

Consent Agenda

June 20, 2023

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members present with Supervisor Miller attending via phone. Chairman Shea presiding.

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. June 13, 2023, Minutes as read.
- B. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Donald Rief., d/b/a DeSoto Bend Mini Mart., Missouri Valley.
- C. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Rolling Cigars of Heartland , LLC d/b/a Rolling Cigars as a Retail Mobile Kiosk/Trailer, Council Bluffs.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Jorgensen, second by Belt, to approve Second Consideration of Ordinance No. 2023-04, an Ordinance to amend Chapter 8 “Zoning Ordinance” of the Pottawattamie County, Iowa, Code; and to adopt Ordinance No. 2023-04 into law.

POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2023-04

AN ORDINANCE to amend Chapter 8, of Pottawattamie County, Iowa Zoning Ordinance, by adding automobile, boat, farm implement and equipment, motorcycle, mobile home, trailer and truck sales, rental and service as a principal use in the I-2 (General Industrial) District.

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

SECTION 1 - AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 8.060.020.01 A. C. Principal Use in the I-2 (General Industrial) District:

8.060.020.01 A.PRINCIPAL USES: The following principal uses shall be permitted in a Class I-2 District:

- C. Automobile, boat, farm implement and equipment, motorcycle, mobile home, trailer and truck sales, rental and service.

SECTION 2 - SEVERABILITY: That should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not effect that validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 3 - REPEAL OF CONFLICTING ORDINANCES: That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4 - EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED June 20, 2023.

ROLL CALL VOTE

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

3. OTHER BUSINESS

Motion by Belt, second by Jorgensen, to approve and authorize Board to sign **Resolution No. 47-2023** entitled: RESOLUTION FOR TRANSFER FROM RURAL SERVICES FUND TO SECONDARY ROADS FUND.

RESOLUTION NO. 47-2023

RESOLUTION FOR TRANSFER FROM RURAL SERVICES FUND TO SECONDARY ROADS FUND.

WHEREAS, it is desired to transfer money from the Rural Services Fund to Secondary Roads Fund; and

WHEREAS, said transfers are in accordance with Section 331.432, Code of Iowa.

NOW THEREFORE BE IT RESOLVED, that the Pottawattamie County Board of Supervisors authorizes the following transfers:

SECTION 1: The sum of \$1,325,000 is ordered to be transferred from Rural Services Fund to Secondary Roads Fund, and

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

Dated this 20th 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

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

Jason Slack/Director, Buildings and Grounds, appeared before the Board to give an update on the ramp project for the new addition of the Courthouse. Discussion only. No action taken.

4. COMMITTEE APPOINTMENTS

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

5. RECEIVED/FILED

- A. Salary Action(s):
 - 1) Sheriff – Payroll status changes for Marc Freeman.

6. PUBLIC COMMENTS

Jim Schnoor appeared before the Board concerned about Wind Project, enforce ordinances. Do not allow variances.
Chasity Duey – Consider CSR and increase setbacks to ½ mile.

7. CLOSED SESSION

Motion by Wichman, second by Belt, to go into Closed Session pursuant to Iowa Code 21.5.(1)(i) for discussion and/or decision on personnel matters.

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

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

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

Motion by Wichman, second by Belt, to go into Closed Session pursuant to Iowa Code 21.5.(1)(i) for discussion and/or decision on personnel matters.

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

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

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

8. ADJOURN

Chairman Shea adjourned the meeting at 11:45 A.M.

Brian Shea, Chairman

ATTEST:

Melvyn Houser, County Auditor

APPROVED: June 27, 2023

PUBLISH: X

Scheduled Sessions

Don Uhlig/Executive Director,
Southwest Iowa Juvenile Detention

**Recognition of Don Uhlig 30 years of service
with the Southwest Iowa Juvenile Detention
Center.**

Andy Brown/Sheriff

Discussion and/or decision to approve and authorize Chairman to sign Law Enforcement Services Contracts between Pottawattamie County and the following: City of Avoca, City of Carson, City of Crescent, City of Hancock, City of Macedonia, City of McClelland, City of Minden, City of Neola, City of Oakland, City of Treynor, City of Underwood, and City of Walnut.

**CITY OF AVOCA
RESOLUTION 23-0418-02**

ACCEPTING CONTRACT WITH POTTAWATTAMIE COUNTY SHERIFF

WHEREAS, the City strives to provide a safe quality of life for its residents; and

WHEREAS, the City provides police protection for their residents;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Avoca, Iowa, that the City Council authorizes the Mayor to enter into an agreement with the Pottawattamie County Iowa Sheriff.

PASSED AND APPROVED THIS 18th DAY OF April, 2023.



Tom Bruck, Mayor

ATTEST:



Teresa M Hoepner, City Clerk

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023, the incorporated **City of Avoca, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement to provide Law Enforcement Services.

1. Term. The initial term of this Agreement shall be July 1, 2023 through June 30, 2024. Additional one year terms (contract year) beginning on July 1st of each year may be agreed to in writing by the parties. The Agreement shall be reviewed annually in December of the current contract year. If an Agreement is not reached, in whole or part, by the end of December in current contract year, this Agreement shall automatically terminate on June 30 of the following year.
2. Services. The County will provide the City with limited law enforcement services by and through the Pottawattamie County Sheriff's Office. These services will include, but not be limited to the following:
 - A. *Basic Services*. The County shall provide law enforcement coverage when the City of Avoca's Police Department is not on duty. The County does not guarantee any specific hours of patrol but agrees to respond to all law enforcement calls placed to the Pottawattamie County Communications Department during hours when the City police are not on duty. Follow-up investigations will also be completed by the County when that incident originated with a call taken by the County. The County will also assist the Avoca Police Department with additional investigations when requested.
3. Fees. In consideration for the law enforcement services described above, City agrees to pay County as follows:
 - A. *Basic Services*. City will pay an annual sum of \$21,218.00 to the County. This shall be billed by the Pottawattamie County Sheriff's Office and shall be paid in equal quarterly installments of \$5,304.50 to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.
4. Liability. City shall not be required to assume any liability for the payment of salaries, wages, or other compensation for any County personnel performing services under this Agreement and shall not be liable for compensation for any indemnity to any County employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. The County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of the City, its officer or employees, and the City shall hold the County, its officers and

employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. The City is not responsible for any act, injury or damage arising out of the performance of this Agreement by the County, and in case any claims are made by any third party, the County shall defend, indemnify, and hold harmless City for the actions of the County, its officers and employees.

5. Termination. This Agreement may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail to or personal service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of Avoca.

6. Recording. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State. Signatures will include the Mayor of Avoca, Iowa; the City Clerk of Avoca, Iowa; the Pottawattamie County Sheriff; Pottawattamie County Auditor and the Chairperson of the Board of Supervisors. The City seal shall be affixed to the Agreement before returning to the County for filing.

Chair, Pottawattamie County
Board of Supervisors

Tom Brand
Mayor

Pottawattamie County Auditor

Lena M Hoepner
City Clerk

Andy Brown
Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023 ,the incorporated **City of Carson , Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.57 (based on the 2020 census figures of 812) to County, which amounts to the annual sum of \$14,224.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. If City wishes to contract for additional coverage service, the Sheriff's Office will execute an addendum to this agreement to provide the cost of such additional service.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2023, and shall continue for one year ending on the 30th day of June, 2024. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Carson, Iowa, the City Clerk of Carson, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify, and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors

Tim Todd

Mayor

Melvyn J. Houser
Pottawattamie County Auditor

Brianne Oueda

City Clerk

AB 78-1

Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023 ,the incorporated **City of Crescent , Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.25 (based on the 2020 census figures of 812) to County, which amounts to the annual sum of \$11,458.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. If City wishes to contract for additional coverage service, the Sheriff's Office will execute an addendum to this agreement to provide the cost of such additional service.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.


5. This contractual agreement shall commence on the 1st day of July, 2023, and shall continue for one year ending on the 30th day of June, 2024. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Crescent, Iowa, the City Clerk of Crescent, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify, and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors



Mayor

Melvyn J. Houser
Pottawattamie County Auditor



City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023, the incorporated **City of Hancock, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.20 (based on the 2020 census figures of 200) to County, which amounts to the annual sum of \$3,640.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

~~3. If City wishes to contract for additional coverage service, the Sheriff's Office will execute an addendum to this agreement to provide the cost of such additional service.~~

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

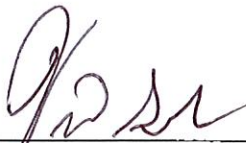
5. This contractual agreement shall commence on the 1st day of July, 2023, and shall continue for one year ending on the 30th day of June, 2024. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Hancock, Iowa, the City Clerk of Hancock, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify, and hold harmless City.


8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors




Mayor

Melvyn J. Houser
Pottawattamie County Auditor



City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023, the incorporated City of Macedonia, Iowa, hereinafter referred to as "City", and Pottawattamie County, Iowa, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$17.11 (based on the 2020 census figures of 812) to County, which amounts to the annual sum of \$4,568.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

~~3.~~ If City wishes to contract for additional coverage service, the Sheriff's Office will execute an addendum to this agreement to provide the cost of such additional service.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2023, and shall continue for one year ending on the 30th day of June, 2024. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Macedonia, Iowa, the City Clerk of Macedonia, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify, and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors

Melvia Clark

Mayor

Melvyn J. Houser
Pottawattamie County Auditor

Monica Mahan

City Clerk

Andy Brown

Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023, the incorporated **City of McClelland, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$19.20 (based on the 2020 census figures of ~~812~~) to County, which amounts to the annual sum of \$2,804.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. If City wishes to contract for additional coverage service, the Sheriff's Office will execute an addendum to this agreement to provide the cost of such additional service.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2023, and shall continue for one year ending on the 30th day of June, 2024. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of McClelland, Iowa, the City Clerk of McClelland, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify, and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors

Mayor



Melvyn J. Houser
Pottawattamie County Auditor

City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)



LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023 ,the incorporated **City of Minden , Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

 2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.54 (based on the 2020 census figures of 812) to County, which amounts to the annual sum of \$11,123.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.
- (PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)
3. If City wishes to contract for additional coverage service, the Sheriff's Office will execute an addendum to this agreement to provide the cost of such additional service.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2023, and shall continue for one year ending on the 30th day of June, 2024. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Minden, Iowa, the City Clerk of Minden, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify, and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors

Mayor



Melvyn J. Houser
Pottawattamie County Auditor

City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)



LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023, the incorporated **City of Neola, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

 2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$17.03 (based on the 2020 census figures of 812) to County, which amounts to the annual sum of \$15,636.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.
- (PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)
3. If City wishes to contract for additional coverage service, the Sheriff's Office will execute an addendum to this agreement to provide the cost of such additional service.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2023, and shall continue for one year ending on the 30th day of June, 2024. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Neola, Iowa, the City Clerk of Neola, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify, and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors

Karlo Rogge

Mayor

Melvyn J. Houser
Pottawattamie County Auditor

Heidi E...

City Clerk

AB 78-1

Andy Brown
Pottawattamie County Sheriff



LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023, the incorporated **City of Oakland, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$18.61 (based on the 2020 census figures of 812) to County, which amounts to the annual sum of \$28,356.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. If City wishes to contract for additional coverage service, the Sheriff's Office will execute an addendum to this agreement to provide the cost of such additional service.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

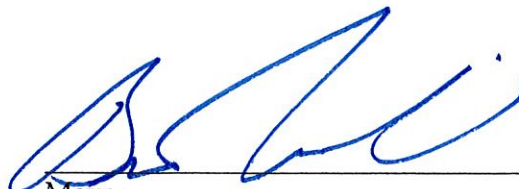
5. This contractual agreement shall commence on the 1st day of July, 2023, and shall continue for one year ending on the 30th day of June, 2024. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Oakland, Iowa, the City Clerk of Oakland, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify, and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors




Mayor

Melvyn J. Houser
Pottawattamie County Auditor



City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023 ,the incorporated **City of Treynor , Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

 2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$34.55 (based on the 2020 census figures of 812) to County, which amounts to the annual sum of \$35,654.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.
- (PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)
3. That City wishes to contract for additional guaranteed coverage within the City limits of City. In consideration for this extra coverage, County is guaranteeing 2 hours of patrol / coverage per day within the City limits of City. The cost of this additional coverage is \$9,294.00

for an hour of additional coverage for 365 days during the year. This amount shall be paid in equal quarterly installments as set forth in Paragraph 2.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2023, and shall continue for one year ending on the 30th day of June, 2024. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Treynor, Iowa, the City Clerk of Treynor, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify, and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors

Allen Hadfield

Mayor

Melvyn J. Houser
Pottawattamie County Auditor

Michael Salter

City Clerk

AB

Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)



LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023, the incorporated **City of Underwood, Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$17.85 (based on the 2020 census figures of ^{934 CS} 812 to County, which amounts to the annual sum of \$17,029.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.

(PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)

3. If City wishes to contract for additional coverage service, the Sheriff's Office will execute an addendum to this agreement to provide the cost of such additional service.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

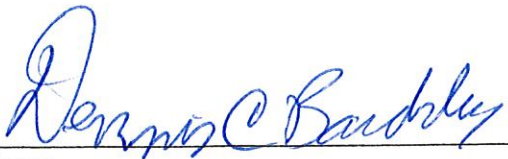
5. This contractual agreement shall commence on the 1st day of July, 2023, and shall continue for one year ending on the 30th day of June, 2024. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Underwood, Iowa, the City Clerk of Underwood, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.


7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify, and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors


Mayor

Melvyn J. Houser
Pottawattamie County Auditor


City Clerk


Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

LAW ENFORCEMENT SERVICES CONTRACT

On this 1st day of July, 2023 ,the incorporated **City of Walnut , Iowa**, hereinafter referred to as "City", and **Pottawattamie County, Iowa**, hereinafter referred to as "County", enter into the following agreement:

1. The County will provide the City with law enforcement services through the Pottawattamie County Sheriff's Office. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (including animal control citations) at request.
 - C. Housing inmates who have been incarcerated under a city ordinance without charge to the city.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial building for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Providing a detective division to investigate crimes and conduct on-going investigations.
 - H. Providing services by the Pottawattamie County Drug Task Force.
 - I. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - J. Routine patrols and special patrols upon request by the mayor or members of the city council.
 - K. Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gasoline and oil, tires, and maintenance, uniforms, and all other personal equipment for sheriff's deputies.

 2. In consideration for the law enforcement services above described, City will pay a per capita rate of \$19.51 (based on the 2020 census figures of 812) to County, which amounts to the annual sum of \$14,577.00. This shall be billed by the Pottawattamie County Sheriff's Office and paid in equal quarterly installments to the Pottawattamie County Sheriff's Office on July 1, October 1, January 1, and April 1.
- (PARAGRAPH 3 IS OPTIONAL: STRIKE IF CITY DOES NOT INTEND TO CONTRACT FOR ADDITIONAL COVERAGE)
3. If City wishes to contract for additional coverage service, the Sheriff's Office will execute an addendum to this agreement to provide the cost of such additional service.

4. Law enforcement policy, regulations and other matters pertaining to the employment of Pottawattamie County Deputy Sheriffs are to be determined solely by the Pottawattamie County Sheriff. The Pottawattamie County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Pottawattamie County Sheriff's Office.

5. This contractual agreement shall commence on the 1st day of July, 2023, and shall continue for one year ending on the 30th day of June, 2024. The contract shall be reviewed annually in December of the contract year. This Agreement is renewable on an annual basis upon mutual agreement of the parties herein. If agreement is not reached by the end of December in the given contract year, this contract shall automatically terminate on June 30 of the following year.

6. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Pottawattamie County Recorder. Signatures will include the Mayor of Walnut, Iowa, the City Clerk of Walnut, Iowa, the Pottawattamie County Sheriff, Pottawattamie County Auditor, and the Chairperson of the Board of Supervisors. The city seal shall be affixed to the contract before returning to the county for filing.

7. City shall not be required to assume any liability for payment of salaries, wages or other compensation for any county personnel performing services under this contract and shall not be liable for compensation for any indemnity to any county employee for injury or sickness arising out of his/her employment, and the County agrees to hold harmless the City against any such claim. County, its officers, and employees, shall not be deemed to assume any liability for intentional or negligent acts of City, its officers or employees, and City shall hold County, its officers and employees harmless there from, and shall defend said County and its officers and employees against any claim for damages resulting there from. City is not responsible for any act, injury or damage arising out of the performance of this contract by County, and in case any claim is made by any third party, County shall defend, indemnify, and hold harmless City.

8. This contract may be terminated by either party for any reason. Termination is effective upon a three (3) month written notice to either party, and this shall be accomplished by certified mail or personal service by service upon the Pottawattamie County Board of Supervisors at 227 South 6th Street, Council Bluffs, Iowa 51501, or upon written notice to the City Clerk of City.

Chair, Pottawattamie County
Board of Supervisors



Mayor

Melvyn J. Houser
Pottawattamie County Auditor



City Clerk



Andy Brown
Pottawattamie County Sheriff

(CITY SEAL)

**Andy Brown/Sheriff and Jeff Theulen/Chief
Deputy, Sheriff's Office**

**Discussion and/or decision to approve and
authorize Chairman to sign Interlocal
Agreement with OPPD to stay on the Orion
radio system.**

**SECOND AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
AMONG
OMAHA PUBLIC POWER DISTRICT,
DOUGLAS COUNTY, NEBRASKA,
WASHINGTON COUNTY, NEBRASKA,
SARPY COUNTY, NEBRASKA,
FREMONT/DODGE COUNTY COMMUNICATIONS CENTER
AND
POTTAWATTAMIE COUNTY, IOWA
RELATING TO A LAND MOBILE RADIO SYSTEM SHARING AGREEMENT**

EXHIBITS

<u>Exhibit #</u>	<u>Name</u>	<u>Page(s)</u>
1(f)	Douglas County Master Site Equipment List	49
1(u)	Sarpy County Master Site Equipment List	50
6.1	Cost Formula / Maintenance Costs	51
6.1.1	Call Out Procedures, Numbers and Severity Levels	52

**SECOND AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
AMONG
OMAHA PUBLIC POWER DISTRICT, DOUGLAS COUNTY, NEBRASKA,
WASHINGTON COUNTY, NEBRASKA, SARPY COUNTY, NEBRASKA,
FREMONT/DODGE COUNTY COMMUNICATIONS CENTER
AND
POTTAWATTAMIE COUNTY, IOWA
RELATING TO A LAND MOBILE RADIO SYSTEM SHARING AGREEMENT**

THIS SECOND AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into this [_____] day of _____, 2023 ("Effective Date"), by and among OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD"), DOUGLAS COUNTY, NEBRASKA, a political subdivision of the State of Nebraska ("Douglas County"), WASHINGTON COUNTY, NEBRASKA, a political subdivision of the State of Nebraska ("Washington County"), SARPY COUNTY, NEBRASKA, a political subdivision of the State of Nebraska ("Sarpy County"), Fremont/Dodge County Communications Center ("FDCC"), a public safety agency and political entity created by an Interlocal Agreement, and POTTAWATTAMIE COUNTY, IOWA a political subdivision of the State of Iowa ("Pottawattamie County") (individually a "Party" and, together, the "Parties").

RECITALS

WHEREAS, OPPD is a public power district established under the laws of the State of Nebraska which provides electric service to customers in the Omaha metropolitan area and other parts of Eastern Nebraska; and

WHEREAS, Douglas County is a political subdivision of the State of Nebraska which, among other functions, carries out emergency response activities through the Douglas County 911 Center; and

WHEREAS, Washington County is a political subdivision of the State of Nebraska which, among other functions, carries out emergency response activities through its 911 center; and

WHEREAS, Sarpy County is a political subdivision of the State of Nebraska which, among other functions, carries out emergency response activities through its 911 center; and

WHEREAS, Dodge County, Nebraska and City of Fremont, Nebraska are political subdivisions of the State of Nebraska which, among other functions, carry out emergency response activities through their 911 center; and the FDCC, which is comprised of both Dodge County, Nebraska and the City of Fremont, Nebraska emergency communications, is a public safety agency and political entity created by an Interlocal Agreement, located in the City of Fremont, Dodge

County, Nebraska which, among other functions, carries out emergency response activities through its 911 center.

WHEREAS, Pottawattamie County is a political subdivision of the State of Iowa which, among other functions, carries out emergency response activities through its 911 center; and

WHEREAS, OPPD, Douglas County, Washington County, Sarpy County, FDCC and Pottawattamie County each require reliable communications systems to support their activities; and

WHEREAS, effective April 27, 2004, OPPD and Douglas County entered into an Interlocal Cooperation Agreement ("OPPD/Douglas County Agreement") with respect to the shared use of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, effective 2006, OPPD, Douglas County and Washington County entered into an Agreement ("OPPD/Douglas County/Washington County Agreement") to engage in the shared use of certain land mobile radio system equipment; and

WHEREAS, effective July 5, 2006, OPPD and Washington County entered into an Interlocal Cooperation Agreement ("OPPD/Washington County Agreement") with respect to the sharing of communication infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, effective July 29, 2010, OPPD, Douglas County and Pottawattamie County entered into an Agreement ("OPPD/Douglas County/Pottawattamie County Agreement") to engage in the shared use of certain land mobile radio system equipment; and

WHEREAS, effective 2010, OPPD and Pottawattamie County entered into an Interlocal Cooperation Agreement ("OPPD/Pottawattamie County Agreement") with respect to the sharing of communication infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, effective January 16, 2018, OPPD, Douglas County, Washington County and Pottawattamie County amended, restated and superseded the OPPD/Douglas County Agreement, OPPD/Douglas County/Washington County Agreement, OPPD/Washington County Agreement, OPPD/Douglas County/Pottawattamie County Agreement and OPPD/Pottawattamie County Agreement by entering into that certain Interlocal Cooperation Agreement ("Original Interlocal Agreement") with respect to the sharing of communication infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, effective July 17, 2018, Sarpy County, OPPD, Douglas County, Washington County and Pottawattamie County entered into that certain memorandum of understanding (the "MOU") with respect to the negotiation of a contract regarding the sharing of communication

infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, effective December 13, 2018, Sarpy County, OPPD, Douglas County, Washington County and Pottawattamie County entered into that First Amended and Restated Interlocal Cooperation Agreement with respect to the sharing of communication infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, via this Agreement FDCC desires to become a party to that certain First Amended and Restated Interlocal Cooperation Agreement, dated December 13, 2018, and participate in all of the rights and responsibilities required of a party thereto; and

WHEREAS, Sarpy County, OPPD, Douglas County, Washington County and Pottawattamie County desire to enter into a definitive agreement with FDCC with respect to the sharing of communication infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq. the Parties wish to enter into a contract to engage in the shared use and maintenance of certain equipment in order to carry out their respective operations in a more efficient and effective fashion.

WHEREAS, OPPD, Douglas County, Washington County, Sarpy County, FDCC, and Pottawattamie County now wish to amend and restate the First Amended and Restated Interlocal Cooperation Agreement dated December 13, 2018, in its entirety as hereinafter provided.

WHEREAS, the Parties intend for this Agreement to supersede all prior agreements (as previously referenced herein) between and among the Parties related to sharing a land mobile radio system, so that one agreement (this Agreement) governs the Parties hereto.

WHEREAS, each Parties governing board has authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sarpy County, OPPD, Douglas County, Washington County, FDCC and Pottawattamie County agree, to the extent that each is a party, that the First Amended and Restated Interlocal Cooperation Agreement dated December 13, 2018, is hereby amended and restated in its entirety so that this Agreement supersedes such prior agreements between and among the parties and the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms are defined:

(a) "Channel(s)" shall mean any available frequency which is determined by the Federal Communications Commission ("FCC") now or that could be licensed in the future – for example, 700 MHz, 800 MHz, 900 MHz, etc.

(b) "FDCC Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to FDCC by the FCC.

(c) "FDCC Sites" shall mean the communication sites and equipment owned and operated by the FDCC.

(d) "FDCC System" shall mean the entire 700/800 MHz land mobile radio system operated by FDCC in support of its emergency response operations and the FDCC Sites.

(e) "Douglas County Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to Douglas County by the FCC.

(f) "Douglas County Master Site Equipment" shall mean the Douglas County equipment identified on Exhibit 1(f) hereof. Douglas County Master Site Equipment means equipment on Exhibit 1(f) and physically located at the Douglas County Master Site, but excludes any equipment that may be co-located at or with the Douglas County Master Site Equipment but benefits less than all the Parties, for example, including but not limited to siren equipment. If the event of a question or discrepancy regarding the inclusion of equipment in the Douglas County Master Site Equipment, Douglas County shall be the final authority with respect to what equipment is included in the Douglas County Master Site Equipment. Douglas County will then update, as needed, Exhibit 1(f).

(g) "Douglas County Master Site" shall mean the physical location of the Douglas County Master Site Equipment which is currently at 3603 North 156th Street Omaha Nebraska.

(h) "Douglas County Sites" shall mean the communication sites and equipment owned and operated by Douglas County.

(i) "Douglas County System" shall mean the entire 700/800 MHz land mobile radio system operated by Douglas County in support of its emergency response operations, including but not limited to the Douglas County Master Site Equipment (as that term is defined herein) and Douglas County Sites.

(j) "DSR Master Site" shall mean the dynamic system resilience master site created when the Douglas County Master Site Equipment and the Sarpy County Master Site Equipment are integrated together into one DSR system.

(k) "DSR Master Site Equipment" shall mean the combined Douglas County Master Site Equipment and the Sarpy County Master Site Equipment integrated together to make the DSR Master Site.

(l) "Force Majeure" shall have the meaning set forth in section 19 hereof.

(m) "OPPD Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to OPPD by the FCC.

(n) "OPPD Sites" shall mean the communication sites owned and operated by OPPD.

(o) "OPPD System" shall mean the land mobile communication system that is operated by OPPD in support of its electric utility operations, including but not limited to the OPPD Infrastructure and OPPD Sites.

(p) "Pottawattamie County Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to Pottawattamie County by the FCC.

(q) "Pottawattamie County System" shall mean the entire 700/800 MHz land mobile radio system operated by Pottawattamie County in support of its emergency response operations and Pottawattamie Sites.

(r) "Pottawattamie County Sites" shall mean the communications sites and equipment owned and operated by Pottawattamie County.

(s) "Subscriber Units" shall mean each mobile, portable, handset control station and radio consoles that have a specific radio identification number. A single radio console will be treated as one Subscriber Unit for purposes of determining costs.

(t) "Sarpy County Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to Sarpy County by the FCC.

(u) "Sarpy County Master Site Equipment" shall mean the Sarpy County equipment identified on Exhibit 1(u) hereof. Sarpy County Master Site Equipment means equipment on Exhibit 1(u) and physically located at the Sarpy County Master Site, but excludes any equipment that may be co-located at or with the Sarpy County Master Site Equipment but benefits less than all the Parties, for example, including but not limited to siren equipment. In the event of a question or discrepancy regarding the inclusion of equipment in Sarpy County Master Site Equipment, Sarpy County shall be the final authority with respect to what equipment is included in Sarpy County Master Site Equipment. Sarpy County will then update, as needed, Exhibit 1(u).

(v) "Sarpy County Master Site" shall mean the physical location of the Sarpy County Master Site Equipment which is currently 1210 Golden Gate Drive, Papillion, NE 68046 (Sarpy County Emergency Communications).

(w) "Sarpy County Sites" shall mean the communication sites and equipment owned and operated by Sarpy County.

(x) "Sarpy County System" shall mean the entire 700/800 MHz land mobile radio system operated by Sarpy County in support of its emergency response operations, including but not limited to the Sarpy County Master Site Equipment (as that term is defined herein) and Sarpy

County Sites.

(y) "System Upgrade Agreement or SUA" shall mean an agreement entered into by a Party with Motorola or other vendor, if another vendor is contracted with to provide these services in the future, for any required software upgrades.

(z) "Security Update Services Agreement" shall mean an agreement entered into by a Party with Motorola or other vendor, if another vendor is contracted with to provide these services in the future for security services.

(aa) "Motorola Services" shall mean the third party services provided for the Douglas County Master Site Equipment and the Sarpy County Master Site Equipment including but not limited to the services described in the System Upgrade Agreement or SUA and the Security Update Services Agreement for the DSR Master Site. At the execution of this Agreement, the Parties contemplate that these services will be provided by Motorola but if another vendor is contracted with to provide such services in the future, the Parties intend for this definition to apply to the alternate vendor's services. The cost for all such Motorola Services shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7. Motorola Services expressly excludes the services to be provided by Motorola pursuant to Section 3.4 hereunder.

(bb) "Radio User License" shall mean the licenses required by Motorola for each 1000 users.

(cc) "Term" shall mean the Initial Term and all Renewal Terms as such terms are defined in Section 9.1 of this Agreement.

(dd) "Washington County Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to Washington County by the FCC.

(ee) "Washington County Sites" shall mean the communications sites and equipment owned and operated by Washington County.

(ff) "Washington County System" shall mean the entire 700/800 MHz land mobile radio system operated by Washington County in support of its emergency response operations and Washington County Sites.

2. Frequencies and Compliance.

2.1 The Douglas County Licensed Frequencies, Sarpy County Licensed Frequencies, OPPD Licensed Frequencies, Washington County Licensed Frequencies, FDCC Licensed Frequencies and Pottawattamie County Licensed Frequencies are each in good standing with the FCC.

2.2 Each Party shall remain the licensee of its respective FCC frequencies and the owner of its respective communications system, sites, facilities, equipment and Subscriber Units

during the term of this Agreement. Notwithstanding any other provision in this Agreement, each Party shall retain and exercise full control and ownership over its respective FCC frequencies, system, sites, facilities, equipment and Subscriber Units.

2.3 Each Party shall be responsible for maintaining its FCC licenses in good standing, and shall be responsible for any legal fees or other costs incurred in connection with its FCC licenses.

2.4 The Parties shall comply with all applicable statutes, ordinances, regulations, administrative or judicial orders, and other legal requirements, including but not limited to regulations and orders of the FCC, and shall cooperate reasonably with each other to maintain such compliance under this Agreement.

3. DSR Master Site Equipment and Infrastructure.

3.1 Douglas County owns and operates the Douglas County System, including but not limited to the Douglas County Master Site Equipment and the Douglas County Sites.

3.2 Sarpy County owns and operates the Sarpy County System, including but not limited to the Sarpy County Master Site Equipment and the Sarpy County Sites.

3.3 Each of OPPD, Washington County and Pottawattamie County owns and operates their respective systems.

3.4 In the event that the Douglas County Master Site Equipment is moved from 3603 N. 156th Street or the Sarpy County Master Site Equipment is moved from 1210 Golden Gate Drive, Papillion, NE 68046, then Douglas County or Sarpy County, as applicable, will provide written notice to all the Parties with 180 days' notice or if 180 days' notice is not possible, then as soon as practicable. In the event of such master site equipment move (whether the Douglas County Master Site Equipment or the Sarpy County Master Site Equipment), the Parties will discuss and mutually agree to the cost allocation among the Parties.

3.5 Each Party to this Agreement shall be responsible for the purchase, replacement and repair of the Subscriber Units required for its own communications operations.

4. Shared Use of DSR Master Site.

4.1 The Parties shall share the use and costs of the DSR Master Site Equipment in accordance with and subject to the terms and conditions of this Agreement. It is intended and contemplated by the Parties with respect to the administration and maintenance of the DSR Master Site Equipment that the Parties will share the Motorola Services and System Administration Services costs as more fully described herein and that should additional DSR Master Site Equipment costs arise in the future, which may not be covered in this Agreement, the Parties will review and incorporate those costs into this Agreement so that they will be shared pursuant to the Cost Formula or as otherwise agreed to by the Parties.

4.2 Each Party may purchase and install and operate its own respective Subscriber Units and other communications equipment so that such equipment has access to and use of the DSR Master Site Equipment, as needed to continuously and reliably operate their respective sites and systems.

4.3 At any time during the Term of this Agreement, upon written notice to Douglas County and Sarpy County, and at no additional cost, Douglas County and Sarpy County shall work together to provide for access to and use of the DSR Master Site Equipment to the notifying Party for such Party to add additional voice and/or mobile data sites and/or additional channels to such Party's land mobile radio system (which shall be at such Party's sole expense); provided, that, such additions cause no material adverse impact on the communications system or operations of Douglas County, Sarpy County or any of the other Parties. The Parties may amend this Agreement as provided herein to specify the purchase and use of additional equipment to facilitate the use of the DSR Master Site Equipment.

4.4 The Parties shall share responsibility for all costs related to the Motorola Services (per the Cost Formula set forth in Section 7). In addition, Sarpy County, Douglas County, OPPD, Washington County, FDCC, and Pottawattamie County, and any other entity using the Master Site Equipment, shall comply with Motorola, Douglas County and Sarpy County's policies, for entry or access, security policies and procedures related to the Master Site Equipment, as modified from time to time and delivered to the Parties.

4.5 Intentionally omitted.

4.6 Each Party shall be responsible for its own additional Radio User License costs incurred during the Term of this Agreement.

5. Use of Shared Systems.

5.1 On an occasional basis and at no cost, Douglas County agrees to permit OPPD, Washington County, Sarpy County, FDCC and Pottawattamie County to access the Douglas County System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.2 On an occasional basis and at no cost, OPPD agrees to permit Douglas County, Washington County, Sarpy County, FDCC and Pottawattamie County to access the OPPD System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.3 On an occasional basis and at no cost, Washington County agrees to permit Douglas County, OPPD, Sarpy County, FDCC and Pottawattamie County to access the Washington County System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.4 On an occasional basis and at no cost, Pottawattamie County agrees to permit Douglas County, OPPD, Sarpy County, FDCC and Washington County to access the Pottawattamie County System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.5 On an occasional basis and at no cost, Sarpy County agrees to permit Douglas County, OPPD, Washington County, FDCC and Pottawattamie County to access the Sarpy County System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.6 On an occasional basis and at no cost, FDCC agrees to permit Douglas County, OPPD, Washington County, Sarpy County and Pottawattamie County to access the FDCC System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.7 With the exception of the DSR Master Site Equipment, each Party may limit, condition, or suspend the other Parties' use, in whole or in part, of the respective Party's system in the event that such use, in the sole judgment of the owning Party, (1) impairs such Party's use of their owned system, or (2) results in a violation of an FCC rule or requirement or other applicable law.

5.8 The Parties understand and agree that, for reasons of efficiency, interoperability or otherwise, it may be advisable or desirable to allow other parties to access the DSR Master Site Equipment. The Parties shall cooperate reasonably to amend this Agreement, and take any other appropriate steps, to effect the addition of such other parties under a fair and non-disruptive framework if fully agreed upon by the Parties and any such new parties as provided herein.

6. Summary of Fees and Technical Support and Maintenance.

6.1 Summary of Fees:

6.1.1 Douglas County and Sarpy County will repair and maintain and provide system administration services (System Administration Services) including but not limited to twenty-four (24) hour 7 days per week monitoring, for the DSR Master Site Equipment pursuant to Severity Level Guidelines set forth in Exhibit 6.1.1. Notwithstanding the foregoing, the Parties shall share and pay for any augmented services to repair and maintain the DSR Master Site Equipment in accordance with the Cost Formula set forth in Section 7. The System Administration Services costs shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7; provided that, during the period of time that Douglas County and Sarpy County are providing the System Administration Services for the DSR Master Site Equipment pursuant to Section 6.1.1 and 6.2, Sarpy County will pay its proportionate share under the Cost Formula set forth in Section 7 to itself and each of the other Parties' proportionate shares under the Cost Formula set forth in Section 7 shall be paid to Douglas County. This fee allocation will be evaluated by the Parties from time-to-time and the Parties will make any equitable adjustments necessary based upon the allocation of the System Administration Services duties to Douglas

County and Sarpy County in accordance with and subject to the administration procedures described in Section 8.3.2.

6.1.2. Motorola Services, as defined herein, shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7. Any increases in the cost of the Motorola Services, regardless of when they occur, will be shared by the Parties in accordance with the Cost Formula set forth in Section 7.

6.1.3. Upgrade costs shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7.

6.1.3.1. The Parties shall use reasonable measures to plan for prospective upgrades on or before May 30 of the year preceding the year in which the upgrades are to be completed for budget planning purposes. The Parties will evaluate and recommend any and all upgrades to the DSR Master Site Equipment in accordance with the administration procedures described in Section 8.3.2.

6.1.3.2. Each Party shall be responsible for all upgrade costs of its own sites and system equipment that are not covered under the Motorola Services. In addition and notwithstanding anything herein to the contrary, any costs associated with a Party's upgrade or improvement of its own system in order to capitalize on or take advantage of the DSR Master Site configuration shall be at such Party's sole cost and expense.

6.1.3.3. For upgrades that serve the communications needs of only one Party, that Party shall be responsible for all costs of the upgrade, and each Party shall pay for upgrading its own Subscriber Units.

6.2 System Administration Services Fees. During the Term of this Agreement, Douglas County and Sarpy County shall provide System Administration Services, as previously provided herein, for the DSR Master Site and the DSR Master Site Equipment and these costs shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7. DSR Master Site Equipment meaning the combined Douglas County Master Site Equipment listed on Exhibit 1(f) and the Sarpy County Master Site Equipment listed on Exhibit 1(u), each as defined in Section 1 and integrated together to make the DSR Master Site.

6.2.1 The combined costs of Douglas County and Sarpy County to provide System Administration Services pursuant to sections 6.1.1. and 6.2, shall be adjusted annually, at a rate equal to the general wage increase given to Douglas County's employees belonging to an applicable Collective Bargaining Agreement ("CBA") or otherwise (if no CBA). This will begin on the January 1st following execution of this Agreement and continue for the duration of this Agreement. For the duration of this Agreement, the cost increase will occur on January 1st so that annual wage increases are taken into account by the Parties and shared via the Cost Formula set forth in Section 7.

6.2.2 Notwithstanding any provision to the contrary, in the event that Douglas County and/or Sarpy County notifies the Parties in writing with 210 days' notice that such Party is no longer willing or able to provide System Administration Services, then the other Party then-providing System Administration Services (i.e. Douglas County or Sarpy County) will take over the sole obligation to provide System Administration Services for the DSR Master Site Equipment, unless such other Party then-providing System Administration Services gives no less than one hundred fifty (150) day's written notice to the Parties that it is either unwilling or unable to be the sole provider of the System Administration Services under this Agreement. In the event that both Douglas County and Sarpy County are unwilling or unable to provide the System Administration Services, then Douglas County and Sarpy County shall both be relieved of its System Administration Services obligations hereunder and no longer be responsible for such services and all associated System Administration Service fees from Motorola or any such selected third party vendor shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7.

6.3 Motorola Services Fees. During the Term of this Agreement, Motorola Services shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7. Any changes in any Motorola Services, regardless of when they occur, will be shared in accordance with the Cost Formula set forth in Section 7.

6.3.1 No Party may unilaterally cancel or reduce the Motorola Services. If the Parties recommend and Douglas County and Sarpy County both agree to cancel or reduce any Motorola Services, in accordance with the applicable Motorola contract, then each Party's share of the costs for such cancelled or reduced Motorola Services shall be adjusted in accordance with the Cost Formula set forth in Section 7 and the Parties will adjust for future expenditures Exhibit 6.1 to reflect such changes.

6.3.1.1 If one Party determines that any such Motorola Service is essential and is willing to pay the entire fee for that service, then that Party will be charged accordingly.

6.4 Notwithstanding any provision to the contrary, Douglas County and Sarpy County may jointly elect to subcontract any of the service or work provided for herein by engaging Motorola or any other third party vendor. Douglas County and Sarpy County will give the other Parties 180 days' written notice of any such election. In the event the subcontracting increases costs, then Douglas County will submit the cost increase to the Parties in accordance with the Cost Formula set forth in Section 7.

6.5 Notwithstanding any provision to the contrary, and upon the happening of any Force Majeure event, Douglas County and/or Sarpy County may notify the Parties in writing that either or both Parties are no longer willing or able to provide System Administration Services. In the event that such Parties so notify the other Parties, then the Party giving such notice to the other Parties shall be relieved of its System Administration Services obligations hereunder and no longer be responsible for such services. The Parties will work to expedite services by the other Party

(Douglas County or Sarpy County) or if such other Party is unable to take on the responsibilities of providing such System Administration Services then a third party vendor, to render these services either temporarily or permanently with the costs to be shared in accordance with the Cost Formula set forth in Section 7.

6.6 This Agreement contemplates for the DSR Master Site Equipment System Administration Services and Motorola Services as provided for herein and specifically excludes any service or maintenance of any other site(s). Other than the DSR Master Site, each Party is responsible for maintaining its own sites. To the extent that one Party hereto wishes to engage another Party for site maintenance, the terms and conditions of that agreement shall be agreed to and memorialized in a separate agreement.

7. Cost Formula.

7.1 All costs to be shared by the Parties as provided herein shall be allocated in accordance with the following cost formula ("Cost Formula"):

$$N/T \times TC = SC$$

Where,

N = Number of installed units from Subscriber Unit database on the DSR Master Site Equipment

T = Total mobile and portable units on the DSR Master Site Equipment

TC = Total Costs of System Administration Services, Motorola Services, upgrade costs and any other shared costs as set forth in this Agreement

SC = Party's share of costs

This Cost Formula shall be applied to each shared cost as provided herein.

The Parties shall use the Cost Formula for the purposes identified in Sections 6 and 8 and herein.

8. Administration.

8.1 Subject to each Party's obligation to exercise control over its own facilities, the Parties shall cooperate in the administration and operation of the Douglas County System, the OPPD System, the Washington County System, the Sarpy County System, the FDCC System, the Pottawattamie System and other provisions of this Agreement.

8.2 Each Party shall designate two technical representatives who are familiar with that Party's technical communication operations (the "Technical Representatives"). The Technical Representatives shall meet no less than quarterly at a mutually agreed time and place on or before

the 10th day of the month following the end of each calendar quarter to review operations under this Agreement. Either Party may change a Technical Representative at any time by written notice. Each Party's Technical Representatives shall report to their respective Designated Representatives prior to the meeting described in section 8.3.

8.3 Each Party shall designate one (1) representative who is familiar with that Party's communication operations (the "Designated Representative"). The Designated Representatives shall use best efforts to meet quarterly at a mutually agreed time and place on or before the 15th day of the month following the end of each calendar quarter to review operations under this Agreement and prepare and make recommendations. Parties must meet at least annually at a mutually agreed time and place. A Party may change its Designated Representative at any time by written notice. Meetings of the Designated Representatives may also be called by any Designated Representative; however, any meeting where a vote of the Designated Representatives will be held must be noticed with no less than three (3) business days prior notice to all of the Designated Representatives. The Designated Representatives may participate in a meeting of the Designated Representatives by means of a conference telephone or similar communications equipment allowing all participants of the meeting to hear each other at the same time. Participate by such means shall constitute presence in person at such meeting. Each Designated Representative shall be entitled to vote on any matters submitted to a vote of the Designated Representatives. Each Designated Representative will have one (1) vote. Management and administration by the Designated Representatives, pursuant to and in accordance with the terms of this Agreement, shall be conducted through the affirmative vote of a majority of the Party's Designated Representatives. Any action required to be taken by the Designated Representatives pursuant to this Agreement or which may be taken at a meeting of the Designated Representatives may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Designated Representatives.

8.3.1 The Designated Representatives shall prepare guidelines which will (i) govern the operations of the Parties pursuant to and in accordance with the terms of this Agreement, and (ii) identify the requirements for other entities to enter into a sharing agreement for use of the DSR Master Site Equipment and any other requirements or guidelines necessary for the operation of the shared systems.

8.3.2 The Designated Representatives shall evaluate and recommend, subject to any necessary governing board approvals, upgrades or services required, method of procurement, schedule and method of payment, and any other operational matters reasonably necessary to facilitate the shared use, maintenance and repair of the DSR Master Site Equipment by the Parties in accordance with the terms set forth in this Agreement.

8.3.3 On an annual basis, Douglas County will prepare a new Exhibit 6.1 and provide a copy to the Designated Representatives to review. Exhibit 6.1 will be adjusted so that all costs as contemplated herein are allocated per the Cost Formula set forth in Section 7. Thereafter, each Party will have twenty (20) calendar days to correct any error or omission with written notice to Douglas County.

8.3.3.1 Douglas County shall issue invoices to each Party for the charges and fees owed under this Agreement in accordance with the billing procedures reasonably agreed upon by the Parties. Such invoicing shall include all amounts to be shared hereunder pursuant to the Cost Formula set forth in Section 7. Each Party shall pay all undisputed portions of such invoices within thirty (30) days of the date thereof, and promptly shall notify Douglas County in writing of any disputed amounts.

8.3.4 Each Party shall give Douglas County written notice if that Party desires to add 250 or more Subscriber Units, in the aggregate, to the shared system during any calendar year. Douglas County will bill the adding Party a fee for the remainder of the calendar year for the additional Subscriber Units so that any increased costs to Douglas County and Sarpy County are covered and paid. Thereafter and at the next annual Exhibit 6.1 update, the Parties will review and adjust Exhibit 6.1, as per 8.3.3 and 8.3.3.1, so that additional Subscriber Units are factored into the costs as contemplated herein as per the Cost Formula set forth in Section 7.

8.4 If additional entities desire to become a Party to this Agreement and participate in all of the rights and responsibilities thereunder, then the Parties shall evaluate the impact of such prospective additional party on the DSR Master Site Equipment, to each Party's system and to the rights and obligations of the Parties hereunder. In the event that the Designated Representatives agree to add such prospective additional party as a Party to this Agreement, then the prospect and all of the Parties shall work in good faith to prepare, approve and execute an amendment and/or modification to this Agreement in order to implement such addition.

8.4.1 To reflect the addition of other entities to this Agreement, Douglas County will bill the new Party a fee for the remainder of the calendar year so that any increased costs to Douglas County and Sarpy County for the Motorola Services for the DSR Master Site Equipment and the System Administration Services are covered and paid. Thereafter and at the next annual Exhibit 6.1 update, the Parties will review and adjust Exhibit 6.1, as per 8.3.3 and 8.3.3.1, so that the new Party and its additional Subscriber Units are factored into the costs as contemplated herein as per the Section 7 Cost Formula set forth in Section 7.

8.5 If an entity that is not a Party to this Agreement or desires to link to and use the DSR Master Site Equipment (and have the ability to occasionally roam on each Party's system in accordance with the terms set forth in this Agreement) without becoming a Party to this Agreement, then such a user may be sponsored by a Party and presented to all of the Designated Representatives for approval. In the event that the Designated Representatives elect to allow such sponsored user to link to and use the DSR Master Site Equipment (and have the ability to occasionally roam on each Party's system in accordance with the terms set forth in this Agreement), then the Designated Representatives will approve any and all (i) fees and expenses, and (ii) requirements of use, required in order for such sponsored user to enjoy such rights. The Party who sponsored such user shall be responsible for the payment of all fees and expenses approved by the Designated Representatives and Douglas County and Sarpy County shall include all such amounts in the invoice(s) issued by Douglas County to such sponsoring Party.

8.5.1. Douglas County will bill the Sponsoring Party a fee for the remainder of the calendar year for the new user so that any increased costs to Douglas County and Sarpy County are covered and paid. Thereafter and at the next annual Exhibit 6.1 update, the Parties will review and adjust Exhibit 6.1, as per 8.3.3 and 8.3.3.1, so that the new user and its Subscriber Units are factored into the costs as contemplated herein and as per Cost Formula set forth in Section 7.

8.6 Intentionally Omitted.

8.7 Intentionally Omitted.

8.8 Any decision that will require payment that is not covered in this Agreement shall require written approval from each Party prior to committing any funds. Thereafter, the invoices shall be presented to the respective Parties for payment. Any disputes regarding the invoices that are not resolved by the Designated Representatives shall be subject to the dispute resolution process as set forth herein.

8.9 In the event that a dispute arises under this Agreement, the Party or Parties raising such claim shall submit written notice to the other Party(ies), whereupon the Designated Representatives of each Party promptly shall meet in an effort to resolve the dispute. If after thirty (30) days from the initial meeting but in no event more than ninety (90) days from delivery of the last written notice of dispute to the other Party(ies), no resolution is reached, then the dispute shall be submitted by the Parties to nonbinding mediation using a neutral mediator selected by the Parties, with the mediator costs to be shared equally by the Parties. The mediation shall be scheduled no later than thirty (30) days after notice (the "Mediation Notice") that the dispute has not been resolved by the Parties. If, within ten (10) days of the Mediation Notice, the Parties cannot agree on the selection of a neutral mediator, or if mediation is not successful within thirty (30) days of the first scheduled date of the mediation, then either Party may initiate an action to adjudicate the dispute in the District Court of Douglas County, Nebraska or for any federal action in Omaha Nebraska in the United States District Court for the State of Nebraska.

9. Term and Termination.

9.1 Unless sooner terminated in accordance with this Agreement, the initial term of this Agreement shall commence on the Effective Date and terminating at midnight on January 31, 2026 ("Initial Term"). This Agreement shall continue in full force and effect after the Initial Term, for consecutive terms of three (3) years each (each term, a "Renewal Term"), for up to four (4) renewal terms, unless a Party provides written notice of termination to all Parties no less than two (2) years prior to the end of the Initial Term or, as applicable, a Renewal Term.

9.2 If a Party, after receiving from another Party written notice of its breach of this Agreement (which a copy of any such notice must be delivered to all Parties to this Agreement), does not take steps to cure the breach within fifteen (15) days after the date of receipt of such notice, then the Party providing notice of breach shall have the right, after the expiration of the 15-day period, to terminate its participation in this Agreement by giving written notice setting forth

the effective date of termination, which shall not be less than one hundred eighty (180) days and within three hundred sixty-five (365) days after the date such termination notice is delivered to the alleged breaching Party and all other Parties.

9.3 Any Party may withdraw from this Agreement upon ninety (90) days written notice in the event of a change in law or FCC action (hereinafter a "Change in Law") that eliminates the ability of the Parties to share the joint use or otherwise precludes any Party from performing its obligations under this Agreement.

9.3.1 In the event of any withdrawal from this Agreement due to a Change in Law, the Parties agree to cooperate so as to minimize the impact of withdrawal on their operations and to facilitate continuity in the transition from shared operations. Such withdrawal shall take effect and be completed within three hundred sixty-five (365) days of notice.

9.3.2 In the event of Agreement withdrawal by Douglas County or Sarpy County due to a Change in Law, the Parties agree to the following: If such withdrawing Party desires to sell its master site equipment, the other Parties shall have the right, for a period of sixty (60) days, to provide notice of their respective interest in purchasing such master site equipment at a reasonable negotiated purchase price. If more than one of the other Parties desires to purchase the relevant master site equipment, then such Parties shall negotiate in good faith to determine reasonable terms to purchase (either singly or jointly) and jointly share use and maintenance of such master site equipment.

9.4 A Party or Parties (the "Terminating Party(ies)") may terminate this Agreement at any time for any reason by providing the other Parties (the "Non-terminating Party(ies)") with written notice providing not less than two (2) years notice; provided that, if the Terminating Party is Douglas County or Sarpy County and such termination requires the reconfiguration of the DSR Master Site Equipment, then such Terminating Party agrees to pay all of the actual and reasonable costs and expenses arising from such reconfiguration in order to ensure full functionality of the remaining master site equipment for the Non-terminating Parties.

10. Insurance.

10.1 OPPD at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the Term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the State of Nebraska. If requested, OPPD shall provide proof of its qualification to self-insure by the State of Nebraska.

10.2 Douglas County at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the Term of this Agreement, insurance as follows: (1) comprehensive general liability insurance

with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the State of Nebraska. If requested, Douglas County shall provide proof of its qualification to self-insure by the State of Nebraska.

10.3 Washington County at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the Term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the State of Nebraska. If requested, Washington County shall provide proof of its qualification to self-insure by the State of Nebraska.

10.4 Sarpy County at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the Term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the State of Nebraska. If requested, Sarpy County shall provide proof of its qualification to self-insure by the State of Nebraska.

10.5 Pottawattamie County at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the applicable state law. If requested, Pottawattamie County shall provide proof of its qualification to self-insure by the State of Iowa.

10.6 FDCC at its option shall self-insure its liability and workers' compensation risk of loss or to the extent the members that created the FDCC have not self-insured the FDCC, it will maintain in force throughout the Term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the State of Nebraska. If requested, members of the FDCC shall provide proof of their qualification to self-insure by the State of Nebraska.

11. Representation and Warranties of OPPD.

11.1 OPPD warrants to each of the other Parties that the statements contained in this section 11.1 are true, correct and complete as of the Effective Date of this Agreement:

(a) Organization of OPPD. OPPD is a public corporation and political subdivision duly organized, validly existing, and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. OPPD has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations under this Agreement.

(c) Noncontravention. To the best of OPPD's knowledge and belief, neither the execution nor the delivery of this Agreement nor the completion of the obligations or actions of OPPD under this Agreement will:

(1) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body with jurisdiction over OPPD or any court to which OPPD is subject or any provision of OPPD's petition for creation or applicable regulations; or

(2) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which OPPD is a party or by which it or its property are bound.

(d) Notice of Agreement by OPPD. To the best of OPPD's knowledge and belief, OPPD does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, OPPD will obtain it.

(e) Legal Compliance. To the best of OPPD's knowledge and belief, OPPD has complied with all applicable laws relating to the operation of the OPPD System and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against OPPD alleging any failure to so comply.

(f) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OPPD MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF CUSTOM OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. OPPD MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

12. Representations and Warranties of Douglas County.

12.1 Douglas County warrants to each of the other Parties that the statements contained in this section 12.1 are true, correct and complete as of the date of this Agreement:

(a) Organization of Douglas County. Douglas County is a political subdivision of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. Douglas County has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of Douglas County's knowledge and belief, the execution and the delivery of this Agreement will not violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body having jurisdiction over Douglas County or any court to which Douglas County is subject or any provision of Douglas County's charter or bylaws.

(d) Notice of Agreement by Douglas County. To the best of Douglas County's knowledge and belief, Douglas County does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, Douglas County will obtain it.

(e) Legal Compliance. To the best of Douglas County's knowledge and belief, Douglas County has complied with all applicable laws relating to the operation of the Douglas County System and except as otherwise disclosed by Douglas County to the Parties no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Douglas County alleging any failure to so comply.

(f) Notwithstanding any provision to the contrary, Douglas County does not represent or warrant that a Party's use of the Douglas County Master Site Equipment will be uninterrupted, error-free or free from security vulnerabilities or that a Party's said use or the services provided herein will meet a Party's business or operational needs or requirements.

(g) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DOUGLAS COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF CUSTOM OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. DOUGLAS COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

13. Representations and Warranties of Washington County.

13.1 Washington County warrants to each of the other Parties that the statements contained in this section 13.1 are true, correct and complete as of the date of this Agreement:

(a) Organization of Washington County. Washington County is a political subdivision of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. Washington County has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of Washington County's knowledge and belief, the execution and the delivery of this Agreement will not violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body having jurisdiction over Washington County or any court to which Washington County is subject or any provision of Washington County's charter or bylaws.

(d) Notice of Agreement by Washington County. To the best of Washington County's knowledge and belief, Washington County does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, Washington County will obtain it.

(e) Legal Compliance. To the best of Washington County's knowledge and belief, Washington County has complied with all applicable laws relating to the operation of the Washington County System and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Washington County alleging any failure to so comply.

(f) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WASHINGTON COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF CUSTOM OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. WASHINGTON COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

14. Representations and Warranties of Sarpy County.

14.1 Sarpy County warrants to each of the other Parties that the statements contained in this section 14.1 are true, correct and complete as of the date of this Agreement:

(a) Organization of Sarpy County. Sarpy County is a political subdivision of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. Sarpy County has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of Sarpy County's knowledge and belief, the execution and the delivery of this Agreement will not violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body having jurisdiction over Sarpy County or any court to which Sarpy County is subject or any provision of Sarpy County's charter or bylaws.

(d) Notice of Agreement by Sarpy County. To the best of Sarpy County's knowledge and belief, Sarpy County does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, Sarpy County will obtain it.

(e) Legal Compliance. To the best of Sarpy County's knowledge and belief, Sarpy County has complied with all applicable laws relating to the operation of the Sarpy County System and except as otherwise disclosed by Sarpy County to the Parties no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Sarpy County alleging any failure to so comply.

(f) Notwithstanding any provision to the contrary, Sarpy County does not represent or warrant that a Party's use of the Sarpy County Master Site Equipment will be uninterrupted, error-free or free from security vulnerabilities or that a Party's said use or the services provided herein will meet a Party's business or operational needs or requirements.

(g) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SARPY COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF CUSTOM OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. SARPY COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

15. Representations and Warranties of Pottawattamie County.

15.1 Pottawattamie County warrants to each of the other Parties that the statements contained in this section 15.1 are true, correct and complete as of the date of this Agreement:

(a) Organization of Pottawattamie County. Pottawattamie County is a political subdivision of the State of Iowa, duly organized, validly existing and in good standing under the laws of the State of Iowa.

(b) Authorization of Transaction. Pottawattamie County has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of Pottawattamie County's knowledge and belief, the execution and the delivery of this Agreement will not violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body having jurisdiction over Pottawattamie County or any court to which Pottawattamie County is subject or any provision of Pottawattamie County's charter or bylaws.

(d) Notice of Agreement by Pottawattamie County. To the best of Pottawattamie County's knowledge and belief, Pottawattamie County does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, Pottawattamie County will obtain it.

(e) Legal Compliance. To the best of Pottawattamie County's knowledge and belief, Pottawattamie County has complied with all applicable laws relating to the operation of the Pottawattamie County System and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Pottawattamie County alleging any failure to so comply.

(f) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, POTTAWATTAMIE COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF CUSTOM OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. POTTAWATTAMIE COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

16. Representations and Warranties of FDCC.

16.1 FDCC warrants to each of the other Parties that the statements contained in this section 16.1 are true, correct and complete as of the date of this Agreement:

(a) Organization of FDCC. FDCC is created through an interlocal agreement between Fremont, Nebraska and Dodge County Nebraska, political subdivisions of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. FDCC members have full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of FDCC's knowledge and belief, the execution and the delivery of this Agreement will not violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body having jurisdiction over FDCC or any court to which FDCC is subject or any provision of FDCC's charter or bylaws.

(d) Notice of Agreement by FDCC. To the best of FDCC's knowledge and belief, FDCC does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any other governmental body, outside of those comprising FDCC, in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, FDCC will take the appropriate steps to obtain it.

(e) Legal Compliance. To the best of FDCC's knowledge and belief, FDCC has complied with all applicable laws relating to the operation of the FDCC System and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against FDCC alleging any failure to so comply.

(f) **DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DODGE COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF CUSTOM OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. DODGE COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.**

17. Indemnification.

17.1

Subject to the provisions in Section 18 (Limitation of Liability), each Party (the "Indemnifying Party") hereby agrees to indemnify, defend, protect and hold harmless each other Party and their

respective employees, officers, commissioners and directors (collectively, the “Indemnified Party”), from and against: (i) any injury, loss or damage to any person, tangible property or facilities of any person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the negligence or willful misconduct of the Indemnifying Party, its officers, employees, servants, affiliates, agents, or contractors in connection with the performance of the Indemnifying Party’s obligations under this Agreement; (ii) any claims, liabilities or damages arising out of any violation by the Indemnifying Party, its officers, employees, servants, affiliates, agents, or contractors of any regulation, rule, statute or court order in connection with the Indemnifying Party’s obligations under this Agreement; and (iii) any claims, liabilities or damages arising from the Indemnifying Party’s breach of any representation or warranty hereunder. The Indemnified Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party’s sovereign immunity.

17.2 Each Party hereunder agrees to promptly provide notice to an Indemnifying Party hereunder in writing of any claim which may result in an indemnification obligation hereunder. The Indemnifying Party may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

17.3 In the event that a Party shall fail for any reason to so indemnify, defend, protect and hold the other harmless, the injured Party hereby expressly recognizes that its only remedies in such event shall be to interplead the other Party into the pending action or to bring legal proceedings against the other party for its damages as a result of the other Party's said failure to indemnify, defend, protect and hold harmless. Parties may agree to enter into alternative dispute resolution with regards to any indemnity claim. These obligations shall survive the expiration or termination of this Agreement.

18. Limitation of Liability.

18.1 Notwithstanding any provision of this Agreement to the contrary and although the Parties acknowledge the possibility of such losses or damages, no Party hereunder shall have any liability to any other Party:

- a. in connection with the failure or loss of use of their respective System;
- b. for transmission interruption, degradation of service, failure of connectivity, vulnerabilities or security events (including but not limited to hacking of a System);
- c. for disruption of or damage third parties’ systems, equipment, hardware, software, data; and/or
- d. for the availability or accuracy of any data or interpretation, use or misuse thereof.

18.2 Notwithstanding any provision of this Agreement to the contrary and although the Parties acknowledge the possibility of such losses or damages, no Party shall be liable to any other

Party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue.

18.3 A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

18.4 Nothing contained herein shall operate as a limitation on the right of a Party hereto to bring an action for damages against any third party, including but not limited to claims for indirect, special or consequential damages, based on any acts or omissions of such third party.

18.5 These limitations of liability shall survive the expiration or termination of this Agreement.

19. Force Majeure.

19.1 Except as may be otherwise specifically provided in this Agreement, no Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, conduit or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; lack of or delay in transportation; changes to any of the following: government codes, ordinances, laws, rules, regulations or restrictions, as to which a Party's compliance is necessary to carry out the terms and conditions of this Agreement; war or civil disorder or any other cause beyond the reasonable control of such Party. The Party claiming relief under this section 19 shall promptly notify the others in writing of the existence of the event relied on and then the cessation or termination of said event.

20. Assignment.

20.1 No Party shall assign, encumber or otherwise transfer this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignee or transferee shall continue to be subject to all of the provisions of this Agreement, unless otherwise agreed in writing.

20.2 Any and all additional fees, charges, costs or expenses which result from any permitted assignment or transfer of this Agreement by a Party, shall be paid by such Party.

20.3 This Agreement and each of the Parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and permitted assigns.

21. Confidentiality.

21.1 Each Party hereby agrees that if a Party provides confidential or proprietary information ("Proprietary Information") to the other Parties, such Proprietary Information shall be held in confidence, and the receiving Party or Parties shall afford such Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) in order to avoid disclosure to or unauthorized use by any third party. The Parties acknowledge and agree that all information disclosed by a Party to the other Parties in connection with or pursuant to this Agreement, whether provided prior or after the effective date, shall be deemed to be Proprietary Information, provided that written information is clearly marked in a conspicuous place as being confidential or proprietary. All Proprietary Information (other than this Agreement), unless otherwise specified in writing, shall remain the property of the disclosing Party, shall be used by the receiving Party only for the intended purpose, and such written Proprietary Information, including all copies thereof, shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Proprietary Information shall not be reproduced except to the extent necessary to accomplish the purpose and intent of this Agreement, or as otherwise may be permitted in writing by the disclosing Party. The Parties acknowledge and agree that this Agreement and related invoices are a public record and are not Proprietary Information.

21.2 The foregoing provisions of section 21.1 shall not apply to any Proprietary Information which (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental or judicial law, order, rule or regulation; (iii) is independently developed by the receiving Party; (iv) is publicly disclosed by the disclosing Party; (v) the disclosing Party authorizes in writing public disclosure; or (vi) becomes available to the receiving Party without restriction from a third party.

21.3 Notwithstanding subparagraphs 21.1 and 21.2 of this section 21, a Party to this Agreement may disclose Proprietary Information to its employees, agents, and legal and financial advisors and providers to the extent necessary or appropriate in connection with the negotiation and/or performance of this Agreement or in obtaining financing, provided that each such Party is notified of the confidential and proprietary nature of such Proprietary Information and is subject to or agrees to be bound by similar restrictions on its use and disclosure.

21.4 No Party shall issue any public announcement or press release relating to the execution of this Agreement without the prior approval of the other Parties, which approval shall not be unreasonably withheld or conditioned or delayed, provided, however, that any Party may make any announcement or press release upon as much notice to the other Parties as is reasonably practicable if the same is required by law or by the rules or regulations of a Governmental Authority.

21.5 The provisions of this section 21 shall survive expiration or termination of this Agreement.

22. Notices.

Except for any notice required under applicable law to be given in another manner, any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be either (i) delivered personally, (ii) sent by facsimile transmission with subsequently transmitted confirmation of receipt, (iii) sent by overnight commercial air courier (such as Federal Express), or (iv) mailed, postage prepaid, certified or registered United States mail, return receipt requested, to the Parties at the addresses or facsimile numbers hereinafter set forth:

To Douglas County: Chairman, Douglas County Board
 1819 Farnam Street
 LC2 Civic Center
 Omaha, NE 68183
 Facsimile: (402) 444-6559

with a copy to: Douglas County Clerk
 1819 Farnam Street
 H08 Civic Center
 Omaha, NE 68183
 Facsimile: (402) 444-6456

To OPPD: Omaha Public Power District
 444 South 16th Street Mall
 Omaha, Nebraska 68102
 Attention: Supply Chain Management
 Facsimile: (402) 636-3931

with a copy to: Troy Meyerson, Esq.
 Fraser Stryker PC LLO
 500 Energy Plaza
 409 South 17th Street
 Omaha, Nebraska 68102-2663
 Facsimile: (402) 341-8290

To Washington County: Chairman, Washington County Board of Supervisors
 1555 Colfax St.
 Blair, NE. 68008
 Facsimile: 402-426-6825

with a copy to: Washington County Clerk
 1555 Colfax St.
 Blair, NE. 68008
 Facsimile: 402-426-6825

To Sarpy County: Chairman, Sarpy County Board
 1210 Golden Gate Drive

Papillion, NE 68046
Facsimile: (402) 593-4471

with a copy to: Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046
Facsimile: (402) 593-4771

To Pottawattamie County: Chairman, Pottawattamie County Board
227 South 6th Street
Council Bluffs IA 51501
Facsimile: 712-328-4843

with a copy to: Pottawattamie County Clerk
227 South 6th Street
Council Bluffs IA 51501
Facsimile: 712-328-4843

To FDCC: Shelly Holzerland
Communications Director
725 N. Park Avenue
Fremont NE 68025
402-727-2677

or to such other address or facsimile number as a Party shall have duly notified the other Party. Any such notice, request, instruction, demand, consent or other communication shall be deemed delivered and effective upon the earliest to occur of actual delivery; the same day as confirmed facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday); one (1) business day after shipment by commercial air courier as aforesaid; or three (3) business days after certified or registered mailing as aforesaid. In addition to the foregoing, each Party shall within thirty (30) days of the Commencement Date, appoint in writing a contact person and shall maintain a contact person throughout the Term of this Agreement, and shall provide the other Parties with the name, address and telephone number of such contact person for the purpose of expediting direct communications required or permitted under this Agreement. A Party's contact person may be changed by at any time by providing written notice of the updated contact information to all the Parties.

23. Entire Agreement; Amendment.

23.1 This Agreement, including all exhibits, documents and other attachments referenced herein, constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof including, but not limited to, the First Amended and Restated Interlocal Cooperation Agreement dated December 13, 2018, the Original Interlocal Agreement and the MOU, which are

of no further force or effect. The recitals, exhibits, documents and other attachments referred to herein are integral parts hereof and are hereby made a part of this Agreement.

23.2 This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each Party, except as provided herein.

23.3 The Parties may, without executing a formal amendment as previously provided, update and replace Agreement exhibits if the changes do not affect costs, except for Exhibit 6.1 which may be modified in accordance with the terms herein. For Exhibits 1(f) and 1(u), Douglas County and Sarpy County, respectively, may send an updated exhibit to the other Parties. For other exhibits, such updated or replaced other exhibits shall be dated and signed by the Designated Representatives. If the updated or replacement other exhibits comply with these requirements, they shall become a part of this Agreement upon signing by all the Designated Representatives.

24. Relationship of the Parties.

24.1 The relationship between each Party hereto shall not be that of partners, agents or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or joint agency agreement between or among them for any purposes. Each Party shall remain an independent contractor and shall not represent or act in any capacity as an agent or otherwise for the other Party. The Parties are not and shall not be considered joint employers for any purpose, and each Party shall be solely responsible for all wages, benefits, workers' compensation coverage (or self-insurance), other insurance coverage (or self-insurance), or other costs of or compensation to its respective employees, agents, or subcontractors. Each Party shall be responsible for the acts and/or omissions of its officers, employees, subcontractors, or any agent in connection with the performance of this Agreement. No Party shall have any authority to bind any other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of any other, unless otherwise provided herein.

25. Default and Remedies for Default.

25.1 Douglas County Default. The occurrence of one or more of the following is an event of default by Douglas County:

(a) Douglas County fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) Douglas County fails to perform or comply with any material obligation or requirement imposed upon Douglas County by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by Douglas County, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, Douglas County fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by Douglas

County and Douglas County fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against Douglas County under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) Douglas County makes an assignment of all or a substantial portion of Douglas County's property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Douglas County's property subject to this Agreement and the officer is not discharged and possession of the property is not restored to Douglas County within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by Douglas County.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of Douglas County contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.2 Remedies. If any event of a Douglas County default occurs and is not cured by Douglas County as provided herein, any of the non-defaulting Parties may, without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate Douglas County's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by Douglas County up to the time of default.

(b) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(c) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with Douglas County in relocation or to otherwise maintain the continuity of Douglas County's operations.

25.3 OPPD Default. The occurrence of one or more of the following is an event of default by OPPD:

(a) OPPD fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) OPPD fails to perform or comply with any material obligation or requirement imposed upon OPPD by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by OPPD, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, OPPD fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by OPPD and OPPD fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against OPPD under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) OPPD makes an assignment of all or a substantial portion of OPPD's property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of OPPD's property subject to this Agreement and the officer is not discharged and possession of the property is not restored to OPPD within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by OPPD.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of OPPD contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.4 Remedies. If any event of OPPD default occurs and is not cured by OPPD as provided herein, any of the non-defaulting Parties may without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate OPPD's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by OPPD up to the time of default.

(b) if OPPD's default relates to payment of any fee or cost provided for herein, terminate OPPD's use of the DSR Master Site and any other equipment related thereto or installed hereunder upon a minimum of no less than one hundred eighty (180) days written notice and within three hundred sixty-five (365) days and at OPPD's sole expense.

(c) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(d) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with OPPD in relocation, or to otherwise maintain the continuity of OPPD's operations.

25.5 Washington County Default. The occurrence of one or more of the following is an event of default by Washington County:

(a) Washington County fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) Washington County fails to perform or comply with any material obligation or requirement imposed upon Washington County by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by Washington County, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, Washington County fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by Washington County and Washington County fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against Washington County under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) Washington County makes an assignment of all or a substantial portion of Washington County's property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Washington County's property subject to this Agreement and the officer is not discharged and possession of the property is not restored to Washington County within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by Washington County.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of Washington County contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.6 Remedies. If any event of Washington County default occurs and is not cured by Washington County as provided herein, any of the non-defaulting Parties may without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate Washington County's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by Washington County up to the time of default.

(b) if Washington County's default relates to payment of any fee or cost provided for herein, terminate Washington County's use of the DSR Master Site and any other equipment related thereto or installed hereunder upon a minimum of no less than one hundred eighty (180) days written notice and within three hundred sixty-five (365) days and at Washington County's sole expense.

(c) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(d) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with Washington County in relocation, or to otherwise maintain the continuity of Washington County's operations.

25.7 Sarpy County Default. The occurrence of one or more of the following is an event of default by Sarpy County:

(a) Sarpy County fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) Sarpy County fails to perform or comply with any material obligation or requirement imposed upon Sarpy County by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by Sarpy County, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, Sarpy County fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by Sarpy County and Sarpy County fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against Sarpy County under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) Sarpy County makes an assignment of all or a substantial portion of Sarpy County's property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Sarpy County's property subject to this Agreement and the officer is not discharged and possession of the property is not restored to Sarpy County within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by Sarpy County.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of Sarpy County contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.8 Remedies. If any event of a Sarpy County default occurs and is not cured by Sarpy County as provided herein, any of the non-defaulting Parties may, without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate Sarpy County's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by Sarpy County up to the time of default.

(b) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(c) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with Sarpy County in relocation or to otherwise maintain the continuity of Sarpy County's operations.

25.9 Pottawattamie County Default. The occurrence of one or more of the following is an event of default by Pottawattamie County:

(a) Pottawattamie County fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) Pottawattamie County fails to perform or comply with any material obligation or requirement imposed upon Pottawattamie County by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by Pottawattamie County, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, Pottawattamie County fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by Pottawattamie County and Pottawattamie County fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against Pottawattamie County under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) Pottawattamie County makes an assignment of all or a substantial portion of Pottawattamie County's property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Pottawattamie County's property subject to this Agreement and the officer is not discharged and possession of the property is not restored to Pottawattamie County within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by Pottawattamie County.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of Pottawattamie County contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.10 Remedies. If any event of Pottawattamie County default occurs and is not cured by Pottawattamie County as provided herein, any of the non-defaulting Parties may without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate Pottawattamie County's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by Pottawattamie County up to the time of default.

(b) if Pottawattamie County's default relates to payment of any fee or cost provided for herein, terminate Pottawattamie County's use of the DSR Master Site and any other equipment related thereto or installed hereunder upon a minimum of no less than one hundred eighty (180) days written notice and within three hundred sixty-five (365) days and at Pottawattamie County's sole expense.

(c) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(d) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with Pottawattamie County in relocation, or to otherwise maintain the continuity of Pottawattamie County's operations.

25.11 FDCC Default. The occurrence of one or more of the following is an event of default by FDCC:

(a) FDCC fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) FDCC fails to perform or comply with any material obligation or requirement imposed upon FDCC by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by FDCC, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, FDCC fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by FDCC and FDCC fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against FDCC under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) FDCC makes an assignment of all or a substantial portion of FDCC's members' property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of FDCC members' property subject to this Agreement and the officer is not discharged and possession of the property is not restored to FDCC within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by FDCC.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of FDCC contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.12 Remedies. If any event of FDCC default occurs and is not cured by FDCC as provided herein, any of the non-defaulting Parties may without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate FDCC's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by FDCC up to the time of default.

(b) if FDCC's default relates to payment of any fee or cost provided for herein, terminate FDCC's use of the DSR Master Site and any other equipment related thereto or installed hereunder upon a minimum of no less than one hundred eighty (180) days written notice and within three hundred sixty-five (365) days and at FDCC's sole expense.

(c) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(d) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with FDCC in relocation, or to otherwise maintain the continuity of FDCC's operations.

26. Waiver of Terms and Conditions.

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect. For any waiver to be effective, it must be in writing and signed by the Party to be bound. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

27. Taxes and Fees.

Except as otherwise specifically provided herein, each Party hereto shall pay any and all taxes, duties or similar assessments and franchise and other fees applicable to its respective interests under this Agreement, including, but not limited to, any sales, use or other excise tax.

28. Compliance With Laws.

Each Party hereto shall at all times during the Term of this Agreement comply with applicable federal, state and local laws and regulations, and shall secure certification from appropriate governmental authorities as required.

In accordance with all applicable state and federal laws, each Party hereto agrees that they shall not discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, national origin or similarly protected status of the employee or applicant.

29. No Third Party Beneficiaries.

This Agreement is not intended to, nor shall it provide third parties (including, without limitation, any customers of OPPD or any citizens within Douglas County, Washington County, Sarpy County, FDCC or Pottawattamie County and excluding any assignment pursuant to section 20 (Assignment) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that the provisions of section 17 (Indemnification) and section 18 (Limitation of Liability) of this Agreement shall also inure to the benefit of a Party's employees, officers, agents, and any other benefited persons or entities specifically identified in the applicable section. The relationship between OPPD and any of its customers is governed solely by the terms and conditions of their agreements and applicable rate schedules, service regulations and tariffs. Where Parties to this Agreement have owned sites and other parties in this Agreement are located

therein, the Parties will use commercially reasonable efforts to enter into separate collocation agreements in order to memorialize those relationships and each other's rights and obligations.

30. Severability.

In the event that any provision of this Agreement shall be held unconscionable, unenforceable or void for any reason by any tribunal or court of competent jurisdiction, it is agreed that the Parties shall negotiate in good faith to modify the provision in question, if possible, to eliminate any unconscionable, unenforceable or void terms and as modified shall be binding on the Parties hereto. The remaining provisions of this Agreement shall not be affected by the action of any tribunal or court and shall remain in full force and effect. If any provision cannot be modified as provided herein, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

31. Joint Work Product.

This Agreement is the joint work product of all of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

32. Governing Law.

The validity, interpretation and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska without regard to conflicts of law principles. Any dispute which has not been amicably resolved between the Parties as provided herein shall be resolved through litigation in a court of competent jurisdiction in the State of Nebraska.

33. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114).

To the extent applicable, the Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

34. Interlocal Agreements compliance (Neb. Rev. Stat. §§ 13-801 - 827).

This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act and in furtherance of this cooperative undertaking, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the Parties will resolve the

conflict as provided herein. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.

35. Counterparts and Copies.

This Agreement and any other document contemplated thereby may be executed in one or more counterparts and in any number of means (See paragraph 36 hereinafter) and each of which when executed will be deemed to be an original and all of which taken together shall constitute one Agreement. Delivery of a copy of this Agreement or any other document contemplated thereby, bearing an original manual or digital signature, by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" ("PDF") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of digital signature software, as permitted by digital signature laws, will have the same effect as physical delivery of the paper document bearing an original manual signature.

36. Signatures.

This Agreement and any other document contemplated thereby shall be valid, binding and enforceable when executed by (i) an original manual signature; (ii) a faxed, scanned or photocopied manual signature, or (iii) any other digital signature permitted by digital signature laws. As permitted by digital signature laws, signatures affixed by such means shall have the same validity, legal effect and admissibility in evidence as an original manual signature.

37. Precedence.

In the event of conflict or when resolving any ambiguities, this Agreement takes precedence over any exhibit (or addendum or attachment). To the extent that there is a conflict or ambiguity between this Agreement and any guideline or document subsequently created by the Parties, this Agreement shall control.

[Signature Pages To Follow].

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective representatives, each thereunto duly authorized.

EXECUTED this ____ day of _____, 2023.

APPROVED AS TO FORM:

OMAHA PUBLIC POWER DISTRICT
("OPPD")

By: _____

Name: _____

Title: _____

Troy Meyerson, Counsel

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

ATTEST:

DOUGLAS COUNTY NEBRASKA
("DOUGLAS COUNTY")

By: _____

Name: _____

Title: _____

Douglas County Clerk

APPROVED AS TO FORM:

Deputy County Attorney

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Douglas County, Nebraska, a political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

ATTEST:

WASHINGTON COUNTY NEBRASKA
("WASHINGTON COUNTY")

By: _____
Name: _____
Title: _____

Washington County Clerk

APPROVED AS TO FORM:

County Attorney

STATE OF NEBRASKA)
)SS.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Washington County, Nebraska, a political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

ATTEST:

SARPY COUNTY NEBRASKA
("SARPY COUNTY")

By: _____

Name: _____

Title: _____

Sarpy County Clerk

APPROVED AS TO FORM:

Deputy County Attorney

STATE OF NEBRASKA)
)SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Sarpy County, Nebraska, a political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

ATTEST:

POTTAWATTAMIE COUNTY IOWA
("POTTAWATTAMIE COUNTY")

By: _____

Name: _____

Title: _____

Pottawattamie County Clerk

APPROVED AS TO FORM:

_____, Counsel

STATE OF IOWA)
)SS.
COUNTY OF POTTAWATTAMIE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Pottawattamie County, Iowa, a political subdivision of the State of Iowa.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

ATTEST:

DODGE COUNTY, NEBRASKA
("DODGE COUNTY")

By: _____

Name: _____

Title: _____

Dodge County Clerk

APPROVED AS TO FORM:

_____, Counsel

STATE OF NEBRASKA)
)SS.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Dodge County Nebraska, a political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

CITY OF FREMONT, NEBRASKA

ATTEST:

Clerk

By _____
Mayor of Fremont

APPROVED AS TO FORM:

City Attorney

STATE OF NEBRASKA)
)SS.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of City of Fremont, Nebraska, a political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

Exhibit 1(f)
Douglas County Master Site Equipment List

See attached spreadsheet.

See also the definition in Section 1.

Exhibit 1(u)
Sarpy County Master Site Equipment List

See attached spreadsheet.

See also the definition in Section 1.

Exhibit 6.1

Cost Formula / Cost Sharing

See attached example BlankCostBreakdown spreadsheet.

Cost allocation to be completed and distributed pursuant to Section 8 more specifically 8.3.3. and 8.3.3.1.

Exhibit 6.1.1 Severity Level Guidelines

For the DSR Master Site Equipment, Douglas County and Sarpy County will notify the other agencies' contacts when an event has occurred and the solution has been completed. An event (hereinafter "Event") shall mean the combination of: master site problem description, reporting Party documentation and/or the Systems Administrator's review. Douglas County and Sarpy County will provide reports to the other agencies as requested on any of the following items.

All Events will be assigned an initial Severity Level 2, unless otherwise indicated by reporting Party. Reporting Party will assign an initial Severity Level for each event reported, based upon the definitions listed herein. Douglas County and Sarpy County will notify the reporting Party if Douglas County makes any change to the Severity Level (up or down) of any reported event.

Severity Level Guidelines:

SEVERITY 1 EVENTS

Technicians will be dispatched 7 x 24 x 365 days for any malfunction of the DSR Master Site Equipment that degrades or impacts the operational status of any Party's system, or console operation, or causes any Party's radio sites to be in site trunking mode.

1. Douglas County and/or Sarpy County will notify affected Parties within 30 minutes of confirmation of the malfunction and provide updates every 2 hours until resolved.
2. Troubleshooting will begin within 90 minutes of confirmation of the malfunction and continue until resolved.

SEVERITY 2 EVENTS

Technicians will be dispatched for all other DSR Master Site Equipment issues or problems during Standard Business Hours (8 AM – 4:30 PM, Monday – Friday)

1. Douglas County and/or Sarpy County will notify affected Parties within 30 minutes of confirmation of the issue or problem and provide updates every 4 hours until resolved.
2. Troubleshooting will begin within 4 hours of confirmation of the issue or problem and continue during standard business hours.

Reporting Party Responsibilities:

The reporting Party will be responsible for following the call out procedures listed in the order below. Douglas County will be the primary responder for system outages, with Sarpy County acting as a backup mechanism.

1. Initiate Event Report.

Contact Douglas County via the Douglas County On Call Tech telephone number (402-444-3552). If no one answers the On Call Tech phone, then the reporting Party must call Douglas County via the Douglas County dispatch number (402-444-5809).

- a. Contact Sarpy County via the Sarpy County On Call Tech telephone number (402-593-4111). If no one answers the On Call Tech phone then the reporting Party must call Sarpy County via the Sarpy County dispatch number (402-593-4111) (if the Sarpy County On Call Tech number is not answered also).

2. Assess Severity Level. Assist in assessing the correct severity level per the severity level definitions.

3. Escalate Appropriately. Contact Douglas County and/or Sarpy County to add information or make changes to existing events or to escalate an event.

4. Event Resolution. Reporting Party shall notify Douglas County and Sarpy County when an event has been resolved.

**Andy Brown/Sheriff and Jeff Theulen/Chief
Deputy, Sheriff's Office**

**Discussion and/or decision to approve and
authorize Chairman to sign Independent
Contractor Physician Agreement with Dr.
Thomas, Dr. Delgado, and Dr. Davis**

INDEPENDENT CONTRACTOR PHYSICIAN AGREEMENT

This Independent Contractor Physician Agreement, ("Agreement"), made and entered into as of this 1st day of July 2023 by and between **POTTAWATTAMIE COUNTY, IOWA** ("County"), and **JON GREGORY THOMAS, M.D.**, (Physician");

Witnesseth:

WHEREAS, the County has contracted to provide licensed physicians for medical services coverage at the Pottawattamie County Jail, located in Council Bluffs, Iowa, ("Jail), and

WHEREAS, Physician is licensed by the State of Iowa to practice medicine and is desirous of contracting with County as an independent contractor to provide a portion of such medical services coverage,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **COVERAGE.** Physician agrees to provide medical services and on-call coverage at the Jail for the term of this Agreement. Physician also agrees to coordinate inpatient coverage for patients admitted to the hospital from the Jail during the term of this Agreement. Physician shall assist in arrangement for coverage of medical services if unavailable for an extended period of time during the term of this Agreement.
2. **PHYSICIAN SERVICES.** Physician shall be responsible for providing medical services to inmates of the Jail consistent with community standards. The Physician shall serve as liaison for clinical matters with medical providers outside the system. Physician shall assure implementation and on-going supervision of on-site chronic clinics. Physician shall consult with medical providers in the community to resolve issues in delivering services to inmates. Physician shall oversee the on-site quality assurance program, including infection control. Physician shall monitor referrals to outside health care facilities for appropriateness, quality, and continuity of care. Physician shall monitor non-formulary medication utilization at the Jail. Physician shall utilize available in-house resource personnel for treatment or resolution of identified problems before utilizing off-site referral. Physician shall keep patient information confidential and respect patients' right to privacy in accordance with accepted confidentiality practices for incarcerated individuals.
3. **FEES.** County agrees to pay Physician the sum of Seven Thousand Five Hundred dollars (\$7,500.00) per month for coverage provided by Physician under this Agreement which shall be mailed to Physician on the tenth (10th) day of each month for services rendered the preceding month. Physician, as an independent contractor, is responsible for providing Physician's own general liability insurance, automobile insurance and workers' compensation insurance, and Physician agrees to indemnify and hold County harmless for any claims against County arising for Physician's failure to carry such insurance. The County agrees to reimburse the Physician for the annual cost of medical malpractice insurance for his services in the Jail. Such coverage will be to the 1,000,000 to 3,000,000 million dollar of liability coverage for malpractice coverage.

The County agrees to reimburse the Physician on July 1st of each year for his submitted bill for such malpractice insurance. If the Physician or the County severs this contract, the Physician agrees to reimburse the County for the annual pro-rata of such reimbursement based on the departure date of the physician. The County also agrees to reimburse the Physician the contract deductible rate (currently 10,000 dollars) of any bona fide claim against the Physician arising out of medical services within this contract. Finally, the County will indemnify the Physician for up to (5) five calendar years from the Physician's date of departure from the County Contract for medical services for the deductible arising from any bona fide claim arising from the Physicians medical services within the scope of this contract.

4. **CREDENTIALS/REFERENCES.**

(a) Physician will provide the County any updates or renewals in 30 days to all professional licenses and prescription licenses required by the State of Iowa and the care delivered to Jail inmates. Such renewal and change of notices shall be sent to the Jail Medical Manager. The Physician warrants that he has the proper medical licenses to deliver medical care to the Jail.

(b) Physician hereby warrants that in the application process, Physician has fully disclosed all details concerning Physician's license and Physician's ability to prescribe controlled substances. Physician further affirms that Physician has never been convicted of a felony nor is Physician currently under indictment for a felony.

5. **INDEPENDENT CONTRACTOR.** This Agreement shall in no way be construed to mean or suggest County is engaged in the practice of medicine. The relationship between County and Physician pursuant to this Agreement shall be that of independent contractor. County shall not exercise control of any nature, kind or description, relating to the manner or means in which Physician performs medical services; Physician shall be responsible for Physician's own actions and decisions. County shall not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes (including gross receipts tax, if applicable), F.I.C.A taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for on behalf of Physician. All such payments, withholdings and benefits are the responsibility of Physician and Physician

6. **TERM AND TERMINATION.**

- (a) This Agreement shall be in effect from **JULY 1st, 2023 through JUNE 30, 2024** and can be automatically renewed thereafter for successive one (1) year terms, unless either party gives written notice to the other party of its intention to terminate this Agreement, such notice to be given no later than thirty (30) days prior to the last day of the then-existing term.
- (b) Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice thereof to the other party. Termination shall be effective on the last day of the thirty (30) day period.
- (c) Either party may terminate this Agreement immediately in the event of a material breach by the other party by giving written notice to such other party.

- (d) County may terminate this Agreement effective immediately upon giving written notice of termination to Physician in the event of the occurrence of any of the following events: (i) Physician's ceasing to be licensed or otherwise qualified to practice medicine under the laws of the State of Iowa or the rules of any professional regulatory body governing the practice of medicine under the laws of the State of Iowa or the rules of any professional regulatory body governing the practice of medicine in Iowa; (ii) Jail's refusal to approve Physician; (iii) conviction of a felony; or (iv) Physician's addiction to drugs or other substances.
- (e) All notices to be given hereunder shall be given in writing by certified mail receipt requested, overnight delivery, telefax or personal delivery to each party's current address. Such notice shall be effective on the date of mailing to the other party.
7. **REPRESENTATIONS**. Physician represents and warrants to County: (i) that there are no restrictions, agreements or understandings whatsoever to which Physician is a party or to which Physician is subject which would prevent or make unlawful Physician's execution of this Agreement or rendering of the services to be provided hereunder; (ii) that the execution of this Agreement and the rendering of the services as contemplated hereby shall not constitute a breach of any contract, agreement or understanding, oral or written, to which Physician is a party or by which Physician is bound.
8. **ENTIRETY OF AGREEMENT**. This Agreement constitutes the entire agreement of the parties and is intended as a complete agreement of the promises, representations, negotiations, and agreements that may have been made in the connection with the subject matter hereof. This agreement supersedes any prior oral or written agreement.
9. **SEVERABILITY**. If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.
10. **CONSTRUCTION OF HEADINGS**. The captions or headings are for convenience only and are not intended to limit to define the scope or effect of any provision of the Agreement.
11. **WARRANTY OF CAPACITY**. The individuals signing this Agreement represent and warrant in their individual capacities that they have authority to execute this Agreement and that such execution shall cause this Agreement to be the legal and binding obligation of such party.
12. **GOVERNING LAW**. This Agreement has been executed and delivered in the State of Iowa and shall be interpreted under, construed, and enforced in accordance with the law of Iowa. It is agreed that Iowa will control the validity of the obligations of the parties created by this Agreement.
13. **MULTIPLE ORIGINALS AND COPIES**. This Agreement document may be executed in two
(2) identical counterparts, each of which will be deemed an original for all purposes. Each photocopy of telecopied facsimile of an original of this Agreement and/or an original signature, shall sever as an original agreement or original signature as applicable.

14. **NOTICES.** All written notices required under this agreement, including fees for services, shall be provided to the following addresses:

COUNTY

Board of Supervisors
227 South 6th Street, 2nd Floor
Pottawattamie County
Courthouse Council Bluffs - IA
51501

PHYSICIAN

Dr. Jon Thomas
164 Charles Park Dr
Council Bluffs - IA 51503

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day, month and year first above written.

Board of Supervisors

Brian Shea
Chairman, Pottawattamie County
Board of Supervisors

Date

Dr. Jon Thomas
Physician

Date

INDEPENDENT CONTRACTOR PHYSICIAN AGREEMENT

This Independent Contractor Physician Agreement, ("Agreement"), made and entered into as of this 1st day of July 2023 by and between **POTTAWATTAMIE COUNTY, IOWA** ("County"), and **Ivan Delgado, M.D.**, (Physician");

Witnesseth:

WHEREAS, the County has contracted to provide licensed physicians for medical/psychiatric services coverage at the Pottawattamie County Jail, located in Council Bluffs, Iowa, ("Jail), and

WHEREAS, Physician is licensed by the State of Iowa to practice medicine and is desirous of contracting with County as an independent contractor to provide a portion of such medical services coverage,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **COVERAGE**. Physician agrees to provide psychiatric medical services and on-call coverage at the Jail for the term of this Agreement. Physician also agrees to coordinate psychiatric care for patients admitted to the hospital from the Jail during the term of this Agreement. Physician shall assist in arrangement for coverage of psychiatric services if unavailable for an extended period of time during the term of this Agreement.
2. **PHYSICIAN SERVICES**. Physician shall be responsible for providing psychiatric medical services and on-call services to inmates of the Jail consistent with community standards. Physician shall serve as liaison for psychiatric matters with medical providers outside the system. Physician shall assure implementation and on-going supervision of on-site chronic clinics. Physician shall consult with medical/psychiatric providers in the community to resolve issues in delivering services to inmates. Physician shall keep patient information confidential and respect patients' right to privacy in accordance with accepted confidentiality practices for incarcerated individuals.
3. **FEES**. County agrees to pay Physician the sum of One hundred thirty-five dollars an hour (\$135.00) per hour for coverage provided by Physician under this Agreement which shall be mailed to Physician on the tenth (10th) day of each month for services rendered the preceding month. Physician, as an independent contractor, is responsible for providing Physician's own general liability insurance, automobile insurance and workers' compensation insurance, and Physician agrees to indemnify and hold County harmless for any claims against County arising for Physician's failure to carry such insurance.
4. **CREDENTIALS/REFERENCES**.
 - (a) Physician will provide the County any updates or renewals in 30 days to all professional licenses and prescription licenses required by the State of Iowa and the care delivered to Jail inmates. Such renewal and change of notices shall be sent to the Jail Medical Manager. The Physician warrants that he has the proper medical licenses to deliver medical care to the Jail.

(b) Physician hereby warrants that in the application process, Physician has fully disclosed all details concerning Physician's license and Physician's ability to prescribe controlled substances. Physician further affirms that Physician has never been convicted of a felony nor is Physician currently under indictment for a felony.

5. **INDEPENDENT CONTRACTOR.** This Agreement shall in no way be construed to mean or suggest County is engaged in the practice of medicine. The relationship between County and Physician pursuant to this Agreement shall be that of independent contractor. County shall not exercise control of any nature, kind or description, relating to the manner or means in which Physician performs medical services; Physician shall be responsible for Physician's own actions and decisions. County shall not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes (including gross receipts tax, if applicable), F.I.C.A taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for on behalf of Physician. All such payments, withholdings and benefits are the responsibility of Physician and Physician

6. **TERM AND TERMINATION.**
 - (a) This Agreement shall be in effect from **JULY 1st, 2023 through JUNE 30th, 2024** and can be automatically renewed thereafter for successive one (1) year terms, unless either party gives written notice to the other party of its intention to terminate this Agreement, such notice to be given no later than thirty (30) days prior to the last day of the then-existing term.
 - (b) Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice thereof to the other party. Termination shall be effective on the last day of the thirty (30) day period.
 - (c) Either party may terminate this Agreement immediately in the event of a material breach by the other party by giving written notice to such other party.
 - (d) County may terminate this Agreement effective immediately upon giving written notice of termination to Physician in the event of the occurrence of any of the following events: (i) Physician's ceasing to be licensed or otherwise qualified to practice medicine under the laws of the State of Iowa or the rules of any professional regulatory body governing the practice of medicine under the laws of the State of Iowa or the rules of any professional regulatory body governing the practice of medicine in Iowa; (ii) Jail's refusal to approve Physician; (iii) conviction of a felony; or (iv) Physician's addiction to drugs or other substances.
 - (e) All notices to be given hereunder shall be given in writing by certified mail receipt requested, overnight delivery, telefax or personal delivery to each party's current address. Such notice shall be effective on the date of mailing to the other party.

7. **REPRESENTATIONS.** Physician represents and warrants to County: (i) that there are no restrictions, agreements or understandings whatsoever to which Physician is a party or to which Physician is subject which would prevent or make unlawful Physician's execution of this Agreement or rendering of the services to be provided hereunder; (ii) that the execution of this Agreement and the rendering of the services as contemplated hereby shall not constitute a breach of any contract, agreement or understanding, oral or written, to which Physician is a party or by which Physician is bound.

8. **ENTIRETY OF AGREEMENT.** This Agreement constitutes the entire agreement of the parties and is intended as a complete agreement of the promises, representations, negotiations, and agreements that may have been made in the connection with the subject matter hereof. This agreement supersedes any prior oral or written agreement.
9. **SEVERABILITY.** If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.
10. **CONSTRUCTION OF HEADINGS.** The captions or headings are for convenience only and are not intended to limit to define the scope or effect of any provision of the Agreement.
11. **WARRANTY OF CAPACITY.** The individuals signing this Agreement represent and warrant in their individual capacities that they have authority to execute this Agreement and that such execution shall cause this Agreement to be the legal and binding obligation of such party.
12. **GOVERNING LAW.** This Agreement has been executed and delivered in the State of Iowa and shall be interpreted under, construed, and enforced in accordance with the law of Iowa. It is agreed that Iowa will control the validity of the obligations of the parties created by this Agreement.
13. **MULTIPLE ORIGINALS AND COPIES.** This Agreement document may be executed in two
(2) identical counterparts, each of which will be deemed an original for all purposes. Each photocopy of telecopied facsimile of an original of this Agreement and/or an original signature, shall serve as an original agreement or original signature as applicable.

14. **NOTICES.** All written notices required under this agreement, including fees for services, shall be provided to the following addresses:

COUNTY
Board of Supervisors
227 South 6th Street, 2nd Floor
Pottawattamie County
Courthouse Council Bluffs - IA
51501

PHYSICIAN
Dr. Ivan Delgado
59637 630th Street
Atlantic, IA 50022

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day, month and year first above written.

Board of Supervisors

Brian Shea
Chairman, Pottawattamie County
Board of Supervisors

Date

Dr. Ivan Delgado
Physician

Date

INDEPENDENT CONTRACTOR PHYSICIAN AGREEMENT

This Independent Contractor Physician Agreement, ("Agreement"), made and entered into as of this 1st day of July 2023 by and between **POTTAWATTAMIE COUNTY, IOWA** ("County"), and **Dr. Gregory Davis D.D.S.**, (Dentist);

Witnesseth:

WHEREAS, the County has contracted to provide licensed dentists for dental services coverage at the Pottawattamie County Jail, located in Council Bluffs, Iowa, ("Jail), and

WHEREAS, The Dentist is licensed by the State of Iowa to practice medicine and is desirous of contracting with County as an independent contractor to provide a portion of such dental services coverage,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **COVERAGE.** Dentist agrees to provide dental services and on-call coverage at the Jail for the term of this Agreement. Dentist also agrees to coordinate complex dental coverage for patients needing advanced care from the Jail during the term of this Agreement. Dentist shall assist in arrangement for coverage of medical services if unavailable for an extended period of time during the term of this Agreement.
2. **DENTAL SERVICES.** Dentist shall be responsible for providing dental services to inmates of the Jail consistent with community standards. Dentist shall serve as liaison for clinical matters with dental providers outside the system. Dentist shall assure implementation and on-going supervision of on-site chronic issues. Dentist shall consult with medical providers in the community to resolve issues in delivering services to inmates. Dentist shall monitor referrals to outside dental care facilities for appropriateness, quality and continuity of care. Dentist shall keep patient information confidential and respect patients' right to privacy in accordance with accepted confidentiality practices for incarcerated individuals.
3. **FEES.** County agrees to pay Physician the sum of Eighty dollars (\$80.00) per hour for coverage provided by Physician under this Agreement which shall be mailed to Dentist on the tenth (10th) day of each month for services rendered the preceding month. Dentist, as an independent contractor, is responsible for providing Dentist's own general liability insurance, automobile insurance and workers' compensation insurance, and Dentist agrees to indemnify and hold County harmless for any claims against County arising for Dentist's failure to carry such insurance. The Dentist agrees to carry the cost of dental malpractice insurance for his services in the Jail. Such coverage will be to the 1,000,000 to 3,000,000 million dollar of liability coverage for malpractice coverage.

4. **CREDENTIALS/REFERENCES.**

(a) Dentist will provide the County any updates or renewals in 30 days to all professional licenses and prescription licenses required by the State of Iowa and the care delivered to Jail inmates. Such renewal and change of notices shall be sent to the Jail Medical Manager. The Physician warrants that he has the proper medical licenses to deliver medical care to the Jail.

(b) Physician hereby warrants that in the application process, Physician has fully disclosed all details concerning Physician's license and Physician's ability to prescribe controlled substances. Physician further affirms that Physician has never been convicted of a felony nor is Physician currently under indictment for a felony.

5. **INDEPENDENT CONTRACTOR.** This Agreement shall in no way be construed to mean or suggest County is engaged in the practice of medicine. The relationship between County and Dentist pursuant to this Agreement shall be that of independent contractor. County shall not exercise control of any nature, kind or description, relating to the manner or means in which Dentist performs medical services; Dentist shall be responsible for Dentist's own actions and decisions. County shall not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes (including gross receipts tax, if applicable), F.I.C.A taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for on behalf of the Dentist. All such payments, withholdings and benefits are the responsibility of Dentist.

6. **TERM AND TERMINATION.**

- (a) This Agreement shall be in effect from **JULY 1st, 2023 through JUNE 30th, 2024** and can be automatically renewed thereafter for successive one (1) year terms, unless either party gives written notice to the other party of its intention to terminate this Agreement, such notice to be given no later than thirty (30) days prior to the last day of the then-existing term.
- (b) Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice thereof to the other party. Termination shall be effective on the last day of the thirty (30) day period.
- (c) Either party may terminate this Agreement immediately in the event of a material breach by the other party by giving written notice to such other party.
- (d) County may terminate this Agreement effective immediately upon giving written notice of termination to Dentist in the event of the occurrence of any of the following events:
 - (i) Dentist's ceasing to be licensed or otherwise qualified to practice medicine under the laws of the State of Iowa or the rules of any professional regulatory body governing the practice of dentistry under the laws of the State of Iowa or the rules of any professional regulatory body governing the practice of dentistry in Iowa; (ii) Jail's refusal to approve the Dentist; (iii) conviction of a felony; or (iv) Dentist's addiction to drugs or other substances.
- (e) All notices to be given hereunder shall be given in writing by certified mail receipt requested, overnight delivery, telefax or personal delivery to each party's current address. Such notice shall be effective on the date of mailing to the other party.

7. **REPRESENTATIONS.** Dentist represents and warrants to County: (i) that there are no restrictions, agreements or understandings whatsoever to which the Dentist is a party or to which Dentist is subject which would prevent or make unlawful Dentist execution of this Agreement or rendering of the services to be provided hereunder; (ii) that the execution of this Agreement and the rendering of the services as contemplated hereby shall not constitute a breach of any contract, agreement or understanding, oral or written, to which the Dentist is a party or by which Dentist is bound.
8. **ENTIRETY OF AGREEMENT.** This Agreement constitutes the entire agreement of the parties and is intended as a complete agreement of the promises, representations, negotiations, and agreements that may have been made in the connection with the subject matter hereof. This agreement supersedes any prior oral or written agreement.
9. **SEVERABILITY.** If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.
10. **CONSTRUCTION OF HEADINGS.** The captions or headings are for convenience only and are not intended to limit to define the scope or effect of any provision of the Agreement.
11. **WARRANTY OF CAPACITY.** The individuals signing this Agreement represent and warrant in their individual capacities that they have authority to execute this Agreement and that such execution shall cause this Agreement to be the legal and binding obligation of such party.
12. **GOVERNING LAW.** This Agreement has been executed and delivered in the State of Iowa and shall be interpreted under, construed, and enforced in accordance with the law of Iowa. It is agreed that Iowa will control the validity of the obligations of the parties created by this Agreement.
13. **MULTIPLE ORIGINALS AND COPIES.** This Agreement document may be executed in two
(2) identical counterparts, each of which will be deemed an original for all purposes. Each photocopy of telecopied facsimile of an original of this Agreement and/or an original signature, shall serve as an original agreement or original signature as applicable.
14. **NOTICES.** All written notices required under this agreement, including fees for services, shall be provided to the following addresses:

COUNTY

Board of Supervisors
227 South 6th Street, 2nd Floor
Pottawattamie County
Courthouse Council Bluffs - IA
51501

Dr. Gregory Davis D.D.S.
Dentist
5002 Bedford
Omaha, NE 68104

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day, month and year first above written.

Board of Supervisors

Brian Shea
Chairman, Pottawattamie County
Board of Supervisors

Date

Dr. Gregory Davis D.D.S.
Dentist

Date

**Jason Slack/Director, Building
and Grounds and Kim Bogatz
and/or Ryan TerSteeg, HGM
Associates**

Discussion and/or decision on approving and authorizing Chairman to sign HGM's amendment to cost for the change in scope associated with the addition of ADA ramp.



June 20, 2023

Pottawattamie County Board of Supervisors

Attn: Brian Shea, Chairman

227 South 6th Street

Council Bluffs, Iowa 51501

Subject: Pottawattamie County Courthouse Addition - Ramp
HGM Project No. 107419E
Change in Services - Amendment to Agreed Cost #1

Dear Brian:

On behalf of HGM ASSOCIATES INC. (HGM), we are proposing to provide services not included in our original agreement for this project dated September 20, 2019. This letter shall serve as Amendment Number #1 to the original agreement.

The services not included in the original agreement are: Entry ramp design and lobby modifications further described as follows:

1. PRELIMINARY DESIGN

- A. Develop preliminary ramp plans and elevations based on the sketch that was reviewed by the City of Council Bluffs (attached, labeled as Exhibit A).
- B. Develop structural requirements for modifications to the existing courthouse structure and develop ramp structure.
- C. Develop mechanical requirements for modifications and additions to the existing snowmelt system.
- D. Develop electrical requirements for ramp egress lighting.
- E. Develop (2) renderings of the ramp for Client to review.
- F. Select and modify existing door hardware as required for new vestibule layout.
- G. Develop Preliminary Opinion of Probable Cost for the Project.
- H. Meet with Client to review Preliminary plan and finishes developed by HGM. (1) Meeting to review preliminary plans is included with this scope of work. Additional meetings requested by the Client will be billed as an Additional Service.

Deliverables:

- Preliminary ramp plans and elevations.
- (2) Ramp renderings.
- Preliminary Opinion of Probable Cost.

2. FINAL CONSTRUCTION DOCUMENT SET

- A. Review Plans with Code Officials and Fire Marshal before finalizing.
- B. Prepare Final Design Documents, stamped by licensed Architect and Engineers.
- C. Submit Final Design Documents to Code Officials and Contractors.

Deliverables:

- Final Architectural construction documents stamped by licensed Architects and Engineers including but not limited to demolition plans, final design plans, elevations, sections, and details.
- Final Mechanical, Plumbing and Electrical Engineering construction documents for the Pottawattamie County Courthouse Addition - Ramp.
- Final Civil construction documents for the Pottawattamie County Courthouse Ramp Addition.
- Final Structural construction documents for the Pottawattamie County Courthouse Addition - Ramp.

ITEMS NOT INCLUDED IN THIS PROPOSAL:

The following items are **not** included in this proposal but can be added as an Additional Service with an Amendment to this agreement.

- A. Bidding or negotiation services.
- B. Construction administration services.
- C. Surveying services.
- D. Geotechnical report.
- E. Other services not specifically mentioned in Exhibit A.

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. Access to site and throughout facility.
- B. Use of existing available drawings and record information.
- C. Contact person to coordinate the design.

HGM will provide these Additional Services on an hourly basis with a not to exceed ceiling on our fees of \$30,000.

We anticipate that we will be able to begin work on this project within (1) calendar day of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that Preliminary Design deliverables to review can then be completed within (14) business days from the authorization to proceed. If at any time we are delayed in the performance of these services, we will notify you immediately.

Brian Shea
Pottawattamie County Board of Supervisors
June 20, 2023

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Kim Bogatz, AIA, LEED AP BD+C
Project Manager



Terrence L. Smith, P.E.
President

Authorization of Additional Services:

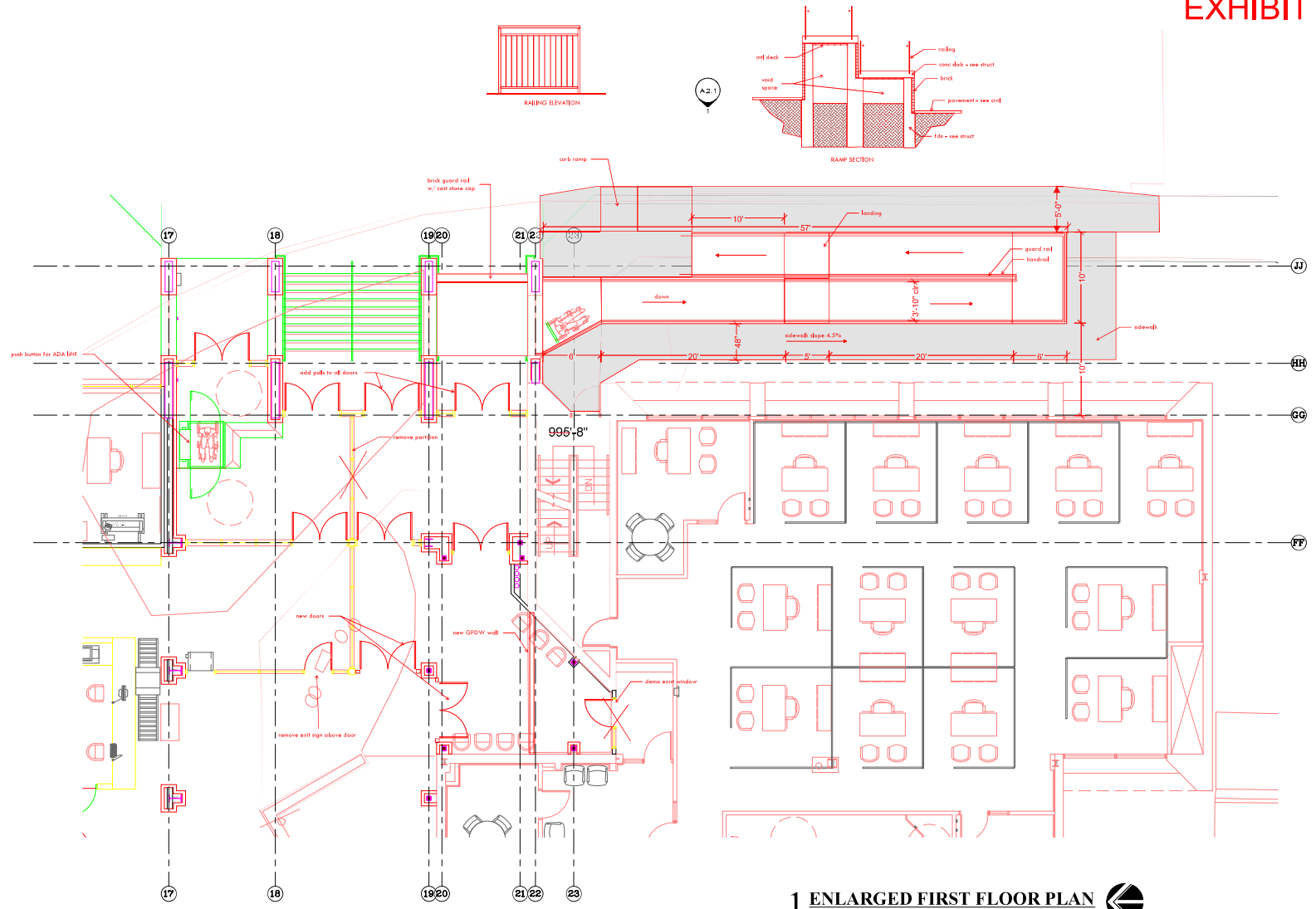
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS - CLIENT

Authorized Signature

Printed Name & Title

Date

EXHIBIT A



1 ENLARGED FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"



00% PROGRESS SET
NOT FOR CONSTRUCTION

hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

the drawings herein were prepared by the firm of architects, engineers, interior designers, landscape architects, and surveyors, and are the property of the firm. no part of these drawings shall be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the firm.

REV	DATE	BY	CHK

PROJECT: POTTAWATTAMIE COUNTY, IOWA COURTHOUSE ADDITION
CLIENT: POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS
SHEET: ENLARGED FIRST FLOOR PLAN

PROJECT NO. 107419E
SHEET **A1.2A**

Jason Slack/Director, Building and Grounds

**Discussion and/or decision to remove cash option in the
outside parking kiosk.**

Other Business

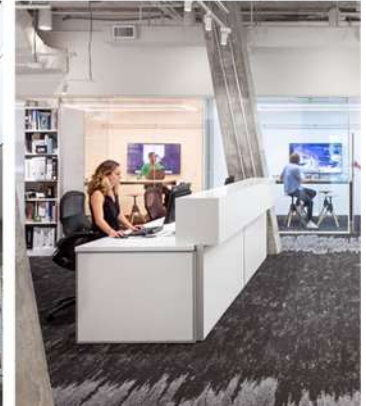
David Bayer/Chief Information
Officer, IT and Mitch
Kay/Director, Finance and
Budget

**Discussion and/or decision to approve Board Chairman
to sign Proposal for Audio Visual upgrades for Board
Hearing Room.**

Proposal Prepared For

Pottawattamie County

Pottawattamie County-Board Rm (Council Bluffs, IA)



10351 Portal Rd.
Suite 109
LaVista, NE 68128

www.avispl.com

Prepared by: Doug Seaman
Doug.Seaman@avispl.com
Proposal no: 421072-4

Thank you for the opportunity to provide this proposal.

We're excited to work with you.

At AVI-SPL, our goal is to empower meaningful communication and collaboration. By understanding your needs and applying our expertise, we help you improve the user experience of your collaboration systems – anywhere in the world.

Here's how we do it.

Like you, we take a holistic approach. No matter where you are on your journey to plan, deploy, and operate your optimal collaboration environment, we can guide and support you. Together, we'll achieve a new state of working together and manage the full lifecycle of the technology powering it.

And here's why.

As a digital enablement solutions provider, we transform how people and technology connect to elevate experiences, create new value, and enable organizations such as yours to thrive and grow. Our vision – to help your teams work smarter and live better.

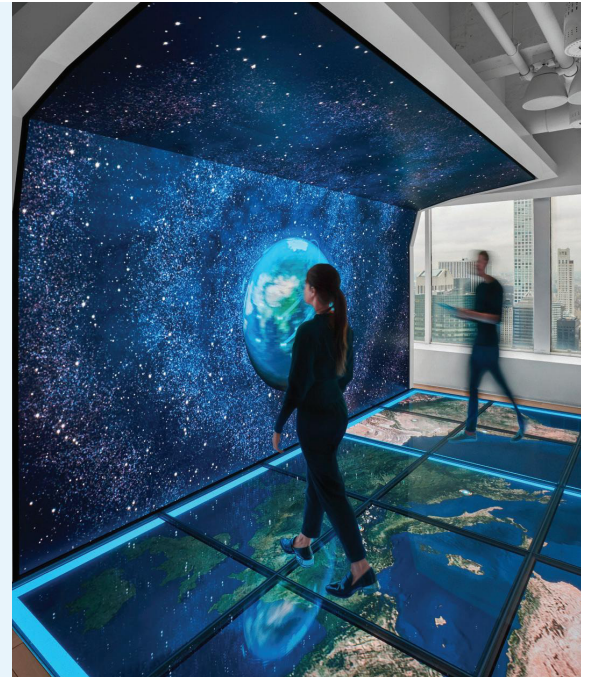


At AVI-SPL, our goal is to empower meaningful communication and collaboration.

We take your investment in collaborative solutions as seriously as you do.

That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and that you get the return on investment you expect.

The hallmark of AVI-SPL's client success is our ability to keep pace with the technology trends that drive the way organizations operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.



When you partner with us as your trusted guide, you will experience:



Commitment

A partner **committed** to your success and making a positive impact on your organization and our world



Expertise

Expertise you can trust to guide your digital transformation and realize your business objectives



Proven Record

A **proven** track record of supporting deployment and managed services in-country, wherever needed



Global Reach

Optimized **global deployment** teams with in-country support teams to deliver localized solutions and service – anywhere in the world



Customer Experience

World-class **customer experience** with a continual improvement mindset informed by the ITIL methodology



Analytics

Focus on **actionable** business intelligence with routine reporting on key success metrics and usage analytics powered by our patented Symphony application

Pottawattamie County: Boardroom, Council Bluffs, IA OP421072-4 Scope of Work

Room Name: Boardroom

Design Narrative: A Microsoft TEAMS Room with multiple displays.

Video System:

AVI-SPL will provide and install one 85" interactive touch, and one 85" 4K display on tilting wall mounts.

AVI-SPL will provide and install a DM receiver behind each display for connectivity to owner furnished matrix switcher.

AVI-SPL will provide and install two DM 8G+ output cards in owner furnished matrix switcher.

AVI-SPL will provide two Pan/Tilt/Zoom cameras.

AVI-SPL will provide two SDI to USB converters to connect the cameras to the TEAMS engine.

AVI-SPL will connect the SDI output of the cameras to the existing owner furnished SDI inputs of the matrix switcher.

AVI-SPL will use the existing DM matrix switcher, two SDI input cards, and four HDMI input cards.

AVI-SPL will use the existing HDMI output card and 8G output card.

AVI-SPL will use the existing Apple TV and Airmidia gateway.

Audio System:

AVI-SPL will use the existing speakers, currently installed.

AVI-SPL will use the existing speaker amplifier, currently installed.

AVI-SPL will use the existing ceiling microphone array, currently installed.

AVI-SPL will use the existing audio interface, currently installed.

Audio/Video Conference System:

AVI-SPL will use existing audio DSP, currently installed.

AVI-SPL will use existing conference bridge, currently installed.

User Interface/Control System:

AVI-SPL will provide and install two 10" touch screens. These touchscreens will provide all TEAMS functions when in TEAMS mode, and room functions when in Settings mode. The graphics for this touch screen will be based on AVI-SPL templates which are formed from industry standards, end user logo, room names, etc. can be added. A 10" TEAMS configured touchscreen will be provided for TEAMS engine control.

Room Status Indicator:

AVI-SPL will provide and install two room status indicators for the room.

Equipment Racks and Storage:

AVI-SPL will use existing mobile rack, currently installed.



Owner Responsibilities:

- The room owner shall be responsible for ensuring that power is located at each display and rack location prior to the start of AV installation.
- The room owner shall be responsible for ensuring that four data network jacks are located at the equipment rack location prior to the start of AV installation.
- The owner shall be responsible to ensure that any devices requiring configuration by the owner such as phone lines (VoIP or POTS), Video Codecs, Teams or Zoom accounts (or similar UC accounts) are configured in a timely manor for full system testing coordinated with PM. Owner shall be responsible for a TEAMS PRO license.

Room/Site Access and Scheduling:

- Due to supply chain issues and current increased demand for certain products, AVI-SPL cannot guarantee any equipment ETA's. Once orders are placed and accurate estimated equipment deliveries can be determined, AVI-SPL will work closely with the project stakeholders to determine an accurate and acceptable project delivery date.
- AVI-SPL will require unabated access to the area of work for seven business day(s) from 8a.m.-5p.m.
- Changes in confirmed scheduling as a result of other trades and/or site availability may result in project scheduling moving to next available which may mean up to a three-week adjustment. Should this type of schedule changes happen more than once it may result in additional labor charges for lost time,

Notes:

- Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, may be added to the project billing as required.

Room Summary - Boardroom

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		<u>INTERACTIVE DISPLAY</u>			
SAMSUNG	SAMWM85B	LCD, 85" 4K/UHD 166LB 350NIT 20PT TOUCH 16/7 4K:1C FLIPCHART	1	\$5,294.52	\$5,294.52
CHIEF	CHIXTM1U	MOUNT, FUSION MICRO-ADJ TILT WALL MOUNT, EXTRA LARGE	1	\$264.56	\$264.56
CRESTRON	CREDMRMC4KZ100C	RECEIVER/ROOM CONTROLLER, DM 8G+ 4K60 4:4:4 HDR 100	1	\$689.87	\$689.87
		<u>DISPLAY EQUIPMENT</u>			
SAMSUNG	SAMQB85RB	LCD, 85" 4K/UHD 350NIT 108LB 4K:1 CONT 16/7	1	\$2,583.86	\$2,583.86
CHIEF	CHIXSM1U	MOUNT, FUSION MICRO-ADJ FIXED WALL MOUNT, EXTRA LARGE	1	\$218.99	\$218.99
CRESTRON	CREDMRMC4KZ100C	RECEIVER/ROOM CONTROLLER, DM 8G+ 4K60 4:4:4 HDR 100	1	\$689.87	\$689.87
		<u>VIDEO EQUIPMENT</u>			
CRESTRON	CREUCCX100T	CONFERENCE SYSTEM, FLEX ADVANCED FOR MS TEAMS ROOMS	1	\$4,641.77	\$4,641.77
VADDIO INC	VAD99999300000	CAMERA, ROBOSHOT 12E SDI	2	\$3,940.72	\$7,881.44
MAGWELL	MAG32050	DONGLE, USB CAPTURE SDI PLUS	2	\$340.51	\$681.02
STARTECH.COM	STAST4300USBM	USB HUB, 4-PORT RUGGED 3.0	1	\$128.16	\$128.16
CRESTRON	CREDMMD8X8	**8X8 DigitalMedia SWITCHER (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREDMCSDI	INPUT CARD, SDI FOR DM SWITCHERS (Owner Furnished Equipment)	2	OFE	OFE
CRESTRON	CREDMC4KHDCP2	**INPUT CARD, 4K HDMI FOR DM SWITCHERS (Owner Furnished Equipment)	4	OFE	OFE
CRESTRON	CREDMC4KCOHD	**DM OUTPUT CARD, 2-CHANNEL 4K, 8G+ (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREDMC4KZHDO	OUTPUT CARD, 2-CHAN HDMI 4K60 4:4:4 HDR SCALING FOR DM SWITC (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREDMC4KZCOHD	OUTPUT CARD, 2-CH DIGITALMEDIA 8G+ 4K60 4:4:4 HDR FOR DM SWI	2	\$950.63	\$1,901.26
CRESTRON	CREDMC4KZHD	INPUT CARD, HDMI 4K60 4:4:4 HDR FOR DM SWITCHERS	2	\$556.96	\$1,113.92
APPLE COMPUTER	APPMR912LLA	**APPLE TV (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREAM100	**PRESENTATION GATEWAY, AIRMEDIA,	1	OFE	OFE

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		WIRELESS (Owner Furnished Equipment)			
PC	OFE PC	OFE PC (AT DAIS) (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREDMTX201C	TRANSMITTER, DIGITALMEDIA 8G+, 201 SERIES (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREHDWP4K401C	PROCESSOR, 4K MULTI-WINDOW W/HDBASET & HDMI OUTPUTS	1	\$5,605.06	\$5,605.06
		AUDIO EQUIPMENT			
SHURE	SHUMXA910WUS	**MICROPHONE, CEILING,W/ INTELLIMIX FOR 24" GRID, WHITE (Owner Furnished Equipment)	1	OFE	OFE
SHURE	SHUMXWAN8	NETWORK INTERFACE, 8-CH (Owner Furnished Equipment)	1	OFE	OFE
BIAMP SYSTEMS	BIATESIRAFORTEVI	**TESIRA FORTE DSP I/O SERVER W/ (2) VOIP INTERFACE. AEC (Owner Furnished Equipment)	1	OFE	OFE
VADDIO INC	VAD9998210000	AV BRIDGE, HD VIDEO ENCODER (Owner Furnished Equipment)	1	OFE	OFE
EXTRON ELECTRONICS	EXT60183301	USB SWITCHER, TWO INPUT SUPERSPEED 10G	1	\$803.80	\$803.80
JBL	JBLCONTROL47CT	SPEAKER, PREMIUM IN-CEILING COAX W/6.5" (ORDER IN PAIRS) (Owner Furnished Equipment)	8	OFE	OFE
EXTRON ELECTRONICS	EXT60124401	AMPLIFIER, XPA 4002 2-CHANNEL/ 400W PER CHANNEL (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREUSBEXT2KIT	USB EXTENDER, LOCAL AND REMOTE	2	\$696.20	\$1,392.40
		CONTROL EQUIPMENT			
CRESTRON	CRECP3N	**CONTROL PROCESSOR, 3 SERIES (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CRETSW750BS	**TOUCH SCREEN, 7" SURFACE MOUNT - BLACK SMOOTH (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CRETSW750TTKBS	**TABLE TOP KIT FOR TSW-750, BLACK SMOOTH (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CRETS1070BS	TOUCH SCREEN, 10.1" TABLETOP, BLACK SMOOTH	1	\$2,297.47	\$2,297.47
		ROOM STATUS INDICATOR			
CRESTRON	CRESSW102EL	SIGN, MEETING ROOM AVAILABILITY, WALL MNT, ENHA (WITH ENGRAV	2	\$278.48	\$556.96

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		RACK EQUIPMENT			
MIDDLE ATLANTIC	MIDPTRK21	RACK, 21 SPACE PORTABLE ROLLING (Owner Furnished Equipment)	1	OFE	OFE
				Subtotal	\$36,744.93

Room Support and Maintenance

Elite Plus Maintenance Services - Room; 36-months

\$16,704.21

- Maintenance Option, Preventative Maintenance Visit

Equipment Total	\$36,744.93
Installation Materials	\$6,121.51
Professional Services	\$21,445.00
Direct Costs	\$0.00
General & Administrative	\$1,357.01
Services - Room Support and Maintenance	\$16,704.21
Subtotal	\$82,372.66

For informational purposes only – all Purchase Orders must match Investment Summary details.

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Investment Summary

Prepared For:	David Bayer
	Pottawattamie County
	227 South 6th Street
	Council Bluffs, IA 51501-4269

Prepared By:	Doug Seaman
Date Prepared:	06/06/2023
Proposal #:	421072-4
Valid Until:	07/07/2023

Total Equipment Cost	\$42,866.44
-----------------------------	--------------------

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services	\$21,445.00
--	--------------------

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs	\$0.00
---------------------	---------------

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative	\$1,357.01
-------------------------------------	-------------------

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance	\$16,704.21
--	--------------------

Includes post-installation support and maintenance options selected for installed rooms

Subtotal	\$82,372.66
Tax	Exempt (*)
Total	\$82,372.66

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

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Terms and Conditions

This Proposal together with AVI-SPL’s General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the “Agreement”) constitutes the entire agreement between AVI-SPL LLC (“Seller”, “AVI-SPL”, “we”, “us”, “our”) and the buyer/customer identified in the Proposal (“Buyer”, “Customer”, “Client”, “you”, “your”) with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller’s confirmation in writing of Buyer’s order and Seller’s performance under the applicable Proposal. Any terms and conditions contained in Buyer’s purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer’s receipt of invoice. For purposes of this Agreement, “Stand-alone Services” means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Title

Buyer Authorized Signatory Name

Date

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Project Delivery Timeline / Supply Chain Comments

Room Name: Boardroom

Design Narrative: While AVI-SPL is unable to guarantee any equipment ETAs due to current supply chain volatility, the following is a summary of our best estimate for equipment arrival. This information changes daily and should be assumed to be accurate only as of 6/6/2023. As a general statement, Crestron equipment is severely constrained until late 2023 / early 2024. We can redesign the system around a completely new video distribution and Teams engine, but that would increase the project budget by an order of magnitude.

Room Name	Model	Manufacturer	Qty	ETA
Boardroom	CHIXTM1U	CHIEF	1	Now
Boardroom	CHIXSM1U	CHIEF	2	Now
Boardroom	CREDMRMC4KZ100C	CRESTRON	3	Q3 2023
Boardroom	CREUCCX100T	CRESTRON	1	Q1 2024
Boardroom	CREDMC4KZCOHD	CRESTRON	2	Q4 2023
Boardroom	CREDMC4KZHD	CRESTRON	2	Q4 2023
Boardroom	MAG32050	MAGWELL	2	Now
Boardroom	STAST4300USBM	STARTECH.COM	1	Now
Boardroom	VAD99999300000	VADDIO INC	2	5 DAYS
Boardroom	VAD9995750000	VADDIO INC	1	Jun-23

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References (Teams Rooms and/or government installations)

<p>The Scoular Company Apollo Gichema agichema@scoular.com 402-449-1474</p> <p>Scope: Conference Rooms (Teams Engines)</p>	<p>Pella Corporation Ron Baker bakerr@pella.com 641-204-2369</p> <p>Scope: Conference Rooms (Teams Engines)</p>
<p>County of Grande Prairie, Alberta, Canada Natalia Madden, Information Systems Manager nmadden@countygp.ab.ca 780.532.9842 x 1266</p> <p>Scope: Council Chambers</p>	<p>City of Williamsburg, Virginia Mark Barham, CGCIO mbarham@williamsburgva.gov 757-220-6189</p> <p>Scope: Emergency Operations Center (EOC)</p>

Our Integration Process



World-class approach to defining client needs and delivering with consistent approach to execution.
 Detailed Operations Playbook = Consistent, High Quality Project Outcomes

- **Each step defined and documented:** based on AVI-SPL best practices & globally recognized standards
- **Standardized documents, forms & instructions:** a cadence for reporting & communications methods
- **Companywide adoption & training:** measurable deliverables
- **Full range of engagement types:** small & simple to large & complex
- **Continuous improvement:** CSAT/NPS focus w/ root cause analysis & action-oriented outcomes

AVI-SPL provides innovative solutions seamlessly integrated with simple but effective user experiences. To that end, AVI-SPL utilizes a five-step process to provide you with consistent communication and flawless execution from project conception to completion.

Phase I **Initiate**

- The initiate phase is critical to the success of both the solution implementation and post deployment services to ensure acclimation, adoption and continued use of the technology.
- During this phase, your project team is selected based on the size, scope and complexity of the solutions to be implemented. All details and information are successfully transitioned to the internal project team via a comprehensive kick-off meeting.
- External kick-off discussions are organized and conducted with your key stakeholders to formally discuss project parameters of scope, schedule and communication strategy along with any other key topics to ensure proper alignment. The output of these discussions initiates engineering finalization, equipment procurement & programming services.

Our Integration Process

Phase II Plan

- The planning phase begins with development of the project schedule including detailed work breakdown tasks identifying key deliverables, dependencies and both internal and external milestones required to successfully execute the project.
- Detailed communication plans are developed to provide your key stakeholders with project progress reporting to indicate status against the project schedule along with any identified risks.
- Acceptance test plan procedures are developed and communicated to ensure agreed upon scope and functionality requirements are achieved.

Phase III Execute

- During the execution phase, all engineering, programming, fabrication and on-site installation activities are completed in accordance with the agreed upon project scope and schedule.
- Daily progress reports are completed, sent back to our Project Management staff and consolidated into weekly progress reports that you will receive.
- Upon completion of on-site installation activities, test and commissioning takes place in accordance with the agreed upon test plan procedures to ensure fully functional solutions.
- Final inspection and walk-through of the project is conducted in coordination with your key stakeholders to administer acceptance of the deployed solutions.



Our Integration Process

Phase IV Monitor

- The monitor phase is ongoing throughout the entire project lifecycle.
- All project work activities are consistently reviewed to ensure alignment with the approved schedule and milestones, adjusting resource planning as required. All changes to scope, schedule and budget are closely controlled to eliminate or minimize change management.
- Quality assurance is adhered to through checks and balances along with consistent testing at specified intervals in the project lifecycle. Risk management plans are constantly reviewed, and risk mitigation strategies deployed to ensure scope and schedule remain on track.
- External reporting is critical to this phase to align your key stakeholders to both internal and on-site status of our progress.

Phase V Close

- The final phase is focused on completion of all contractual and operational activities to obtain sign-off for the completed project. This includes demonstration and training on use of the installed solutions.
- All final project documentation for future warranty and service work is gathered and submitted to your key stakeholders as well as to our internal service team for onboarding purposes.
- Automated Customer Satisfaction Score (CSAT) and Net Promoter Score (NPS) surveys are deployed to obtain your feedback regarding our performance and leveraged as part of our continuous improvement practice.



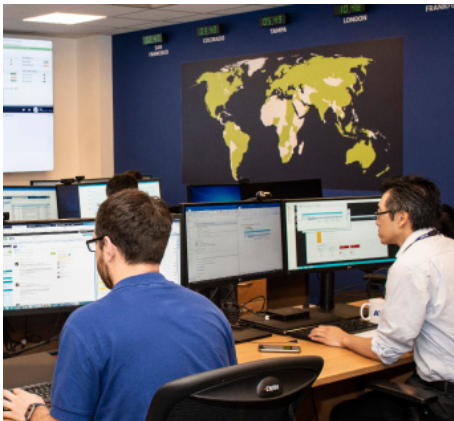
Global Support and Maintenance

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

Elite Support

Our Elite services give you an extra level of onsite responsiveness and support with:

- **Unlimited onsite support M-F, 8am-5pm***
- **Unlimited remote help desk support – available globally 24x7x365**
- Facilitation of manufacturer repair or replacement programs – **let us navigate your warranty terms**
- **Software and firmware updates** managed remotely for covered assets



Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOCs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOCs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

Repair/Replacement Facilitation – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

Software Updates and Upgrades – access to the help desk for software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

Unlimited Onsite Support – available Monday through Friday, 8 a.m. - 5 p.m.*, excluding holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

*Local standard time excluding AVI-SPL holidays.

Global Support and Maintenance

Looking for a specific support option to supplement our Enhanced or Elite service plans? We have you covered with our flexible, a la carte PLUS options. Available as add-ons to our Elite, Enhanced, and Enterprise Maintenance service offerings, PLUS options provide you with just the right mix of support.



PLUS Options

Accelerated Onsite

Options for 4-Hour and Next Business Day Onsite support ensure the fastest response possible for mission-critical technologies. Accelerated Onsite Response is subject to manufacturer shipping timelines when parts replacement is required.*

Consumable Replacement

Minimize user frustration and avoid unplanned expenses with Consumable Replacement. Full replacement, shipping, and remote installation assistance are included for high-volume points of failure of consumable components, including filters, fuses, controller power supplies, and batteries. Replacements can be ordered by contacting the Help Desk and processed with two-business day delivery. All replacements are guaranteed to meet manufacturer specifications for replacement.

Extended Hardware Replacement

Extended Hardware Replacement provides unlimited repair or replacement coverage for subscribed rooms affording enhanced protection for unplanned expenses with improved service restoration timelines. Parts are repaired and replaced with equipment of equivalent function at no additional cost. Equipment coverage is limited to the hardware or rooms detailed in this proposal. Owner furnished equipment is excluded.

Preventative Maintenance Visits

Preventative Maintenance Visits are prescheduled maintenance visits that provide a field technician to conduct an onsite 47-point cleaning, testing, and calibration of in-room devices. Technicians will record all activities and findings, then make recommendations for identified issues or opportunities for performance optimization. Issues found may be resolvable under any existing Elite or Enhanced maintenance contract at no additional cost. Unused Preventative Maintenance Visits expire at the end of the contract term.*

Programming Protection

Avoid unplanned expenses with unlimited programming support for AVI-SPL managed incidents. Programming Protection includes the necessary programming specialists when repair activities require an adjustment to return a room to service with its original functionality. Programming Protection requires AVI-SPL access to uncompiled code and excludes support not directly related to return to original functionality support.

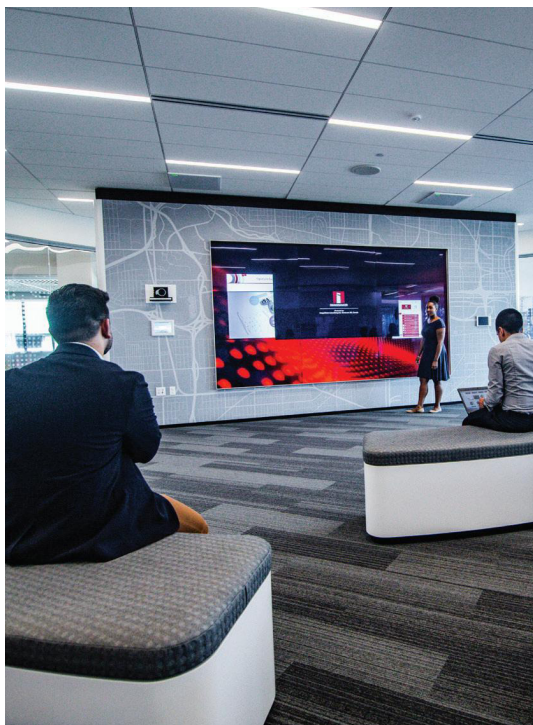
*Not available in all areas. Subject to AVI-SPL approval.

Integration Inclusions and Exclusions

Inclusions

The following items are **included** in this proposal unless **specifically noted otherwise** within this proposal document or scope of work statement:

- All equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming, and testing.
- Documentation package including complete as-built AV system diagrams, and manufacturer’s operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.



Any additional trips, labor, or materials due to failure of the other workforces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL’s standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner’s architect will provide AVI-SPL’s engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are **excluded** from this proposal **unless specifically identified otherwise** within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to, 110VAC, conduit, core drilling, raceway, and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching, and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching, or finishing, of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing. or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable, and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.



Addendum to General Terms and Conditions – Equipment Ordering

Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about _____, 20__.

AVI-SPL LLC Initials

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. Warranty on such equipment shall commence upon delivery of the equipment to Buyer’s designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum.

Buyer Initials

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

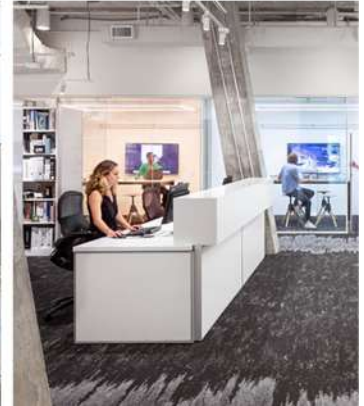
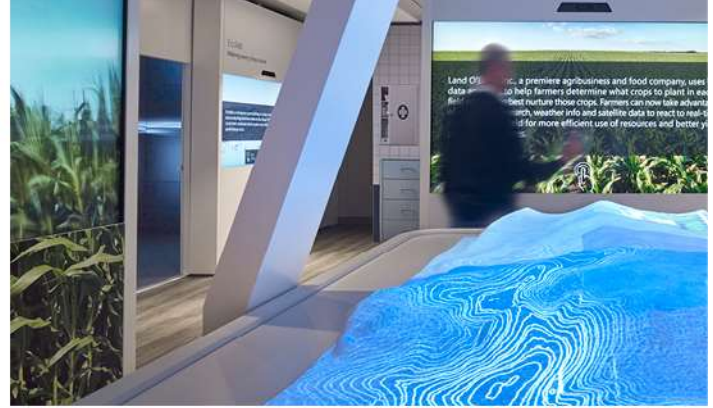
Date

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Proposal Prepared For

Pottawattamie County

Pottawattamie County-Board Rm (Council Bluffs, IA)



10351 Portal Rd.
Suite 109
LaVista, NE 68128

www.avispl.com

Prepared by: Doug Seaman
Doug.Seaman@avispl.com
Proposal no: 421072-7

Pottawattamie County: Boardroom, Council Bluffs, IA OP421072-7 Scope of Work

Room Name: Boardroom

Design Narrative: Automated Camera Control

Video System:

AVI-SPL will provide programming to create an automated camera control system that will trigger camera presets based on the person speaking in the room. All equipment required to perform this feature is owner furnished.

User Interface/Control System:

AVI-SPL will provide a button on the touchscreens for automatic camera control or manual camera control.

Room/Site Access and Scheduling:

Due to supply chain issues and current increased demand of certain products AVI-SPL cannot guarantee any equipment ETA's. Once orders are placed and accurate estimated equipment deliveries can be determined AVI-SPL will work closely with the project stakeholders to determine and accurate and acceptable project delivery date(s).

AVI-SPL will require unabated access to the area of work for two business day(s) from 8a.m.-5p.m.

Changes in confirmed scheduling as a result of other trades and/or site availability may result in project scheduling moving to next available which may mean up to a three-week adjustment. Should this type of schedule changes happen more than once it may result in additional labor charges for lost time,

Notes:

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, may be added to the project billing as required.

Room Summary - First Room

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
Subtotal					\$0.00

Room Support and Maintenance

Elite Maintenance Services - Room; 36-months **\$0.00**

Equipment Total	\$0.00
Installation Materials	\$0.00
Professional Services	\$4,080.00
Direct Costs	\$0.00
General & Administrative	\$26.12

Subtotal					\$4,106.12
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For informational purposes only – all Purchase Orders must match Investment Summary details.

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Investment Summary

Prepared For:	David Bayer
	Pottawattamie County
	227 South 6th Street
	Council Bluffs, IA 51501-4269

Prepared By:	Doug Seaman
Date Prepared:	06/06/2023
Proposal #:	421072-7
Valid Until:	07/07/2023

Total Equipment Cost \$0.00

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services \$4,080.00

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$0.00

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative \$26.12

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Subtotal	\$4,106.12
Tax	Exempt (*)
Total	\$4,106.12

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

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Terms and Conditions

This Proposal together with AVI-SPL’s General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the “Agreement”) constitutes the entire agreement between AVI-SPL LLC (“Seller”, “AVI-SPL”, “we”, “us”, “our”) and the buyer/customer identified in the Proposal (“Buyer”, “Customer”, “Client”, “you”, “your”) with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller’s confirmation in writing of Buyer’s order and Seller’s performance under the applicable Proposal. Any terms and conditions contained in Buyer’s purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer’s receipt of invoice. For purposes of this Agreement, “Stand-alone Services” means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Title

Buyer Authorized Signatory Name

Date

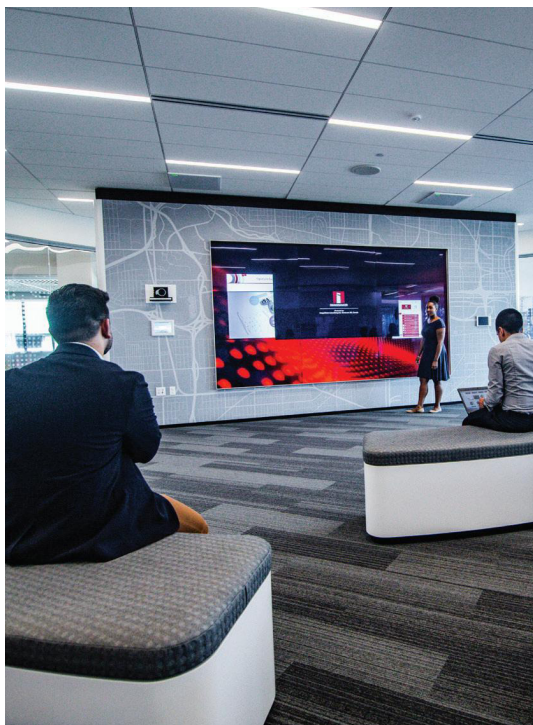
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AVI-SPL LLC Initials

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By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum.

Buyer Initials

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

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

**Discussion and/or decision to approve and authorize
Board to sign: Resolution No. 49-2023 entitled:
Appropriation Resolution to make appropriation for
each of the different officers and departments for the
fiscal year beginning July 1, 2023.**

RESOLUTION NO. 49-2023

APPROPRIATIONS RESOLUTION

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year beginning July 1, **2023**, in accordance with Section 331.434, Subsection 6, Code of Iowa.

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

SECTION 1: The amounts itemized by fund and by department or office on the attached Schedule "B" are hereby appropriated from the resources of each fund so itemized, to the department or office listed in the first column on the same line of the attached Schedule.

SECTION 2: Subject to the provisions of other County procedures and regulations, and applicable State Law, the appropriations under Section 1 shall constitute authorization for the department or officer to make expenditures or incur obligations from the itemized fund, effective **July 1, 2023**.

SECTION 3: In accordance with Section 331.437, Code of Iowa, no department or office shall expend or contract to expend any money or incur any liability or enter into the contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

SECTION 4: If any time during the 2023-2024 Budget Year the Auditor ascertains that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

SECTION 5: The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and the unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers as prescribed by law or as otherwise required and determined within reasonable limits during the **2023-2024** Budget Year.

SECTION 6: All appropriations authorized in accordance with this resolution lapse, **June 30, 2024**.

Dated this 27th Day of June, 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
<hr/> Brian Shea, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Scott Belt	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Susan Miller	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<hr/> Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST:

Melvyn Houser, County Auditor

FY 2022-2023 Pottawattamie County Budget Appropriations

DEPT #	DEPARTMENT NAME	CERTIFIED BUDGET 04/18/23	ORIGINAL	AMENDMENT	Original Budget With Amendments	DEPT #
01	Board of Supervisors	28,514,132	28,514,132		28,514,132	01
02	Auditor	1,679,783	1,679,783		1,679,783	02
03	Treasurer	1,879,927	1,879,927		1,879,927	03
04	Attorney	3,768,268	3,768,268		3,768,268	04
05	Sheriff	9,863,059	9,863,059		9,863,059	05
06	Debt Service/Supervisors	3,542,825	3,542,825		3,542,825	06
07	Recorder	912,225	912,225		912,225	07
12	Medical Examiner	455,515	455,515		455,515	12
20	Secondary Roads	20,352,047	20,352,047		20,352,047	20
21	Veterans Service Office	506,424	506,424		506,424	21
22	Conservation	3,780,130	3,780,130		3,780,130	22
23	Physical Health & Education	1,748,097	1,748,097		1,748,097	23
24	General Assistance	230,744	230,744		230,744	24
25	DHS	332,300	332,300		332,300	25
27	Animal Control	187,813	187,813		187,813	27
29	Corrections-Jail	15,793,126	15,793,126		15,793,126	29
37	Communications-911	3,955,289	3,955,289		3,955,289	37
38	Environmental Health	715,194	715,194		715,194	38
40	Unemployment--HR	40,000	40,000		40,000	40
48	WIC	755,752	755,752		755,752	48
50	Human Resources	627,016	627,016		627,016	50
51	Building and Grounds	1,483,210	1,483,210		1,483,210	51
52	Information Services	2,435,941	2,435,941		2,435,941	52
53	Planning & Development	736,477	736,477		736,477	53
54	GIS	420,349	420,349		420,349	54
57	Thriving Families	476,483	476,483		476,483	57
58	CD Treatment Services	4,000	4,000		4,000	58
60	Mental Health	2,129,342	2,129,342		2,129,342	60
99	Non Departmental	24,224,811	24,224,811		24,224,811	99
TOTAL		131,550,279	131,550,279		131,550,279	

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

**Discussion and/or decision to approve and authorize
Board to sign: Resolution No. 50-2023 entitled: Setting
Forth Percentage of Funding for Property Tax Credits.**

Resolution No. 50-2023

Setting Forth Percentage of Funding for Property Tax Credits & Exemptions for Assessment Year 2022

Whereas, the State of Iowa has appropriated funds for fiscal year July 1, 2023 through June 30, 2024, which moneys are sufficient to fund fully the various local property tax credits /exemptions,

And, whereas, Iowa Code Section 25B.7 requires local governments to extend to the taxpayers only those portions of the property tax credits/exemptions that are estimated by the Iowa Department of Revenue and Finance to be funded by the state appropriation,

And, whereas the Iowa Department of Revenue and Finance has estimated the percentages of funding for the affected property tax credits/exemptions as follows: Homestead Credit (including Disabled Veteran’s Homestead Credit) 100%, Low-income, Elderly, Disabled Credit 100%, Military Exemption 100%,

And, whereas the Iowa Department of Revenue and Finance has estimated the prorated percentages of funding for the affected property tax credits as follows: Agland Credit 21.71514547% and Family Farm Credit 15.46026369%,

Now, therefore, be it resolved pursuant to Iowa Code Section 25B.7 that the property tax credits/exemptions in Pottawattamie County for fiscal year July 1, 2023 through June 30, 2024 shall be funded as follows: Homestead Credit 100% Disabled Veteran’s Homestead Credit 100% Low-Income, Elderly, Disabled Credit 100% Military Exemption 100% Agland Credit 21.71514547% Family Farm Credit 15.46026369%

Dated this 27th 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

Jana Lemrick/Director, Human
Resources and Steve
Winchell, Captain/Sheriff's
Office

**Discussion and/or decision on Detention Administrative
Coordinator pay range.**

Jana Lemrick/Director, Human
Resources and Mark
Shoemaker/Director,
Conservation

**Discussion and/or decision for approval of job
description of Office Coordinator.**

Pottawattamie County – Conservation Board Job Description

<u>POSITION TITLE:</u>	Office Coordinator
<u>REPORTS TO:</u>	Conservation Director (CD), Deputy Conservation Director (DCD)
<u>SUPERVISES:</u>	Administrative Assistant, Volunteers, Seasonals
<u>BARGAINING UNIT/GRADE:</u>	522
<u>FLSA STATUS:</u>	Full-time, FLSA Exempt

PURPOSE OF POSITION: Responsible for providing administrative services, supervising office procedures, and assisting the Conservation Director and Deputy Conservation Director in order to ensure the efficient operation of the Conservation Board and Pottawattamie Conservation Foundation. Manages and coordinates the business operations with responsibility for multiple fiscal functions which include budget preparation, accounts payable, accounts receivable, contract and grant accounting, cashiering and/or auxiliary enterprises.

ESSENTIAL FUNCTIONS:

Provide administrative and clerical support services to the Conservation Director and Deputy Conservation Director.

Answer incoming calls and greet visitors to the department, respond to inquiries and/or refer to appropriate sources for assistance.

Serve as liaison to the Pottawattamie County Conservation Board (PCCB) and Pottawattamie Conservation Foundation (PCF). Orients new board members and provides administrative services to Board members. Serve on other boards and committees as the job dictates such as Countywide Promotion and Tourism Committee or assign alternates to assist with these duties.

Prepare meeting notices, agendas and minutes for assigned boards which include but are not limited to: manage agenda process, prepare draft agenda for review, create agenda packet for distribution, post agendas, attend meetings and prepare minutes.

Prepare, in conjunction with the CD and DCD, an operating budget request. Maintain the daily financial activities, which include budget administration and formal budget revisions as required, accounting, purchasing, staff time sheet submittals, grant writing and administration, and auxiliary enterprises such as shipping and receiving, postal services, and printing services.

Manage cash, cash-related receipts, credit card transactions, accounts receivable and credit and collection functions, ensuring timely processing of billings, payments, and collection of program revenue.

Coordinate and respond to public communication received or sent by the department via direct phone calls, email, and written communication. Create and distribute information regarding conservation properties, programs, activities, and facilities to the public.

Promote PCCB through direct advertising, distribution of brochures and other publications, special projects, or events. Create brochures, flyers and publications for various parks and department special projects and events.

Coordinate seasonal hires and terminations.

Establish and maintain an accurate file system of official documents, periodicals, reports, forms, correspondence, and minutes.

Reconcile all fund balances between the Treasurer and Auditor's offices monthly and prepare documents required for the annual County audit.

Prepare capital asset additions and deletions to ensure appropriate insurance coverage. Oversee the inventory of office supplies, seasonal uniforms, and order additional items as necessary. Maintain department's inventories.

Must be able and willing to attend PCCB functions including but not limited to the annual PCF event, park events, and other similar conservation functions.

MARGINAL FUNCTIONS:

Performs other duties as directed or as the situation dictates.

REQUIRED KNOWLEDGE, SKILLS & ABILITIES:

Ability to establish and maintain effective working relationships with the general public, government officials, supervisors, employees, volunteer board members and related partners. Must have excellent customer service and interpersonal communication skills.

Excellent written skills with impeccable grammar and punctuation.

Knowledge of finance, budgeting, and accounting principles. Ability to analyze and interpret financial data and prepare financial reports, statements and/or projections.

Knowledge of cash management principles and/or procedures.

Knowledge of and the ability to apply general office procedures and standard clerical techniques. Knowledge of and the ability to perform mathematical calculations, including addition, subtraction, multiplication, and division, using a calculator, adding machine, or manually.

Must be proficient in the Microsoft Office suite, including word, excel, power point, outlook including outlook and google calendar. Ability to manage a database, learn county software programs and keep up to date with changing technology.

Strong organization skills with keen eye for detail.

Ability to compose a variety of correspondence, memoranda, and other documents using independent judgment based upon knowledge of departmental policies and procedures.

Ability to handle multiple tasks and changing priorities while managing high degree of accuracy.

Ability to maintain confidentiality and security of information.

Ability to handle moderate to high levels of stress, manage multiple deadlines and solve problems appropriate to the position. Must be resourceful and intuitive.

Ability to work independently, plan and organize a personal work schedule, set priorities, and meet established deadlines.

ESSENTIAL EDUCATION, CERTIFICATIONS & LICENSE:

An associate degree in business administration or related field is preferred or any equivalent combination of experience and training that will have provided the required knowledge, skills and abilities.

Experience working with or serving on boards preferred.

Must possess and maintain a valid driver's license and be insurable under the county's liability coverage. May also require use of personal vehicle for official business.

ESSENTIAL PHYSICAL DEMANDS & TYPICAL WORKING CONDITIONS:

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

Regular and reliable attendance at work reporting location is an essential function of this job. Work is generally performed indoors in an office setting and requires some physical activity including extended periods of sitting and typing on a keyboard or ten key, walking, kneeling, bending, crouching, reaching, stooping and climbing. An incumbent must have the ability to transport themselves to and from various locations throughout the courthouse campus.

An incumbent must have the ability to frequently push, pull, lift and/or carry equipment, supplies and other materials weighing up to 10 lbs., and to occasionally push, pull, lift and/or carry equipment supplies and other materials weighing up to 25 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity to use hands and arms to reach, handle, grasp and feel, operate standard office equipment and any other equipment that is used to perform the essential functions of this job.

Work hours will be required before and after normal business hours. Noise level is usually moderate.

Have clarity of speech and hearing which permits effective communication.

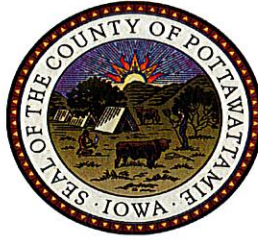
Have sufficient vision which permits moderate production and review of a wide variety of materials both in electronic and hardcopy formats.

Work requires interaction with the general public and may be stressful when dealing with the population served by the department and/or meeting deadlines.

John Rasmussen/Engineer

Discussion and/or decision for approval of Employment Agreement for County Engineer John Rasmussen.

**Discussion and/or decision to
approve application for Permit to
Display Fireworks filed by Ryan
Rogers, for display on July 3rd, 2023,
at 15259 214th Street.**



FIREWORKS DISPLAY ACKNOWLEDGEMENT AND WAIVER

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

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

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

Date of Fireworks Display: 7-3-23

Name of Municipality or
Other Organization Requesting Permit: Ryan Rogers

Name of Individual Requesting Permit: Ryan Rogers

Address: 15259 214th St.

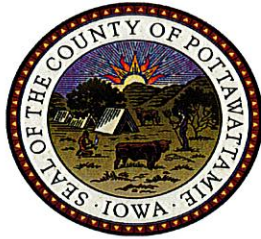
City/State/Zip Code: C.B. IA 51503

Telephone Number: 402 250 3296

Signature of Person Requesting Permit: [Signature]

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

AN APPLICATION, APPLICATION FEE OF \$25.00, CERTIFICATE OF INSURANCE, AND EVIDENCE OF OPERATOR'S COMPETENCE (INCLUDING OPERATOR'S STAFF, SITE PLAN – DISTANCES FROM SPECTATORS AND SAFETY PLAN) TO HANDLE THE FIREWORKS DISPLAY MUST BE ATTACHED TO THIS REQUEST.



POTTAWATTAMIE COUNTY
APPLICATION FOR PERMIT TO DISPLAY FIREWORKS

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

1. Telephone Number(s): Business: 402 250 3296 Residential: _____
2. Date and location of the fireworks display and storage. These facilities may be inspected prior to this permit being issued.
7-3-23

3. How long will the display fireworks be stored before and after display?
same day

4. Display fireworks operator information: (Please provide additional sheets if necessary.)
Name: Ryan Rogers Date of Birth: 11/11/1979
Address: 15259 214th St.
City: Liberty State: IA Zip: 51503
Telephone Number(s): 402 250 3296
5. What training or expertise does the Display Fireworks Operator possess? Attach all supporting documentation and/or a resume if available.
Licensing file

6. Provide safety guidelines for display fireworks display, including fire suspension plan, distance of fireworks from spectators, and how and where fireworks will be stored prior to and following display.
1000 ft. away

7. Number of anticipated spectators for the display? Adults: 400 Children: 100
8. Documents to be attached: In addition to any documents supporting your above responses, please attach the following: 1) Certificate of Liability Insurance for this event, and 2) Application Fee of \$25.00, made payable to Pottawattamie County, Iowa.



U.S. Department of Justice
 Bureau of Alcohol, Tobacco, Firearms and Explosives
 Federal Explosives Licensing Center
 244 Needy Road
 Martinsburg, West Virginia 25405

901090: MH/FLS
 5400
 File Number: **5IA00633**

05/23/2022

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

RYAN CARL ROGERS

OWNER 15259 214TH ST ,
 (402)250-3296 COUNCIL BLUFFS, IA 51503

and is **ONLY** valid under the following Federal explosives license/permit:

5-IA-155-54-5F-00633 ROGERS, RYAN CARL
 15259 214TH STREET
 COUNCIL BLUFFS, IA 51503

Dear RYAN ROGERS:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard
 Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
 Chief, FELC
 Attn.: LOC Correction
 244 Needy Road
 Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
 Chief, FELC
 Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV

RYAN CARL ROGERS

Responsible Person Letter of Clearance for:

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License Permit
Number
5-IA-155-54-5F-00633

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date
June 1, 2025

Mama Howard

Name
ROGERS, RYAN CARL

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**15259 214TH STREET
COUNCIL BLUFFS, IA 51503-**

Type of License or Permit

54-USER OF EXPLOSIVES

Purchasing Certification Statement

Mailing Address (Changes? Notify the FELC of any changes.)

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

ROGERS, RYAN CARL
15259 214TH STREET
COUNCIL BLUFFS, IA 51503-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

ATF Form 5400 14 5400 15 Part 1
Revised September 2011

Previous Edition is Obsolete ROGERS, RYAN CARL 15259 214TH STREET 51503-5-IA-155-54-5F-00633 June 1, 2025 54-USER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License Permit Name: **ROGERS, RYAN CARL**


Business Name:

License Permit Number: **5-IA-155-54-5F-00633**

License Permit Type: **54-USER OF EXPLOSIVES**

Expiration: **June 1, 2025**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

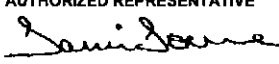
PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe		
	PHONE (A/C, No, Ext): 308-382-2330	FAX (A/C, No): 308-382-7109	
E-MAIL ADDRESS: Kwolfe@ryderinsurance.com			
INSURED Aluminum King Mfg Ltd Flashing Thunder Fireworks Spectacular Inc 700 E Van Buren Street Mitchell IA 50461	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : SCOTTSDALE INS CO		41297
	INSURER B : NATIONAL CAS CO		11991
	INSURER C : LIBERTY MUT INS CO		23043
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 43076232 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS4020695	10/15/2022	10/15/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZBO0004764	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CXS0023166	10/15/2022	10/15/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5-39S-712358-032	12/3/2022	12/3/2023	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
 Date: July 3rd, 2023 Rain Date: July 4th, 2023
 Location: 15259 214th St. Council Bluffs Iowa
 Additional Insured: Ryan Rogers

CERTIFICATE HOLDER Ryan Rogers 15259 214th ST. Council Bluffs IA 51503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

~~Additional Premium is Included~~

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

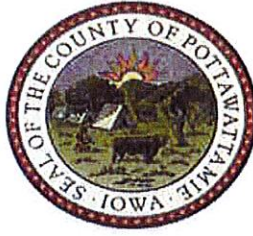
written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE _____ DATE _____

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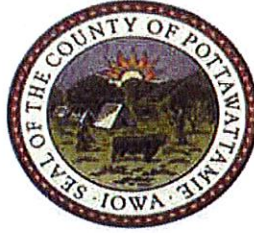
**Discussion and/or decision to
approve application for Permit to
Display Fireworks filed by Conor
Gillaspie, for display on July 3rd or 4th
in the event of severe weather, at
27538 Dogwood Rd, Treynor.**



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

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

1. Telephone Number(s): Business: (402) 206-5365 Residential: (402) 980-6358
2. Date and location of the fireworks display and storage. These facilities may be inspected prior to this permit being issued.
July 3, 2023 / July 4, 2023 (In the event of severe weather)
27538 Dogwood Rd Treynor, IA 51575
3. How long will the display fireworks be stored before and after display?
Pick up: June 24th, 2023, Plan on lighting all of them
4. Display fireworks operator information: (Please provide additional sheets if necessary.)
Name: Conor M Gillaspie Date of Birth: 07-18-87
Address: 27538 Dogwood Rd
City: Treynor State: IA Zip: 51575
Telephone Number(s): (402) 980-6358
5. What training or expertise does the Display Fireworks Operator possess? Attach all supporting documentation and/or a resume if available.
Federal Explosives License Holder, Multiple years using
electronic firing (Cobra firing systems / Ignite),
FEL # 5-IA-155-54-4L-00623
6. Provide safety guidelines for display fireworks display, including fire suspension plan, distance of fireworks from spectators, and how and where fireworks will be stored prior to and following display.
I will use only cakes that will be glued safety to boards
(no artillery shells), most of the show is legal 1.4g consumer
cakes, Treynor fire department will be on standby, spectators will
be multiple hundreds of feet away
7. Number of anticipated spectators for the display? Adults: 15 Children: 15
8. Documents to be attached: In addition to any documents supporting your above responses, please attach the following: 1) Certificate of Liability Insurance for this event, and 2) Application Fee of \$25.00, made payable to Pottawattamie County, Iowa.



FIREWORKS DISPLAY ACKNOWLEDGEMENT AND WAIVER

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

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

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

Date of Fireworks Display: July 3, 2023 / July 4, 2023 (Inclement weather)

Name of Municipality or
Other Organization Requesting Permit: _____

Name of Individual Requesting Permit: Conor M Gillaspie

Address: 27538 Dogwood Rd

City/State/Zip Code: Treynor, IA 51575

Telephone Number: (402) 980-6358

Signature of Person Requesting Permit: 

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

AN APPLICATION, APPLICATION FEE OF \$25.00, CERTIFICATE OF INSURANCE, AND EVIDENCE OF OPERATOR'S COMPETENCE (INCLUDING OPERATOR'S STAFF, SITE PLAN – DISTANCES FROM SPECTATORS AND SAFETY PLAN) TO HANDLE THE FIREWORKS DISPLAY MUST BE ATTACHED TO THIS REQUEST.

Renewal Declarations Farm/Ranch Policy



Please read your policy

Castle & Associates, Inc (22793)
2348 CORNHUSKER RD
BELLEVUE NE 68123-2410
Agent Phone: 1-402-291-8767
Agent Email: tcastle@amfam.com

American Family Insurance Company
6000 American Parkway
Madison WI 53783

For customer service and claims service
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)
amfam.com

Named Insured And Mailing Address

Conor Gillaspie
101 Maple Dr
Treynor IA 51575-7105

Additional Named Insured(s)

Amanda Gillaspie

Policy Information

Policy number	Policy period	Billing account number
91001-90257-72	6/24/2023 to 6/24/2024 12:01 A.M. Standard Time at your mailing address shown above.	653-594-478-62

Business and Operations Information

Description of Business and Operations: 17 acres with outbuilding (new construction), machinery
Form of Business: Individual

Discounts

Multiple Policy Discount
Loyalty Discount

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium Information

Total Premium (including Fees & Expenses) with discounts applied: \$2,896.00

**Total Premium if paid in full
(not available on policies billed to a Third Party):** \$2,876.00

This premium may be subject to adjustment. You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.

Policy Number: 91001-90257-72

Common Declarations

FROM THE EFFECTIVE DATE SHOWN, THESE DECLARATIONS FORM A PART OF THIS POLICY AND REPLACE ALL PREVIOUSLY ISSUED COMMON DECLARATIONS, IF ANY, FOR THE STATED POLICY PERIOD.

Location Information

Unscheduled Acreage: 0

Location Number	Location Description	Total Acreage	Additional Coverages
1 Primary Location	27538 DOGWOOD RD TREYNOR IA 51575 County: Pottawattamie, Block: 1, Tract: 0216	17	

Policy Number: 91001-90257-72

Personal Liability Coverage Details	
Unscheduled Acreage (Without Structures)	0
Coverage L - Personal Liability Limit	\$1,000,000
Coverage M - Medical Payments to Others	\$10,000
Products Aggregate Limit	\$2,000,000

Personal Liability Additional Coverages	
Dangerous Dog and Exotic Animal Liability	
Limit	\$25,000
Farm Chemicals Limited Liability	
12 - Month Aggregate Limit	\$10,000

Policy Number: 91001-90257-72

Farm Personal Property Coverage	
IF LIMITED PERILS COVERAGE HAS BEEN SELECTED FOR ANY FARM PERSONAL PROPERTY DISPLAYED BELOW - PLEASE REFER TO THE SCHEDULE FOR THE LIMITED PERILS COVERAGE UNDER THE ADDITIONAL COVERAGE DETAILS PORTION OF THIS SECTION.	
Farm Personal Property Coverage Details	
Farm Personal Property Deductible	\$1,000
Coverage G - Unscheduled Farm Personal Property	
Required Coinsurance Percentage	80%
Tools and Supplies	\$6,000
Machinery	\$84,000
Livestock	\$0
Grain and Feed	\$0
Hay	\$0
Other	\$0
Total Blanket Limit	\$90,000

Policy Number: 91001-90257-72

Outbuildings - Farm Barns, Buildings, And Structures	
INSURANCE AT THE FOLLOWING DESCRIBED PREMISES APPLY ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN, SUBJECT TO ANY ENDORSEMENT SHOWN.	
IF LIMITED PERILS COVERAGE HAS BEEN SELECTED FOR ANY OUTBUILDINGS DISPLAYED BELOW - PLEASE REFER TO THE SCHEDULE FOR THE LIMITED PERILS COVERAGE UNDER THE ADDITIONAL COVERAGE DETAILS PORTION OF THIS SECTION.	
Outbuildings - Coverage Details	
Coverage E - Outbuildings - Farm Barns, Buildings, and Structures	
Deductible	\$1,000
(The deductible applies to all outbuildings listed under each location)	
Outbuilding - Farm Barns, Buildings, and Structures Additional Coverage Details	
Location 1 - 27538 DOGWOOD RD TREYNOR IA 51575	
Outbuilding Number: 1	
Structure Type: Multiple Structures Limit: \$188,700 Description: 48x72 Metal Shed	Additional Coverages Cosmetic Damage Buyback Actual Cash Value Settlement Percentage for Cosmetic Damage is 10 Replacement Cost Terms With Automatic Adjustment of Limits Inflation Protection Coverage Special Form Coverage Exclusions and Conditions Cosmetic Damage Exclusion
All buildings associated to this complex listed below:	
Building Type: Machine Shed Usage: Personal Storage Capacity: Roof Construction Type: Metal Exterior Construction Type: Siding - Metal Length (feet): 72 Width (feet): 48 Height (feet): 14	Building Type: Shop Usage: Other Capacity: Roof Construction Type: Metal Exterior Construction Type: Siding - Metal Length (feet): 30 Width (feet): 20 Height (feet): 12
Outbuilding Number: 2	
Structure Type: Single Structure Limit: \$5,000 Description: Well Pump	Additional Coverages Special Form Coverage Exclusions and Conditions Cosmetic Damage Exclusion
Building Type: Other Well Pump Usage: Other Capacity: Roof Construction Type: Metal Exterior Construction Type: Other Length (feet): 60 Width (feet): 5 Height (feet):	

Policy Number: 91001-90257-72

Outbuildings - Farm Barns, Buildings, And Structures (continued)

Outbuilding Number: 3

Structure Type: Single Structure
Limit: \$8,500
Description: Power Pole

Additional Coverages
Special Form Coverage

Building Type: Private Power/Light Poles
Usage: Other
Capacity:
Roof Construction Type:
Exterior Construction Type: Siding - Wood
Length (feet): 60
Width (feet):
Height (feet):

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF A/F - Chief, FELC
Correspondence To 244 Newdy Road
Martinsburg, WV 25405-9431

License/Permit
Number

5-IA-155-54-4L-00623

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2024

Mama Howard
Name
GILLASPIE, CONOR MICHAEL

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**27538 DOGWOOD RD
TREYNOR, IA 51575-**

Type of License or Permit

54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the bona fides of the licensee or permittee as provided by 27 CFR Part 555. The signatory over each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signatory must be that of the Federal Explosives License (FEL) or a responsible person of the FFL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

GILLASPIE, CONOR MICHAEL
101 MAPLE DR
TREYNOR, IA 51575-

Conor Gillaspie
Licensee/Permittee Responsible Person Signature

Owner
Position/Title

Gillaspie, Conor Michael
Printed Name

11/01/2021
Date

Product Type is (Check): 54-USER OF EXPLOSIVES (FEL) 54-USER OF EXPLOSIVES (FFL) 54-USER OF EXPLOSIVES (FFL) 54-USER OF EXPLOSIVES (FFL)

ATF Form 5400.14-5400.15, Part 1
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Newdy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number (877) 283-3352
Fax Number (304) 616-4401
E-mail FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee, and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	GILLASPIE, CONOR MICHAEL
Business Name:	
License/Permit Number:	5-IA-155-54-4L-00623
License/Permit Type:	54-USER OF EXPLOSIVES
Expiration:	November 1, 2024
Please Note: Not Valid for the Sale or the Deposition of Explosives.	

I do not use artillery shells for safety reasons. 90% of my fireworks are 1.4g consumer fireworks. I will be firing all 1.3g fireworks in my grand finale using an e-fire platform. All 1.3g items are finale cakes with tube sizes all under 2" in diameter. The entire show will be scripted and fired using a Cobra firing system so even as the operator I will be a safe distance from ALL fireworks. The Treynor volunteer fire department will be present and all fireworks will be immediately hosed down following the show.

As an operator, I take the responsibility of following all rules and regulations very seriously.

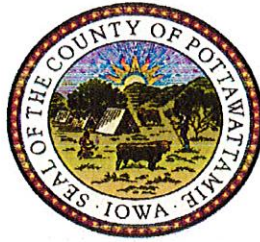
Any questions/concerns may be answered at:

email: cmgoutdoorsLLC@hotmail.com

or

(402) 980-6358

Discussion and/or decision to approve application for Permit to Display Fireworks filed by Robert Caputo, for display on July 4th, at 22881 Three Bridge Road, Council Bluffs.



6-21-2023
Pd \$2500
CHK

POTTAWATTAMIE COUNTY
APPLICATION FOR PERMIT TO DISPLAY FIREWORKS

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

1. Telephone Number(s): Business: 712-323-1899 Residential: 712-323-6644
2. Date and location of the fireworks display and storage. These facilities may be inspected prior to this permit being issued.
July 4th 2023 @ 22881 Three Bridge Road Council Bluffs, IA 51503.
Event may be postponed due to weather and rescheduled for the following weekend.
3. How long will fireworks be stored before and after display? Fireworks are delivered up to 2 weeks prior to the event.
4. FIREWORKS OPERATOR INFORMATION: (Please provide additional sheets if necessary.)
Name: Robert L. Caputo Date of Birth: 01/15/1946
Address: 22881 Three Bridge Road
City: Council Bluffs State: IA Zip: 51503
Telephone Number(s): Work: 712-323-1899 Home: 712-323-6644
5. What training or expertise does the Fireworks Operator possess? Attach all supporting documentation and/or a resume if available.
We have been hosting the event at this same location for over 50 years. Worked with Rich Bros Fireworks of Sioux Falls, SD and have attended safety workshops run by MidWest Fireworks of Blair, NE
6. Provide safety guidelines for fireworks display, including fire suspension plan, distance of fireworks from spectators, and how and where fireworks will be stored prior to and following display.
The designated area for exhibit has three water hydrants and six 15lb abc-type fire extinguishers. All fireworks are stored in a locked ATF Type IV container 900ft away from any dwellings. The site also includes at least four trained/experienced emergency personnel With certification in CPR and First Aid. We also notify Lewis Township fire department prior to and after the event. The Shooting area is located a minimum 300ft away from spectators (site plan available upon request).
7. Number of anticipated spectators for the display? Adults: 75 - 100 Children: 50 - 60
8. **Documents to be attached: In addition to any documents supporting your above responses, please attach the following: 1) Certificate of Liability Insurance for this event, and 2) Application Fee of \$25.00, made payable to Pottawattamie County, Iowa.**



FIREWORKS DISPLAY ACKNOWLEDGEMENT AND WAIVER

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

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

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

Date of Fireworks Display: July 4th, 2023

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

Name of Individual Requesting Permit: Robert L. Caputo

Address: 22881 Three Bridge Road

City/State/Zip Code: Council Bluffs, IA 51503

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

Signature of Person Requesting Permit: 

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

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

Auto-Owners

FARM-PAK POLICY DECLARATIONS

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

AGENCY CHASTAIN-OTIS
20-0065-00 DW Mkt Terr 084 (402) 397-2500

Renewal Effective 06-19-2023

POLICY NUMBER 52-882-851-00

Company Use 79-41-IA-2006

INSURED ROBERT CAPUTO
ARDITH K CAPUTO

Company Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
06-19-2023	06-19-2024

ADDRESS 22881 THREE BRIDGE RD

COUNCIL BLUFFS IA 51503-4229

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

	TERM
TOTAL POLICY PREMIUM	[REDACTED]
PAID IN FULL DISCOUNT	[REDACTED]
TOTAL POLICY PREMIUM IF PAID IN FULL	[REDACTED]

Entity: Individual

Total # of Acres Farmed: 15.0

County: 78

Primary Farm Type: Rented/Leased to Others

Policy Deductible: \$1,000

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

Section I - Property Protection

LOCATION 001

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

	LIMITS	PREMIUM
Coverage A - Dwelling Masonry Veneer Owner Occupied Primary 1968 Roof Year 2016 Roof Material Wood Replacement Cost Insurance to Value 100% Special Perils Adjusted Value Provision Applies Adjusted Value Factor 1.087	\$1,060,800	[REDACTED]
Coverage B - Other Non-Farm Structures Replacement Cost Special Perils	\$180,770	[REDACTED]
Coverage C - Household Personal Property Replacement Cost Broad Perils	\$782,715	[REDACTED]
Coverage D - Additional Living Expense	\$212,160	Included
Residential Deductible \$2,000 Windstorm or Hail Deductible \$1,000 All Other Perils Deductible		
Coverages That Apply Property Coverage Limitation for Fungi, Wet Rot, Dry Rot and Bacteria resulting from a covered cause of loss Refrigerated Products Replacement Cost Household Personal Property Increased Cost Coverage	\$100,000 \$500	Included Included [REDACTED]

AUTO-OWNERS (MUTUAL) INS. CO.

AGENCY CHASTAIN-OTIS
20-0065-00 DW Mkt Terr 084

Company POLICY NUMBER
Bill Company Use

52-882-851-00
79-41-IA-2006

INSURED ROBERT CAPUTO

Term 06-19-2023 to 06-19-2024

Secured Interested Parties: None

Coverage F - Farm Personal Property

	LIMITS	PREMIUM
Blanket Farm Personal Property	\$2,500	Included
100% Rates Apply		
Actual Cash Value		
Broad Perils		
\$2,000 Windstorm or Hail Deductible		
\$1,000 All Other Perils Deductible		
Cab Glass Breakage Waiver of Deductible		Included
Secured Interested Parties: None		

Additional Coverages

	LIMITS	PREMIUM
Fire Department Charges	\$500	Included
Credit and Fund Transfer Card Coverage	1,000	Included
Newly Acquired Farm Personal Property	250,000	Included
Extra Expense Coverage	2,500	\$23.47
Power and Light Pole Coverage	1,000	Included
Road Trouble Service - Farm Implements	500	Included
Clean up and Removal of Pollutants	10,000	Included
Transportation of Farm Personal Property		Included
Damage From Collapse of a Building		Included
Terrorism - Certified Acts		.23
See Forms 59350, 33475, 59390		

Section II - Personal Liability Protection

	LIMITS	PREMIUM
Coverage G - Personal Liability (each occurrence)	\$500,000	\$138.02
Coverage H - Medical Payments to Others (each person)	\$5,000	\$22.61
Premium Adjustments That Apply		
Residences Occupied by Tenant (1)		\$27.45
Additional Coverages That Apply		
Upset and Overspray	\$25,000	Included
Farm Products Recall	10,000	Included
Optional Coverages That Apply		
Recreational Vehicle Liability		\$21.65
Terrorism - Certified Acts		2.10
See Forms 59350, 33475, 59390		

	TERM
TOTAL POLICY PREMIUM	██████████
PAID IN FULL DISCOUNT	██████████
TOTAL POLICY PREMIUM IF PAID IN FULL	██████████



Distances from Shooting Location

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

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

Committee Appointments

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

Received/Filed

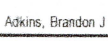
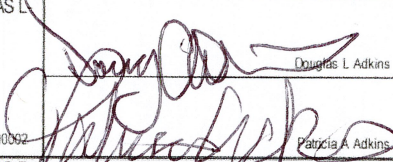

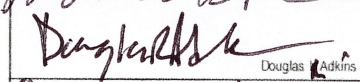
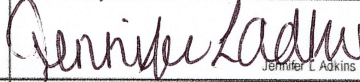
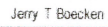
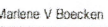
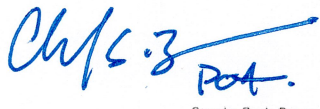
PETITION FOR SECONDARY ROAD ASSESSMENT

Honeysuckle Road

We the undersigned, being more than 50% of the owners of the land within the proposed district, the description of which follows, petition the Pottawattamie County Board of Supervisors as follows:

- 1) That the Board accept this petition for formation of a Secondary Road Assessment District under the provisions of Chapter 311.6 of the Code of Iowa.
- 2) That said Road included in this district is as follows:
A County Road commonly referred to as "Honeysuckle Road" located on the North line of Section 7 of Garner Township, starting at 185th and continuing East approximately 3500 feet (0.66 miles) to the end of the public road at the West end of the dam.
- 3) That said road be improved by asphalt stabilization of a compacted base, tack coat and seal coat surfacing.
- 4) That there be a 74% assessment to the property owners for the estimated cost of this work above and beyond that of maintaining the existing granular surfaced road. Said costs are outlined in the Engineer's report dated September 23, 2022.
- 5) That the lands included in the district are all property owners either adjacent to Honeysuckle Road or which have access to Honeysuckle Road by means of a private road.
- 6) That costs are to be prorated based upon assessed value as provided for in County Policy.
- 7) Petitioners recognize that delays may occur because of weather, equipment availability, contractor availability, material availability, etc. Petitions must be approved the October 1st prior to the year of construction; construction may still occur after the deadline provided the improvement has been budgeted to be completed and availability of suitable contractor for the improvement.
- 8) Petitioners also recognize that the cost is estimated and will not be re-estimated. In addition to the cost, simple interest may be applied to the principle over a 10-year period.
- 9) The method of apportionment to property owners is described as follows: assessed valuations are used to group properties into percentile groups. The payments are then based on an adjusted average assessment multiplied by the individual percentile rate as determined by County Policy.

WHEREFORE, we the undersigned property owners along Honeysuckle Road in Pottawattamie County, Iowa, petition the Board for establishment at the earliest possible date as authorized by law a Secondary Road Assessment district as described.

OWNER	SIGNATURES	ADDRESS	MAP NO.	PROPERTY DESCRIPTION
ADKINS, BRANDON J PIN 754306400007	 Adkins, Brandon J	18606 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	12	LAKE TWP 6-75-43 S554.78' OF W208.71' E1/2 SWSE
ADKINS, DOUGLAS L PATRICIA A PIN 754307200002	 Douglas L Adkins  Patricia A Adkins	18763 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	13	LAKE TWP 7-75-43 NWNE NE EXC E190' N170'
ADKINS, DOUGLAS R JENNIFER L PIN 754307200004	 Douglas R Adkins  Jennifer L Adkins	18861 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	16	LAKE TWP 7-75-43 NE NE NE
BOECKEN, JERRY T- MARLENE V PIN 754307200001	 Jerry T Boecken  Marlene V Boecken	18599 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	17	LAKE TWP 7-75-43 NW NE
BROWN, SAUNDRA GAYLE PIN 754306400008	 Sandra Gayle Brown	22080 MUDHOLLOW RD, COUNCIL BLUFFS, IA 51503	10	LAKE TWP 6-75-43 PT S1/2 SE COMM SE COR TH W1763.68' N600.99' E1441.12' SE566.83' S116' TO POB

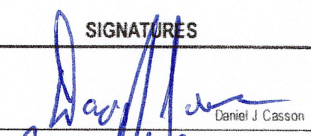

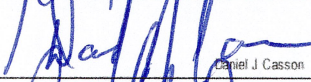
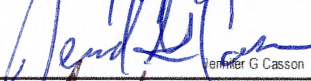


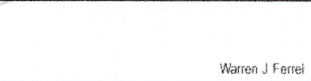


PETITION FOR SECONDARY ROAD ASSESSMENT

Honeysuckle Road

We the undersigned, being more than 50% of the owners of the land within the proposed district, the description of which follows, petition the Pottawattamie County Board of Supervisors as follows:

- 1) That the Board accept this petition for formation of a Secondary Road Assessment District under the provisions of Chapter 311.6 of the Code of Iowa.
- 2) That said Road included in this district is as follows:
 A County Road commonly referred to as "Honeysuckle Road" located on the North line of Section 7 of Garner Township, starting at 185th and continuing East approximately 3500 feet (0.66 miles) to the end of the public road at the West end of the dam.
- 3) That said road be improved by asphalt stabilization of a compacted base, tack coat and seal coat surfacing.
- 4) That there be a 74% assessment to the property owners for the estimated cost of this work above and beyond that of maintaining the existing granular surfaced road. Said costs are outlined in the Engineer's report dated September 23, 2022.
- 5) That the lands included in the district are all property owners either adjacent to Honeysuckle Road or which have access to Honeysuckle Road by means of a private road.
- 6) That costs are to be prorated based upon assessed value as provided for in County Policy.
- 7) Petitioners recognize that delays may occur because of weather, equipment availability, contractor availability, material availability, etc. Petitions must be approved the October 1st prior to the year of construction; construction may still occur after the deadline provided the improvement has been budgeted to be completed and availability of suitable contractor for the improvement.
- 8) Petitioners also recognize that the cost is estimated and will not be re-estimated. In addition to the cost, simple interest may be applied to the principle over a 10-year period.
- 9) The method of apportionment to property owners is described as follows: assessed valuations are used to group properties into percentile groups. The payments are then based on an adjusted average assessment multiplied by the individual percentile rate as determined by County Policy.

WHEREFORE, we the undersigned property owners along Honeysuckle Road in Pottawattamie County, Iowa, petition the Board for establishment at the earliest possible date as authorized by law a Secondary Road Assessment district as described.

OWNER	SIGNATURES	ADDRESS	MAP NO.	PROPERTY DESCRIPTION
CASSON, DANIEL J. JENNIFER G PIN 754305300005	 Daniel J. Casson	21291 LAKE HILL LN, COUNCIL BLUFFS, IA 51503	21	GARNER TWP 5-75-43 PT SW1/4 COMM SW COR TH N1007.92' NE305.63' SE1088.14' SW557' W552.48' TO POB(PARCEL B)
	 Jennifer G. Casson			
CASSON, DANIEL J. JENNIFER G PIN 754305300004	 Daniel J. Casson	21291 LAKE HILL LN, COUNCIL BLUFFS, IA 51503	23	GARNER TWP 5-75-43 PT SW1/4 COMM 1007.92'N & 305.63'NE SW COR TH ELY324.63' NLY230' SE927.11' SLY155' SW640.77' NW1088.14' TO POB (PARCEL C)
	 Jennifer G. Casson			
DECKER, DUANE C. SHERRYL PIN 754306400006	 Duane C. Decker	18860 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	11	LAKE TWP 6-75-43 PT SE1/4 COMM 1149.3'W & 238.77'S OF E1/4 COR TH SLY833.29 SE278.18' E45.22'S EB53.23' W1441.12'S 71.21' W208.71'N793.16' E821.2' N1075.77' TO POB
	 Sherry L. Decker			
FERREL, WARREN J. CELIA C TRUST PIN 754306400005	 Warren J. Ferrel	16107 LAFAYETTE AVE, OMAHA, NE 68118	4	LAKE TWP 6-75-43 W1/2 SW SE
	 Celia C. Ferrel			
HANSEN TRUST PIN 754305300001		16117 CAPITAL AVE, OMAHA, NE 68118	19	GARNER TWP 5-75-43 PT SW1/4 COMM 329.97'E NW COR TH E1270.02' S487.03' W896.88' NW674.38' TO POB(PARCEL F)

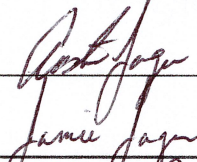
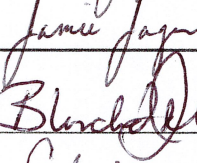
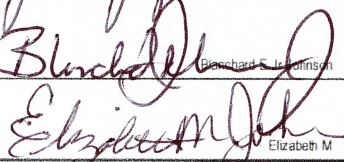
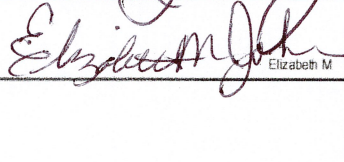
PETITION FOR SECONDARY ROAD ASSESSMENT

Honeysuckle Road

We the undersigned, being more than 50% of the owners of the land within the proposed district, the description of which follows, petition the Pottawattamie County Board of Supervisors as follows:

- 1) That the Board accept this petition for formation of a Secondary Road Assessment District under the provisions of Chapter 311.6 of the Code of Iowa.
- 2) That said Road included in this district is as follows:
 A County Road commonly referred to as "Honeysuckle Road" located on the North line of Section 7 of Garner Township, starting at 185th and continuing East approximately 3500 feet (0.66 miles) to the end of the public road at the West end of the dam.
- 3) That said road be improved by asphalt stabilization of a compacted base, tack coat and seal coat surfacing.
- 4) That there be a 74% assessment to the property owners for the estimated cost of this work above and beyond that of maintaining the existing granular surfaced road. Said costs are outlined in the Engineer's report dated September 23, 2022.
- 5) That the lands included in the district are all property owners either adjacent to Honeysuckle Road or which have access to Honeysuckle Road by means of a private road.
- 6) That costs are to be prorated based upon assessed value as provided for in County Policy.
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- 8) Petitioners also recognize that the cost is estimated and will not be re-estimated. In addition to the cost, simple interest may be applied to the principle over a 10-year period.
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OWNER	SIGNATURES	ADDRESS	MAP NO.	PROPERTY DESCRIPTION
JAGER, AUSTIN L - JAMIE J PIN 754306300009	 Austin L Jager  Jamie J Jager	18394 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	7	LAKE TWP 6-75-43 PT SE SW COMM 737.50' N OF SE COR TH W330' S737.50' W326.78' N1300.03' E655.62' S562.67' OT POB (PARCEL B)
JOHNSON, BLANCHARD E JR - ELIZABETH M PIN 754306300006	 Blanchard E. Johnson  Elizabeth M	5703 MERLIN LN, COUNCIL BLUFFS, IA 51501	8	LAKE TWP 6-75-43 SW SE SW
KEALY, TIMOTHY E PIN 754307200006	 Timothy E Kealy	18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	18	LAKE TWP 7-75-43 SW NE
KEALY, TIMOTHY E - NANCY J PIN 754307100009	 Timothy E. Kealy Nancy J Kealy	18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	2	LAKE TWP 7-75-43 PT NE NW COMM N1/4 COR S895.05' W203.32' N348.68' NELY305.70' N282.41' E60' TO POB
NEWMAN, TAMI D TRUST PIN 754307200003		18853 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	14	LAKE TWP 7-75-43 E190' N170' NW NE

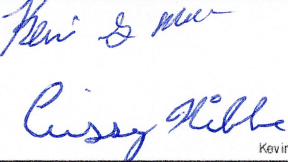
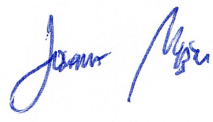
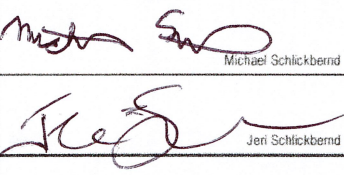
PETITION FOR SECONDARY ROAD ASSESSMENT

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OWNER	SIGNATURES	ADDRESS	MAP NO.	PROPERTY DESCRIPTION
NIBBE, KEVIN G PIN 754307200005	 Kevin G Nibbe	18847 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	15	LAKE TWP 7-75-43 S1/2 NE NE
REID, RONALD E- JAMIE S Pin 754306400004	 Ronald E Reid Jamie S Reid	1217 JENNINGS AVE, COUNCIL BLUFFS, IA 51503	8	LAKE TWP 6-75-43 PT NE SE COMM NE COR TH S325' SW1349.5' W45.22' NW278.18' NLY1072.06' E1149.3' TO POB
RYBIN, JOSHUA PIN 754306400009	 Joshua Rybin	225 S 35TH ST, COUNCIL BLUFFS, IA 51501	9	LAKE TWP 6-75-43 PT E1/2 SE COMM 116'N SE COR TH NW1420.06' W45.22' NE1349.54' S2192.57' TO POB
SCHLICKBERND, MICHAEL-JERI TRUST PIN 754305300002	 Michael Schlickbernd Jeri Schlickbernd	21436 LAKE HILL LN, COUNCIL BLUFFS, IA 51503	22	GARNER TWP 5-75-43 PT SW1/4 COMM NW COR TH E329.97' SE674.43' ELY896.88' SWLY412.23' WLY558.14' W474.02' SLY616.75' WLY324.63' SW905.63' N1617.64' TO
SCHWARTE, GARY A- MAXINE M PIN 754306300011	 Gary A Schwarte Maxine M Schwarte	18456 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	12	LAKE TWP 6-75-43 PT SE SWCOMM SE COR TH N737.50' W930' S737.50' E330' TO POB (PARCEL C)


PETITION FOR SECONDARY ROAD ASSESSMENT

Honeysuckle Road

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OWNER	SIGNATURES	ADDRESS	MAP NO.	PROPERTY DESCRIPTION
SEVEN K INC PIN 754307103007		18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	3	LAKE TWP 7-75-43 W1/2 E1/2 NW
SEVEN K INC PIN 75430710000B		18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	1	LAKE TWP 7-75-43 E1/2 E1/2 NW EXC COMM N1/4 COR S895.05' W203.32' N348.68' NELY305.70' N282.41' E60' TO POB
STEFFES, MICHAEL A PIN 754305300003	 Michael A Steffes	21375 LAKE HILL LN, COUNCIL BLUFFS, IA 51503	20	GARNER TWP 5-75-43 PT SW1/4 COMM NW COR SE SW TH S48.18' SW245.28' NW927.11' N98.81' NW287.94'E474.02' SE558.14'SLY482.64' TO POB(PARCEL D)

PETITION FOR SECONDARY ROAD ASSESSMENT

Honeysuckle Road

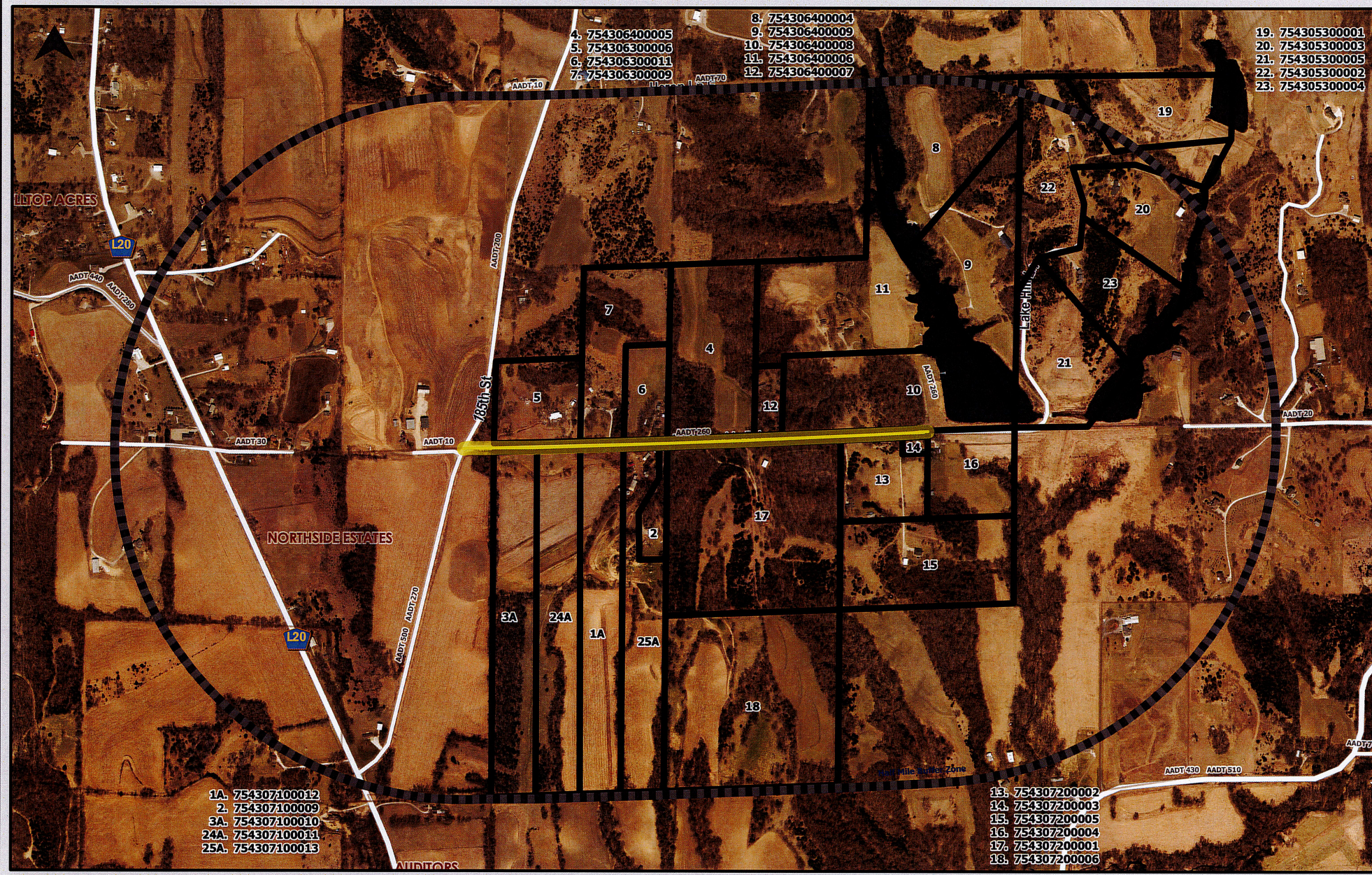
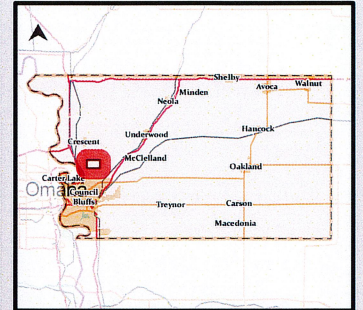
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OWNER	SIGNATURES	ADDRESS	MAP NO.	PROPERTY DESCRIPTION
SEVEN K INC PIN 754307100007	Original Parcel at the time of the Petition writing subsequently divided and has been amended to "3A" and "24A".	18489 HONEYSUCKLE RD, COUNCIL-BLUFFS, IA 51503	3	LAKE TWP 7-75-43 W1/2-E1/2-NW
SEVEN K INC PIN 754307100008	Original Parcel at the time of the Petition writing subsequently divided and has been amended to "1A" and "25A".	18489 HONEYSUCKLE RD, COUNCIL-BLUFFS, IA 51503	4	LAKE TWP 7-75-43 E1/2 E1/2-NW-EXC COMM N1/4 COR-S895.06'-W203.32'-N348.68'-NELY305.70'-N282.41'-E60'-TO POB
SEVEN K INC PIN 754307100010		18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	3A	LAKE TWP 7-75-43 PT E1/2 NW COMM NW COR OF NE NW TH S2638.79' E327.65' N2639.04' W328.35' TO POB (PARCEL 22072)
SEVEN K INC PIN 754307100011		18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	24A	LAKE TWP 7-75-43 PT E1/2 NW COMM 328.35'E OF NW COR OF NE NW TH E328.35' S2639.29' W327.65' N2639.04' TO POB (PARCEL 22073)
SEVEN K INC PIN 754307100012		18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	1A	LAKE TWP 7-75-43 PT E1/2 NW COMM 327.66'W OF THE CTR OF SECT 7 TH N2639.54' W328.35' S2639.29' E327.65' TO POB (PARCEL 22074)
SEVEN K INC PIN 754307100013		18489 HONEYSUCKLE RD, COUNCIL BLUFFS, IA 51503	25A	LAKE TWP 7-75-43 PT E1/2 NW COMM CTR OF SECT 7 TH W327.66' N2639.54' E268.35' S282.79' SW304.95' S348.68' E203.32' S1744.75' TO POB (PARCEL 22075)

Road Improvement Petition - HONEYSUCKLE RD



- 4. 754306400005
- 5. 754306300006
- 6. 754306300011
- 7. 754306300009
- 8. 754306400004
- 9. 754306400009
- 10. 754306400008
- 11. 754306400006
- 12. 754306400007

- 19. 754305300001
- 20. 754305300003
- 21. 754305300005
- 22. 754305300002
- 23. 754305300004

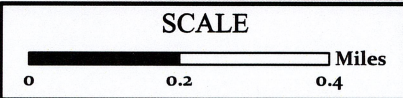
- 1A. 754307100012
- 2. 754307100009
- 3A. 754307100010
- 24A. 754307100011
- 25A. 754307100013

- 13. 754307200002
- 14. 754307200003
- 15. 754307200005
- 16. 754307200004
- 17. 754307200001
- 18. 754307200006

Improvements per \$1,000 of Project Cost
Annual Average Daily Traffic: 80
County Participation Percent: 8%
County Participation Cost: \$80

- 1/2 Mile Buffer
- Road being considered for Improvement
- Assessment District Parcels
- Parcel Boundary

Pottawattamie County GIS
 223 S 6th St.
 Council Bluffs, IA 51501
 (712) 328-4885
gis@pottcounty-ia.gov
<https://gis.pottcounty-ia.gov>
 Current Time: 6/12/2023 4:15 PM



Users of Pottawattamie County (The County) GIS data agree that he/she will at all times indemnify and hold The County and its officers, employees, and agents harmless from any damages, claims, lawsuits, costs, or liability arising from any act, omission, or commission with respect to the release and use of information in this Agreement and any of the terms thereof. The County makes no claim as to the accuracy of the spatial data and its associated data tables and assumes no responsibility for their positional or content accuracy. The County makes no claim as to the ability of the spatial data to fulfill the Contracting Organization's application requirements. In providing data (or access to data), The County assumes no obligation to assist in the use of the data, or in the development, use, or maintenance of any applications applied to the data. In no event shall The County be liable for any direct, indirect, incidental, consequential or special damages that may result from the use of the GIS data.

Proposed Apportionment for Honeysuckle Avenue, 185th Street to Cul de Sac.

PETITIONERS COST SHARE OF PROJECT
NUMBER OF PETITIONERS

\$124,607
23

AVERAGE PARCEL COST SHARE
ADJUSTED AVERAGE PARCEL COST SHARE

5418
5715.91

OWNER	PARCEL PIN	VALUE	DISTRICT VALUE	AVG DISTRICT VALUE	VALUATION BRACKET	ADJUSTED PARCEL COST
CASSON, DANIEL J-JENNIFER G	754305300005	6,000	7,087,600	308,157	20%	\$1,143.18
CASSON, DANIEL J-JENNIFER G	754305300004	665,000	7,087,600	308,157	200%	\$11,431.82
STEFFES, MICHAEL	754305300006	181,600	7,087,600	308,157	60%	\$3,429.55
HANSEN TRUST	754305300001	5,400	7,087,600	308,157	20%	\$1,143.18
SCHLICKBERND, MICHAEL-JERI TRUST	754305300002	911,500	7,087,600	308,157	200%	\$11,431.82
STEFFES, MICHAEL A	754305300003	561,500	7,087,600	308,157	180%	\$10,288.64
JOHNSON, BLANCHARD E JR-ELIZABETH M	754306300006	471,100	7,087,600	308,157	140%	\$8,002.27
DECKER, DUANE C-SHERRY L	754306400006	796,800	7,087,600	308,157	200%	\$11,431.82
RYBIN, JOSHUA	754306400009	629,300	7,087,600	308,157	200%	\$11,431.82
REID, RONALD E-JAMIE S	754306400004	16,500	7,087,600	308,157	20%	\$1,143.18
BROWN, SAUNDRA GAYLE	754306400008	7,300	7,087,600	308,157	20%	\$1,143.18
FERREL, WARREN J-CELIA C TRUST	754306400005	14,700	7,087,600	308,157	20%	\$1,143.18
ADKINS, BRANDON J	754306400007	225,800	7,087,600	308,157	60%	\$3,429.55
ADKINS, DOUGLAS R-JENNIFER L	754307200004	321,300	7,087,600	308,157	100%	\$5,715.91
NIBBE, KEVIN G	754307200005	600,400	7,087,600	308,157	180%	\$10,288.64
SEVEN K INC	754307100007	26,800	7,087,600	308,157	20%	\$1,143.18
SEVEN K INC	754307100008	32,700	7,087,600	308,157	20%	\$1,143.18
KEALY, TIMOTHY E-NANCY J	754307100009	205,100	7,087,600	308,157	60%	\$3,429.55
BOECKEN, JERRY T-MARLENE V	754307200001	267,300	7,087,600	308,157	100%	\$5,715.91
ADKINS, DOUGLAS L-PATRICIA A	754307200002	223,800	7,087,600	308,157	60%	\$3,429.55
NEWMAN, TAMI D TRUST	754307200003	248,100	7,087,600	308,157	100%	\$5,715.91
JAGER, AUSTIN L-JAMIE J	754306300009	448,000	7,087,600	308,157	140%	\$8,002.27
SCHWARTE, GARY A-MAXINE M	754306300011	221,600	7,087,600	308,157	60%	\$3,429.55
						\$124,606.84

Honeysuckle Avenue
Engineer's Estimated Improvement Cost
185th Street East to Cul de Sac

Traffic Count (2012)	260 VPD	
County Participation	26%	
Improved Length	3,500 feet	
Improved Width	24 feet	
Improved Area	9,333 Square Yards	
Base Stabilization Unit Cost	\$18.00 Square Yard	
Double Seal Coat Cost	\$6.28 Square Yard	
Total Improvement Cost	\$226,613	
Potential County Participation due to Traffic Count		\$58,919
Gravel Maintenance Cost Savings (10 Year)		\$43,087
Total Potential County Participation (not to exceed 50%)		\$102,007
Maximum County Participation by Iowa Code 311 (50%)		\$113,307
Actual County Participation		\$102,007
Petitioner's Cost	\$124,607	

Assumptions and reference:

- 2019 Iowa Code 311, Special Assessment Districts
- Future cost of 10 years of gravel maintenance to be added prior to base stabilization.
- Interest Rate: www.iowatreasurer.gov/for-businesses/public-funds-rates
- Traffic count of 200 VPD as provided by 2016 Iowa DOT Traffic Count.
- At least 1 business is operating on Leisure Avenue.

John Rasmussen, County Engineer
23-Sep-22

FYI, Estimated Payments

Actual payments will be determined at the completion of the process and may incorporate comments heard at public hearing and acted upon by the Board of Supervisors.

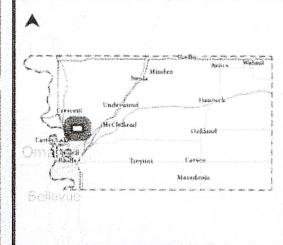
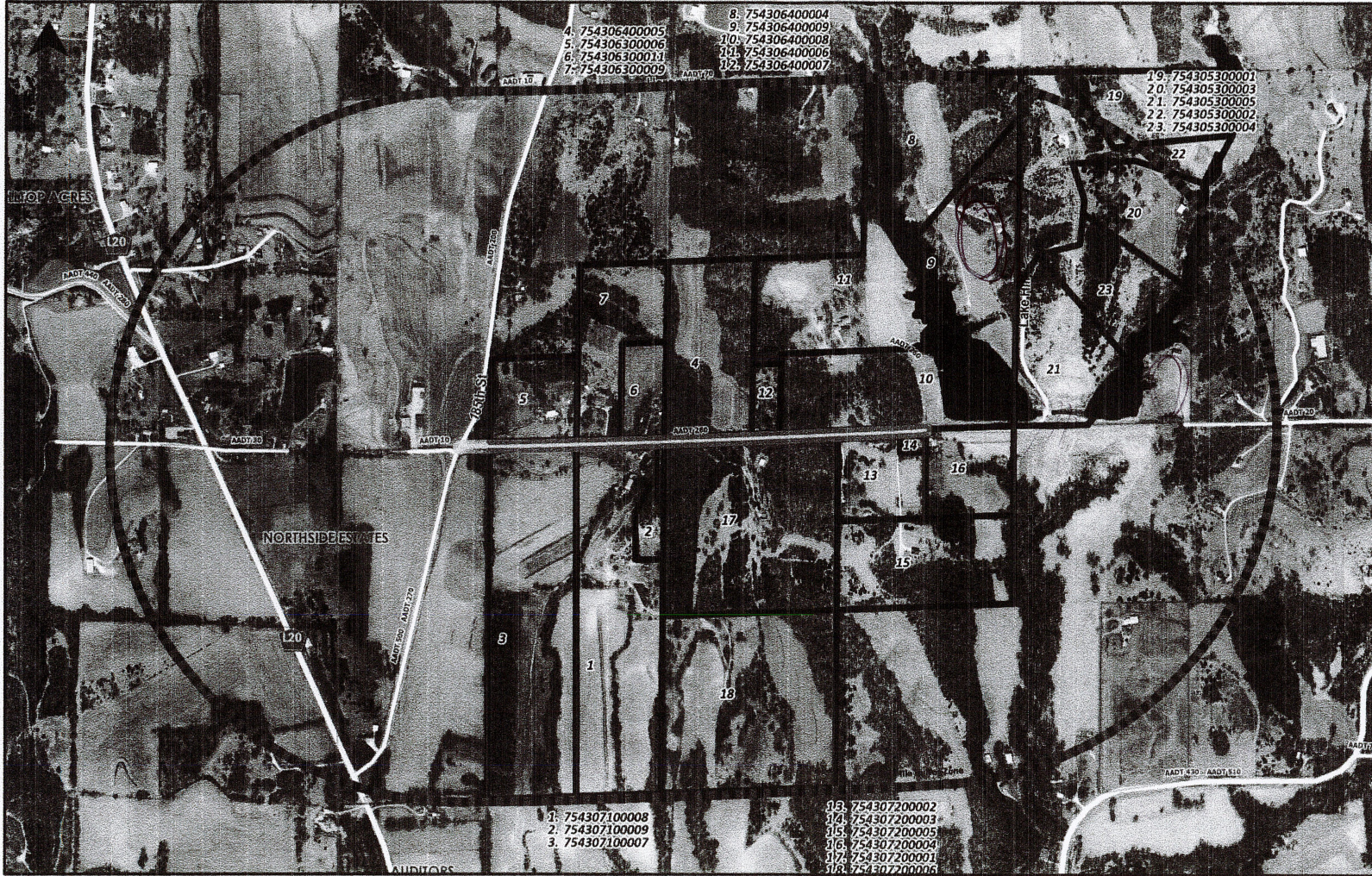
Interest 4.50% 9% max

	Prorated Bracket 20%				Prorated Bracket 60%				Prorated Bracket 100%			
	Total Assessment \$1,164.55				Total Assessment \$3,493.65				Total Assessment \$5,822.75			
	Principle	Interest	Balance	Total	Principle	Interest	Balance	Total	Principle	Interest	Balance	Total
Year 1	114.32	52.40	1,050.23	166.72	342.96	157.21	3,150.69	500.17	571.59	262.02	5,251.16	833.61
Year 2	114.32	47.26	935.91	161.58	342.96	141.78	2,807.73	484.74	571.59	236.30	4,679.57	807.89
Year 3	114.32	42.12	821.59	156.44	342.96	126.35	2,464.77	469.31	571.59	210.58	4,107.98	782.17
Year 4	114.32	36.97	707.27	151.29	342.96	110.91	2,121.81	453.87	571.59	184.86	3,536.39	756.45
Year 5	114.32	31.83	592.95	146.15	342.96	95.48	1,778.85	438.44	571.59	159.14	2,964.80	730.73
Year 6	114.32	26.68	478.63	141.00	342.96	80.05	1,435.89	423.01	571.59	133.42	2,393.21	705.01
Year 7	114.32	21.54	364.31	135.86	342.96	64.62	1,092.93	407.58	571.59	107.69	1,821.62	679.28
Year 8	114.32	16.39	249.99	130.71	342.96	49.18	749.97	392.14	571.59	81.97	1,250.03	653.56
Year 9	114.32	11.25	135.67	125.57	342.96	33.75	407.01	376.71	571.59	56.25	678.44	627.84
Year 10	114.30	6.11	21.37	120.41	342.91	18.32	64.10	361.23	571.60	30.53	106.84	602.13
Total	1,143.18	292.55		1,435.73	3,429.55	877.65		4,307.20	5,715.91	1,462.77		7,178.68

	Prorated Bracket 140%				Prorated Bracket 180%				Prorated Bracket 200%			
	Total Assessment \$8,151.85				Total Assessment \$10,480.95				Total Assessment \$11,645.50			
	Principle	Interest	Balance	Total	Principle	Interest	Balance	Total	Principle	Interest	Balance	Total
Year 1	800.23	366.83	7,351.62	1,167.06	1,028.86	471.64	9,452.09	1,500.50	1,143.18	524.05	10,502.32	1,667.23
Year 2	800.23	330.82	6,551.39	1,131.05	1,028.86	425.34	8,423.23	1,454.20	1,143.18	472.60	9,359.14	1,615.78
Year 3	800.23	294.81	5,751.16	1,095.04	1,028.86	379.05	7,394.37	1,407.91	1,143.18	421.16	8,215.96	1,564.34
Year 4	800.23	258.80	4,950.93	1,059.03	1,028.86	332.75	6,365.51	1,361.61	1,143.18	369.72	7,072.78	1,512.90
Year 5	800.23	222.79	4,150.70	1,023.02	1,028.86	286.45	5,336.65	1,315.31	1,143.18	318.28	5,929.60	1,461.46
Year 6	800.23	186.78	3,350.47	987.01	1,028.86	240.15	4,307.79	1,269.01	1,143.18	266.83	4,786.42	1,410.01
Year 7	800.23	150.77	2,550.24	951.00	1,028.86	193.85	3,278.93	1,222.71	1,143.18	215.39	3,643.24	1,358.57
Year 8	800.23	114.76	1,750.01	914.99	1,028.86	147.55	2,250.07	1,176.41	1,143.18	163.95	2,500.06	1,307.13
Year 9	800.23	78.75	949.78	878.98	1,028.86	101.25	1,221.21	1,130.11	1,143.18	112.50	1,356.88	1,255.68
Year 10	800.20	42.74	149.58	842.94	1,028.90	54.95	192.31	1,083.85	1,143.20	61.06	213.68	1,204.26
Total	8,002.27	2,047.87		10,050.14	10,288.64	2,632.99		12,921.63	11,431.82	2,925.54		14,357.36

**POTTAWATTAMIE
COUNTY • IOWA**

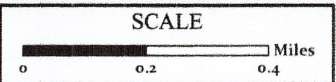
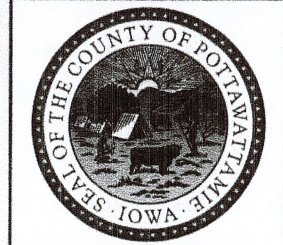
Road Improvement Petition - HONEYSUCKLE RD



**Improvements per \$1,000
of Project Cost**
Annual Average Daily Traffic: 80
County Participation Percent: 8%
County Participation Cost: \$80

1/2 Mile Buffer
 Road being considered
 for Improvement
Assessment District Parcels
 Parcel Boundary

Pottawattamie County GIS
 223 S 6th St.
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gis@pottcounty-ia.gov
<https://gis.pottcounty-ia.gov>
 Current Time: 10/20/2022 9:50 AM



Users of Pottawattamie County (The County) GIS data agree that he/she will at all times indemnify and hold The County and its officers, employees, and agents harmless from any damages, claims, lawsuits, costs, or liability arising from any act, omission, or commission with respect to the release and use of information in this Agreement and any of the terms thereof. The County makes no claim as to the accuracy of the spatial data and its associated data tables and assumes no responsibility for their positional or content accuracy. The County makes no claim as to the ability of the spatial data to fulfill the Contracting Organization's application requirements. In providing data (or access to data), The County assumes no obligation to assist in the use of the data, or in the development, use, or maintenance of any applications applied to the data. In no event shall The County be liable for any direct, indirect, incidental, consequential or special damages that may result from the use of the GIS data.

Public Comments

Other Business

Jana Lemrick/Director, Human Resources

Approve and authorize Chairman to sign Employment Agreements with Chief Information Officer David Bayer, Human Resource Director Jana Lemrick, Buildings and Grounds Director Jason Slack, Chief Financial Officer Mitch Kay, Planning and Development Director Matt Wyant, CEO Southwest Iowa MHDS Region/Community Services Director Suzanne Watson, Engineer John Rasmussen, Conservation Director Mark Shoemaker, Administrator Veterans Service Office Peggy Becker, and GIS Coordinator Jamie Petersen.