

# **Consent Agenda**

April 1, 2025

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. SCHEDULED SESSIONS

Motion by Shea, second by Jorgensen, to open Public Hearing on discussion regarding Proposed Tax Levy Notice for FY 25/26.

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

Motion by Wichman, second by Shea, to close public hearing.

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

The following individuals appeared before the Board and spoke on the Proposed Tax Levy for FY 25/26.

- Roger Williams
- Erik Wray
- Fran Mierzwa
- Doris Williams
- Robert Lich
- Eric Joranson

2. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 10:53 A.M.

\_\_\_\_\_  
Scott Belt, Chairman

ATTEST: \_\_\_\_\_  
Mary Ann Hanusa, Auditor

APPROVED: April 8, 2025

PUBLISH: X

**April 1, 2025**

**MET IN REGULAR SESSION**

The Board of Supervisors met in regular session at 11:00 A.M. All members present. Chairman Belt presiding.

**PLEDGE OF ALLEGIANCE**

**Chairman Belt read the Public Comment Policy statement.**

**1. CONSENT AGENDA**

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

- A. March 25, 2025, Minutes as read.
- B. Environmental Health – Employment of Mark Keast as a Part-time Recycle Center Operator.
- C. Public Health – Employment of Lisa Clark as a Public Health Nurse I.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Brenda Mainwaring, President & CEO, Iowa West Foundation appeared before the Board to provide an update and discuss the 2025 grant award cycle 1.

Discussion only. No action taken.

Recognition of Barbara Cheney/Service Coordinator, Community Service for dedicated service and retirement.

Discussion only. No Action Taken.

Motion by Wichman, second by Shea, to approve setting time and date for public hearing on an amendment for the FY 2024/25 Budget for April 22, 2025, at 10:00 AM.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Miller, to approve setting time and place for public hearing on the Counties FY 25-26 Budget for April 22, 2025, at 10 A.M.

UNANIMOUS VOTE. Motion Carried.

**3. COMMITTEE APPOINTMENTS**

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

**4. RECEIVED/FILED**

- A. Salary Action(s):
  - 1) Sheriff's Office – Payroll status changes for John Hilz, Eric Shea, and Travis Kephart.
  - 2) Juvenile Detention Center – Hiring of PT Youth Corrections Worker San Juanita Castanon-Valdez.
  - 3) Conservation – Payroll status change for Hollie Larson.
  - 4) Secondary Roads – Payroll status change for Chase Rea.
  - 5) Human Resources – Payroll status change for Heather Shafer.
  - 6) Jail – Payroll status change for Megan Leggett.

**5. PUBLIC COMMENTS**

No public comment.

**6. STUDY SESSION**

Jana Lemrick/Director, Human Resources and Kate Gerber/Public Relations appeared before the Board for a discussion on Public Relations.

Discussion only. No Action Taken.

**7. ADJOURN**

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:00 P. M

\_\_\_\_\_  
Scott Belt, Chairman

ATTEST:

\_\_\_\_\_  
Mary Ann Hanusa, Auditor

APPROVED: April 8, 2025

PUBLISH: X

# **Scheduled Sessions**

**Members from the Pottawattamie  
County Prevent Child Abuse Council,  
Thriving Families Alliance staff**

**Discussion and/or decision to approve and sign  
Proclamation designating the month of April 2025 as  
Child Abuse Prevention Month.**

**POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS  
PROCLAMATION**

**CHILD ABUSE PREVENTION MONTH – APRIL 2025**

WHEREAS, the early experiences of a child impact them throughout life – both positively and negatively; and

WHEREAS, every family and child is filled with tremendous promise, and we all have a collective responsibility to prevent childhood traumatic experiences; and

WHEREAS, positive childhood experiences, such as loving caregivers and safe, stable, and nurturing relationships—play a vital role in helping children thrive; and

WHEREAS, families who receive the support they need before a crisis occurs are better equipped to provide safe, healthy, and nurturing environments; and

WHEREAS, childhood trauma, including abuse and neglect, can have long-term psychological, emotional, and physical effects throughout an individual’s lifetime and impact future generations; and

WHEREAS, strengthening families through access to concrete economic, social, and community- based supports reduces the likelihood of abuse and neglect and ensures children have the foundation for lifelong well-being; and

WHEREAS, communities must make every effort to support every child to have a great childhood and ensure families have the support needed to raise their children in safe, nurturing environments;

WHEREAS, we acknowledge that we must work together to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

NOW, THEREFORE, we, Pottawattamie County Board of Supervisors, do hereby proclaim April 2025 as Child Abuse Prevention Month and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chair	<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"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Attest: \_\_\_\_\_  
Mary Ann Hanusa, County Auditor  
Pottawattamie County, Iowa

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

**Discussion and/or decision on addition for  
pedestrian crosswalk.**



## SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 2

**To:** Snyder & Associates, Inc.  
231 Bennett Ave  
Council Bluffs, IA 51503

**Attn:**  
Phone: Auto filled  
Fax: Auto filled

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

<b>Client:</b> Pottawattamie County	
<b>Project Name:</b> Court House Pedestrian Crossing	
<b>S&amp;A Project Number:</b> 124.1398.10	<b>Original Agreement Date:</b> 11-14-24

### DESCRIPTION OF ADDITIONAL SERVICES:

Design and plans for 5<sup>th</sup> Ave Pedestrian Crossing.

Lump Sum in the amount of: \$2,0000

Hourly plus expenses per original agreement or attached fee schedule, **Choose an item.** budget: \$

Document attached:

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

Clay Lincoln

(Client)

SNYDER & ASSOCIATES, INC. (Professional)

\_\_\_\_\_  
(Type or Print Name above line)

By:

\_\_\_\_\_  
(Authorized Agent)

\_\_\_\_\_  
(Printed or typed signature)

Date:

\_\_\_\_\_

By:

\_\_\_\_\_  
(Authorized Agent)

Michael G. Geier

\_\_\_\_\_  
(Printed or typed signature)

Date: April 1, 2025

\_\_\_\_\_

Route executed to:



**Cody Pane/Medical Examiner Investigator,**  
**Medical Examiner**

**Update on the Medical Examiner's Office.**

**Other Business**

**David Bayer/Chief Information Officer,**  
**Information Technology**

**Discussion and/or decision on IT Department  
personnel and staffing.**

**Maria Sieck/Administrator, Public Health**

**Discussion and/or decision on hiring and pay  
of a new part time employee to start  
employment at a Step 6.**

**Discussion and/or decision to approve and authorize Chairman to sign Farm Lease with Dale Rief for property legally describes as: A Parcel of Land being a portion of Government Lot 7 in the South Half of the Northeast Quarter, A Portion of the Southeast Quarter, and a portion of Government Lot 6 in the Northwest Quarter of the Southeast Quarter, all in Section 23 Township 75 North, Range 44 West of the 5<sup>th</sup> Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa.**



## FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County("Landlord"), whose address for the purpose of this Lease is 223 South 6th Street, Council Bluffs Iowa 51501 and Dale Rief ("Tenant"), whose address for the purpose of this Lease is 906 Old Lincoln Hwy, Crescent, Iowa 51526.

### THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Pottawattamie County, Iowa (the "Real Estate"):

A Parcel of Land being a portion of government Lot 7 in the South Half of the Northeast Quarter, A Portion of the Southeast Quarter, and a portion of government Lot 6 in the Northwest Quarter of the Southeast Quarter, all in Section 23 Township 75 North, range 44 West of the 5th principal meridian, city of Council Bluffs, Pottawattamie County, Iowa, being more fully described as follows:

Commencing at the Southeast Comer of the Southwest Quarter of the Southeast Quarter; Thence, along the South line of said Southeast quarter, North 89 degrees 24 minutes 31 seconds West, 171.39 feet to a point on the east right-of-way line of North 15th street; thence along said east right-of-way-line, North 00 degrees 03 minutes 19 seconds east, 1250.36 feet to the true point of beginning; thence continuing along said east right-of-way-line, North 00 degrees 03 minutes 19 seconds east 1217.48 feet to a point on the South right-of-way-line of Nash Boulevard; thence along said South right-of-way-line the following 3 courses 1) North 54 degrees 57 minutes 00 seconds east 37.94 feet; 2) North 45 degrees 45 minutes 00 seconds East 327.24 feet; 3) North 30 degrees 00 minutes 32 seconds East 291.38 feet; thence South 00 degrees 34 minutes 53 seconds West, 1697.68 feet; then North 89 degrees 56 minutes 41 seconds West, 428.82 feet to the true point of Beginning.

and containing 14.359 total acres, more or less, with possession by Tenant for a term of 1 year to commence on March 1, 2025, and end on March 1, 2026. Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. Tenant may access the Real Estate after November 1, 2024 for the purpose of preparing the land for farming, including the application of chemicals, with no additional rent charged.

In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.



2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent") total annual rent of \$1,134.00 payable on March 1, 2025.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.

Phosphate and potash on oats or beans shall be allocated 0% the first year and 0% the second year, and on all other crops allocated 0% the first year and 0% the second year. Lime and trace minerals shall be allocated over 0 years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program.

6. **ENVIRONMENTAL.**

a. Landlord. To the best of Landlord's knowledge to date:

- i. Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

- b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires,

batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

**In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.**

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$33.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled.

Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. **REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.
12. **IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
13. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Tenant is not an agent of the Landlord.
16. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

20. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
21. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.
22. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
23. **INSURANCE/TAXES.** Landlord will pay all real estate taxes and maintain insurance on Landlord's interest in the Real Estate. Tenant shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured.
24. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.

DATED: \_\_\_\_\_.

TENANT:

LANDLORD:

\_\_\_\_\_  
Dale Rief, Tenant

\_\_\_\_\_  
Pottawattamie County, Landlord

\_\_\_\_\_  
Attest: Mary Ann Hanusa, Auditor

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on \_\_\_\_\_ day of April, 2025 by Scott Belt & Mary Ann Hanusa, Chairman and Auditor of Pottawattamie County.

\_\_\_\_\_  
Signature of Notary Public

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on \_\_\_\_\_ day of April, 2025 by Dale Rief.

\_\_\_\_\_  
Signature of Notary Public

# Committee Appointments

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



**Received/Filed**

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

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

**TRAVEL INFORMATION**

Name of Employee Traveling: \_\_\_\_\_

Department: \_\_\_\_\_

Destination: \_\_\_\_\_

Date of Travel: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Name of Elected Official/Department Head Authorizing Travel: \_\_\_\_\_

**PURPOSE OF TRIP**

**1. Conference Travel**

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

**2 Non-Conference Travel**

State Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Conference Name (Please give complete name) \_\_\_\_\_

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage	Airfare	
Lodging			
Meals: Breakfast	Included	Not Included	
Lunch	Included	Not Included	
Dinner	Included	Not Included	
Conf./Seminar Fee			
Other:			
Total Estimated Cost			

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

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

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

### TRAVEL INFORMATION

Name of Employee Traveling: Jon Poore

Department: Sheriff's Office- Jail

Destination: Nashville - TN

Date of Travel: FROM: 06/16/2025 TO: 06/19/2025

Name of Elected Official/Department Head Authorizing Travel: Trish Bernhards

### PURPOSE OF TRIP

#### 1. Conference Travel

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

#### 2 Non-Conference Travel

State Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Conference Name (Please give complete name) Equivant Correction User Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 411.66
Lodging			\$ 550.00
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 66.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 69.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 108.00
Conf./Seminar Fee			\$ 0.00
Other:			
Total Estimated Cost			\$ 1,204.66

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

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

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

### TRAVEL INFORMATION

Name of Employee Traveling: Shawn Jensen

Department: Sheriff's Office- Jail

Destination: Nashville - TN

Date of Travel: FROM: 06/16/2025 TO: 06/19/2025

Name of Elected Official/Department Head Authorizing Travel: Trish Bernhards

### PURPOSE OF TRIP

#### 1. Conference Travel

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

#### 2 Non-Conference Travel

State Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Conference Name (Please give complete name) Equivant Correction User Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 373.66
Lodging			\$ 550.00
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 66.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 69.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 108.00
Conf./Seminar Fee			\$ 0.00
Other:			
Total Estimated Cost			\$ 1,166.66

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

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

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### TRAVEL INFORMATION

Name of Employee Traveling: Shannon Holman

Department: Sheriff's Office- Jail

Destination: Forth Worth - TX

Date of Travel: FROM: 05/16/2025 TO: 05/21/2025

Name of Elected Official/Department Head Authorizing Travel: Trish Bernhards

### PURPOSE OF TRIP

#### 1. Conference Travel

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

#### 2 Non-Conference Travel

State Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Conference Name (Please give complete name) AJA Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 371.96
Lodging			\$ 826.97
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 110.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 165.00
Conf./Seminar Fee			\$ 400.00
Other:			
Total Estimated Cost			\$ 1,873.93

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



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

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### TRAVEL INFORMATION

Name of Employee Traveling: Corey Little

Department: Sheriff's Office- Jail

Destination: Forth Worth - TX

Date of Travel: FROM: 05/16/2025 TO: 05/21/2025

Name of Elected Official/Department Head Authorizing Travel: Trish Bernhards

### PURPOSE OF TRIP

#### 1. Conference Travel

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

#### 2 Non-Conference Travel

State Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Conference Name (Please give complete name) AJA Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 371.96
Lodging			\$ 826.97
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 110.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 165.00
Conf./Seminar Fee			\$ 400.00
Other:			
Total Estimated Cost			\$ 1,873.93

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

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

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

### TRAVEL INFORMATION

Name of Employee Traveling: Kyle Hackett

Department: Sheriff's Office- Jail

Destination: Forth Worth - TX

Date of Travel: FROM: 05/16/2025 TO: 05/21/2025

Name of Elected Official/Department Head Authorizing Travel: Trish Bernhards

### PURPOSE OF TRIP

#### 1. Conference Travel

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

#### 2 Non-Conference Travel

State Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Conference Name (Please give complete name) AJA Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 371.96
Lodging			\$ 826.97
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 110.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 165.00
Conf./Seminar Fee			\$ 400.00
Other:			
Total Estimated Cost			\$ 1,873.93

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

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

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### TRAVEL INFORMATION

Name of Employee Traveling: Ryan Hecker

Department: Sheriff's Office- Jail

Destination: Forth Worth - TX

Date of Travel: FROM: 05/16/2025 TO: 05/21/2025

Name of Elected Official/Department Head Authorizing Travel: Trish Bernhards

### PURPOSE OF TRIP

#### 1. Conference Travel

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

#### 2 Non-Conference Travel

State Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Conference Name (Please give complete name) AJA Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 371.96
Lodging			\$ 826.97
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 110.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 165.00
Conf./Seminar Fee			\$ 400.00
Other:			
Total Estimated Cost			\$ 1,873.93

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



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

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

**TRAVEL INFORMATION**

Name of Employee Traveling: Ambert Roberts

Department: Sheriff's Office- Jail

Destination: Forth Worth - TX

Date of Travel: FROM: 05/16/2025 TO: 05/21/2025

Name of Elected Official/Department Head Authorizing Travel: Trish Bernhards

**PURPOSE OF TRIP**

**1. Conference Travel**

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

**2 Non-Conference Travel**

State Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Conference Name (Please give complete name) AJA Conference

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 371.96
Lodging			\$ 826.97
Meals: Breakfast	Included <input checked="" type="checkbox"/>	Not Included <input type="checkbox"/>	\$ 0.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 110.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 165.00
Conf./Seminar Fee			\$ 400.00
Other:			
<b>Total Estimated Cost</b>			<b>\$ 1,873.93</b>

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

# Public Comments

**Closed Session**