

# Consent Agenda

**April 18, 2023**

**MET IN REGULAR SESSION**

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

**PLEDGE OF ALLEGIANCE**

**1. CONSENT AGENDA**

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

- A. April 11, 2023, Minutes as read.
- B. Buildings and Grounds – Employment of Josh Funkhouser as a Maintenance Worker II.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion by Miller, second by Belt, to open Public Hearing on discussion regarding Compensation Board’s recommendations for elected officials for FY 2023/24; and discussion regarding the Pottawattamie County Budget for FY 2023/24.

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

Motion by Miller, second by Jorgensen, to close public hearing.

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

Motion by Belt, second by Jorgensen, to approve and authorize Board to sign **Resolution No. 21-2023**, regarding Compensation Board’s recommendations for elected officials for FY 2023/24. **Resolution No. 21-2023** is laid out as follows:

**RESOLUTION NO. 21-2023**

**WHEREAS**, the Pottawattamie County Compensation Board meets annually to recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code Chapters 331.905 and 331.907; and

**WHEREAS**, the Pottawattamie County Compensation Board met on the 19<sup>th</sup> day of December 2022 and recommended a 10% increase for all County elected officials, for the fiscal year beginning July 1, 2023.

**THEREFORE, BE IT RESOLVED** that the Pottawattamie County Board of Supervisors hereby reduces the Compensation Board’s recommended 10% salary increase to a 3 1/2% salary increase for all Pottawattamie County elected officials for the fiscal year beginning July 1, 2023. Said increases shall be as follows:

<b>Elected Official</b>	<b>Approved Salary for FY 2023/2024</b>
Attorney	158,312
Auditor	97,487
Recorder	97,487
Sheriff	151,500
Supervisors	52,955
Treasurer	97,487

**Dated this 18<sup>th</sup> day of April, 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				

ATTEST: \_\_\_\_\_

Melvyn Houser, County Auditor

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

Motion by Miller, second by Jorgensen, to approve and authorize Board to sign **Resolution No. 22-2023**, regarding Pottawattamie County Budget for FY 2023/24. **Resolution No. 22 -2023** is laid out as follows:

**RESOLUTION NO. 22-2023**

**WHEREAS**, the Board of Supervisors of Pottawattamie County, after due consideration of estimated income and expenses for Fiscal Year 2023-2024, duly published such estimates for the county budget; and

**WHEREAS**, the budget correctly states estimated tax dollars against all parcels of property lying within Pottawattamie County, and the income and expense breakdown for each of the ten (10) budgeting areas; and

**WHEREAS**, a hearing was held on Tuesday, April 18, 2023, at 10:00 AM, in the Board of Supervisors’ Hearing Room, Second Floor, Courthouse, 227 South 6<sup>th</sup> Street, Council Bluffs, Iowa; and

**WHEREAS**, the public had due notice of the hearing, and at the hearing due time was allowed for objections to any and all portions of the budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of Pottawattamie County, after hearing no objections, on a motion by Supervisor Miller, and a second by Supervisor Jorgensen, the Fiscal Year 2023-2024 budget was adopted.

Chairman Shea called for a roll call vote, the results being: Shea-AYES; Belt-AYES; Wichman-AYES; Miller-AYES; and Jorgensen-AYES. Motion carried.

**Dated this 18<sup>th</sup> day of April, 2023.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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				

ATTEST: \_\_\_\_\_

Melvyn Houser, County Auditor

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

Riley Gibson/Relationship Manager, TurnKey Logistics, representing Summit Carbon Solutions appeared before the Board to give a presentation on the project update for Summit Carbon Solution pipeline. Discussion only. No action taken.

Motion by Belt, second by Miller, to approve and authorize Board to sign **Resolution No. 23-2023** entitled: RESOLUTION FOR TRANSFER FROM RURAL SERVICES FUND TO SECONDARY ROADS FUND.

**RESOLUTION NO. 23-2023**

**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 \$2,650,000 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 18th Day of April, 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.**

Motion by Wichman, second by Jorgensen, to approve and authorize Chairman to sign Lease – Business Property Amendment between Heartland Properties, LLC, and Pottawattamie County for the Public Health Clinic, located at 600 S 4th Street, Suite 100 in Council Bluffs from September 1, 2023 – August 31, 2024.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Miller, to approve and authorize Chairman to sign Memorandum of Understanding between the West Pottawattamie ISU Extension and Outreach and Pottawattamie County Division of Public Health to provide support for the ‘Speak Up Be Safe’ program by providing \$15,000 for FY23/24.

UNANIMOUS VOTE. Motion Carried.

**3. OTHER BUSINESS**

Sam Arkfeld/Captain, Communications Center, appeared before the Board to give an update on the 911 Center. 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) Public Health-Animal Control – Payroll status change for Tim Walton.

**6. PUBLIC COMMENTS**

No Public Comments.

**7. STUDY SESSION**

Matt Wyant/Director, Planning and Development, appeared before the Board to discuss adding distilleries to the Pottawattamie County, Iowa Zoning Ordinance.  
Discussion only. No action taken.

**8. ADJOURN**

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:45 P. M

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Brian Shea, Chairman

ATTEST:

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Becky Lenihan, Finance and Tax Officer

APPROVED: April 25, 2023

PUBLISH: X

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

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** April 17<sup>th</sup>, 2023

**ESTABLISHMENT:** **CHANGE OF OWNERSHIP: QUAIL RUN GOLF COURSE**

**OWNER:** see attached

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

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

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

**COMMENTS**

Signature



## License Application

- **Applicant**

**Name of Legal Entity :** B ENTERPRISES L.L.C.

**Name of Business(DBA) :** Quail Run Golf Course

**Address of Premises :** 29512 285th Street

**Premises Suite/Apt Number :**

**City :** Neola

**County :** Pottawattamie

**Zip :** 51559

**Business :** (712) 485-2266

**Mailing Address:** PO Box 103

**City :** Neola

**State :** Iowa

**Zip :** 51559

- **Contact Person**

**Name :** Ronald Barrier

**Phone :** (402) 681-5783

**Email :** [contact@rollingb.com](mailto:contact@rollingb.com)

- **License Information**

**License Number :**

**License/Permit Type :** Class C Retail Alcohol License

**Term :** 12 Month

**Status :** Submitted to Local Authority

**Effective Date :**

**Expiration Date :**

**Sub-Permits :** Class C Retail Alcohol License

**Privileges :** Outdoor Service

**Last Day of Business :**

- **Status of Business**

**Business Type :** Limited Liability Company

- **Ownership**

Ronald Barrier

**City :** Neola

**State :** Iowa



**Zip** : 51559

**Position** : Owner

**% of ownership** : 50

**U.S. Citizen** : Yes

Tara Barrier

**City** : Neola

**State** : Iowa

**Zip** : 51559

**Position** : Owner

**% of ownership** : 50

**U.S. Citizen** : Yes

- **Insurance Company Information**

**Insurance Company** : Illinois Casualty Co

**Policy Effective Date** : 2023-04-05

**Policy Expiration** : 2024-04-04

**Bond Effective** :

**Dram Cancel Date** :

**Outdoor Service Effective** :

**Outdoor Service Expiration** :

**Temp Transfer Effective Date :**

**Temp Transfer Expiration Date :**

▪

▪

7742 26 200 005

--- Permanent Property Address ---  
 B ENTERPRISES LLC  
 29512 285TH ST  
 NEOLA, IA 51559

----- Mailing Address -----  
 B ENTERPRISES LLC  
 C/O RONALD L BARRIER  
 PO BOX 40  
 NEOLA, IA 51559

=====  
 District: 064 NEOLA TWP/TRI-CENTER SCH

=====  
 REAL ESTATE TAXES ON TREASURER'S WEBPAGE  
 Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/774226200005>

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

NEOLA TWP 26-77-42 S1/2 NE & PT SE NW COMM NE COR TH S443.69' NWLY574.47' E317.50' TO POB

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

Current Value				
2023	Comm. Land	Improvement	Total	Class
Full Value	\$330,600	\$288,200	\$618,800	C
Exempt	\$0	\$0	\$0	C
Net Total	\$330,600	\$288,200	\$618,800	C

Prior Year Value				
2022	Comm. Land	Improvement	Total	Class
Full Value	\$330,600	\$270,900	\$601,500	C
Exempt	\$0	\$0	\$0	C
Net Total	\$330,600	\$270,900	\$601,500	C

=====  
 EXEMPTIONS/CREDITS APPLIED  
 OWNERS

\* Book/Page LINKS TO RECORDER'S WEBPAGE  
 1 D B ENTERPRISES LLC                      book/page: [2023/03028](#) D

Date Reviewed: 02/18/23 GMS

LAND.....3425994 sqFt      78.65 acres

Commercial Building 1 of 6 -- Golf Course (801) 9 Holes  
 DBA: QUAIL RUN COUNTRY CLUB  
 STRUCTURE....0 story   0 base SF   0 bsmt SF   0 gross SF  
 Year Built: 1994   Eff Year: 1994   Condition: Normal  
 VERTICALS....Ext Wall:    Incl. w / Base  
                   Int Wall:            Unfinished  
                   WallFace:           Incl. w / Walls  
                   Front/Doors:       Incl. w / Base  
                   Windows:            Incl. w / Base  
 HORIZONTALS..Basement:   Incl. w / Base  
                   Roof:                Incl. w / Base  
                   Ceiling:             Unfinished  
                   Partitions:        Incl. w / Base  
                   Framing:            Incl. w / Base  
                   HVAC:                No HVAC

Commercial Building 2 of 6 -- Clubhouse (305)  
 DBA: QUAIL RUN COUNTRY CLUB  
 STRUCTURE....1 story   2464 base SF   2464 bsmt SF   2572 gross SF  
 Year Built: 1995   Eff Year: 1995   Condition: Normal  
 VERTICALS....Ext Wall:    Vinyl - Frame  
                   Int Wall:            Drywall or Equiv.  
                   WallFace:           Incl. w / Walls  
                   Front/Doors:       Average Cost Front

Windows: Aluminum Casement  
HORIZONTALS..Basement: Excavation, Floor, Lighting  
Roof: Asph. Shingle/ Wood Dk  
Ceiling: Drywall  
Struc Floor: Concrete  
Floor Cover: Carpet  
Partitions: Incl. w / Base  
Framing: Wood - Light  
HVAC: Combination FHA - AC  
PLUMBING.....Toilet Room (4)  
Sink-Kitchen (3)  
Lavatory (4)  
Stainless Stl Sinks-(Lounge Type) 3 Tub (1)  
ADJUSTMENTS..Bsmt Fin - office (2000)  
BLDG EXTRAS..1 PORCH: 840 SF, Concrete Patio  
1 Porch (Commercial): 560 SF, Wood Deck

Commercial Building 2 of 6 Addition 1 -- Clubhouse (305)

DBA: QUAIL RUN COUNTRY CLUB

STRUCTURE....1 story 108 base SF 0 bsmt SF  
Year Built: 1995 Eff Year: 1995 Condition: Normal

VERTICALS....Ext Wall: Vinyl - Frame  
Int Wall: Drywall or Equiv.  
WallFace: Incl. w / Walls  
Front/Doors: Average Cost Front  
Windows: Aluminum Casement

HORIZONTALS..Roof: Asph. Shingle/ Wood Dk  
Ceiling: Drywall  
Floor Cover: Carpet  
Partitions: Incl. w / Base  
Framing: Wood - Light  
HVAC: Combination FHA - AC

Commercial Building 3 of 6 -- Metal Warehouse - Post Frame (603)

DBA: QUAIL RUN COUNTRY CLUB

STRUCTURE....1 story 4200 base SF 0 bsmt SF 4200 gross SF  
Year Built: 1994 Eff Year: 1994 Condition: Normal

VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)  
Int Wall: Unfinished  
Front/Doors: Incl. w / Base  
Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base  
Roof: Metal/ Frame  
Ceiling: Unfinished  
Struc Floor: Concrete 4"  
Partitions: Incl. w / Base  
Framing: Pole Construction  
HVAC: No HVAC

ADJUSTMENTS..Heat - none (4200)

Insulation - none/roll (7600)

BLDG EXTRAS..2 DOOR: O.H. - Door - Manual, 9 Ft Wide, 7 Ft High

Commercial Building 4 of 6 -- Metal Warehouse - Post Frame (603)

DBA: QUAIL RUN COUNTRY CLUB

STRUCTURE....1 story 960 base SF 0 bsmt SF 960 gross SF  
Year Built: 1995 Eff Year: 1995 Condition: Normal

VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)  
Int Wall: Unfinished  
Front/Doors: Incl. w / Base  
Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base  
Roof: Metal/ Frame  
Ceiling: Unfinished  
Struc Floor: Concrete 4"  
Partitions: Incl. w / Base

Framing: Pole Construction  
HVAC: No HVAC  
ADJUSTMENTS..Heat - none (960)  
Insulation - none/roll (1952)  
BLDG EXTRAS..1 DOOR: O.H. - Door - Manual, 16 Ft Wide, 10 Ft High

Commercial Building 5 of 6 -- Metal Warehouse - Post Frame (603)  
DBA: QUAIL RUN COUNTRY CLUB  
STRUCTURE....1 story 4200 base SF 0 bsmt SF 4200 gross SF  
Year Built: 1996 Eff Year: 1996 Condition: Normal

VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)  
Int Wall: Unfinished  
Front/Doors: Incl. w / Base  
Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base  
Roof: Mtl/ Frm/ Insul.  
Ceiling: Unfinished  
Struc Floor: Concrete 4"  
Partitions: Incl. w / Base  
Framing: Pole Construction  
HVAC: No HVAC

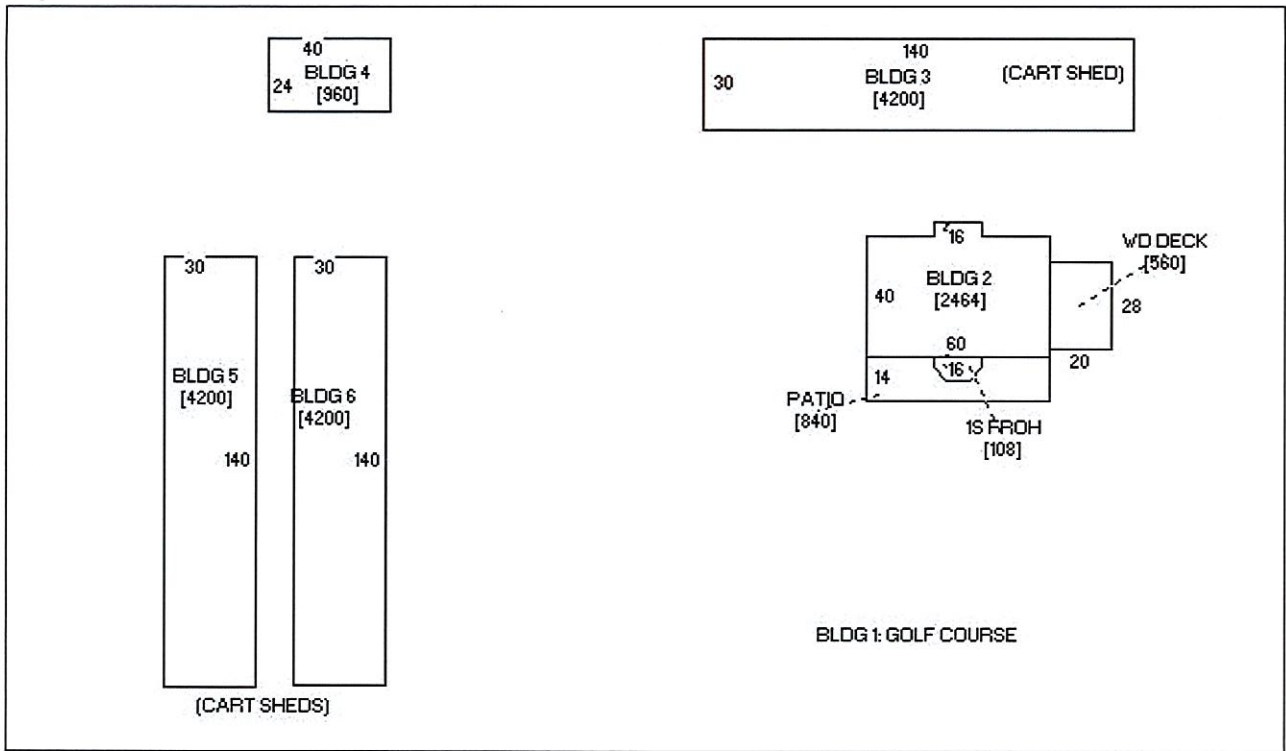
ADJUSTMENTS..Heat - none (4200)  
Insulation - none/roll (7600)  
BLDG EXTRAS..2 DOOR: O.H. - Door - Manual, 7 Ft Wide, 9 Ft High

Commercial Building 6 of 6 -- Metal Warehouse - Post Frame (603)  
DBA: QUAIL RUN COUNTRY CLUB  
STRUCTURE....1 story 4200 base SF 0 bsmt SF 4200 gross SF  
Year Built: 1998 Eff Year: 1998 Condition: Normal

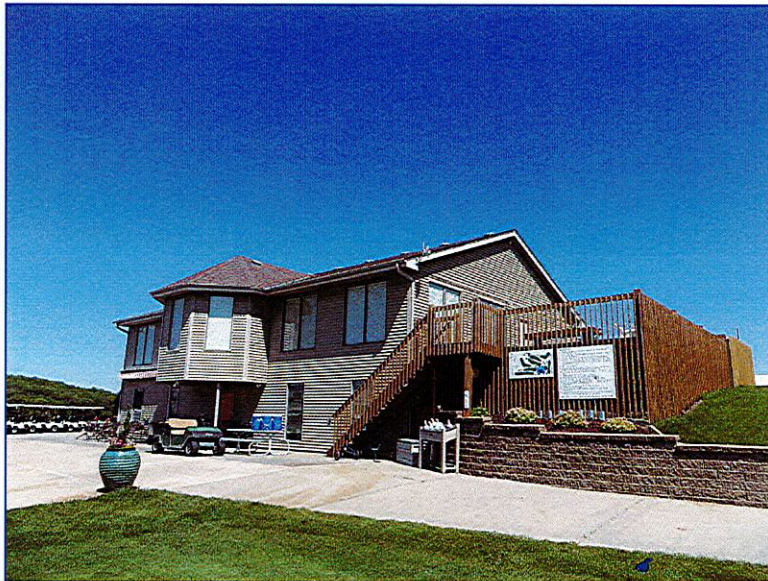
VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)  
Int Wall: Unfinished  
Front/Doors: Incl. w / Base  
Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base  
Roof: Mtl/ Frm/ Insul.  
Ceiling: Unfinished  
Struc Floor: Concrete 4"  
Partitions: Incl. w / Base  
Framing: Pole Construction  
HVAC: No HVAC

ADJUSTMENTS..Heat - none (4200)  
Insulation - none/roll (7600)  
BLDG EXTRAS..2 DOOR: O.H. - Door - Manual, 7 Ft Wide, 9 Ft High  
YARD EXTRAS..Yard Lighting - Mercury 1 Poles, 30 Pole Ht, 2 Lights, 400 Watts  
Paving - Concrete 320 SF, Concrete Parking Lots  
2 Shed W10.00 x L12.00 120 SF, Block Shed



29512 285TH ST, B ENTERPRISES LLC



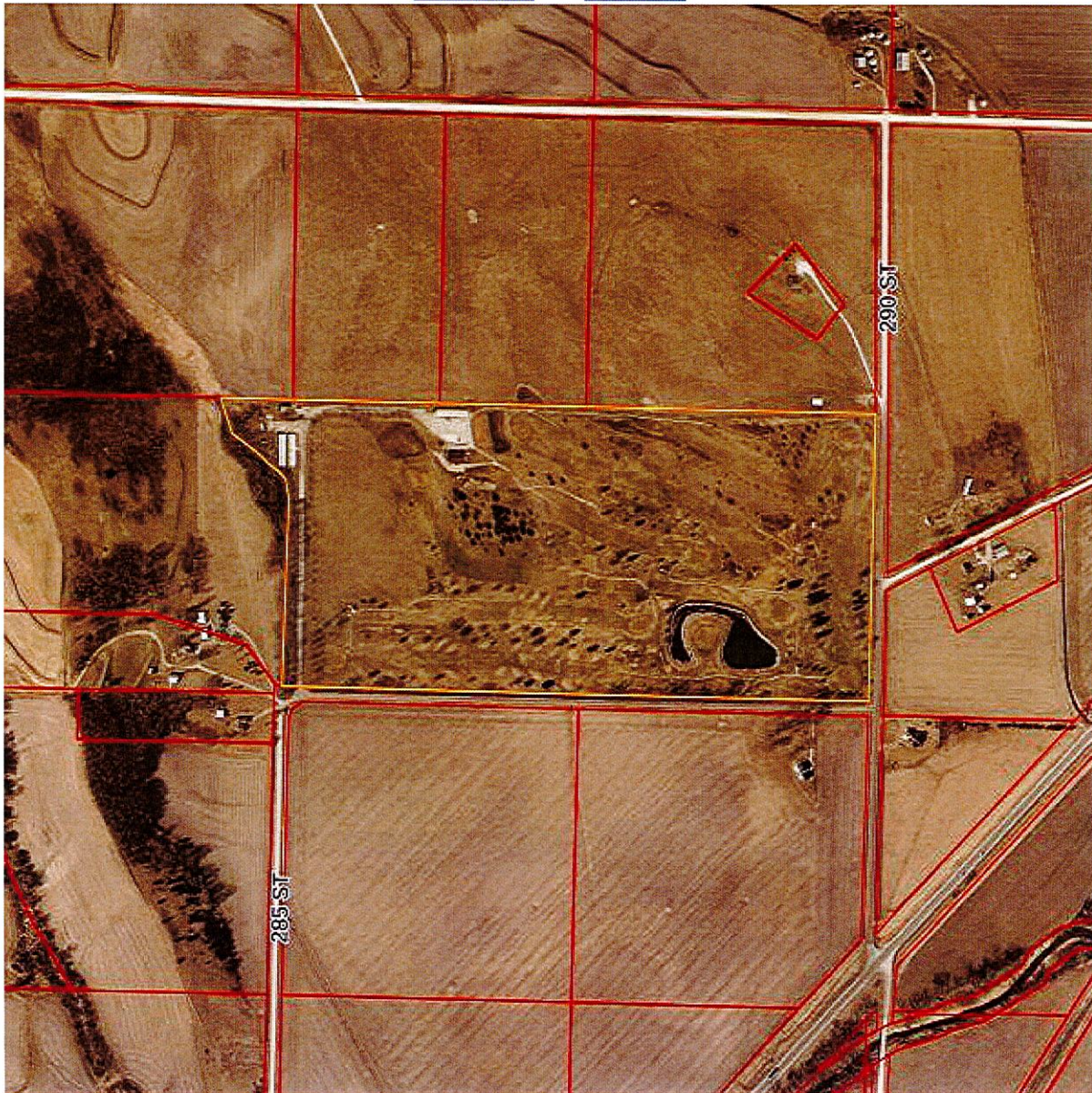
29512 285TH ST, B ENTERPRISES LLC, 1 06/09/2015





29512 285TH ST, B ENTERPRISES LLC, 7 06/09/2015

[Zoom Out](#)   [Zoom In](#)



4800ft x 4800ft



Click any parcel to go to its web page

Spring 2022 aerial

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

As of:

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



# **Scheduled Sessions**

**Antoina Krupicka-**  
**Smith/Director, Council Bluffs**  
**Public Library, Kari**  
**Rose/Director, Eckles**  
**Memorial Library, Serena**  
**Riesgaard/Director and**  
**Sabrina Lewis, Avoca Public**  
**Library, and Margo**  
**Matthies/Director, Walnut**  
**Public Library**

**Discussion and/or decision to approve and sign  
Proclamation designating the week of April 23-29, 2023,  
National Library Week.**

# PROCLAMATION

## NATIONAL LIBRARY WEEK, APRIL 23 - 29, 2023

**WHEREAS**, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

**WHEREAS**, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

**WHEREAS**, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

**WHEREAS**, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

**WHEREAS**, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

**WHEREAS**, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE**, be it resolved that the Pottawattamie County Board of Supervisors proclaim National Library Week, April 23-29, 2023. During this week, we encourage all residents to visit their library to explore the wealth of resources available.

### 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

**Brandon Garrett/Chief of Staff,**  
**City of Council Bluffs**

**Presentation on Light Rail.**

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

**Presentation of annual wellness report and  
discussion and/or decision to approve Lockton  
Consulting Agreement for June 1, 2023 – May 31, 2024.**



# Services Agreement

This Services Agreement (the "Agreement") made and entered into effective as of June 1, 2023 ("Effective Date"), by and between Pottawattamie County ("Client") and the Founders Series of Lockton Companies, LLC ("Lockton"). In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM.** This Agreement will be in effect from the Effective Date to May 31, 2024 unless earlier terminated in accordance with the provisions of the Agreement. This Agreement may be extended by mutual written agreement of the parties pursuant to the provisions of this Agreement.

## 2. COMPENSATION, DISCLOSURE AND PAYMENT TERMS

2.1 **Compensation.** All consulting and/or insurance services provided by Lockton as set forth in Addendum A will be performed for the following compensation:

- Minimum annual fee of \$11,825 for a maximum of 220 participants,
  - \$53.75 for any participants over 220,
  - \$107.50 for any members required to participate in health coaching
- And
- New hires will be billed as outlined in Addendum A

2.2 **Payment Schedule.** Client shall pay the fee set forth above on the following payment schedule:

Billing Group	Due Date	Amount Due
Main Group	Annually	Based on participation
New Hires	Quarterly	Based on participation

Client will provide full payment to Lockton for all fee invoices submitted within 30 days of Client's receipt of each invoice. Client grants Lockton a right to setoff any amounts Lockton owes to Client against any unpaid fees Client owes to Lockton.

2.3 **Fee Due Upon Change in Control.** In the event Client experiences a "Change in Control" (as defined herein); the annual fee will be deemed fully earned and payable by Client as of the effective date of the Change in Control. "Change In Control" shall be defined as any of the following events: 1) the acquisition by an external organization of 50% or more of the then outstanding shares of common stock of Client or the combined voting power of the then outstanding voting securities of Client entitled to vote generally in the election of directors; 2) individuals who constitute the Client's Board cease for any reason to constitute at least a majority of the Board; 3) consummation of a reorganization, merger, consolidation or sale or other disposition of all or substantially all of the assets of the Client unless the beneficial owners of the outstanding Client common stock and voting securities continue to own, directly or indirectly, more than 50% of,

respectively, the then outstanding common stock and voting power of the then outstanding voting securities; or 4) approval by the stockholders of Client of a complete liquidation or dissolution of Client.

## 3. SERVICES

3.1 **Scope of Services.** It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addendum A, which is attached to and made part of this Agreement. In the event Client: 1) requests that Lockton provide other services beyond those set forth in Addendum A; or 2) makes an acquisition or otherwise experiences growth such that the level and/or scope of services needed by Client shall significantly exceed the level of services as contemplated at the inception of this Agreement, Client and Lockton agree to review in good faith the additional services required and increase the fee set forth herein or agree to other compensation (such as commissions on additional placements) in addition to the fee. Such additional compensation shall be set forth in a written and signed addendum pursuant to Section 6.3 of this Agreement.

3.2 **Use of Intermediaries.** When in Lockton's professional judgment it is necessary or appropriate, Lockton may utilize the services of intermediaries or other appropriate outside vendors to assist in the servicing and marketing of Client's employee benefit programs. However, this may only be done after consultation with and prior approval by Client. Such intermediaries may or may not be affiliates of Lockton. Lockton will advise Client whether any such intermediary is an affiliate of Lockton. Under all circumstances, any and all compensation earned by any intermediary or outside vendor shall be in addition to the compensation paid to Lockton as described herein.

4. **TERMINATION OF SERVICES.** In the event that Client terminates this Agreement, with ninety (90) days written notice, all services will be discontinued on the effective date of termination and Lockton will assist in the transition to Client's new broker/consultant. In such event, Lockton shall invoice Client for the services provided up to the effective date of termination on a pro rata basis in accordance with the compensation terms of this Agreement. If applicable, Lockton shall also be entitled to retain all commissions earned on Client's placements through the effective date of termination.

## 5. CONFIDENTIALITY

5.1 **Confidential Information.** Lockton and Client acknowledge that the nature of Lockton's services provided to Client may result

in either party (the "Disclosing Party") disclosing to the other party (the "Receiving Party") certain of Disclosing Party's information ("Information"), some of which may be of a confidential or proprietary nature. For purposes of this Agreement, Information shall mean any and all nonpublic information provided to the Receiving Party, which may include the Disclosing Party's product, marketing, pricing or financial strategies; customer information; employee information; proprietary business processes or technologies; financial information and/or trade secrets.

5.2 **Exclusions.** Information shall not include any information that: 1) is or becomes publicly known and generally available in the public domain through no wrongful action or disclosure by the Receiving Party; 2) becomes known by the Receiving Party without any obligation to hold such information in confidence; 3) is received from a third party without similar restrictions known to the Receiving Party; 4) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Information; or 5) The Receiving Party is required by law, regulation, summons, subpoena or similar judicial, regulatory or administrative order or proceeding to disclose, but only to the extent and for the purpose of such required disclosure, provided the Receiving Party, unless prohibited by law, gives the Disclosing Party prompt written notice of such required disclosure to enable the Disclosing Party to pursue protective measures.

5.3 **Receiving Party's Confidentiality Duties.** In consideration of the Disclosing Party's disclosure of Information to the Receiving Party, the Receiving Party hereby agrees as follows:

A. The Receiving Party shall take all reasonable steps to protect the confidentiality of the Information and shall not use the Information for any purpose other than the advancement of the services contemplated herein.

B. The Receiving Party shall not, without the prior written approval of the Disclosing Party, publish or disclose to others any of the Information, except that Client expressly authorizes Lockton to disclose Client's Information to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the purpose of providing the services contemplated herein.

C. The Parties acknowledge that any unauthorized disclosure or use of the Information in violation of this Agreement by a Receiving Party may cause the Disclosing Party irreparable harm, and that money damages alone, the amount of which might be difficult to ascertain, might be an inadequate remedy and, therefore, agree that the Disclosing Party shall have the right to seek injunctive relief in addition to any other remedies otherwise available to the Disclosing Party at law or in equity.

D. At the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party any and all records or documents constituting the Information, except that the Receiving Party shall be permitted to retain an archival copy of the Information pursuant to its record retention and regulatory and legal compliance requirements. If return of the Information is not feasible, the Receiving Party shall maintain the Information pursuant to the terms and conditions of this Agreement.

## 6. GENERAL CONDITIONS

6.1 **Cooperation.** Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.

6.2 **Assignment.** Neither party shall assign any rights nor duties herein set forth without the prior written consent of the other party.

6.3 **Entire Agreement.** The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. Subject to the provisions of Section III.B., this Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.

6.4 **Indemnification.** Lockton and Client shall indemnify, defend, and hold one another, their directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by one party as the result of (i) a material breach by the other party of any of its obligations under this Agreement or (ii) any willful or negligent conduct of the other party.

6.5 **Dispute Resolution.** Any and all disputes between the parties arising out of or relating to this Agreement or the services provided pursuant to this Agreement shall be adjudicated and resolved exclusively through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect at the time such arbitration is initiated. Any arbitration hereunder shall be conducted in Kansas City, Missouri, and the decision of the arbitrator shall be final and binding upon all parties. An arbitrator's decision may be recorded and registered as a judgment in any jurisdiction in which the party against whom the arbitration award is rendered has assets in order for the prevailing party to collect any amounts due hereunder. Each party shall be responsible to pay its own arbitration filing fees, arbitrator fees, attorney fees, and other related administrative costs and expenses incurred in the course of prosecuting or defending a claim in arbitration.

6.6 **Limitation of Liability.** IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO TEN MILLION DOLLARS (\$10,000,000.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO: 1) ANY DAMAGES AWARDED IN CONJUNCTION WITH A FINAL JUDICIAL DETERMINATION OF FRAUD OR GROSS NEGLIGENCE; OR 2) PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT, WILFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. REFERENCES TO A PARTY IN THIS SECTION 6.6 INCLUDE SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND DOMESTIC AND INTERNATIONAL AFFILIATED ENTITIES.

**6.7 Accuracy and Completeness of Information.** Client shall be solely responsible for the accuracy and completeness of all information furnished to Lockton and/or to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the services contemplated herein. Lockton shall not be responsible to independently verify the accuracy or completeness of any information that Client provides, and Lockton shall be entitled to rely on such information. Lockton shall have no liability for any errors, deficiencies or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that are based on inaccurate or incomplete information provided to Lockton. Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the denial of claims or rescission of coverage altogether. Client will review all policy documents provided to Client by Lockton and shall inform Lockton of any inaccuracies, deficiencies or discrepancies contained therein.

**6.8 Use of a Particular Insurer.** Lockton is not bound to utilize any particular insurer and is not authorized to make binding commitments on behalf of any insurer, except under certain circumstances which Lockton shall endeavor to make known to Client. Lockton shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Lockton does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Client. Lockton will not take any action to replace Client's insurers unless Client instructs Lockton to do so.

**6.9 No Reliance.** Any reports or advice provided by Lockton should not be relied upon as accounting, legal or tax advice. In all instances, Lockton recommends that Client seek independent advice on such matters from professional accounting, legal and tax advisors.

**6.10 Responsibility for Insurance Programs.** Lockton will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented or placed by another broker, including without limitation any acts or omissions occurring prior or subsequent to Lockton's engagement.

**6.11 Relationship between the Parties.** The Client acknowledges and agrees that in no event shall Lockton owe any enhanced or special duties to the Client, express or implied, in fact or by law, whether referred to as a special relationship or fiduciary relationship or otherwise, except to the extent required by applicable law.

**6.12 Notices.** Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their respective addresses as follows:

**CLIENT**

POTTAWATTAMIE COUNTY  
227 South 6<sup>th</sup> St  
Council Bluffs, IA 51503  
Attn: Jana Lemrick  
Title: Director of Human Resources

**LOCKTON**

FOUNDERS SERIES OF LOCKTON COMPANIES, LLC  
444 W. 47th Street Suite 900  
Kansas City, MO 64112  
Attn: Timothy Meacham  
Title: Chief Operating Officer

**6.13 Governing Law.** This Agreement shall be governed for all purposes by the laws of the state of Missouri.

*<The rest of this page is intentionally left blank. Signature page to follow.>*





In witness whereof, the parties hereto have executed the Agreement in duplicate intending each copy to serve as an original as of the day and year first written above.

FOUNDERS SERIES OF LOCKTON COMPANIES, LLC

POTTAWATTAMIE COUNTY

BY: \_\_\_\_\_

Timothy Meacham  
Chief Operating Officer

BY: \_\_\_\_\_

Brian Shea  
Boards of Supervisors, Chairman

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Standard Services	Typical Frequency	Cost
<b>Clinical Nurse Advocate Program</b>		
<b>Health Risk Assessment (HRA)</b> – Administer the delivery of an online survey of individual medical history and lifestyle choices behaviors.	Annually	\$11,825.00/year which includes a maximum of 220 participants. Additional participants are \$53.75 PPPY
<b>Collection of Physician Preventive Biometric Screening and Laboratory Results Form</b> – The collection / measurement of height, weight, waist circumference, blood pressure, as well as laboratory screening. This includes integration with onsite screening vendors to receive biometric and laboratory data.	Annually	Included in Fee
<b>Wellness Portal access</b> – All members can register on the Wellness Portal and have access to their individualized reporting, incentive criteria and other health resources that may be available.	Annually	Included in Fee
<b>Health Coaching</b> – Four (4) one -to-one meetings with a professional nurse to educate, set health goals and to offer motivation and support to the individuals for reaching their health goals.	Quarterly	\$107.50 PPPY
<b>New Hire participant Health Risk Assessment (HRA)</b> - Administer the delivery of an online survey of individual medical history and lifestyle choices behaviors.	Once	\$53.75 PPPY
<b>Collection of New Hire Physician Preventive Biometric Screening and Laboratory Results Form</b> – The collection / measurement of height, weight, waist circumference, blood pressure, as well as laboratory screening.	Once	Included in Fee
<b>New Hire Wellness Portal access</b> – All members can register on the Wellness Portal and have access to their individualized reporting, incentive criteria and other health resources that may be available.	Once	Included in Fee
<b>New Hire Health Coaching</b> – Any remaining one -to-one meetings with a professional nurse to educate, set health goals and to offer motivation and support to the individuals for reaching their health goals.	Quarterly	\$40/participant/coaching session
<b>Employer Aggregate Report</b> – A comprehensive aggregate report of the Client’s biometric and lifestyle results stratified by risk category, and executive review of findings.	Annually	Included in Fee
<b>Educational Presentations</b> – Presentations developed and presented by a nurse.	As needed	Additional fees may apply
<b>Incentive Tracking and Reporting</b> – A report will be provided with the names of participants and their incentive qualification status.	Annually	Included in Fee
<b>Lunch – N – Learns</b> – Presentation developed and presented by a nurse.	As needed	2 are included; there will be a cost for additional presentations
<b>Wellness Newsletter</b>	Monthly	Electronic version Included

## **Our Mission**

To be the worldwide value and service leader in insurance brokerage, risk management, employee benefits, and retirement services

## **Our Goal**

To be the best place to do business and to work



**LOCKTON**<sup>®</sup>

RISK MANAGEMENT | EMPLOYEE BENEFITS | RETIREMENT SERVICES

[www.lockton.com](http://www.lockton.com)

# **Lea Voss/Treasurer**

**Discussion and/or decision to approve tax suspension  
pursuant to Iowa Code Section 427.9, for property  
located at 927 Avenue O, Carter Lake, Iowa.**

MARY JO KRETSCHMER FOR  
WOLFGANGKRETSCHMER  
907 AVE O  
CARTER LAKE IA 51510

### You Have the Right to Appeal

**What is an appeal?** An appeal is asking for a hearing because you do not like a decision the Department of Human Services (DHS) makes. You have the right to file an appeal if you disagree with a decision. You do not have to pay to file an appeal. [441 Iowa Administrative Code Chapter 7].

**How do I appeal?** You can appeal in person, by telephone, or in writing for SNAP, Child Care Assistance, Family Investment Program or Medicaid. You must appeal in writing for all other programs by doing **one** of the following:

- Complete an appeal electronically at <https://dhs.iowa.gov/node/966>, or
- Write a letter telling us why you think a decision is wrong, or
- Fill out an Appeal and Request for Hearing form. You can get this form at your county DHS office.

Send or take your appeal to the DHS, Appeals Section, 5th Floor, 1305 E Walnut Street, Des Moines, Iowa 50319-0114. If you need help filing an appeal, ask your county DHS office.

**How long do I have to appeal?** For SNAP or Medicaid, you have 90 calendar days to file an appeal from the date of a decision. For all other programs, you must file an appeal within 30 calendar days of the date of a decision or before the date a decision goes into effect.

If you file an appeal more than 30 but less than 90 calendar days from the date of a decision, you must tell us why your appeal is late. If you have a good reason for filing your appeal late, we will decide if you can get a hearing. If you file an appeal 90 days after the date of a decision, we cannot give you a hearing.

**Can I continue to get benefits when my appeal is pending?** You may keep your benefits until an appeal is final or through the end of your certification period if you file an appeal within 10 calendar days of the date the notice is received. A notice is considered to be received 5 calendar days after the date on the notice. For the Family Investment Program, Child Care Assistance, and Medicaid, benefits can also continue if you file an appeal before the date a decision goes into effect. Any benefits you get while your appeal is being decided may have to be paid back if the DHS's action is correct.

**How will I know if I get a hearing?** You will get a hearing notice that tells you the date and time a telephone hearing is scheduled. You will get a letter telling you if you do not get a hearing. It will also explain what you can do if you disagree with the decision to not give you a hearing.

**Can I have someone else help me in the hearing?** You or someone else, such as a friend or relative, can tell why you disagree with the DHS's decision. You may also have a lawyer help you, but DHS will not pay for one. Your county DHS office can give you information about legal services. The cost of legal services will be based on your income. You may also call Iowa Legal Aid at 1-800-532-1275. If you live in Polk County, call 243-1193.

### Policy Regarding Discrimination, Harassment, Affirmative Action and Equal Employment Opportunity

It is the policy of the Iowa DHS to provide equal treatment in employment and provision of services to applicants, employees and clients without regard to race, color, national origin, sex, sexual orientation, gender identity, religion, age, disability, political belief or veteran status.

If you feel DHS has discriminated against or harassed you, please send a letter detailing your complaint to: Iowa DHS, Hoover Building, 5th Floor – Policy Bureau, 1305 E Walnut, Des Moines, IA 50319-0114 or via email [contactdhs@dhs.state.ia.us](mailto:contactdhs@dhs.state.ia.us).

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form \(AD-3027\)](#) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

Fax: (202) 690-7442; or

Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**Notice of Decision – Please review both sides of the notice**

8 CV04 MARY JO KRETSCHMER FOR Worker Name DAWN PIRIE  
WOLFGANGKRETSCHMER Case Number B71055-00-0-4  
907 AVE O Worker Phone 712-326-2341  
CARTER LAKE IA 51510 1-877-344-9628

20230405

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

Your application is approved for Medical Assistance beginning 10/01/22.  
EM 8-F FMAP-Related Coverage Groups; EM 8-F SSI-Related Coverage Groups;  
441 Iowa Admin. Code 74.2 (249A, 85GA, SF446), 75.13(249A)

You get SSI, State Supplementary Assistance or you live in a facility in which the  
Department of Human Services is paying some or all of the cost. You may not have to pay  
property taxes at this time. Take this notice to your county Board of Supervisors to  
discuss having your property taxes delayed.  
EM 8-A Property Tax Relief; Iowa Code 427.9

Your application for facility care is approved beginning 10/24/22  
42 CFR 435.725; 441 Iowa Admin. Code 52.1(1) and (3), 75.16(249A),  
76.13(3), 76.15(249A), 81.4(2), 82.9(2), 85.4(249A), 177.4(7), 177.4(8)

Here is the decision for each month of your application or reinstatement.

October  
November

<u>Eligibility/Participation</u>	
Approved	1424.10
Approved	1424.10

WOLFGANG 3416827E Medical Eligible  
Another page of this notice has been mailed

017 155 DALY  
018

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78c

# **Jason Slack/Director, Buildings and Grounds**

**Discussion and/or decision on Change Order #006  
Re-routing sanitary sewer.**



# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Pottawattamie County Courthouse Addition 227 South 6th Street, Council Bluffs, Iowa	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: May 04, 2021	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 006 Date: April 20, 2023
<b>OWNER:</b> <i>(Name and address)</i> Pottawattamie County Board of Supervisors 227 South 6th Street Council Bluffs, Iowa 51501	<b>ARCHITECT:</b> <i>(Name and address)</i> HGM Associates Inc. 640 5th Avenue Council Bluffs, Iowa 51501	<b>CONTRACTOR:</b> <i>(Name and address)</i> Meco-Henne Contracting, Inc. 4140 South 87th Street

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Change Request #13 - Sanitary Re-route Tie-In \$23,140.00

The original Contract Sum was	\$ 5,525,000.00
The net change by previously authorized Change Orders	\$ 217,407.03
The Contract Sum prior to this Change Order was	\$ 5,742,407.03
The Contract Sum will be increased by this Change Order in the amount of	\$ 23,140.00
The new Contract Sum including this Change Order will be	\$ 5,765,547.03

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

HGM Associates Inc.

Meco-Henne Contracting, Inc.

Pottawattamie County Board of  
Supervisors

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

  
SIGNATURE

Jon Henne, Jr. Digitally signed by Jon Henne, Jr.  
DN: cn=Jon Henne, email=Meco-Henne Contracting, CN=Jon Henne, o=Meco-Henne Contracting, c=US  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Kimberly A. Bogatz, AIA  
PRINTED NAME AND TITLE

Jon Henne, Vice-President  
PRINTED NAME AND TITLE

\_\_\_\_\_  
PRINTED NAME AND TITLE

April 20, 2023  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE





General Contractor's Cost Summary

PROJECT: Pott. Co. - Courthouse Addition PROJECT #: 107419E
CONTRACTOR: Meco-Henne Contracting, Inc. DATE: 4/20/2023

Request for Change # and Description: #13 [X] ORC
Check ORC for Owner's Request for Change or CRC for Contractor's Request for Change: [ ] CRC

Reference: ASI # and Description: Sanitary Re-route Tie-In
RFI # and Description:

[ ] Approved [ ] Declined

OWNER \_\_\_\_\_ Date \_\_\_\_\_

[X] Approved [ ] Declined

Handwritten signature: Kimberly A. Bogatz, AIA, LEED AP BD+C
Date: April 20, 2023

NOTE: This form, all Subcontractor/Material Supplier cost summary forms (if appropriate), itemized accountings and appropriate supporting data must be attached to any claim or contractor's request for change proposal for approval.

General Contractor Self Performed Work

- 1. Material supplied by General Contractor
2. General Contractor's Labor
3. Equipment
4. Subtotal (lines 1, 2 and 3)
5. Overhead and Profit (15% of line 4)
6. Total of General Contractor Self Performed Work

Subcontractor Installation/Work on Site

\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)

- 7. Subcontractor's cost summary (include but are not limited to the following:)
a. Mason
b. Drywaller
c. Roofer
d. Flooring
e. Painter
f. Plumber
g. HVAC
h. Electrician
i. Other Exterior Utility Contr. \$14,300.00
j. Other Landscape/Irrigation \$3,220.00
k. Other Concrete \$4,000.00
l. Other Private Locator \$300.00
m. Other
8. Total Subcontractor's Cost (all lines under 7) \$21,820.00
9. General Contractor's Overhead and Profit on Subcontractor's Work (5% of line 8) \$1,091.00
10. Total of Subcontractor Installation/Work on Site (lines 8 and 9) \$22,911.00

CONTRACTOR'S COST SUMMARY

CRC # 13

Project Name: Pott. Co. Courthouse Addition

Date: 4/20/23

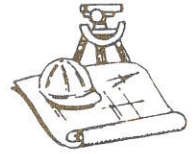
Page 2 of 2

**Material Supplier/Subcontractor Providing Materials Manufactured Off Site for General Contractor to Install On Site**

**\* (Attach Subcontractor/Supplier Cost Summary Sheet and Summaries/Breakdowns)**

- 11. Materials Supplied by Sub or Material Supplier (include but are not limited to the following)
  - a. Structural Steel.....
  - b. Interior Architectural Woodwork.....
  - c. Doors.....
  - d. Windows.....
  - e. Hardware.....
  - f. Other.....
  - g. Other.....
  - h. Other.....
  - i. Other.....
- 12. Subtotal of Materials Supplied.....
- 13. General Contractor's Overhead and Profit (5% of line 12) .....
- 14. **Total of Materials Supplied by Subcontractor/Material Supplier** .....
  
- 15. Material Supplied by General Contractor.....
- 16. General Contractor's Labor.....
- 17. Equipment .....
- 18. Subtotal (lines 15, 16, and 17).....
- 19. Overhead and Profit (15% of line 18).....
- 20. **Total of General Contractor (lines 18 and 19)**.....

- 
- 21. **Subtotal (lines 6, 10, 14, and 20)** \$22,911.00
  - 22. **Bond at 1% and Insurance at \_\_\_\_\_** \$229.11
  - 23. **Total Contractors Request for Change (CRC) (lines 21 and 22)** \$23,140.00



4/20/2023

Kim Bogatz  
HGM Associates Inc.  
640 Fifth Avenue  
Council Bluffs, IA 51501

RE: Pottawattamie County Courthouse Addition - ORC #007 Sanitary Re-Routing

Ms. Bogatz,

The pricing per modify the sanitary sewer tie in location per the revised drawing included below is as follows:

**Total Price:       \$23,140.00**

Estimate summary and subcontractor pricing is included for review. This price includes adding approximately 108 LF of sanitary, additional cleanout and all removals and replacements as required to complete scope of work.

Please advise as to how we are to proceed.

Let me know if you have any questions.

Thank you,

*Jon Henne*

Jon Henne Jr.  
Meco-Henne Contracting, Inc.

Encl.  
CC: Kim Bogatz, HGM  
Ryan TerSteege, HGM



## MECO-HENNE CHANGE SUMMARY

PROJECT: Pott County Courthouse Addition

DATE: 4/20/2023

DESCRIPTION: ORC #007 Sanitary Re-routing

### DIRECT COSTS

1) EQUIPMENT (per attached sheets)		\$0.00
2) MATERIAL (per attached sheets)		\$0.00
3) EQUIPMENT & MATERIAL SUBTOTAL		\$0.00
4) RAW LABOR (per attached sheets)		\$0.00
5) LABOR BURDEN (fringes, benefits, insur.)	RATE: 39%	\$0.00
6) SAFETY & WARRANTY	2% of Labor	\$0.00
7) TRUCK/HAULING		\$0.00
8) EQUIPMENT RENTAL		\$0.00
9) SUBTOTAL		\$0.00
	O-H & PROFIT 15%	\$0.00

### SUBCONTRACTORS

1) HD Utilities & Grading		\$14,300.00
2) Retaining Wall Rebuild (misc. material \$500 & Labor 32 hrs @ \$60/hr)		\$2,420.00
3) Concrete Pour Back (\$500 SF @ 8/SF)		\$4,000.00
4) Private Locates		\$300.00
5) Irrigation Repair		\$800.00

SUBCONTRACTOR SUBTOTAL		\$21,820.00
	O-H & PROFIT 5%	\$1,091.00
	SUBTOTAL	\$22,911.00
	BOND 1%	\$229.11
	CHANGE ORDER TOTAL	\$23,140.11
	FINAL ADJUSTMENT	\$23,140.00



# HD Utilities and Grading

April 20<sup>th</sup>, 2023

## **Change Order for rerouting the sanitary line per Jon Henne Jr.'s email on 4/17/2023 of the Pottawattamie County Court House**

- Provide and install the sanitary line per revised route.
  - Includes providing and installing approximately another 108 LF of sanitary line.
  - Includes providing and installing an additional cleanout.
  - Includes concrete demolition that will be required for the installation of this line.
  - Includes unstacking concrete retaining wall that will be required for the installation of this line.
  - Includes tapping into the sanitary main.
  - Includes backfill of trench.
    - Does not include concrete pour backs.
    - Does not include reconstruction of the retaining wall.

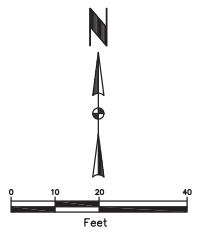
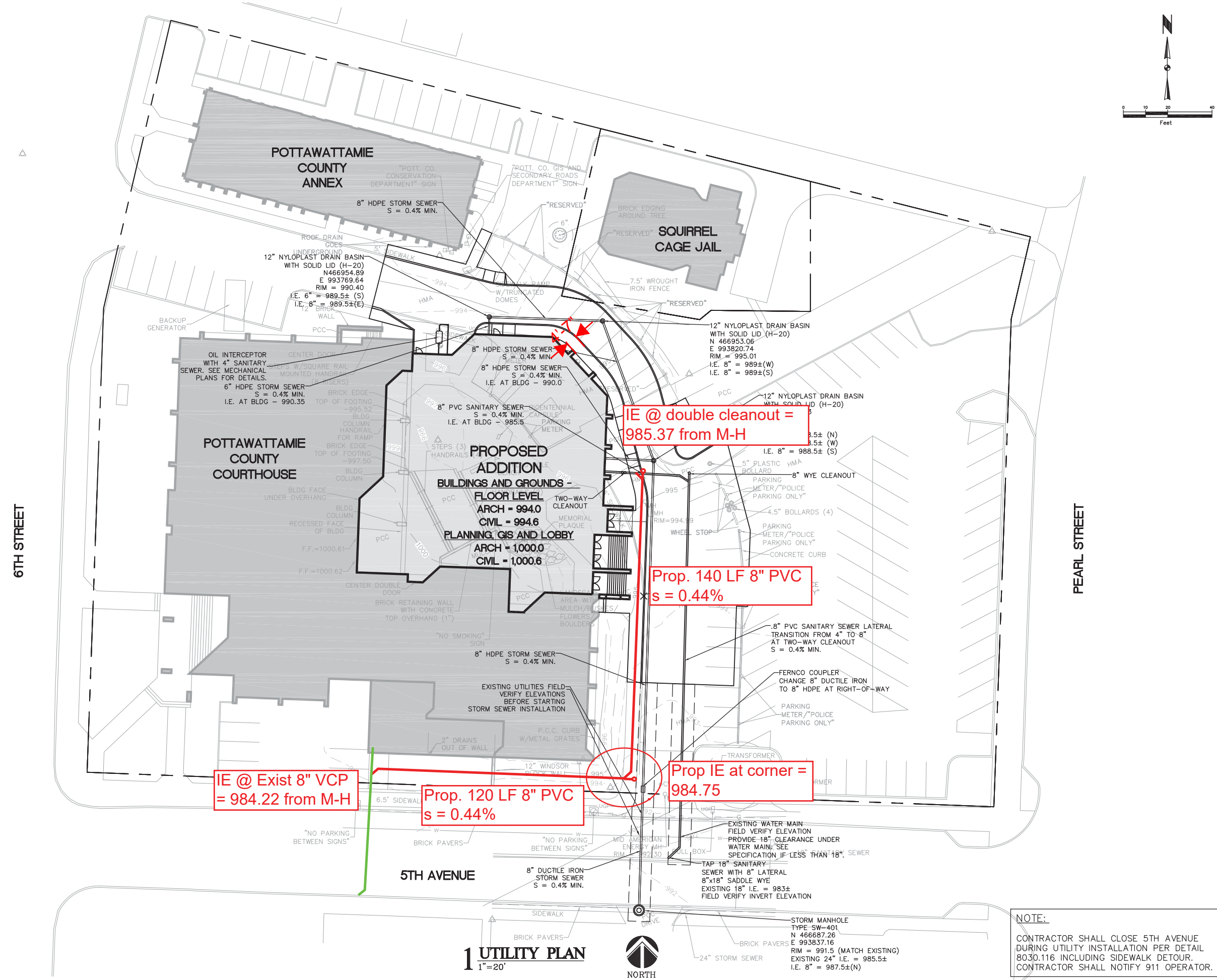
**Bid    \$ 14,300.00**

### **Utility Exclusions:**

Bond  
Testing  
Staking  
Barricades  
Concrete Pour Back's  
Haul off of spoils and/or unsuitable soils  
Moisture Conditioning  
Water meters, pumps, and/or backflow preventers  
Tap and Connection Fees  
Capital Facility Fee

**Contact Mikhail Dexter at 402-413-1458 with any questions regarding this proposal.  
Proposal is valid for 15 days.**

SYNCHROGRAPHICS PLS CO. 3101 W. 14TH ST. SUITE 100, DES MOINES, IA 50312 TEL: 515.281.1000 FAX: 515.281.1001



**hghm**  
ASSOCIATES INC.  
ENGINEERING ARCHITECTURE SURVEYING  
council bluffs omaha

This drawing is being made available by hghm associates inc. in accordance with the professional engineering and architectural services. hghm associates inc. assumes no liability for any use of this drawing or any part thereof in excess of the scope of the agreement.

JNS	date	revision	date
drawn			
designed			
approved			
	MAR. 2021		

**POTTAWATTAMIE COUNTY, IOWA**  
**COURTHOUSE RENOVATION**  
 227 SOUTH 6TH STREET  
 COUNCIL BLUFFS, IOWA  
 POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS  
**UTILITY PLAN**

project  
client  
sheet

project no.  
**107419E**  
sheet  
**C4.0**

**1 UTILITY PLAN**  
1"=20'



**NOTE:**  
 CONTRACTOR SHALL CLOSE 5TH AVENUE DURING UTILITY INSTALLATION PER DETAIL 8030.116 INCLUDING SIDEWALK DETOUR. CONTRACTOR SHALL NOTIFY 911 OPERATOR.

IE @ Exist 8" VCP = 984.22 from M-H

Prop. 120 LF 8" PVC s = 0.44%

Prop IE at corner = 984.75

Prop. 140 LF 8" PVC s = 0.44%

IE @ double cleanout = 985.37 from M-H

**POTTAWATTAMIE COUNTY ANNEX**

**SQUIREL CAGE JAIL**

**POTTAWATTAMIE COUNTY COURTHOUSE**

**PROPOSED ADDITION BUILDINGS AND GROUNDS -**  
**FLOOR LEVEL**  
 ARCH = 994.0  
 CIVL = 994.6  
**PLANNING, GIS AND LOBBY**  
 ARCH = 1000.0  
 CIVL = 1000.6

**5TH AVENUE**

**6TH STREET**

**PEARL STREET**

# **Jason Slack/Director, Buildings and Grounds**

**Discussion and/or decision to award Courthouse  
Parking Lot Project Contract with Meco-Henne in the  
amount of \$816,582.90.**



April 20, 2023

**Jason Slack, Director**  
Pottawattamie County, Iowa  
Buildings & Grounds  
227 South 6<sup>th</sup> Street  
Council Bluffs, Iowa 51501

Subject: Pottawattamie County Courthouse Parking Lot Improvements  
Project #: HGM 108222

Dear Jason,

We have checked and tabulated the single bid received April 20, 2023 regarding the above referenced project. Meco-Henne Contracting, Inc.'s base bid came in at \$816,582.90, approximately 7% above HGM's Opinion of Probable Cost of \$704,151.00.

We hereby recommend award of the subject project, to Meco-Henne Contracting, Inc, of Omaha, Nebraska, for the bid amount of \$816,582.90.

Attached is the bid tabulation for the above referenced project.

Yours very truly,  
HGM ASSOCIATES INC.

Zach M. Wheat, P.E.  
Project Manager

Attachment: Bid Tab



**TABULATION OF BIDS**

**Project: Pottawattamie County Courthouse Parking Lot Improvements**

Item #	Item #	Description	Estimated Quantities	Engineers Opinion of Probable Constr Cost		Meco-Henne Contracting, Inc.		AVERAGE UNIT PRICE	HIGH UNIT PRICE	LOW UNIT PRICE	
				Unit Price	Total Price	Unit Price	Total Price				
<b>Division I: General</b>											
1		Replaement of Unsuitable Backfill Material	250.00	CY	\$10.00	\$2,500.00	\$46.00	\$11,500.00	\$46.00	\$46.00	\$46.00
2		Removal of Sidewalk	375.00	SY	\$10.00	\$3,750.00	\$17.00	\$6,375.00	\$17.00	\$17.00	\$17.00
3		Removal of Pavement	2,716.00	SY	\$12.00	\$32,592.00	\$13.00	\$35,308.00	\$13.00	\$13.00	\$13.00
4		Traffic Control	1.00	LS	\$6,000.00	\$6,000.00	\$6,700.00	\$6,700.00	\$6,700.00	\$6,700.00	\$6,700.00
5		Sodding	40.00	SQ	\$75.00	\$3,000.00	\$145.00	\$5,800.00	\$145.00	\$145.00	\$145.00
6		Inlet Protection Device	1.00	EA	\$150.00	\$150.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
7		Irrigation	1.00	LS	\$10,000.00	\$10,000.00	\$8,040.00	\$8,040.00	\$8,040.00	\$8,040.00	\$8,040.00
8		Geo-Grid	250.00	SY	\$7.00	\$1,750.00	\$7.50	\$1,875.00	\$7.50	\$7.50	\$7.50
9		Light Poles	1.00	LS	\$16,500.00	\$16,500.00	\$18,170.00	\$18,170.00	\$18,170.00	\$18,170.00	\$18,170.00
10		Pedestrian Lights	4.00	EA	\$5,000.00	\$20,000.00	\$6,055.00	\$24,220.00	\$6,055.00	\$6,055.00	\$6,055.00
11		Gate Entry System	1.00	LS	\$172,400.00	\$172,400.00	\$135,742.00	\$135,742.00	\$135,742.00	\$135,742.00	\$135,742.00
12		Security Cameras	1.00	LS	\$12,000.00	\$12,000.00	\$25,507.00	\$25,507.00	\$25,507.00	\$25,507.00	\$25,507.00
13		Monument Sign	1.00	LS	\$85,000.00	\$85,000.00	\$60,644.00	\$60,644.00	\$60,644.00	\$60,644.00	\$60,644.00
14		Remove Parking Meters	31.00	EA	\$100.00	\$3,100.00	\$160.00	\$4,960.00	\$160.00	\$160.00	\$160.00
15		Remove and Relocate Entrance Boulders	1.00	LS	\$1,000.00	\$1,000.00	\$1,105.00	\$1,105.00	\$1,105.00	\$1,105.00	\$1,105.00
16		Sign	1.00	EA	\$500.00	\$500.00	\$670.00	\$670.00	\$670.00	\$670.00	\$670.00
17		Excavation	330.00	CY	\$25.00	\$8,250.00	\$26.00	\$8,580.00	\$26.00	\$26.00	\$26.00
18		Fly Ash Treatment, 12" Depth	2,703.00	SY	\$15.00	\$40,545.00	\$13.50	\$36,490.50	\$13.50	\$13.50	\$13.50
19		7" PCC Pavement	2,605.00	SY	\$85.00	\$221,425.00	\$105.00	\$273,525.00	\$105.00	\$105.00	\$105.00
20		Sidewalk, PCC 4 Inch	352.00	SY	\$60.00	\$21,120.00	\$96.00	\$33,792.00	\$96.00	\$96.00	\$96.00
21		Painted Pavement Markings, Solvent / Waterborne	2,299.00	SY	\$1.00	\$2,299.00	\$2.60	\$5,977.40	\$2.60	\$2.60	\$2.60
22		Painted Symbols	4.00	EA	\$500.00	\$2,000.00	\$268.00	\$1,072.00	\$268.00	\$268.00	\$268.00
23		Concrete Bollards, 18" Dia.	17.00	EA	\$1,750.00	\$29,750.00	\$1,915.00	\$32,555.00	\$1,915.00	\$1,915.00	\$1,915.00
24		Remove and Replace Inlet	1.00	EA	\$5,500.00	\$5,500.00	\$9,380.00	\$9,380.00	\$9,380.00	\$9,380.00	\$9,380.00
25		Plantings	1.00	LS	\$2,500.00	\$2,500.00	\$5,964.00	\$5,964.00	\$5,964.00	\$5,964.00	\$5,964.00
26		Aluminum Edging	52.00	LF	\$10.00	\$520.00	\$12.00	\$624.00	\$12.00	\$12.00	\$12.00
<b>BASE BID TOTAL:</b>						<b>\$704,151.00</b>	<b>\$754,910.90</b>				
Additional Bid Item											
A-1.		Add Cash Option to Kiosk	2.00	EA	\$19,000.00	\$38,000.00	\$30,836.00	\$61,672.00	\$30,836.00	\$30,836.00	\$30,836.00
<b>ADDITIONAL BID ITEM TOTAL:</b>						<b>\$38,000.00</b>	<b>\$61,672.00</b>				
<b>BASE BID + ADDITIONAL BID ITEM TOTAL:</b>						<b>\$742,151.00</b>	<b>\$816,582.90</b>				

Date and Time of Letting: April 20, 2023 @ 10:00 a.m.

Location: HGM Associates Inc

HGM Project No. 108222

# **John Rasmussen/Engineer**

**Discussion and/or decision to approve and authorize  
the Board to sign Resolution No. 24-2023 entitled:  
Resolution for project FM-C2078(207) – 55-78 awarding  
OMG Midwest Inc.**

**RESOLUTION 24-2023**

**WHEREAS**, the Board of Supervisors, hereafter referred to as “the Board”, believes project FM-CO78(207)—55-78, hereafter referred to as “the project” is in the best interest of Pottawattamie County, Iowa, and the residents thereof. The project is defined as L66 Hot Mix Asphalt Pavement Replacement; and

**WHEREAS**, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

**WHEREAS**, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Pottawattamie County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

**IT IS THEREFORE RESOLVED** by Board to accept the bid from OMG Midwest, Inc. D/B/A Omni Engineering, Inc. in the amount of \$756,594.59 and awards the associated contract to the same;

**BE IT FURTHER RESOLVED** that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Pottawattamie County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, John A. Rasmussen, the County Engineer for Pottawattamie County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Pottawattamie, Iowa, this 25th day of April, 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

Recommended: \_\_\_\_\_  
Pottawattamie County Engineer

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

**Discussion and/or decision on New Class C Retail Liquor License, for Schneckloth Properties, LLC d/b/a The Acres Venue.**

**TO:** Board of Supervisors  
**FROM:** Matt Wyant, Director Planning and Development  
**DATE:** April 19<sup>th</sup>, 2023

**RE:** Denial of "The Acres Venue" Class C Alcohol license application

**Background:** On April 19<sup>th</sup>, 2023 our office was presented with an application for a Class C permit for Alcohol sales at 21264 Homestead Ave, Council Bluffs. This property is currently zoned A4 Loess Hills and accessed off of a gravel road. It is the former site of a nonconforming reception hall. Nonconforming because of the road surface type and no ag component to the business which would have been in violation of the existing codes at the time it was in operation.

In 2009 the owners of 21264 Homestead Ave, Council Bluffs petitioned the Board of Supervisors to change the Zoning classification on the above referenced property from a C2 to A4 stating that the use of the property had changed and was only residential now. The Board granted that petition and the zoning was changed.

C2 zoning conflicts with the road surface type of that property, and being now zoned A4 the property is in compliance with the zoning ordinance and land use plan.

**RECCOMENDATION:** To deny the current application based on the land use, zoning, and road surface type.

POTTAWATTAMIE CO  
AUDITORS OFFICE

2023 APR 21 AM 10:05

FILED

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

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** April 17<sup>th</sup>, 2023

**ESTABLISHMENT:** **NEW: THE ACRES VENUE**

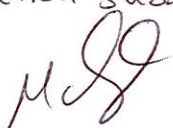
**OWNER:** see attached

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

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

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

**COMMENTS** \_\_\_\_\_ **Signature** \_\_\_\_\_

See attached Staff report  
 Application should be denied.  


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

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** April 17<sup>th</sup>, 2023

**ESTABLISHMENT:** **NEW: THE ACRES VENUE**

**OWNER:** see attached

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

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

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

**COMMENTS**

**Signature**

*Lea A Voss*



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

**FROM:** Gina Hatcher

Request for County Department Comments

**DATE:** April 17<sup>th</sup>, 2023

**ESTABLISHMENT:** **NEW: THE ACRES VENUE**

**OWNER:** see attached

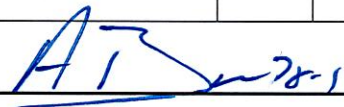
**LEGAL DESCRIPTION:** See attached property record.

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

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

**COMMENTS**

**Signature**





## License Application

- **Applicant**

**Name of Legal Entity :** SCHNECKLOTH PROPERTIES, LLC

**Name of Business(DBA) :** The Acres Venue

**Address of Premises :** 21264 Homestead Avenue

**Premises Suite/Apt Number :**

**City :** Council Bluffs

**County :** Pottawattamie

**Zip :** 51503

**Business :** (702) 822-6713

**Mailing Address:** 21264 Homestead Avenue

**City :** Council Bluffs

**State :** Iowa

**Zip :** 51503

- **Contact Person**

**Name :** Kimberly Schneckloth

**Phone :** (702) 822-6713

**Email :** theacresvenue@gmail.com

- **License Information**

**License Number :**

**License/Permit Type :** Class C Retail Alcohol License

**Term :** 12 Month

**Status :** Submitted to Local Authority

**Effective Date :**

**Expiration Date :**

**Sub-Permits :** Class C Retail Alcohol License

**Privileges :**

**Last Day of Business :**

- **Status of Business**

**Business Type :** Limited Liability Company

- **Ownership**

Kimberly Schneckloth

**City :** Council Bluffs

**State :** Iowa

**Zip : 51503**

**Position : Owner**

**% of ownership : 100**

**U.S. Citizen : Yes**

- **Insurance Company Information**

**Insurance Company : Founders Insurance Company**

**Policy Effective Date : 2023-05-01**

**Policy Expiration : 2024-05-01**

**Bond Effective :**

**Dram Cancel Date :**

**Outdoor Service Effective :**

**Outdoor Service Expiration :**

**Temp Transfer Effective Date :**

**Temp Transfer Expiration Date :**

- 

-

7543 10 300 004

--- Permanent Property Address ---	----- Mailing Address -----
SCHNECKLOTH, ADAM-KIMBERLY K	SCHNECKLOTH, ADAM-KIMBERLY K
21264 HOMESTEAD AVE	21264 HOMESTEAD AVE
COUNCIL BLUFFS, IA 51503	COUNCIL BLUFFS, IA 51503

District: 024 GARNER TWP/UNDERWOOD SCH

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/754310300004>

===== TAX DESCRIPTION\* =====

\* Not to be used on legal documents

GARNER TWP 10-75-43 PT SW NW & PT NW SW COMM 797.90'N 1040.72'E W1/4 COR TH SELY321.70' S1577.93' C/L CO RD SWLY221.87' NWLY1239.1' N102.60' NELY481.55' TO POB (PARCEL D)

===== ASSESSED VALUE =====

\* Class is for Assessment purposes only - Not Zoning

Current Value				
2023	Res. Land	Dwelling	Total	Class
Full Value	\$131,800	\$457,000	\$588,800	R
Exempt	\$0	\$0	\$0	R
Net Total	\$131,800	\$457,000	\$588,800	R

Prior Year Value				
2022	Res. Land	Dwelling	Total	Class
Full Value	\$96,700	\$342,100	\$438,800	R
Exempt	\$0	\$0	\$0	R
Net Total	\$96,700	\$342,100	\$438,800	R

===== EXEMPTIONS/CREDITS APPLIED =====

2022 HOMESTEAD  
2022 MILITARY

===== OWNERS =====

\* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D SCHNECKLOTH, ADAM-KIMBERLY K    book/page: [2023/00992](#) D

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

Sale Date	Amount	Code	Book/Page
01/23/2023	600000	<a href="#">D0</a>	<a href="#">2023/00992</a>
08/30/2001	245000	<a href="#">D028</a>	0102/18523
10/30/1998	150000	<a href="#">D017</a>	0099/28602

===== ASSESSMENT DATA =====

PDF: 7    MAP: GARNER TWP

Date Reviewed: 01/17/23 HH

LAND.....564842 sqFt    12.97 acres

Residence 1 of 1 -- Single-Family

BUILDING.....2 Story Frame    7/0 Rooms Above/Below    4/0 Bedrooms Above/Below    952 SF Base    AC  
                   Built:2002    Normal    Bsmt: Full    Bsmt Finish: None    Attic Finish: None

FINISH.....Foundation: Conc    Exterior: Vinyl    Roof: Asph / Gable  
                   Interior: Drwl    Flooring: Carpet / Laminate / Vinyl

ADDITIONS....Addition 1: 392 SF    1 Story Frame    Built: 2002    AC    Bsmt SF: 392

PLUMBING.....3 Standard Bath - 3 Fixt    1 Toilet Room (1/2 Bath)    1 Shower Stall/Tub

PORCHES.....144 SF    1S Frame Open    No Bsmt

GARAGES(1)...1 Attached

                  Garage 1: 816 SF    Att Frame    Built: 2002

Commercial Building 1 of 1 -- Hotel / Motel Common Facilities (705)

STRUCTURE....1 story    3200 base SF    0 bsmt SF    3712 gross SF

Year Built: 1993 Eff Year: 1993 Condition: Below Normal

VERTICALS....Ext Wall: Vinyl - Frame  
 Int Wall: Drywall or Equiv.  
 Front/Doors: Incl. w / Base  
 Windows: Wood Casement  
 HORIZONTALS..Roof: Asph. Shingle/ Wood Dk  
 Ceiling: Drywall  
 Struc Floor: 4" R'Concrete  
 Floor Cover: Asphalt Tile  
 Partitions: Incl. w / Base  
 Framing: Wood - Light  
 HVAC: Combination FHA - AC  
 ADJUSTMENTS..Canopy - attached (720)  
 BLDG EXTRAS..1 PORCH: 720 SF, Concrete Patio

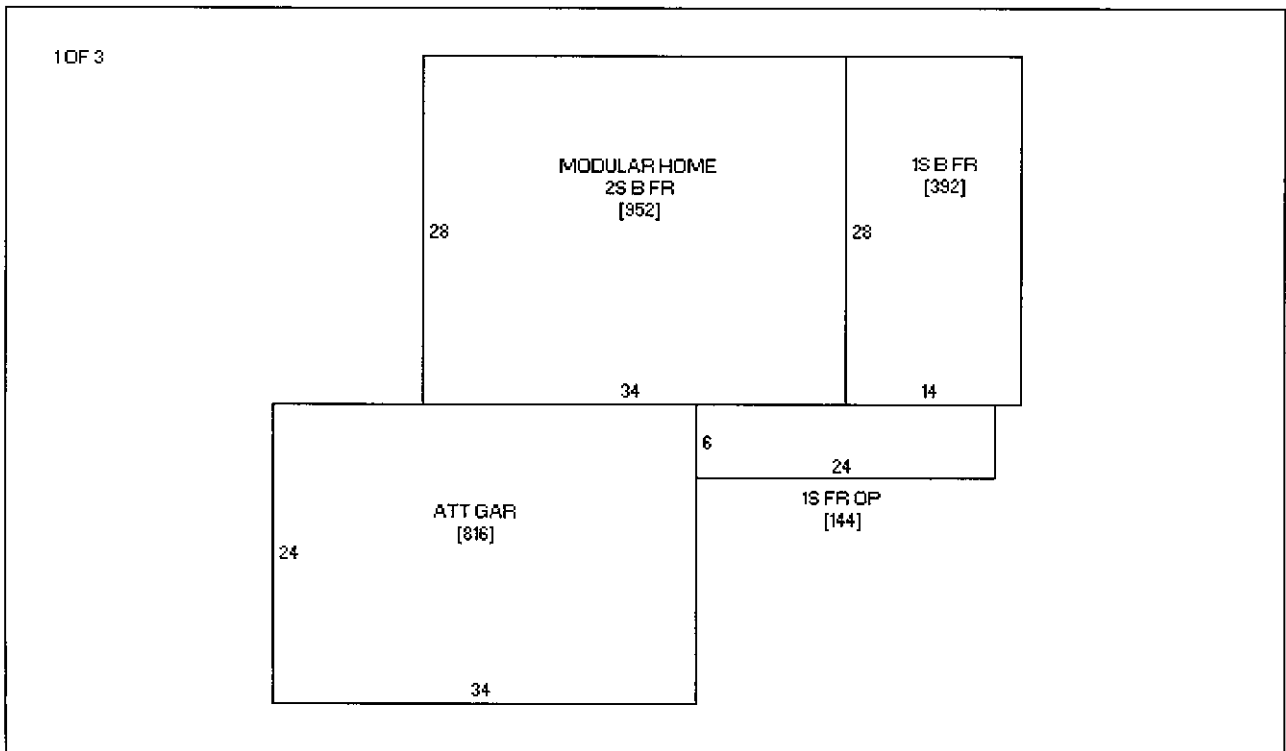
Commercial Building 1 of 1 Addition 1 -- Hotel / Motel Common Facilities (705)

STRUCTURE....1 story 512 base SF 0 bsmt SF  
 Year Built: 1993 Eff Year: 1993 Condition: Normal

VERTICALS....Ext Wall: Vinyl - Frame  
 Int Wall: Drywall or Equiv.  
 Front/Doors: Incl. w / Base  
 Windows: Wood Casement  
 HORIZONTALS..Roof: Asph. Shingle/ Wood Dk  
 Ceiling: Drywall  
 Struc Floor: 4" R'Concrete  
 Floor Cover: Quarry Tile  
 Partitions: Incl. w / Base  
 Framing: Wood - Light  
 HVAC: Combination FHA - AC

PLUMBING....Toilet Room (2)  
 Water Closet (1)  
 Urinal - Wall (2)  
 Sink-Kitchen (1)

##	Outbuilding Type / Description	Dimension	Cap/Area	Year
1	Machine or Utility Building/FR/MTL	32 x 72	2304 SF	1992
2	Lean-To/SV LEAN-TO ATT TO MACH BLDG	10 x 46	460 SF	1993



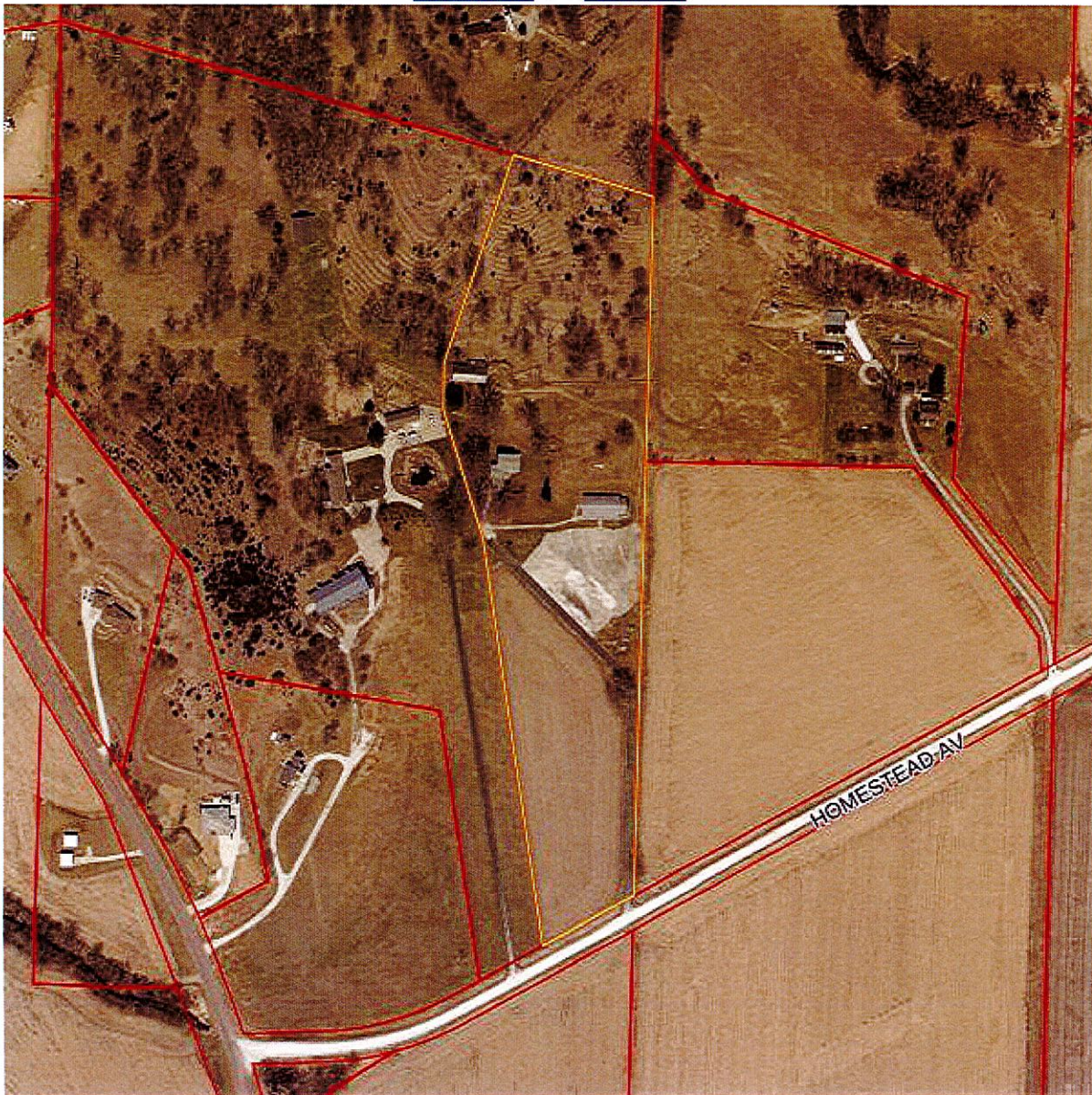
21264 HOMESTEAD AVE, SCHNECKLOTH, ADAM-KIMBERLY K





21264 HOMESTEAD AVE, SCHNECKLOTH, ADAM-KIMBERLY K, 1 01/17/2023

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



2400ft x 2400ft



Click any parcel to go to its web page

Spring 2022 aerial

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

As of:

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

**Other Business**



**Jana Lemrick/Director, Human  
Resources and Garfield  
Coleman/Risk Manager**

**Employee recognition for completing NACO  
High Performance Leadership Academy.**

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

**Discussion and/or decision to approve and authorize Board to sign Local 2364 American Federation of State, County, and Municipal Employees (AFSCME) Courthouse Employees Wage Reopener Agreement, effective July 1, 2023, through June 30, 2024.**

.

WAGE REOPENER AGREEMENT

BETWEEN  
POTTAWATTAMIE COUNTY, IOWA  
AND  
LOCAL 2364, AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES

Courthouse Employees  
AFSCME/Iowa Council 61

July 1, 2023-June 30, 2024

Article 10, Section 7 of the negotiated contract effective July 1, 2022-June 30, 2025, states: The parties agree to reopen the contract and negotiate for wages only for 2023-2024 and 2024-2025.

The following document provides the agreement of wages for 2023-2024.

The parties further agree to reopen the contract and negotiate for wages for 2024-2025.

Article 10  
Wages

**Section 1.** Employees shall be compensated in accordance with the wage schedules attached hereto marked Appendix A, herein incorporated by this reference.

Effective July 1, 2023, all employees whose job classifications are represented by the Union, who are not on the step and grade, will receive a 3.5% wage increase.

Article 12  
Effective Period

**Section 1.** This agreement shall be effective July 1, 2023, and shall remain in full force and effect through June 30, 2024.

**Section 2.** This agreement shall automatically renew from year to year thereafter, unless either party shall notify the other in writing no later than October 1, of each

year that it wishes to modify the agreement.

**Section 3.** The agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized representatives this \_\_\_\_ day of \_\_\_\_\_ 2023.

AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO. LOCAL #2364, COURTHOUSE

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
AFSCME/IA COUNCIL 61

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
COUNTY NEGOTIATOR

Appendix A  
 POTTAWATTAMIE COUNTY AFSCME - COURTHOUSE SALARY SCHEDULE UNION

July 1, 2023

Step increases effective July 1, 2023

	STEP 1 START	STEP 2 END 1 YEAR	STEP 3 END 2 YEARS	STEP 4 END 3 YEARS	STEP 5 END 4 YEARS	STEP 6 END 5 YEARS	STEP 7 END 6 YEARS	STEP 8 END 7 YEARS	STEP 9 END 8 YEARS	STEP 10 END 9 YEARS	STEP 11 END 10 YEARS
GRADE 7	15.71	16.11	16.51	16.92	17.35	17.78	18.22	18.68	19.15	19.62	20.12
GRADE 8	Custodian 16.15	16.55	16.97	17.39	17.83	18.27	18.73	19.20	19.68	20.17	20.67
GRADE 9	16.63	17.04	17.47	17.90	18.35	18.81	19.28	19.76	20.26	20.76	21.28
GRADE 10	Recycling Center Operator 17.11	17.54	17.99	18.44	18.90	19.37	19.86	20.35	20.86	21.37	21.92
GRADE 11	Animal Control Officer I 17.61	18.05	18.51	18.97	19.44	19.93	20.43	20.94	21.46	22.00	22.55
GRADE 12	Treasurer Clerk, Clerk II-Recorder, Clerk II-BOH, PT Clerk II-Planning, Clerk II-Elections 18.10	18.56	19.02	19.50	19.98	20.48	21.00	21.52	22.06	22.61	23.18
GRADE 13	Certified Animal Control Officer 18.68	19.15	19.63	20.12	20.62	21.13	21.66	22.20	22.76	23.33	23.91
GRADE 14	19.24	19.73	20.22	20.72	21.24	21.77	22.32	22.88	23.45	24.03	24.63
GRADE 15	Account Clerk II, Account Clerk-Recorder, Legal Assistant 19.87	20.37	20.88	21.40	21.93	22.48	23.04	23.62	24.21	24.82	25.44
GRADE 16	Maintenance Worker, Environmental Health Inspector I 20.45	20.96	21.49	22.02	22.57	23.14	23.72	24.31	24.92	25.54	26.18
GRADE 17	21.08	21.61	22.15	22.70	23.27	23.85	24.45	25.06	25.68	26.33	26.98
GRADE 18	Environmental Health Inspector II 21.70	22.25	22.81	23.37	23.96	24.56	25.17	25.80	26.45	27.11	27.78

\*Note - Figures have been rounded for the purpose of this document.  
 Official hourly wage rates are calculated by the Auditor's office/Payroll Division

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

**Discussion and/or decision to approve and authorize Board to sign Local 2364 American Federation of State, County, and Municipal Employees (AFSCME) 911 Employees Wage Reopener Agreement, effective July 1, 2023, through June 30, 2024.**

.

WAGE REOPENER AGREEMENT

BETWEEN  
POTTAWATTAMIE COUNTY, IOWA  
AND

LOCAL 2364, AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES-911 UNION

July 1, 2023-June 30, 2024

Article 13, section 5 of the negotiated contract effective July 1, 2022-June 30, 2025, states: The parties agree to reopen the contract and negotiate for wages only for 2023-2024 and 2024-2025.

The following document provides the agreement of wages for 2023-2024.

The parties further agree to reopen the contract and negotiate for wages for 2024-2025.

Article 13  
Wages

**Section 1.** Employees shall be compensated in accordance with the wage schedules attached hereto marked Appendix A, herein incorporated by this reference.

Effective July 1, 2023, all Employees represented by the Union who are not on the step and grade, will receive a 3.5% wage increase.

Article 21  
Effective Period

THIS AGREEMENT, shall be effective on July 1<sup>st</sup>, 2023 and shall continue through June 30<sup>th</sup>, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO. LOCAL #2364, COURTHOUSE

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President

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AFSCME/IA COUNCIL 61

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MEMBER

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

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Chairman

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MEMBER

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MEMBER

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MEMBER

---

MEMBER

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COUNTY NEGOTIATOR



Appendix A

Effective July 1, 2023

Step increases effective July 1, 2023

**TELECOMMUNICATIONS OPERATOR**

Step	1	2	3	4	5	6	7	8	9	10	Bucket 11
Time in Step	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 Year	8 Year	9 Year	
Hourly	\$23.50	\$24.09	\$24.69	\$25.31	\$25.94	\$26.59	\$27.26	\$27.94	\$28.64	\$29.35	\$30.83
Overtime	\$35.25	\$36.14	\$37.04	\$37.97	\$38.91	\$39.89	\$40.89	\$41.91	\$42.96	\$44.03	\$46.25

**ASSISTANT SHIFT SUPERVISOR**

Step	1	2	3	4	5	6	7	8	9	10	Bucket 11
Time in Step	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 Year	8 Year	9 Year	
Hourly	\$31.42	\$32.20	\$33.01	\$33.83	\$34.68	\$35.51	\$36.44	\$37.35	\$38.28	\$39.24	\$41.21
Overtime	\$47.13	\$48.30	\$49.52	\$50.75	\$52.02	\$53.27	\$54.66	\$56.03	\$57.42	\$58.86	\$61.82

\*Note-Figures have been rounded for the purpose of this document

Official hourly wage rates are calculated by the Auditor's office/Payroll Division

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

**Discussion and/or decision to approve and authorize Board to sign Memorandum of understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME), Local 2364-911 Agreement for the employees of the Pottawattamie County Communications Center, effective July 1, 2023, through June 30, 2025.**

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

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

It is agreed between the parties that this memorandum of understanding will be effective July 1st, 2023 - June 30th, 2025.

**Uniforms**

Each full-time, non-introductory, Employee shall be provided the amount of \$200 as a uniform allowance, subject to taxes, on their first paycheck in July of the respective year.

**Longevity**

Employees with more than five (5) years continuous service shall be eligible for longevity pay pursuant to the following schedule:

5 <sup>th</sup> Anniversary	\$.30/hr
10 <sup>th</sup> Anniversary	\$.65/hr
15 <sup>th</sup> Anniversary	\$.95/hr
20 <sup>th</sup> Anniversary	\$1.05/hr

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

**Working Out of Classification**

The bargaining unit Employees qualified to act in a supervisory capacity shall receive additional compensation for each hour worked in such capacity as follows:

Two Dollars (\$2.00) per hour

The Director shall establish an eligibility list based upon the Employees ability to perform the Supervisor, Assistant Supervisor and Communication Training Officer duties; and the following minimum standards:

No Employee shall be required to perform the duties of the Supervisor, Assistant Supervisor or Communication Training Officer until training has been completed.

## **Callback Pay**

An Employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at one and one-half (1 ½) his regular pay or shall receive compensatory time unless such call back is one (1) hour or less prior to the Employee's regular shift. Also, the minimum does not apply when an Employee is ordered to work beyond the Employee's regular shift. This shall include call back time for court appearance, which shall also include telephonic and video hearings, provided that the Employee is testifying because of circumstances arising out of his or her assigned work duties and further provided that the Employee has been ordered to testify by a Supervisor or is subpoenaed. Call back time shall also include being called in to work for training, having to be present for Internal Affairs investigations or as directed by the Director of Operations, Assistant Director of Operations or a Shift Supervisor.

## **Perfect Attendance Leave**

After completion of the Introductory Period, an Employee shall be eligible to earn twelve (12) hours off with pay at the regular rate for each calendar quarter in which perfect attendance is achieved. This leave must be used within twelve (12) months of being earned. Perfect Attendance leave must be taken in twelve (12) hour increments.

Employees are not eligible for Perfect Attendance Leave if the following occurs:

- I. Employee utilizes personal or family sick leave.
2. If the Employee utilizes any other paid leave for the purpose of sick leave or FMLA leave.
3. If attendance points are assessed for a tardy.
4. If the Employee is in an unpaid status, to include unpaid suspensions.

Holidays, vacation, compensatory time off, casual day, Perfect Attendance day, on the job injury, funeral in the immediate family or jury duty shall not count against perfect attendance.

Requests for earned leave shall be made in accordance with the Vacation Article of the agreement.

Temporary/Part-time Employees shall not be eligible for perfect attendance compensation.

## **Shift Differential**

A shift differential of ninety cents (\$.90) per hour will be paid to bargaining unit Employees whose regularly schedule shift occurs between 1800-0600. To be eligible the Employee must work at least three (3) hours of the applicable shift for at least (50%) of the available hours during the month. Shift differential shall not be paid for work performed as overtime.

**Addendum to Article 19, Section 3**

The Union recognizes temporary placement may occur as new Employees are released from the training program, but still fall under the introductory program. Introductory Employees are defined as those who have completed the training period but have not completed a full year of employment. Once an Employee completes their first year of service, they are no longer in the introductory period. Temporary placement may only occur until the introductory period is complete. At the discretion of Management, the temporary placement of an Introductory Employee on a shift may be waived if Management deems it is not necessary.

In the event that a new opening/position is created Management shall notify, by email, each Employee of the opening. A new opening/position is any position where Employees have not had the opportunity to bid that shift previously. All Employees will advise Management of his/her intent to fill, or decline, the opening once the opening is posted. The posting will be open for a minimum of forty-eight (48) hours, but a maximum of seven (7) days. The most senior Employee who requests the new position will be granted the position. Employees who are scheduled to be on paid time off during the posting should make arrangements with another Employee to notify them the posting has been made.

It is understood and agreed that the determination of the work schedule may be changed by the Employer from time to time to meet work requirements. Management has the authority to make temporary assignments for open shifts. If no one volunteers for the temporary shift assignment, the last senior person from the shift with the highest staffing will be assigned. If staffing numbers are equal, the last senior person from the shift with the lowest call volume shall be assigned for the purpose of meeting temporary staffing situations over which the department has no control. Such emergency assignments will be reevaluated after a period of one hundred-twenty (120) days.

When possible, the Employer will provide fourteen (14) calendar days written notice to the Union and the affected Employees prior to making any changes in work schedules.

SO AGREED this \_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
Pottawattamie County Board of  
Supervisors Chairman

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

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

**Discussion and/or decision to approve and authorize Board to sign Local 2364 American Federation of State, County, and Municipal Employees (AFSCME) Roads Employees Wage Reopener Agreement, effective July 1, 2023, through June 30, 2025.**

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WAGE REOPENER AGREEMENT  
BETWEEN  
POTTAWATTAMIE COUNTY, IOWA  
AND  
LOCAL 2364, AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES-ROADS EMPLOYEES

July 1, 2023-June 30, 2025

Article 10, section 6 of the negotiated contract effective July 1, 2022-June 30, 2025, states: The parties agree to reopen the contract and negotiate for wages only for 2023-2024 and 2024-2025.

The following document provides the agreement of wages for 2023-2024 and 2024-2025

Article 10  
Wages

**Section 1.** Employees shall be compensated in accordance with the wage schedules attached hereto marked Appendix A, effective July 1, 2023 and July 1, 2024 respectively, herein incorporated by this reference.

Effective July 1, 2023 no step increase, employees are placed into the new step and grade with a 5.5% minimum pay increase.

Effective July 1, 2024 employees who fall within the step and grade will receive a step increase according to the wage schedule in Appendix A. Those in step 8 will remain in step 8 and receive a base wage increase of 3%.

Article 12  
Effective Period

THIS AGREEMENT, shall be effective on July 1<sup>st</sup>, 2023 and shall continue through June 30<sup>th</sup>, 2025.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO. LOCAL #2364, COURTHOUSE

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

/s/ Julie Dake Abel  
\_\_\_\_\_  
AFSCME COUNCIL 61

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
COUNTY NEGOTIATOR

## Appendix A

POTTAWATTAMIE COUNTY SECONDARY ROADS		UNION SALARY SCHEDULE						
EFFECTIVE: JULY 1, 2023 - 6% INCREASE								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
GRADE 2	Truck Driver/Laborer							
YEARLY	\$ 51,792.00	\$ 53,081.60	\$ 54,412.80	\$ 55,764.80	\$ 57,158.40	\$ 58,593.60	\$ 60,049.60	\$ 61,568.00
BI-WEEKLY	\$ 1,992.00	\$ 2,041.60	\$ 2,092.80	\$ 2,144.80	\$ 2,198.40	\$ 2,253.60	\$ 2,309.60	\$ 2,368.00
HOURLY	\$ 24.90	\$ 25.52	\$ 26.16	\$ 26.81	\$ 27.48	\$ 28.17	\$ 28.87	\$ 29.60
GRADE 4	Tractor/Trailer Operator, Technician I/Bridge Technician I							
YEARLY	\$ 52,707.20	\$ 54,017.60	\$ 55,369.60	\$ 56,763.20	\$ 58,177.60	\$ 59,633.60	\$ 61,110.40	\$ 62,649.60
BI-WEEKLY	\$ 2,027.20	\$ 2,077.60	\$ 2,129.60	\$ 2,183.20	\$ 2,237.60	\$ 2,293.60	\$ 2,350.40	\$ 2,409.60
HOURLY	\$ 25.34	\$ 25.97	\$ 26.62	\$ 27.29	\$ 27.97	\$ 28.67	\$ 29.38	\$ 30.12
GRADE 6	Equipment Operator, Technician II/Bridge Crew II							
YEARLY	\$ 54,225.60	\$ 55,598.40	\$ 56,971.20	\$ 58,406.40	\$ 59,862.40	\$ 61,360.00	\$ 62,899.20	\$ 64,459.20
BI-WEEKLY	\$ 2,085.60	\$ 2,138.40	\$ 2,191.20	\$ 2,246.40	\$ 2,302.40	\$ 2,360.00	\$ 2,419.20	\$ 2,479.20
HOURLY	\$ 26.07	\$ 26.73	\$ 27.39	\$ 28.08	\$ 28.78	\$ 29.50	\$ 30.24	\$ 30.99
GRADE 8	Crew Leader, Technician III							
YEARLY	\$ 57,907.20	\$ 59,363.20	\$ 60,840.00	\$ 62,358.40	\$ 63,918.40	\$ 65,520.00	\$ 67,163.20	\$ 68,827.20
BI-WEEKLY	\$ 2,227.20	\$ 2,283.20	\$ 2,340.00	\$ 2,398.40	\$ 2,458.40	\$ 2,520.00	\$ 2,583.20	\$ 2,647.20
HOURLY	\$ 27.84	\$ 28.54	\$ 29.25	\$ 29.98	\$ 30.73	\$ 31.50	\$ 32.29	\$ 33.09
GRADE 10	Bridge Crew III							
YEARLY	\$ 60,236.80	\$ 61,734.40	\$ 63,273.60	\$ 64,854.40	\$ 66,476.80	\$ 68,140.80	\$ 69,846.40	\$ 71,593.60
BI-WEEKLY	\$ 2,316.80	\$ 2,374.40	\$ 2,433.60	\$ 2,494.40	\$ 2,556.80	\$ 2,620.80	\$ 2,686.40	\$ 2,753.60
HOURLY	\$ 28.96	\$ 29.68	\$ 30.42	\$ 31.18	\$ 31.96	\$ 32.76	\$ 33.58	\$ 34.42
GRADE 12	Mechanics							
YEARLY	\$ 67,184.00	\$ 68,848.00	\$ 70,574.40	\$ 72,342.40	\$ 74,152.00	\$ 76,003.20	\$ 77,896.00	\$ 79,851.20
BI-WEEKLY	\$ 2,584.00	\$ 2,648.00	\$ 2,714.40	\$ 2,782.40	\$ 2,852.00	\$ 2,923.20	\$ 2,996.00	\$ 3,071.20
HOURLY	\$ 32.30	\$ 33.10	\$ 33.93	\$ 34.78	\$ 35.65	\$ 36.54	\$ 37.45	\$ 38.39

\*Note- Figures have been rounded for the purpose of this document.  
 Official hourly wage rates are calculated by the Auditor's Office/ Payroll Division.

POTTAWATTAMIE COUNTY SECONDARY ROADS		UNION SALARY SCHEDULE						
EFFECTIVE: JULY 1, 2024- 3% INCREASE								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
GRADE 2	Truck Driver/Laborer							
YEARLY	\$ 53,331.20	\$ 54,683.20	\$ 56,035.20	\$ 57,449.60	\$ 58,884.80	\$ 60,340.80	\$ 61,859.20	\$ 63,398.40
BI-WEEKLY	\$ 2,051.20	\$ 2,103.20	\$ 2,155.20	\$ 2,209.60	\$ 2,264.80	\$ 2,320.80	\$ 2,379.20	\$ 2,438.40
HOURLY	\$ 25.64	\$ 26.29	\$ 26.94	\$ 27.62	\$ 28.31	\$ 29.01	\$ 29.74	\$ 30.48
GRADE 4	Tractor/Trailer Operator, Technician I/Bridge Technician I							
YEARLY	\$ 54,288.00	\$ 55,640.00	\$ 57,033.60	\$ 58,448.00	\$ 59,924.80	\$ 61,422.40	\$ 62,940.80	\$ 64,521.60
BI-WEEKLY	\$ 2,088.00	\$ 2,140.00	\$ 2,193.60	\$ 2,248.00	\$ 2,304.80	\$ 2,362.40	\$ 2,420.80	\$ 2,481.60
HOURLY	\$ 26.10	\$ 26.75	\$ 27.42	\$ 28.10	\$ 28.81	\$ 29.53	\$ 30.26	\$ 31.02
GRADE 6	Equipment Operator, Technician II/Bridge Crew II							
YEARLY	\$ 55,868.80	\$ 57,262.40	\$ 58,697.60	\$ 60,153.60	\$ 61,651.20	\$ 63,211.20	\$ 64,792.00	\$ 66,393.60
BI-WEEKLY	\$ 2,148.80	\$ 2,202.40	\$ 2,257.60	\$ 2,313.60	\$ 2,371.20	\$ 2,431.20	\$ 2,492.00	\$ 2,553.60
HOURLY	\$ 26.86	\$ 27.53	\$ 28.22	\$ 28.92	\$ 29.64	\$ 30.39	\$ 31.15	\$ 31.92
GRADE 8	Crew Leader, Technician III							
YEARLY	\$ 59,654.40	\$ 61,131.20	\$ 62,670.40	\$ 64,230.40	\$ 65,832.00	\$ 67,475.20	\$ 69,180.80	\$ 70,907.20
BI-WEEKLY	\$ 2,294.40	\$ 2,351.20	\$ 2,410.40	\$ 2,470.40	\$ 2,532.00	\$ 2,595.20	\$ 2,660.80	\$ 2,727.20
HOURLY	\$ 28.68	\$ 29.39	\$ 30.13	\$ 30.88	\$ 31.65	\$ 32.44	\$ 33.26	\$ 34.09
GRADE 10	Bridge Crew III							
YEARLY	\$ 62,025.60	\$ 63,585.60	\$ 65,166.40	\$ 66,809.60	\$ 68,473.60	\$ 70,179.20	\$ 71,947.20	\$ 73,736.00
BI-WEEKLY	\$ 2,385.60	\$ 2,445.60	\$ 2,506.40	\$ 2,569.60	\$ 2,633.60	\$ 2,699.20	\$ 2,767.20	\$ 2,836.00
HOURLY	\$ 29.82	\$ 30.57	\$ 31.33	\$ 32.12	\$ 32.92	33.74	\$ 34.59	\$ 35.45
GRADE 12	Mechanics							
YEARLY	\$ 69,201.60	\$ 70,928.00	\$ 72,696.00	\$ 74,505.60	\$ 76,377.60	\$ 78,291.20	\$ 80,246.40	\$ 82,243.20
BI-WEEKLY	\$ 2,661.60	\$ 2,728.00	\$ 2,796.00	\$ 2,865.60	\$ 2,937.60	\$ 3,011.20	\$ 3,086.40	\$ 3,163.20
HOURLY	\$ 33.27	\$ 34.10	\$ 34.95	\$ 35.82	\$ 36.72	\$ 37.64	\$ 38.58	\$ 39.54

\*Note - Figures have been rounded for the purpose of this document.  
Official hourly wage rates are calculated by the Auditor's office/Payroll Division.

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

**Discussion and/or decision to approve and authorize Board to sign General Drivers and Helpers Local No. 554 Affiliate of the International Brotherhood of Teamsters (Detention Officer) Union Contract, effective July 1, 2023, through June 30, 2024.**

AGREEMENT

Between

**POTTAWATTAMIE COUNTY, IOWA,  
POTTAWATTAMIE COUNTY SHERIFF'S OFFICE**

and

**GENERAL DRIVERS AND HELPERS UNION  
LOCAL NO. 554  
AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

July 1, 2023

To

June 30, 2024

## Table of Contents

<b>PREAMBLE</b>	<b>3</b>
<b>Article 1 Recognition</b>	<b>3</b>
<b>Article 2 Intent and Purpose</b>	<b>4</b>
<b>Article 3 Definitions</b>	<b>5</b>
<b>Article 4 Management Rights</b>	<b>7</b>
<b>Article 5 Union Rights and Responsibilities</b>	<b>8</b>
<b>Article 6 Work Stoppage</b>	<b>9</b>
<b>Article 7 General Provisions</b>	<b>10</b>
<b>Article 8 Overtime</b>	<b>11</b>
<b>Article 9 Holidays</b>	<b>15</b>
<b>Article 10 Leaves of Absences</b>	<b>16</b>
<b>Article 11 Vacation</b>	<b>20</b>
<b>Article 12 Discipline</b>	<b>23</b>
<b>Article 13 Grievance Procedure</b>	<b>26</b>
<b>Article 14 Procedures for Staff Reduction</b>	<b>28</b>
<b>Article 15 Health and Safety</b>	<b>29</b>
<b>Article 16 Shift Bidding</b>	<b>30</b>
<b>Article 17 Wages</b>	<b>32</b>
<b>Article 18 Seniority</b>	<b>33</b>
<b>Article 19 Retiree Health Insurance</b>	<b>35</b>
<b>Article 20 Union Business</b>	<b>37</b>
<b>Article 21 Injured on Duty Policy</b>	<b>39</b>
<b>Article 22 Effective Period</b>	<b>40</b>
<b>Appendix A Wages</b>	<b>41</b>
<b>Exhibit A Employee Wages</b>	<b>42</b>

## **PREAMBLE**

THIS AGREEMENT is executed by POTTAWATTAMIE COUNTY, IOWA, hereinafter called "Employer," and General Drivers and Helpers Union Local No. 554, POTTAWATTAMIE COUNTY DETENTION OFFICERS, hereinafter called "Union."

## **ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Pottawattamie County, Iowa in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5890, to wit:

INCLUDED: Detention Officer

EXCLUDED: Detention Manager, Business Manager, Chief Deputy, Detention Supervisors, Jail Administrator, Jail Maintenance Superintendent, Secretary, Sheriff, Training Supervisor, and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act of 1974

and including or excluding those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement.

**ARTICLE 2**  
**INTENT AND PURPOSE**

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

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



**ARTICLE 3**  
**DEFINITIONS**

Employees shall refer to all Detention Officers of the Sheriff's Department.

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

Department shall mean the Sheriff's Department.

A part-time employee is an employee who works less than a normal eighty (80) hour pay period and is hired for an indefinite period.

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

An introductory employee is an employee who has not successfully completed twelve (12) months of continuous services. During the introductory period, such employee may be removed or discharged by the Sheriff without cause. Introductory employees shall be entitled to utilization of sick leave and leaves of absence as stated in this Agreement.

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

A shift is defined as a set period of time worked.

A team is defined as a group of Detention Officers assigned to work a particular shift under the direction of a Detention Supervisor.

A position is defined as an assignment on any shift. The employee shall maintain a posting of the facility staffing plan which shall include a listing of all positions.

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

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

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

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

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

- a) the right to manager the Employer's operations; to direct the working force; to ensure compliance with Iowa State Jail Standards;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to assign teams, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change exiting methods and facilities;
- g) the right to create, modify and terminate departments, job classifications, positions, and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to lay off;
- j) the right to determine the number of persons to be employed by the Employer in a division;
- k) the right to enforce and require employees to observe rules and regulations set forth by the Employer;

provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his/her membership or non-membership in the Union. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

**ARTICLE 5**  
**UNION RIGHTS AND RESPONSIBILITIES**

The Union recognizes its responsibilities as the exclusive bargaining representative of the employees within the bargaining unit, and its duty to seek fair compensation and safe working conditions for its members. Further, the Union realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest reasonable cost. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and supports its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union and the public.

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

For purposes of conducting Union business, the Employer agrees that duly authorized representative of the Union may have access to the Employer's premises with the prior consent of the Jail Administrator or designee. Such visits shall not interfere with the performance of the job duties of any employee.

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

**ARTICLE 6**  
**WORK STOPPAGE**

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

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

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

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

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

**ARTICLE 7**  
**GENERAL PROVISIONS**

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

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision for the invalidated Article, section or portion thereof.

This Agreement constitutes the entire agreement between the parties. The parties acknowledged that during the negotiation which resulted in this Agreement, each had the right and opportunity to make proposal with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in the Agreement, or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 8 OVERTIME**

### **A. Overtime**

Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of twelve (12) hours in any calendar days, or in excess of the employee's regularly scheduled work hours not withstanding Section B. It is the policy of the Employer to keep overtime work to a minimum.

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

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

Overtime will be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay, which shall be computed on the basis of the number of work hours per year except in specific areas of sick leave usage not withstanding Section B.

### **B. Sick Leave not Considered Hours Worked**

All overtime hours, with the exception of involuntary overtime, worked on the calendar day immediately prior to or the calendar day immediately after a scheduled work shift in which sick leave has been utilized shall be paid at the straight time rate on an hour for hour basis. For example, if an employee utilizes 4 hours of sick leave and works 6 hours of overtime the next day, the first 4 hours are paid at straight time and the remaining 2 hours are paid at the overtime rate.

All hours worked on a regular day off that falls immediately after a scheduled work day in which sick leave has been utilized shall be paid at the straight time rate on an hour for hour basis. See above example.

Involuntary overtime hours worked shall be paid in accordance with Section E, Involuntary Overtime.

### **C. Planned Overtime (Overtime outside 72 hours of the need)**

When a supervisor learns about the need for planned overtime on his/her shift, the supervisor shall, as soon as possible, notify all staff for someone to work overtime by posting a planned overtime sign-up sheet in master control and/or the County's computerized intranet system. The most senior employee to physically sign the planned overtime sign-up sheet shall be given the overtime assignment, unless the employee is restricted for other reasons. Any employee who fails to work the assigned overtime may be ineligible to work any planned overtime or to sign the planned overtime sign-up sheet for forty-five (45) calendar days. Employees must have a twenty-four (24) hour break in duty for every period of regularly scheduled time off. For example, employee has Monday and Tuesday as regular scheduled days off. The employee may only work overtime on either Monday or Tuesday, but not both. When no employee accepts the assignment on a voluntary basis within 72 hours of the need, the supervisor shall utilize the voluntary overtime sign-up sheet.

D. Voluntary Overtime Sign-Up Sheet (Overtime within 72 hours of the need)

The overtime sign-up sheet will be posted for employees to sign-up for voluntary overtime up to 30 days in advance. The list will be maintained by the Employer on a weekly basis. The sign-up sheet will be divided into days of the week and into day shift (any position starting between the hours of 0600 and 1800) and night shift (any position starting between the hours of 1800 and 0600). Night premium rate and pay will remain as stated in the Labor Agreement (hours worked between 1800 and 0600).

Employees interested in any overtime available must physically sign the voluntary overtime sign-up sheet. The Employer will use this as the overtime coverage list. Overtime shall be given to the most senior employee who signs the voluntary overtime sign-up sheet, unless the employee is restricted for other reasons. Any employee who fails to work the assigned overtime shall be ineligible to work any voluntary overtime or sign the voluntary overtime sign-up sheet for forty-five (45) calendar days. An employee may only remove their name from the voluntary overtime sign-up sheet by written request to the Supervisor.

Employees must have a twenty-four (24) hour break in duty for every period of regularly scheduled time off. For example, employee has Monday and Tuesday as regular scheduled days off. The employee may only work overtime on either Monday or Tuesday, but not both.

E. Involuntary Overtime Sign-Up Sheet



If no employee accepts or is available for overtime assignment the supervisor shall utilize the primary involuntary overtime list to contact the assigned employee for that specific workday and order that employee to work. This list shall be maintained by the shift supervisors and shall include all employees assigned to the shift. Employees must physically sign the primary involuntary overtime calendar sign-up sheet and select which days they would be available for involuntary overtime. Employees must also physically sign the secondary involuntary overtime calendar sign-up sheet and select which days they would be available for involuntary overtime. The secondary involuntary overtime list will be used if the employee on the primary list has called in for their shift.

The Employer will use this as the overtime coverage list. Overtime shall be given to the most senior employee who signs the voluntary overtime sign-up sheet, unless the employee is restricted for other reasons. Any employee who fails to work the involuntary calendar overtime shall be ineligible to work any voluntary overtime or sign the voluntary overtime sign-up sheet for forty-five (45) calendar days. An employee may only remove their name from the involuntary calendar overtime sign-up sheet by written request to the Supervisor.

An employee who has been ordered to work overtime may locate another employee who is willing to work overtime in his/her place, as long as the other employee is not restricted from overtime.

In the event an employee is ordered overtime for two (2) hours or fourteen (14) hours twenty (20) minutes in any shift, such two (2) hours would be compensated at the rate of time and one half (1 ½) times the employees' regular rate of pay.

In the event an employee is ordered to work overtime for more than two (2) hours up to a maximum of sixteen (16) hours twenty (20) minutes in any shift, such two (2) hours would be compensated at the rate of two (2) times the employee's regular rate of pay. **No** employee shall be required or ordered to work beyond sixteen (16) hours twenty (20) minutes in any shift.

In the event of a facility emergency, a supervisor may order any or all of the employees to remain on duty and/or may order employees to report to the facility.

#### F. Compensatory Time

An employee may choose compensatory time off in lieu of overtime or call back time.

An employee desiring compensatory time off rather than overtime pay shall notify the Employer in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made. The Employer shall keep a record of any compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time.

Compensatory time will be taken at times requested by the employee after it is approved in writing on a form as approved by the employer.

A maximum of ninety-six (96) hours of compensatory time may be accumulated by an employee. This maximum may be extended may be extended by the Sheriff or his designee due to emergency situations. Every effort will be made not to carry over any accumulated compensatory time to the next contract year. An employee who has accumulated more than ninety-six (96) hours of compensatory time shall be compensated for all hours in excess of ninety-six (96) hours.

**ARTICLE 9  
HOLIDAYS**

Employees are provided ten (10) paid holidays, to-wit: New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

Employees shall receive their ten (10) paid holidays on January 1<sup>st</sup> of each calendar year. New employees hired after January 1<sup>st</sup>, shall receive holiday leave on a pro-rated basis for their 1<sup>st</sup> year of employment.

A holiday for time worked shall be comprised of one twenty-four (24) hour period commencing at 12:00 am midnight and ending the following 12:00 am midnight.

A continuous shift employee, who works the actual holiday not the County recognized holiday, shall be compensated at a rate of one and one-half (1 ½) times the regular rate of pay for the actual number of hours worked.

Earned holidays shall not be carried over into the next calendar year and shall be paid at the straight time rate.

Introductory employees will receive the designated holidays as regular employees.

Upon resignation, retirement, death or discharge from employment, holiday benefits shall be pro-rated and remaining holiday leave hours shall be paid to or deducted from the employee or the employee's estate.

Holiday time off requests shall be handled as outlined in Article 11, Vacation.

**ARTICLE 10  
LEAVES OF ABSENCES**

A. Sick Leave

Employees shall be granted twelve (12) hours of sick leave per month, and shall have the right to accumulate unused sick leave up to a maximum of one thousand forty (1040) hours. An introductory employee will not be allowed sick leave until the employee completes six (6) months of employment, at which time such employee will be credited with the number of days earned from the employee's date of hire.

Sick leave shall not be considered as a vested right and may not be used at the employee's discretion, but shall be allowed only for the following reasons;

1. Serious or confining illness of the employee.
2. a) An employee may utilize up to sixty (60) hours of sick leave per calendar year for the care and necessary attention to ill or injured members of the employee's immediate family. Immediate family, for purposes of this section, is defined as husband, wife, child, foster child, stepchild or parent.  
  
b) The employee may be allowed to utilize up to two-hundred-forty (240) hours of their sick leave if a serious health condition affects a member of the employee's immediate family. When granting additional sick leave, the county shall adhere to the definition of a "serious health condition" as outlined in the Family & Medical Leave Act of 1993. In order to qualify for additional sick leave, the employee must have a FMLA request on file accompanied by a physician's certification.
3. Medical, dental or optical appointments which cannot be scheduled during non-working hours. All efforts should be made to make medical, dental or optical appointments during non-working hours. Requests may be denied based on staffing levels.
4. Female employees may use accumulated sick leave for absences occasioned by complications from pregnancy, for childbirth and complications resulting from, and for recovery from childbirth or miscarriage.

The Employer reserves the right to require a physician’s certification for an absence due to sickness. The cost of obtaining a physician’s certification as required by the Employer pursuant to this paragraph shall be borne by the Employer.

The Employer requires a physician’s certification for an absence due to sickness of more than two (2) consecutive work days. The cost of obtaining a physician’s certification as required by the Employer pursuant to this paragraph shall be borne by the employee. Failure to provide a physician’s certification shall result in an unpaid, unexcused absence and appropriate disciplinary action shall be taken.

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

An employee using sick leave must provide to their supervisor a telephone number where they can be contacted. The County reserves the right to investigate any use of sick leave.

All types of sick leave may be taken in fifteen (15) minute incremental periods.

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

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

20 Years	600 – less than 751	50%
15 Years	600 – less than 751	25%
10 Years	600 – less than 751	15%

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

**General Provisions**

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

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

An employee who has accumulated 1,040 hours of sick leave may convert twenty-five percent (25%) of his/her accumulated sick leave in excess of 1,040 hours to vacation leave.

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

**B. Funeral Leave**

An employee, including an Introductory employee, will be granted not to exceed five (5) days of paid leave for bereavement and to attend the funeral services of the employee's spouse, parent or child (including foster/step child), be they related by blood or marriage.

An employee, including an introductory employee, will be granted not to exceed three (3) days of paid leave for bereavement and to attend the funeral services of the employee's brother, sister, grandparents, and grandchild be they related by blood or marriage.

Any employee who has completed the introductory period will be granted one-half (1/2) day of leave without pay to attend the funeral of a close family friend one (1) day of leave with pay to attend the funeral for a fellow employee or relative not listed above. In the event of the death of an employee of the Sheriff's Office, the Sheriff or his designated representative shall determine the minimum staffing requirements that will need to be in place at the time of the employee's funeral.

Employees must attend the funeral service in order to qualify for funeral leave pay.

C. Parental Leave

The Employee who has not given birth to the child shall be permitted to utilize sixty (60) hours of accumulated sick leave for the birth and/or care for a newly-born or newly-adopted child.

**ARTICLE 11  
VACATION**

Every employee shall be eligible for paid vacation time after six (6) months of service with the Employer.

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

<u>Employment Requirements</u>	<u>Vacation Period</u>
After 1 year of continuous service	96 hours per year
After 6 years of continuous service	144 hours per year
After 10 years of continuous service	168 hours per year
After 15 years of continuous service	192 hours per year
After 20 years of continuous service	200 hours per year

Employees shall receive 48 hours upon completion of six (6) months continuous service and the remaining 48 hours upon completion of one (1) year of service.

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

Vacation may be taken in one (1) hour incremental periods.

Initial Vacation Selection Period

Beginning December 5<sup>th</sup> of each year, each employee in order of seniority shall have the opportunity to select vacation days to be utilized between January 1<sup>st</sup> and the completion of the last pay period of the year. The vacation selection process shall be completed by January 1<sup>st</sup> of each year. Employees will not be allowed to make changes or cancel vacation requests until the initial vacation selection process has been completed.



Vacations will be granted in a reasonable amount of time, subject to the approval of the Employer. The request is to be made in writing. In the event of an emergency, the employee's immediate supervisor may approve or deny an immediate request for the use of vacation earned, taking into account the factors surrounding the request and shift coverage only.

If the workload permits vacation, but the number of persons on vacation must be limited, the following shall apply:

- The Employer shall have the right to approve or disapprove of an employee's requested vacation period, considering the scheduling requirements of the department, and shall not consider individual personalities, nor shall the Employer discriminate between or among employees.
- During the initial selection period when scheduling vacation days, in order for the requested day off to be considered a "vacation" day request, the employee must utilize a minimum of eight (8) hours vacation plus four (4) hours of ETO or twelve (12) hours of vacation time for requested time off. If the employee's vacation request is approved, the employee will not be allowed to switch the time off to holiday or compensatory time.
- Following the completion of the initial vacation selection period, each employee in order of seniority shall have the opportunity to select holidays to be utilized between January 1<sup>st</sup> and the completion of the last pay period of the calendar year. The holiday selection process shall be completed by January 1<sup>st</sup> of each year. Employees will not be allowed to make changes or cancel holiday requests until all selection processes have been completed.
  - After the initial selection periods, all vacation and holiday requests shall be equal and allotted on a first come first serve basis with seniority having no impact.
  - In order for the requested day off to be considered a "vacation" day request, the employee must utilize a minimum of twelve (12) hours of vacation time for the requested time off.
  - A full day earned leave (including compensatory time) request shall take precedence over a partial day earned leave request if submitted at least three (3) working days prior.
- In all cases compensatory time will not override a full day of vacation and/or holiday time.
- In order to cancel any earned leave request, the employee must give their supervisor written notification of the cancellation no later than 2 work days prior to the requested time off unless mutually agreed to.

Accordingly:

- a. The first vacation period earned, after completing one (1) full year of service, shall be taken prior to January 1, unless the Employer, for good cause, extends the period.
- b. Thereafter, on January 1 of each year, the Employer will credit each employee with the amount of vacation the employee will earn on the employee's next anniversary date, determine on the basis of the contract in effect on that January 1. If an employee uses vacation credited on January 1, prior to the time the vacation is earned, and if the employee is terminated for any reason prior to the time the vacation is earned, the employee will reimburse the Employer for the vacation period.
- c. No employee shall be entitled to vacation pay in lieu of vacation.
- d. Up to sixty (60) hours of vacation may be carried from one year to the next. If hours are carried over to the following year, they must be used on or before July 1 of the following year or they will be forfeited.

## **ARTICLE 12 DISCIPLINE**

Section 1. The County shall have the right to adopt and put into effect rules and regulations not in conflict with this agreement. All employees shall be subject to such rules and regulations and any violations may be considered just cause for disciplinary action or discharge. If rules are deemed unreasonable by the union, said issue may be subjected to the grievance procedure.

The purpose of employee discipline is to advise the employee of the infraction in such a manner as to ensure that such behavior will not be repeated. Discipline shall be imposed for just cause only.

Disciplinary actions shall be progressive in nature and shall include the following:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

Copies of disciplinary actions shall be given to the employee and forwarded to the union.

Section 2. Employees who have been suspended or discharged and who have completed their introductory period, may process a grievance through the grievance procedure.

Oral and/or written reprimands may be protested in writing by the employee and such protests will be placed in the employee's personnel file and may be used in the event of disciplinary time off or discharge of the same or similar infraction.

For purposes of progressive discipline, disciplinary actions shall be active for twelve (12) months from the date of discipline. However, disciplinary actions shall remain active for eighteen (18) months for violations of the same rule.

Section 3. If the Employer has reason to reprimand an employee, it shall be done within fourteen (14) days of the incident, or fourteen (14) days when notified of the incident, in a reasonable and professional manner and not before other employees or the public except where impractical.

The time period may be extended due to circumstances beyond reasonable control of the administration.

Section 4. The employer has the right to suspend and/or terminate any employee immediately for just cause.

Just cause, for the purpose of termination or suspension, includes but it no limited to the following:

- (a) Engaging in or threatening acts of workplace violence, including but not limited to:
  - (i) Possessing firearms or other weapons on County property (other than certified law enforcement)
  - (ii) Fighting, assaulting or bullying a coworker, supervisor, guest, or customer;
  - (iii) Threatening or intimidating a coworker, supervisor, customer, or guest;
- (b) Engaging in any form of sexual or other unwelcome harassment;
- (c) Reporting to work under the influence of alcohol or illegal drugs, using, selling, dispensing, or possessing alcohol or illegal drugs or narcotics on County premises;
- (d) Reporting to work or performing job duties in an unfit condition because of the consumption or misuse/abuse of prescription or over-the-counter medications or selling or dispensing prescription medications on County premises;
- (e) Disclosing confidential County information;
- (f) Failure to cooperate in a workplace investigation;
- (g) Misrepresenting, falsifying, or altering any County record or report, such as an employment application, medical reports, expense accounts, and similar public records;
- (h) Misrepresenting or falsifying timesheets, daily logs or any other time and attendance records for yourself or others;
- (i) Stealing, destroying, defacing, or misusing County property, unauthorized personal use of county funds or property or another employee's or customer's property; making unauthorized purchases on county credit card(s);
- (j) Employment connected theft, burglary, or battery;
- (k) Misusing County communications systems, including the county website, electronic mail, computers, Internet access, and telephones
- (l) Accessing pornographic websites;
- (m) Refusing to follow Department Head or Supervisor instructions concerning a job-related matter or being insubordinate; insubordination; failure to follow directions;
- (n) Failing to wear a seat belt or other assigned safety equipment or failing to abide by safety rules and policies (willful violation) and failing to adhere to job related work restrictions or accommodations;
- (o) Soliciting or distributing information in violation of County policies;
- (p) Accessing personal websites during working hours such as "My Space", "Facebook", "Twitter", personal blogging and other similar websites.

- (q) Smoking where prohibited by state law, local ordinance or County rules;
- (r) Using profanity or abusive language;
- (s) Sleeping on the job without authorization;
- (t) Gambling on County property;
- (u) Playing pranks or engaging in horseplay at the workplace;
- (v) Wearing unprofessional or improper attire or having an inappropriate personal appearance; (sloppy, unkept appearance);
- (w) Conducting personal business during working hours;
- (x) Using county property for personal gain or using county position for personal gain;
- (y) Unlawfully destroying county or work property including records;
- (z) Willful and/or reckless neglect of duty;
- (aa) Dishonesty;
- (bb) Any absence of three (3) or more consecutive work days without an excuse or notification; excessive absenteeism and late arrival (tardy).
- (cc) Violation of County electronic communications policies and procedures.
- (dd) Violation of the Prison Rape Elimination Act (PREA)

**ARTICLE 13**  
**GRIEVANCE PROCEDURE**

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

The employee or the Union representative may initiate a conference with the immediate Supervisor in an attempt to resolve the issue.

Step 1. If the grievance is not settled by informal conference, the employee or the Union representative may initiate a grievance within fourteen (14) calendar days after the alleged incident upon which the grievance is based. At this point the grievance shall be reduced to writing, signed by the employee or the Union representative, and will specifically state the facts and provisions of the alleged violation. The written grievance shall be submitted to the Jail Administrator or his designee, who shall answer in writing within seven (7) calendar days after the grievance is presented. The Employer and the Union may, by mutual agreement, extend any of the time limits set forth in this article.

Step 2. If the grievance is not settled in Step 1, it may be submitted within seven (7) calendar days to the County Sheriff or his/her designated representative who shall answer in writing within seven (7) calendar days after the grievance is presented.

Step 3. If the grievance is not settled in step 2, it may be appealed to arbitration by the Union. Written notice of a request for arbitration must be submitted to the County Sheriff within seven (7) calendar days after the answer is due in step 2. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of the arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the party requesting arbitration shall strike the first name; the other party shall then strike one (1) name, and this process will be repeated so that the remaining person shall be the arbitrator. Either party, upon receipt of the list of five (5) persons, may reject the list in total and request another list.

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

The arbitrator shall submit the decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding on both parties.

The fees and expenses of the arbitrator will be charged equally by both parties. Each party will pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

If an answer to a grievance is not presented to the employee by the Employer within any of the time limits specified in this Article, it is presumed that the grievance is denied and the employee may proceed to the next step of the grievance procedure. Failure by an employee, his/her representative, or the Union to initiate or process a grievance within the time limits specified shall constitute a bar to initiating or processing such grievance.

Grievances may be investigated, processed and presented by a representative during working hours within reasonable time limits without loss of pay, provided notice is given and the workload permits.

**ARTICLE 14**  
**PROCEDURES FOR STAFF REDUCTION**

In the event the Employer determines that employee must be laid off, the Union shall be notified in writing within ten (10) administrative working days after the determination.

Employees shall be laid off as follows:

- a) Layoffs shall be determined on the basis of Seniority, with less senior employees being the first to be laid off; and
- b) If the number of employees to be laid off within the classification exceeds the number of employees in category (a) or there are no employees who come within category (a), the Employer shall consider qualifications, ability to perform, and seniority, and if qualifications and ability to perform are equal between and among affected employees, seniority shall govern. Employees who have been previously working in a lower grade classification will be able to return to that classification at the lower grade of pay in the employee's present step in the event of a layoff. Temporary, part-time and introductory employees performing duties within the job classification from which employees have been or are to be laid off, are to be laid off first and have no recall rights.

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

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

An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address.

Once notified by the Jail Administrator or their designee, the employee shall be given 72 hours to respond. In the event the employee accepts, the start date will be decided by the Jail Administrator.



**ARTICLE 15**  
**HEALTH AND SAFETY**

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

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

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

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

Drug and alcohol testing of employees will be required after all accidents which result in a death, personal injury or damage to property at the Sheriff's discretion. The employer will maintain a probable cause and random drug testing procedure.

## **ARTICLE 16 SHIFT BIDDING**

All bidding for shifts shall occur annually. The shift bidding shall occur between November 1<sup>st</sup> and November 7<sup>th</sup> of each year for shift changes beginning the first full pay period in January of the following year. Shift shall be awarded by seniority as set forth in Article 18. Shift assignments shall be posted by December 1st of each year. When a position is vacated due to illness, injury, or leave of absence such position will be filled by reassignment of an officer for up to three (3) months. At the time of shift bids, employees will designate the method of compensation for the shift briefing, for the year, either overtime pay or compensatory time. If compensatory time is chosen as the method of compensation for shift briefing, the employee will automatically receive overtime pay for the entire pay period if the compensatory time designation causes the employee to exceed the maximum number of compensatory hours allowed as set forth in article 7 Overtime.

Any new or vacant regular full-time Detention Officer positions which occur shall be posted for bid, except for temporary bid. The posting shall indicate the number of openings and the hours of duty, if known at the time of the posting. Any vacancy created by bidding procedure shall be filled by the determination of the Employer. The Employer will determine when a vacancy occurs.

The posting shall be for a minimum of five (5) days and shall specify the date and time which bids will be accepted. It will specify the position and shift, as well as any qualifications, certifications, experience or training required. Positions will be announced within ten (10) days of the closing of the bids. Positions will be awarded by seniority given the special qualifications and experience requirements allowed as set out above.

When it has been determined an employee will be off work for a period of three (3) months or longer due to illness, injury, or leave of absence, that employee's position shall be posted for bid on a temporary basis. The qualified senior bidder will be given the temporary bid and placed in that position in accordance with the labor agreement. The position vacated by the successful bidder will be appointed by the Employer.

In the event the employee returns to work, they will be returned to their original position. The employee covering this position through temporary bid status will be returned to their previous position. The appointed employee will be placed in any open position or will take the position of the lowest senior employee.

In the event the employee is unable to return to work, this position will be awarded until the next shift bid. The employee holding the position through temporary status will be awarded the position if they so desire. The appointed employee will be assigned to the open position.

**ARTICLE 17**  
**WAGES**

Effective July 1, 2023, all employees whose job classifications are represented by the Union, who are not on the step and grade, will receive a 2.38% wage increase (see Exhibit A).

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

Employees who are moving into the new step and grade, will be moved into the new pay grade according to the tiered structure (see Exhibit A), effective July 1, 2023.

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

**ARTICLE 18**  
**SENIORITY**

For all purposes under this contract, seniority is defined as an employee's length of continuous services with the Pottawattamie County Sheriff's Department from his/her date of hire, except for bidding, in which case seniority shall be defined as the total number of days worked within a job classification.

The seniority list for employees shall be maintained by the Employer. Any protest as to the correctness must be made in writing to the Employer within ninety (90) calendar days from the date of hire.

The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards/company intranet every six (6) months. A copy of the seniority list shall be made available upon request by the Union. A seniority list for job classifications shall also be maintained by the employer. The same guidelines as above will dictate as to the times the list will be updated, posted and protested. Classification for the seniority list shall be:

1. Detention Officers

Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason; is discharged for just cause; is absent from work three (3) consecutive working days without notification to and authorization from the Employer; is laid off for a period exceeding eighteen (18) months or the employee's seniority, whichever is lesser; is on layoff and fails to report to work within the time period set out in the Article on Procedures for Staff Reduction; or fails to report to work on the next scheduled workday at the completion of a leave of absence.

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

An employee who is promoted to a classification outside of the bargaining unit and subsequently returns to a classification within the bargaining unit shall be given full credit for the service earned prior to his/her promoted classification after he/she has fulfilled the introductory period. Seniority will be the total amount of service spent in both the bargaining and promoted classifications and may be used accordingly where seniority is referred to in this contract. If an employee returns to a bargaining unit classification between seniority bidding process, the employee may not exercise that seniority until the next regular bidding process is

held. Assignments, vacation schedules etc. will be at the discretion of the Sheriff until the next bidding process takes place.

**ARTICLE 19**  
**RETIREE HEALTH INSURANCE**

A Detention Officer who retires under normal IPERS and is at least age 55 may choose to continue in the County’s primary health insurance program and receive insurance coverage as provided for retirees until he/she reaches his/her 65<sup>th</sup> birthday. The County will assist the employee by paying a portion of the single premium for a period of 5 years from the date of retirement. During this 5-year period, the rate paid for by the County is based upon the employee’s continuous years of service with the Pottawattamie County Sheriff’s Office and his/her sick leave balance at the time of retirement. The County shall pay a percentage of the premium for single coverage only in accordance with the following schedule.

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

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

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

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

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



**ARTICLE 20**  
**UNION BUSINESS**

Section 1. Union Representatives The Employer agrees that accredited representative of the Local Union may be allowed the right to visit with the employees who are covered by this agreement to conduct Union business at any place during non-working hours or during working hours provided said visitation does not negatively affect the employees service to the public and with prior consent of the Jail Administrator or designee.

Section 2. Bulletin Boards The Employer will provide one bulletin board at the work site. The bulletin board will be made available to the appropriate Union official for the purpose of posting Union notices. The bulletin boards are to be used by the Union for notices only of the following: Union meetings, Union elections, Union appointments, Union recreational and social events, unemployment compensation information, and other materials of non-political, non-controversial nature. Upon written demand from the Employer, the Union shall promptly remove from such bulletin boards any material which is libelous, or in any way detrimental to the labor management relationship.

Section 3. Stewards The Union may appoint no more than two (2) stewards per shift and shall notify management of the names of the stewards. Stewards may handle grievances and related issues, meeting notifications, etc., but have no authority to dictate or coerce any job action contrary to this agreement. Stewards shall have reasonable access to telephones, for local calls only, in regards to grievance handling needs. In any interview where there is potential for discipline to be discussed or issued, the employee, upon request, shall have the right to have a steward present.

Section 4. In the event the Employer determines to contract out services, the Sheriff or his representatives will meet with the Union to discuss possible alternatives prior to the effective date of the action.

Section 5. The Employer agrees to grant necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or service in any capacity on other official business, provided that fourteen (14) days written notice is given to the Employer, by the Union, specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption (including overtime) of the Employer's operation due to lack of available employees.

Section 6. Orientation When new employees are hired, they shall be given an orientation packet provided by the Union, and all new employees shall be introduced to Union leadership at the worksite during the orientation. Union Leadership shall be given the opportunity to address new hires during this orientation for a reasonable period of time and a private office or conference room to hold the meeting if available.

**ARTICLE 21**  
**INJURED ON DUTY POLICY**

An employee who is injured while performing their job duties for the County shall immediately report the injury to their immediate supervisor. In the case of an incapacitating injury, the report shall be submitted as soon as the employee is able to supply the necessary information.

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

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

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

The employee shall be entitled to a supplemental payment under this section in an amount that, when added to any Worker's Compensation benefit will result in the employee receiving total compensation greater than the average weekly net wage for the applicable period of time.

**ARTICLE 22  
EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 2023 and shall remain in full force and effect through June 30, 2024.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than September 15 of each year that it wishes to modify this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS**

**POTTAWATTAMIE COUNTY  
TEAMSTERS, LOCAL 554**

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_

By \_\_\_\_\_  
Member

Title \_\_\_\_\_

By \_\_\_\_\_  
Member

By \_\_\_\_\_

By \_\_\_\_\_  
Member

Title \_\_\_\_\_

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

**WAGE SCHEDULE – Appendix “A”  
DETENTION OFFICER**

Appendix A  
Detention Officer

Effective July 1, 2023

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Bucket 10
25.25	26.00	26.78	27.59	28.41	29.27	30.14	31.05	31.98	34.25

\*Note-Figures have been rounded for the purpose of this document  
Official hourly wage rates are calculated by the Auditor's office/Payroll Division

**Exhibit A-Employee Wage**

Hire Date	Year Conversion	Primary Title	Base Wage	Salary Schedule-Step	New Base 23-24	Wage Change	New Step
11/28/2022	0.58	DETENTION OFFICER	25	STEP 1	26.0075	4.03%	STEP 2
11/28/2022	0.58	DETENTION OFFICER	25	STEP 1	26.0075	4.03%	STEP 2
10/17/2022	0.67	DETENTION OFFICER	25	STEP 1	26.0075	4.03%	STEP 2
10/17/2022	0.67	DETENTION OFFICER	25	STEP 1	26.0075	4.03%	STEP 2
10/17/2022	0.67	DETENTION OFFICER	25	STEP 1	26.0075	4.03%	STEP 2
06/20/2022	1.00	DETENTION OFFICER	25	STEP 1	26.7877	7.15%	STEP 3
06/06/2022	1.00	DETENTION OFFICER	25	STEP 1	26.7877	7.15%	STEP 3
06/06/2022	1.00	DETENTION OFFICER	25	STEP 1	26.7877	7.15%	STEP 3
01/18/2022	1.42	DETENTION OFFICER	25	STEP 1	26.7877	7.15%	STEP 3
11/08/2021	1.58	DETENTION OFFICER	25	STEP 1	26.7877	7.15%	STEP 3
11/01/2021	1.67	DETENTION OFFICER	25	STEP 1	26.7877	7.15%	STEP 3
10/06/2021	1.67	DETENTION OFFICER	25	STEP 1	26.7877	7.15%	STEP 3
09/22/2021	1.75	DETENTION OFFICER	25	STEP 1	26.7877	7.15%	STEP 3
05/10/2021	2.08	DETENTION OFFICER	25	STEP 1	27.5914	10.37%	STEP 4
04/05/2021	2.17	DETENTION OFFICER	25	STEP 1	27.5914	10.37%	STEP 4
04/05/2021	2.17	DETENTION OFFICER	25	STEP 1	27.5914	10.37%	STEP 4
12/28/2020	2.50	DETENTION OFFICER	25	STEP 1	27.5914	10.37%	STEP 4
11/02/2020	2.58	DETENTION OFFICER	25	STEP 1	27.5914	10.37%	STEP 4
10/12/2020	2.67	DETENTION OFFICER	25	STEP 1	27.5914	10.37%	STEP 4
04/13/2020	3.17	DETENTION OFFICER	26.92227	STEP 4	28.4191	5.56%	STEP 5
03/30/2020	3.25	DETENTION OFFICER	26.92227	STEP 4	28.4191	5.56%	STEP 5
03/16/2020	3.25	DETENTION OFFICER	26.92227	STEP 4	28.4191	5.56%	STEP 5
03/16/2020	3.25	DETENTION OFFICER	26.92227	STEP 4	28.4191	5.56%	STEP 5

11/12/2019	3.58	DETENTION OFFICER	26.92227	STEP 4	28.4191	5.56%	STEP 5
08/05/2019	3.83	DETENTION OFFICER	26.92227	STEP 4	28.4191	5.56%	STEP 5
06/24/2019	4.00	DETENTION OFFICER	28.28521	STEP 6	29.2717	3.49%	STEP 6
08/31/2016	6.83	DETENTION OFFICER	28.28521	STEP 6	29.2717	3.49%	STEP 6
05/13/2019	4.08	DETENTION OFFICER	28.28521	STEP 6	29.2717	3.49%	STEP 6
02/11/2019	4.33	DETENTION OFFICER	28.28521	STEP 6	29.2717	3.49%	STEP 6
02/11/2019	4.33	DETENTION OFFICER	28.28521	STEP 6	29.2717	3.49%	STEP 6
12/18/2017	5.50	DETENTION OFFICER	29.71714	STEP 8	30.1498	1.46%	STEP 7
12/18/2017	5.50	DETENTION OFFICER	29.71714	STEP 8	30.1498	1.46%	STEP 7
10/24/2017	5.67	DETENTION OFFICER	29.71714	STEP 8	30.1498	1.46%	STEP 7
07/31/2017	5.92	DETENTION OFFICER	29.71714	STEP 8	30.1498	1.46%	STEP 7
08/02/2022	0.83	DETENTION OFFICER	29.71714	STEP 8	30.1498	1.46%	STEP 7
05/17/2017	6.08	DETENTION OFFICER	31.22157	STEP 10	31.9859	2.448%	STEP 9
09/08/2016	6.75	DETENTION OFFICER	31.22157	STEP 10	31.9859	2.448%	STEP 9
08/01/2016	6.92	DETENTION OFFICER	31.22157	STEP 10	31.9859	2.448%	STEP 9
06/04/2015	8.00	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
01/27/2015	8.42	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
01/27/2015	8.42	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
12/12/2014	8.50	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
07/16/2014	8.92	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
06/16/2014	9.00	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
04/30/2014	9.17	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
03/17/2014	9.25	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
01/24/2014	9.42	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
10/05/2013	9.67	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
05/23/2013	10.08	DETENTION OFFICER	33.45261	STEP 10	34.25	2.38%	Bucket 10

02/13/2013	10.33	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
11/24/2012	10.58	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
06/28/2012	11.00	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
06/20/2011	12.00	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
12/15/2010	12.50	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
12/04/2010	12.50	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
08/23/2010	12.83	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
06/26/2010	13.00	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
04/29/2009	14.17	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
01/21/2009	14.42	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
01/05/2009	14.42	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
05/24/2008	15.08	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
12/27/2007	15.50	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
12/07/2007	15.50	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
06/22/2007	16.00	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
05/03/2006	17.08	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
05/14/2006	17.08	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
12/10/2005	17.50	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
04/02/2004	19.17	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
10/29/2003	19.67	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
10/13/2003	19.67	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
10/02/2002	20.67	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
09/30/2002	20.75	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
10/01/2002	20.75	DETENTION	33.45261	STEP 12	34.25	2.38%	Bucket



		OFFICER					10
08/12/2002	20.83	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
04/20/2002	21.17	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
09/23/2000	22.75	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
08/24/2000	22.83	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
05/31/2000	23.08	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
10/23/1999	23.67	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
07/06/1999	23.92	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
04/26/1999	24.17	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
04/26/1999	24.17	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
04/26/1999	24.17	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
11/16/1998	24.58	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10
07/06/1998	24.92	DETENTION OFFICER	33.45261	STEP 12	34.25	2.38%	Bucket 10

# Committee Appointments

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

**Received/Filed**

# Public Comments

# **Study Session**

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

**Study session with Conservation concerning park updates.**