAext=63 Coat
6.00	pcs	Elbow DE=168 11,25° PFAund=80 PFAext=63 Coat
6.00	pcs	Elbow DE=168 22,5° PFAund=80 PFAext=63 Coat
2.00	pcs	Elbow DE=168 45° PFAund=80 PFAext=63 Coat
1.00	pcs	Elbow DE=168 90° PFAund=80 PFAext=63 Coat
3.00	pcs	Elbow DE=219 11,25° PFAund=80 PFAext=40 Coat
3.00	pcs	Elbow DE=219 22,5° PFAund=80 PFAext=40 Coat
1.00	pcs	Elbow DE=219 45° PFAund=80 PFAext=40 Coat

A - PIPE WITH 2" HYDRANT CONN.

2.00	pcs	Hydrant outlet DE=114DIM2=2"PFAund=80PFAext=63
16.00	pcs	Hydrant outlet DE=168DIM2=2"PFAund=80PFAext=63
12.00	pcs	Hydrant outlet DE=219DIM2=2"PFAund=80PFAext=63

T-CONNECTION

2.00	pcs	Tee DE=168 DIM2=114 PFAund=80 PFAext=69 Coat
2.00	pcs	Tee DE=219 DIM2=219 PFAund=80 PFAext=55 Coat

PIEE REDUCER

2.00	pcs	Reducer DE=219/168 PFAund=80 PFAext=55 Coat
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CONNECTION PIECES WITH FLANGE

1.00	pcs	Flanged adapter DE=168 DN150 DIN2633 PN=40 Coat
1.00	pcs	Flanged adapter DE=219 DN200 DIN2633 PN=40 Coat
1.00	pcs	Sealset F/F kpl DN200 PN 40
1.00	pcs	Sealset F/F kpl DN150 PN 40

FREIGHT

US0115-23-03G - April 27, 2023

FOB Parking Lot

TOTAL ALVENIUS PIPELINE 237,858.55

(Delivery)

PITS and FIELD CONNECTIONS

**LATERAL CONNECTION TO HYDRANT
INSTALLAT**

60.00	pcs	Bend 90° 2" FNPT x 2" MNPT High Pressure
295.00	FT	2" steel pipe For high point along the ski slope
1.00	pcs	Vent valve 2" 232-1450psi three functions kpl PIT

MANUAL HYDRANT

25.00	pcs	Hydrant clamp 2" for E-motor
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TOTAL PITS and FIELD CONNECTIONS 14,557.27

(Delivery)

FREIGHT

FREIGHT

Shipment will be invoiced separately

TOTAL FREIGHT 0.00

(Delivery)

US0115-23-03G - April 27, 2023

Delivery Condition

Due to the current world political situation, TechnoAlpin reserves the right, with reference to the risk of force majeure, to cancel confirmed contracts and deliveries or to postpone deadlines.

TechnoAlpin assures you that we will do everything in our power to carry out all contracts and orders on time.

The property of the supplied material remains to Technoalpin.

The client agrees to use the supplied material according to the instruction and use manual.

The client confirms that he has got enough instructions on the proper use of the supplied material.

Technoalpin is not liable for any damage caused to humans or objects due to an improper use of the supplied material.

This order is as a mere material supply.

Technoalpin Inc. does not take on any responsibility for the installation and/or laying the supplied materials, carried out by the Buyer and/or by a third Party designated by the Buyer, even if Technoalpin Inc. is in charge for system commissioning and/or the first system switch on.

The system start-up made by Technoalpin's technicians may be carried out only upon written Buyers notice, where the Buyer guarantees the system/installation conformity and the full systems safety, in compliance to the agreed/accepted standards.

Any delays due lack or late Buyers written note, cannot be ascribed to Technoalpin Inc.

Hereby the sample document to be signed by the Buyer.

DELIVERY CONDITIONS

Not included:

Mounting installation work of any type.

Ditch excavation and earth moving as well as transportations on the field.

Transportations on the mountain.

Laying and installation of the field equipment.

Terrain draining.

Shaft buildings on the field.

Shaft draining system.

Building for pump or compressor station.

Building for water intake.

Building for valve station.

Flat grid floor into pump house.

Welding pipes and installation material for pump station.

Installation material for pump station.

Wall drilling and pass-through gaskets.

Wall drilling.

Delivery Condition

Pipe painting.
Pipe galvanizing.
Pipe welding and installation.
Shielded power cable for VFD.

Customer must make sure that for every FSL in the plan, there is available a length of minimally four times the diameter of the pipe with straight line without any potential turbulence sources like T-connections, curves, reductions, valves etc.

Customer must make sure that for every FE in the plan there is available a length of minimally seven times the diameter of the pipe with straight line without any potential turbulence sources like T-connections, curves, reductions, valves etc.

Building for current transformers.
Power center with internal distribution.
Power feed lines to the electrical cabinets.
Any special equipment requested by the power company (for example "Sinusoidal frequency converter").
Any type of building installations (for example: lighting, heating, ventilation).
Elet Cabinet for power supply for the ski slope.
Lightning protection system.
Risk analysis for construction commitment of lightning protection system.
Cable and installation material for power.
Electrical installation (on site).

Customer must make sure that every component that has to be controlled from TA control cabinet (motor starters for pumps, control units for compressors, etc.) has the availability to accept necessary external inputs and send necessary outputs to ensure the proper communication between the control panel and the components.

Network connections.
Welding pipes and installation material for compressor station.
Heating system when compr. is stopped.
Pipe welding and installation.
The customer has to store and dispose the waste from the building site in accordance to the standards in force and on his own costs.
Earth works like excavation of the trench as well as concret works in general.
Laying of pipeline (water, air) as well as laying of cables.

US0115-23-03G - April 27, 2023

Delivery Condition

Positioning of the shaft.

Mounting & installation of shaft equipment.

Mounting and installation of snow guns.

Hotel expenses during installation we will invoice to you when commissioning is done.

Custom clearance (will be invoiced according to the custom bill at the time).

Road construction to get access to the construction area.

Fences or boundary markings.

Permits and licensing procedures.

Taxes and fees.

Everything else which is not explicitly named in this quotation.

Reservation of proprietary rights until execution of the final and complete payment of the project.

In case of quantity difference of any equipment (positive or negative) during construction phase, invoicing will be based on the unit prices of this quotation, after commissioning of the complete project.

If additional costs arise as a result of extraordinary material price changes, these will be applied retrospectively to all materials affected

if they exceed 5% of the material costs compared to the date of confirmation of the offer.

The price developments of the respective materials over the period of 6 months are taken into account.

The respective price indexes are used as the basis for the price development.

US0115-23-03G - April 27, 2023.

Summary

		Delivery
ALVENIUS PIPELINE		237,858.55
PITS and FIELD CONNECTIONS		14,557.27
FREIGHT		0.00
Total	USD	252,415.82
		not incl. TAX

The present offer is valid for: 30 days

Sales Contract Condition

Due to the current world political situation, TechnoAlpin reserves the right, with reference to the risk of force majeure, to cancel confirmed contracts and deliveries or to postpone deadlines.

TechnoAlpin assures you that we will do everything in our power to carry out all contracts and orders on time.

PURCHASE AGREEMENT

1. Parties and Subject of the Agreement. _____ [Name], a _____ [type of entity] incorporated or organized under the laws of the State of _____ [state of incorporation/organization], with its principal place of business at _____ [address] ("Buyer"), desires to purchase from TechnoAlpin USA, Inc., a Colorado corporation ("Seller"), pursuant to the terms of this Purchase and Security Agreement (this "Agreement") certain pieces of snowmaking equipment referred to on the equipment itemizations and documents that are attached hereto in the Offer (the "Equipment"), subject to Seller's General Terms and Conditions of Sale, Rental and Delivery for Canada and the USA which can be found at <https://www.technoalpin.com/us/tc-privacy.html> which are all enclosed herein by reference and which shall apply to this Contract (collectively, the "Documents.")
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3. Purchase Price and Payment. The purchase price for the Equipment is set forth in the Documents (the "Purchase Price").
4. Warranty. Seller's warranties related to the Equipment are set forth in Seller's Manufacturer's Representations and Warranties which can be found at <https://www.technoalpin.com/us/tc-privacy.html>
5. Indemnity. Buyer shall indemnify, defend and hold Seller, its officers, and directors (the "Indemnified Parties"), harmless from and against any and all claims, actions, suits, proceedings, damages, expenses, losses, costs, disbursements, obligations, liabilities and liens (including attorneys', accountants' and experts' fees) arising out of or relating to (a) the breach or violation by Buyer of any term, covenant, promise, agreement, representation or warranty of this Agreement, (b) injury to any person or property resulting from or based upon the actual or alleged use, operation, delivery, or transportation of any or all of the Equipment or its location or condition or as a result of the use thereof by Buyer, and (c) inadequacy of any item of the Equipment for any purpose other than stated in Section 7. Buyer shall, at its own cost and expense, defend any and all suits which may be brought against the Indemnified Parties, either alone or in conjunction with others, upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against the Indemnified Parties in any such action or actions.
6. Seller's Obligation. Seller will provide Buyer with a set of technical documentation for the Equipment, including all related technical drawings as, for example, drawings needed for the electrical installation.
7. Use of Equipment. Buyer will only use the Equipment as set forth in the instructions and



US0115-23-03G - April 27, 2023

Sales Contract Condition

operating manual for the Equipment provided by Seller to Buyer. Buyer shall use the Equipment under appropriate working, structural, and terrain conditions to enable to Equipment to be operated properly and safely. Buyer agrees that the Equipment shall be used only at the location set forth in Paragraph 1, above. If Buyer moves the equipment to another location prior to full payment of the Purchase Price, Buyer shall provide Seller with written notice of the new address at which the Equipment is located within five (5) business days after any change of location.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Any person executing this Agreement in a representative capacity on behalf of Buyer expressly represents and warrants personally to Seller that such person is expressly authorized by Buyer to execute this Agreement on behalf of Buyer in the representative capacity indicated and to bind Buyer legally to all provisions of this Agreement and the Documents.

9. Invoices and Other Documents. The invoices, terms of sale, and all other Documents attached hereto or executed in conjunction with this Agreement, if any, are part of this Agreement and expressly incorporated herein.

10. Miscellaneous. This Agreement represents the entire Agreement between Seller and Buyer and supersedes and replaces any other agreements or understandings between the parties, whether written or oral, entered into prior to or contemporaneously with this Agreement. This Agreement may be amended or modified by either party, but only in writing and signed by both parties

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Purchase and Security Agreement as of the dates written below.

TechnoAlpin USA Inc. _____

[Buyer Name]

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



Mount Crescent
227 South 6th Street, Ste 204
Council Bluffs 51501

US0115-23-03G - April 27, 2023

Sale of TechnoAlpin Equipment

Line Material

Alvenius

Total Project Amount 252,415.82 USD not incl. TAX

Terms of payment: 30 DAYS INVOICE DATE

40 % July 1st, 2023
30 % by delivery
30 % after commissioning

Freight: DAP - Delivered at place

Delivery schedule:
pending contract signature

The above listed sales conditions and general contractual conditions of TechnoAlpin are applicable to this quotation. For reference look at:
<https://www.technoalpin.com/en-us/tc/>

In acceptance and confirmation:

(date, signature)

Committee Appointments

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

Received/Filed

Appendix A

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

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

TRAVEL INFORMATION

Name of Employee Traveling: Matthew D. Wilber

Department: County Attorney's Office

Destination: Nashville, Tennessee

Date of Travel: FROM: 7/7/23 TO: 7/10/23

Name of Elected Official/Department Head Authorizing Travel: Matthew D. Wilber

PURPOSE OF TRIP

1. Conference Travel

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

2 Non-Conference Travel

State Purpose: _____

Conference Name (Please give complete name) National District Attorneys Association Board Meeting

<u>Expense</u>					<u>Cost Estimate</u>
Transportation	Mileage	<input type="checkbox"/>	Airfare	<input type="checkbox"/>	
Lodging					1,507.14
Meals: Breakfast	Included	<input checked="" type="checkbox"/>	Not Included	<input type="checkbox"/>	
Lunch	Included	<input type="checkbox"/>	Not Included	<input checked="" type="checkbox"/>	80.00
Dinner	Included	<input type="checkbox"/>	Not Included	<input checked="" type="checkbox"/>	144.00
Conf./Seminar Fee					
Other:	Fuel				225.00
Total Estimated Cost					\$ 1,956.14

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

POTTAWATTAMIE COUNTY OUT-OF-STATE TRAVEL NOTIFICATION FORM

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

TRAVEL INFORMATION

Name of Employee Traveling: Brian Miller; Zach Norman; Josh Harker

Department: Pottawattamie County Sheriff's Department

Destination: Muscatatuck, IN

Date of Travel: FROM: 09-24-23 TO: 09-29-23

Name of Elected Official/Department Head Authorizing Travel: Sheriff A. Brown

PURPOSE OF TRIP

1. Conference Travel

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

2 Non-Conference Travel

State Purpose: _____

Conference Name (Please give complete name) American Tactical K9 Association Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input checked="" type="checkbox"/>	Airfare <input type="checkbox"/>	\$ 900.00
Lodging			
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	
Lunch	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	
Dinner	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	
Conf./Seminar Fee			\$ 1,950.00
Other:			\$ 265.50
Total Estimated Cost			\$ 3,115.50

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

Public Comments