

# Consent Agenda

**March 30, 2021**

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

**1. CONSENT AGENDA**

After discussion was held by the Board, a Motion was made by Shea, and second by Schultz, to approve:

- A. March 23, 2021, Minutes as read.
- B. Jail - Employment of Cameron Goodell, Bailey Ceder, and Destiny Clark as Detention Officers
- C. Public Health – Employment of Jason Kuehnhold as Disease Investigator
- D. Board of Supervisors – Employment of Mitch Kay as Budget & Finance Director
- E. Renewal of Class B Beer (BB) (Includes Wine Coolers) Liquor License, granting privileges of Class B Beer (BB) (Includes Wine Coolers)/Outdoor Service/Sunday Sales for Westfair Association, d/b/a/ Westfair, Council Bluffs.
- F. Renewal of Class E Liquor License (LE), granting privileges of Class B Wine Permit; Class C Beer Permit (Carryout Beer); Class E Liquor License (LE), and Sunday Sales for Kum & Go LC d/b/a Kum & Go #23, Neola.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion made by Schultz, second by Shea, to approve and sign Proclamation designating the month of April 2021 as Child Abuse Prevention Month.

**POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS  
PROCLAMATION**

**CHILD ABUSE PREVENTION MONTH – APRIL 2021**

**WHEREAS**, nationally, it is estimated that more than 1,540 children die each year from child abuse and neglect; and

**WHEREAS**, both locally and nationally, child abuse is considered to be one of the most serious public health problems with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological and behavioral disorders; and

**WHEREAS**, promoting family functioning and resiliency, social support systems, concrete supports, nurturing and attachment, and knowledge of parenting and child development are all known protective factors which prevent child maltreatment and help strengthen families; and

**WHEREAS**, child abuse prevention is an acknowledged community responsibility. On behalf of Iowa's children, this month and every month, we join Promise Partners to commit to prevent child abuse and neglect and to ensure a great childhood for every child.

**THEREFORE, We, the Pottawattamie County Board of Supervisors, Do hereby proclaim April 2021 as**

**CHILD ABUSE PREVENTION MONTH**

*“In Pottawattamie County, Iowa and encourage all citizens, community agencies, religious organizations, medical facilities, and businesses to partner in efforts to prevent child abuse and neglect, thereby strengthening the communities in which we live.”*

**IN WITNESS WHEREOF**, I have caused my signature and Seal of Pottawattamie County, Iowa to be affixed this 30<sup>th</sup> day of March, 2021.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
	○	○	○	○
_____ Scott Belt, Chairman				
_____ Tim Wichman	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○
Attest: _____ Melvyn Houser, County Auditor Pottawattamie County, Iowa				

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Schultz, to open Public Hearing on Discussion regarding Compensation Board’s recommendations for elected officials for FY 2021/22; and discussion regarding the Pottawattamie County Budget for FY 2021/22.

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

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

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 24-2021**, regarding Compensation Boards recommendation for elected officials for FY 2021/22.

**Resolution No. 24-2021** is laid out as follows:

**RESOLUTION NO. 24-2021**

**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 16<sup>th</sup> day of December 2020, and recommended a 2.5% increase for all County elected officials, for the fiscal year beginning July 1, 2021.

**THEREFORE, BE IT RESOLVED** that the Pottawattamie County Board of Supervisors hereby adopts the Compensation Board’s recommended 2.5% salary increase for all Pottawattamie County elected officials for the fiscal year beginning July 1, 2021. Said increases shall be as follows:

Elected Official	Approved Salary for FY 2021/2022
Attorney	\$147,075
Auditor	\$90,568
Recorder	\$90,568
Sheriff	\$140,747
Supervisors	\$49,196
Treasurer	\$90,568

**Dated this 30<sup>th</sup> day of March, 2021.**

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
	○	○	○	○
_____ Scott Belt, Chairman	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____	○	○	○	○

Lynn Grobe

\_\_\_\_\_  
Justin Schultz                                      ○     ○           ○     ○

\_\_\_\_\_  
Brian Shea     ○     ○           ○     ○

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

Roll Call Vote: **AYES: Belt, Wichman, Grobe, Schultz, Shea**

Motion by Schultz, second by Grobe, to approve and authorize Board to sign **Resolution No. 25-2021**, regarding Pottawattamie County Budget for FY 2021/22 . **Resolution No. 25-2021** is laid out as follows:

**RESOLUTION NO. 25-2021**

**WHEREAS**, the Board of Supervisors of Pottawattamie County, after due consideration of estimated income and expenses for Fiscal Year 2021-2022, 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, March 30, 2021, 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 \_\_\_\_\_, and a second by Supervisor \_\_\_\_\_, the Fiscal Year 2021-2022 budget was adopted.

Chairman Belt called for a roll call vote, the results being: Belt-\_\_\_\_\_; Wichman-\_\_\_\_\_; Grobe-\_\_\_\_\_; Schultz-\_\_\_\_\_; and Shea-\_\_\_\_\_. Motion carried.

**Dated this 30<sup>th</sup> day of March, 2021.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	○	○	○	○
_____ Tim Wichman	○	○	○	○
_____ Lynn Grobe	○	○	○	○
_____ Justin Schultz	○	○	○	○
_____ Brian Shea	○	○	○	○

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

Roll Call Vote: **AYES: Belt, Wichman, Grobe, Schultz, Shea**

After Discussion was held by the Board, a motion by Wichman, second Schultz, to approve Second Consideration of **Ordinance No. 2021-03** entitled: An Ordinance Providing for the

Division of Taxes Levied on Taxable Property in the Pottawattamie County Industrial Park Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa; and to adopt **Ordinance No. 2021-03** into Law.

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

Motion by Wichman, second by Schultz, to open Public Hearing on First Consideration of Ordinance No. 2021-02, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5.0 acres from a Class A-2 (Agricultural Production) to a Class C-1 (Highway Commercial) District and to set Second Consideration for April 6<sup>th</sup>, 2021 at 10:00 A.M.

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

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

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

Motion by Shea, second by Schultz, to approve First Consideration of **Ordinance No. 2021-02**, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5.0 acres from a Class A-2 (Agricultural Production) to a Class C-1 (Highway Commercial) District; and setting date for Second Consideration for April 6<sup>th</sup>, 2021 at 10:00 A.M.

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

After discussion was held by the Board, a Motion was made by Wichman, and second by Shea, to approve CRC 027R – Bullet Resistant Panels Credit. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and second by Schultz, to approve quote and funding of Furniture for shared conference rooms and break room in B-Wing to be taken from the General Fund. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and second by Schultz, to approve and authorize Chairman to sign agreement with Bishop Business for Managed Print Services. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Schultz, to approve and authorize Chairman to sign Staffing Service Agreement with CAMILLUS STAFFING, LLC dba NEXTAFF. UNANIMOUS VOTE. Motion Carried.

### 3. OTHER BUSINESS

Discussion was held on the Job Description for the Finance Officer in the Auditor's Office. Discussion only. No action taken.

### 4. RECEIVED/FILED

#### A. Salary Actions:

- 1) Jail – Payroll Status Change of Brent Fauble, Jacob Meyer, Randie Hardiman
- 2) Communications – Payroll Status Change of Joshua Derrington
- 3) Planning/Public Health – Payroll Status Change of Tracy Nosekabel
- 4) Conservation – Employment of Nolan Moore as Seasonal Park Aide
- 5) Conservation – Employment of Alec Mass as Park Ranger Intern
- 6) Conservation – Employment of Connor Williams and Daniel Pauley as NAM Intern

#### B. Reports

- 1) Sheriff's Report of Fees Disbursed and Collected for February 2021

**5. ADJOURN**

Motion by Wichman, second by Shea, to adjourn meeting.  
UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:37A.M.

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Scott Belt, Chairman

ATTEST: 

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Melvyn Houser, Pottawattamie County Auditor

APPROVED: April 13, 2021  
PUBLISH: X

**April 6, 2021**

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

**1. CONSENT AGENDA**

After discussion was held by the Board, a Motion was made by Wichman, and second by Schultz to approve:

- A. Publication of Claims Allowed for March 2021
- B. Jail – Employment of Ryan LaFave as Jail Nurse/RN

UNANIMOUS VOTE. Motion Carried.

A Motion was made by Wichman, second by Schultz, to amend the Board minutes from March 30<sup>th</sup>, 2021 to change funding for B-Wing conference room furniture from the Gaming Fund to the General Fund. UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion by Shea, second by Grobe, to approve Second Consideration of **Ordinance No. 2021-02**, an Ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 5.0 acres from a Class A-2 (Agricultural Production) to a Class C-1 (Highway Commercial) District; and to adopt **Ordinance No. 2021-02** into law.

**Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea**

Motion made by Wichman, second by Shea, to approve and authorize Chairman to sign Pottawattamie County Subaward Agreement to provide federal assistance from the HMGP 4421DR. UNANIMOUS VOTE. Motion Carried.

Motion made by Shea, second by Grobe, to approve and authorize Chairman to sign Omaha-Council Bluffs Metropolitan Area Planning Agency Agreement for Service on the Pottawattamie County Acquisition Project HMGP 4421DR and not to exceed \$32,000. UNANIMOUS VOTE. Motion Carried.

Motion made by Schultz, second by Shea, to set Public Hearing Date for Public Hearing on the plans, specifications, form of contract and estimated total cost of construction for the Combined Contract for the Pottawattamie County Sheriff's Office Expansion project for April 27, 2021 at 10:00 A.M.; and to approve publication of Notice of Public Hearing.

UNANIMOUS VOTE. Motion Carried.

Motion made by Schultz, second by Shea, to approve and authorize Chairman to sign 2021 Pottawattamie County Housing Trust Fund Grant Agreement between Pottawattamie County General Assistance Fund and Pottawattamie County Housing Trust Fund, Inc. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and second by Schultz, to approve CRC 053 – Exhaust Fan -1 Conflict. UNANIMOUS VOTE. Motion Carried.

Jason Slack, Director of Buildings and Grounds appeared before the Board to provide an update and discuss the cancelled change orders pertaining to the Courthouse Renovation Project. Discussion only. No action taken.

Jason Slack, Director of Buildings and Grounds appeared before the Board to provide an update and discuss the demolition plan for the Services Building. Discussion only. No action taken.

### 3. OTHER BUSINESS

Motion made by Wichman, second by Schultz, to approve and authorize Chairman to sign Grant Agreement with Iowa West Foundation for the purpose of providing grant funding for the 2021 CITIES Program Re-Capitalization program. UNANIMOUS VOTE. Motion Carried.

Motion made by Schultz, second by Shea, to approve and authorize Chairman to sign Purchase Order – Lease, Government Product Lease Agreement, and Why Wait Program Agreement with Quadient Inc. for a term of five years for an upgraded postage machine and folding machine. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Wichman, and second by Shea, to approve job description for Epidemiologist. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Schultz, and second by Shea, to approve job description for Finance & Tax Officer.

AYES: Belt, Grobe, Schultz, Shea NAYS: Wichman Motion Carried.

### 4. RECEIVED/FILED

#### A. Salary Actions:

- 1) Auditor – Payroll Status Change for Out of Class Pay for Becky Lenihan
- 2) Conservation – Payroll Status Change for Ryan Penney
- 3) Planning – Payroll Status Change for Paula Good
- 4) Attorney – Payroll Status Change for Emily Grothe, Kerrie Snyder

### 5. CLOSED SESSION

Motion by Schultz, second by Shea, to go into Closed Session pursuant Iowa Code 21.5(1)(j), for discussion and/or decision on the purchase or sale of particular real estate.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea

Motion by Shea, second by Schultz, to go out of Closed Session.

Roll Call Vote: AYES: Belt, Wichman, Grobe, Schultz, Shea

### 6. SCHEDULED SESSIONS

A workshop was held with Department Heads and Elected Officials on Community Project Funding and potential Capital Improvements. Discussion only. No action taken.

### 7. ADJOURN

Motion by Schultz, second by Shea , to adjourn meeting. UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 1:59 P.M.

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Scott Belt, Chairman

ATTEST:

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Melvyn Houser, Pottawattamie County Auditor

APPROVED: April 13, 2021

PUBLISH: X



# **Scheduled Sessions**

# **Deb Masker/ Southwest Iowa** **Leadership Academy**

Presentation on Southwest Iowa Leadership Academy

**Matt Wyant/Director, Planning & Development  
and/or Pam Kalstrup/Acting Director**

**Public Hearing and Discussion and/or decision to approve:**

**Resolution No. 28-2021 entitled: AUTHORIZING  
INTERNAL LOAN TO FUND URBAN RENEWAL  
PROJECT COSTS**

# RESOLUTION NO. 28-2021

## AUTHORIZING INTERNAL ADVANCE TO FUND URBAN RENEWAL PROJECT COSTS

**WHEREAS**, the Board of Supervisors of Pottawattamie County, Iowa (the “County”), has established the Pottawattamie County Industrial Park Urban Renewal Area (the “Urban Renewal Area”) and has established the Pottawattamie County Industrial Park Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

**WHEREAS**, the County has proposed to undertake a certain urban renewal project (the “Project”) in the Urban Renewal Area, consisting of the construction of certain public infrastructure improvements, including street and storm water drainage improvements, necessary for the development of an industrial park; and

**WHEREAS**, it has been proposed that the County facilitate an internal advance of funds in the amount of \$540,000 (the “Advance”) in order to pay a portion of the costs of the Project, and, pursuant to Section 331.479 of the Code of Iowa, the County has published notice and has held a public hearing on such proposal on April 13, 2021, and

**WHEREAS**, the County desires to make the Advance eligible to be repaid from future incremental property tax revenues to be derived from the Urban Renewal Area;

**NOW, THEREFORE, IT IS RESOLVED** by the Board of Supervisors, as follows:

**Section 1.** It is hereby directed that the Advance in the amount of FIVE HUNDRED FORTY THOUSAND DOLLARS (\$540,000) be advanced for the funding of the Project from the County’s Impact Fund. The Advance shall be repaid to the County’s Impact Fund, with interest at the per annum rate of 2.00%, out of future incremental property tax revenues received into the Tax Increment Fund. Interest shall be calculated from April 1, 2021, and shall be computed on the basis of the actual 365-day calendar year.

It is intended that the Advance, plus accrued interest thereon, shall be repaid in one or more annual installments on or before June 1, 2034, provided however that repayment of the Advance is subject to the determination of the Board of Supervisors that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the Board of Supervisors reserves the right to appropriate funds, or to withhold such appropriation, at its discretion. All payments made will be applied first to accrued interest and then to the principal amount of the Advance.

**Section 2.** A copy of this Resolution shall be filed in the office of the County Auditor of Pottawattamie County to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the County Auditor is hereby directed to certify, no later than December 1, 2021, the original amount of the Advance.

**Section 3.** All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

**Dated this 13<sup>th</sup> day of April, 2021.**

### ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<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"/>

<hr/> Lynn Grobe	○	○	○	○
<hr/> Justin Schultz	○	○	○	○
<hr/> Brian Shea	○	○	○	○

ATTEST: 

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Melvyn Houser, County Auditor

**Matt Wyant/Director, Planning & Development  
and/or Pam Kalstrup/Acting Director**

**Public Hearing and Discussion and/or decision to approve:**

**Resolution No. 27-2021 entitled: RESOLUTION  
APPROVING AMENDED DEVELOPMENT AGREEMENT  
WITH ARMSTRONG INVESTMENTS, LLC,  
AUTHORIZING TAX INCREMENT PAYMENTS AND  
PLEDGING CERTAIN TAX INCREMENT REVENUES TO  
THE PAYMENT OF THE AGREEMENT.**

## **RESOLUTION NO. 27-2021**

### **RESOLUTION APPROVING AMENDED DEVELOPMENT AGREEMENT WITH ARMSTRONG INVESTMENTS, LLC, AUTHORIZING TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT**

**WHEREAS**, Pottawattamie County, Iowa (the “County”), pursuant to and in strict compliance with all laws applicable to the County, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Pottawattamie County Industrial Park Urban Renewal Area (the “Urban Renewal Area”); and

**WHEREAS**, this Board of Supervisors has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the County for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

**WHEREAS**, the County has previously entered into a certain development agreement (the “Original Agreement”) with Armstrong Investments, LLC (the “Developer”) in connection with the construction of public infrastructure and the platting and marketing of lots necessary for the development of an industrial park (the “Project”); and

**WHEREAS**, the County and the Developer now propose to amend the Original Agreement in order to (1) provide for incremental property tax payments to be made to the Developer in an amount not to exceed \$200,000 under the authority of Section 403.9(1) of the Code of Iowa; and (2) make other related changes; and

**WHEREAS**, an amended agreement (the “Amended Agreement”) has been prepared to set forth the new understanding between the County and the Developer; and

**WHEREAS**, this Board of Supervisors, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Amended Agreement on April 13, 2021, and has otherwise complied with statutory requirements for the approval of said Amended Agreement; and

**WHEREAS**, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a County may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

**WHEREAS**, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a Board of Supervisors must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

**WHEREAS**, Chapter 15A requires that in determining whether funds should be spent, a Board of Supervisors must consider any or all of a series of factors;

**NOW, THEREFORE**, It Is Resolved by the Board of Supervisors of Pottawattamie County, Iowa, as follows:

**Section 1.** Pursuant to the factors listed in Chapter 15A, the Board hereby reaffirms that:

(a) The Project will add diversity and generate new opportunities for the Pottawattamie County and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

**Section 2.** The Board of Supervisors further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Amended Agreement and providing the incremental property tax payments to the Developer.

**Section 3.** The Amended Agreement is hereby approved and the Chairperson and County Auditor are hereby authorized and directed to execute and deliver the Amended Agreement on behalf of the County, in substantially the form and content in which the Amended Agreement has been presented to this Board of Supervisors, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Agreement.

**Section 4.** As provided and required by Chapter 403 of the Code of Iowa, the County's obligations under the Amended Agreement shall be payable solely from a subfund (the "Armstrong Investments, LLC Subfund") into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

*Certain real property situated in Pottawattamie County, State of Iowa more particularly described as follows:*

I-29/I-80 INDUSTRIAL PARK LT 2  
I-29/I-80 INDUSTRIAL PARK LT 3  
I-29/I-80 INDUSTRIAL PARK LT 4  
I-29/I-80 INDUSTRIAL PARK LT 5  
I-29/I-80 INDUSTRIAL PARK LT 6  
I-29/I-80 INDUSTRIAL PARK LT 7  
I-29/I-80 INDUSTRIAL PARK LT 8  
I-29/I-80 INDUSTRIAL PARK LT 9  
I-29/I-80 INDUSTRIAL PARK LT 10  
I-29/I-80 INDUSTRIAL PARK LT 11  
I-29/I-80 INDUSTRIAL PARK LT 12  
I-29/I-80 INDUSTRIAL PARK LT 13  
I-29/I-80 INDUSTRIAL PARK LT 14

**Section 5.** The County hereby pledges to the payment of its obligations under the Amended Agreement the Armstrong Investments, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund.

**Section 6.** After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Pottawattamie County to evidence the continuing pledging of the Armstrong Investments, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

**Section 7.** All resolutions or parts thereof in conflict herewith are hereby repealed.



**Dated this 13<sup>th</sup> day of April, 2021.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<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"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<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"/>

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

AMENDED AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

POTTAWATTAMIE COUNTY

AND

ARMSTRONG INVESTMENTS LLC

\_\_\_\_\_, 2021

AMENDED AGREEMENT FOR  
PRIVATE DEVELOPMENT

THIS AMENDED AGREEMENT FOR PRIVATE DEVELOPMENT, is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between POTTAWATTAMIE COUNTY, IOWA, a municipality (“County”), established pursuant to the laws of the State of Iowa and acting under the authorization of Chapter 403 and Chapter 15A of the Code of Iowa, 2021, as amended (“Urban Renewal Act”) and ARMSTRONG INVESTMENTS, LLC, a Nebraska limited liability company (“Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the County has undertaken a program for the development of an economic development area in the County and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Pottawattamie County Industrial Park Urban Renewal Area (the “Urban Renewal Area”), which is described in the Pottawattamie County Industrial Park Urban Renewal Plan approved for such Urban Renewal Area by Resolution No. 59-2020 on July 21, 2020 (the “Urban Renewal Plan”); and

WHEREAS, the Developer owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, the Developer is willing to cause certain Water Improvements to be constructed to provide water service to the Development Property, plat the Development Property to create multiple lots for industrial businesses in the Urban Renewal Area, and market the lots for the development to industrial businesses thereon for the businesses’ construction of certain Minimum Improvements (the “Project”); and

WHEREAS, the County is willing to cause certain Pubic Improvements to be constructed in the Urban Renewal Area to support the development of lots on the Development Property; and

WHEREAS, the County and the Developer entered into a Development Agreement (the “Original Agreement”) dated August 18, 2020, in connection with the Developer’s undertaking of the Project on the Development Property; and

WHEREAS, it is now necessary to amend the Original Agreement to provide for incremental property tax payments to the Developer and to make other related changes; and

WHEREAS, this Amended Development Agreement (the “Agreement”) has been prepared to set forth the updated, mutual understanding between the County and the Developer and to replace the Original Agreement; and

WHEREAS, the County believes that the development of the Development Property and Urban Renewal Area pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the County and in accord with the public purposes and

provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Amended Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Annual Certification means the certifications that the Developer must complete and submit to the County each year as described in Section 6.7 of this Agreement and attached hereto as Exhibit C.

Armstrong Investments Subfund means a separate account within the Pottawattamie County Industrial Park Urban Renewal Tax Increment Revenue Fund of the County in which Development Property TIF received by the County with respect to the Minimum Improvements and the Development Property shall be deposited.

Base Valuation shall mean the taxable valuation of the Development Property as of January 1 of the year prior to the year in which the County first certifies a tax increment debt against the Development Property.

Code means the Code of Iowa, 2021, as amended.

Commencement Date means the date of this Agreement.

County means Pottawattamie County, Iowa.

County Internal Advance means the internal advance of County funds to pay the costs of constructing the Public Improvements, including accrued interest thereon.

Developer means Armstrong Investments LLC, a Nebraska limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Pottawattamie County Industrial Park Urban Renewal Area described in Exhibit A attached to this Agreement.

Development Property TIF means the Incremental Property Tax Revenues derived relative to the Minimum Improvements and the Development Property divided and made available to the County for deposit in to the Armstrong Investments Subfund of the Pottawattamie County Industrial Park Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance measured from and above the Base Valuation.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Incremental Property Tax Revenues means the amount of dollars calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Development Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Development Property, as shown on the property tax rolls of Pottawattamie County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Minimum Improvements means the structures constructed on lots on the Development Property.

Ordinance means Ordinance Number 2021-03 of the County, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Pottawattamie County Industrial Park Urban Renewal Tax Increment Revenue Fund.

Payments means the payments to be made by the County to the Developer under Article VIII of this Agreement.

Project shall mean the Developer's construction of the Water Improvements on the Development Property, the Developer's creation and marketing of the lots for industrial development, and the development of industrial businesses on the Development Property, as described in this Agreement.

Pottawattamie County Industrial Park Urban Renewal Tax Increment Revenue Fund means the special fund of the County created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 3331 of the Code, incurred by the County to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Public Improvements means the street and storm sewer improvements to be constructed by County within the Urban Renewal Area, as more particularly described in Exhibit B.

RISE Eligible means development or businesses that are value-adding and bring new dollars to the State from outside of the State, subject to the Iowa Administrative Code provisions regarding the Iowa Department of Transportation's RISE Program. Examples of development and businesses that are NOT "RISE Eligible" are companies providing local services, residential development, health facilities, retail development, local government facilities, and commercial business such as gas stations, truck washes, and restaurants.

RISE Grant Reimbursement Payments means those payments that may be made by the Developer to the County pursuant to the terms and conditions of Section 6.6(c).

Shortfall Payments means those payments that may be made by the Developer to the County pursuant to the terms and conditions of Section 4.5.

State means the State of Iowa.

Term means the time period beginning on and including the Commencement Date and ending on and including the Termination Date.

Termination Date means the date of termination of this Agreement, as established in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the County with respect to the County's obligations).

Urban Renewal Area means the area known as the Pottawattamie County Industrial Park Urban Renewal Area.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Pottawattamie County Industrial Park Urban Renewal Area, described in the preambles hereof.

Water Improvements means the water infrastructure to be constructed by the Developer to provide water service to the lots on the Development Property, which water infrastructure will be owned and operated by Council Bluffs Water Works.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County makes the following representations and warranties:

a. The County is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the County is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the County only, and not of any governing body member, officer, agent, servant, or employee of the County in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. Armstrong Investments LLC, is a Nebraska limited liability company, duly organized and validly existing under the laws of the State of Nebraska and duly registered to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the County, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the County has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

f. The Developer will cause the Water Improvements and the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations.

g. The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the

Water Improvements may be lawfully constructed. The Developer will require the buyers of lots on which the Minimum Improvements are to be constructed to obtain in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

h. The Developer will dedicate any easements on the Development Property related to the Public Improvements, if any, to the County at no cost to the County.

i. The Developer will cooperate fully with the County in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Water Improvements.

j. The Developer expects that, barring Unavoidable Delays, construction of the Water Improvements shall be complete on or before August 31, 2021.

k. Developer will not seek to change the current land assessment category, or the zoning classification, of the Development Property or the Minimum Improvements during the term of this Agreement.

### ARTICLE III. CONSTRUCTION OF WATER IMPROVEMENTS AND MINIMUM IMPROVEMENTS, AND TAXES

#### Section 3.1. Construction of Water Improvements.

a. The Developer agrees that it will cause the Water Improvements to be constructed to provide water service to the Development Property. The Developer agrees that the scope and scale of the Water Improvements shall be sufficient to meet the standards of Council Bluffs Water Works and to comply with all applicable local, state, and federal laws, rules, and regulations. The Developer represents and warrants that it shall work cooperatively with Council Bluffs Water Works during and following construction of the Water Improvements, and that Developer is constructing the Water Improvements to be owned and operated by Council Bluffs Water Works.

b. Subject to Unavoidable Delays, the Developer shall cause construction of the Water Improvements to be undertaken and completed by the date forth in Section 2.2(j) or such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

c. Upon completion of the Water Improvements, the Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Water Improvement Costs") incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the County, confirming that such Water Improvement Costs detailed in such Costs Documentation were in fact incurred in the construction of the Water Improvements and that such Water Improvement Costs are of an amount reasonably to have been expected with respect to such construction. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.



The Water Improvement Costs may include costs relating designing and constructing the Water Improvements, landscaping and grading the Water Improvements, interest expense and other costs of financing, and other reasonably related costs of carrying out the Water Improvements.

Section 3.2. Construction of Minimum Improvements. The Developer is developing lots on the Development Property with the intention and expectation that Minimum Improvements will be constructed on the Development Property.

Section 3.3. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or any portion thereof, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property, or any portion thereof, between the date of execution of this Agreement and the Termination Date.

#### ARTICLE IV. PUBLIC IMPROVEMENTS

Section 4.1. Conditions Precedent to Construction of Public Improvements. It is recognized and agreed that the ability of the County to perform the obligations described in this Agreement with respect to construction of the Public Improvements, is subject to completion and satisfaction of certain separate Board of Supervisors actions and required legal proceedings, and subject to each of the following conditions precedent:

a. The ability of the County to meet its commitments under this Agreement is subject in all respects to completion of all required proceedings under Chapter 403 of the Code to effect adoption of the Urban Renewal Plan authorizing the Public Improvements as an urban renewal project; and

b. The County shall have completed all applicable public bidding requirements for the Public Improvements in the County's sole discretion and shall have awarded a contract for the Public Improvements acceptable to the County in its sole discretion; and

c. The Developer negotiating in good faith with the County to provide and providing all necessary public utility easements, if any, over and through the Development Property with no compensation to Developer; and

d. The completion and satisfaction of certain separate Board of Supervisor actions and all required legal proceedings relating to the financing necessary for the construction of the Public Improvements, if any (in the sole judgment of bond counsel for the County); and

e. The County shall have secured financing for the construction of the Public Improvements, such as the completed sale of bonds, if any, on such terms and conditions as it shall deem necessary or desirable in its sole discretion; and

f. There has not been a substantial change for the worse in the resources of Developer, which changes make it likely that the Developer will be unable to fulfill its covenants and obligations under this Agreement; and

g. The Developer shall be in material compliance with all of the terms and provisions of this Agreement.

Section 4.2. RISE Grant. Developer and County acknowledge that County has been approved by the Iowa Department of Transportation for a RISE program grant, pursuant to Iowa DOT Agreement No. 2020-R-017 (the “RISE Contract”), in connection with the Public Improvements (which are further described in Exhibit B and Exhibit B-2). The RISE Contract has already been executed by the County and the Iowa Department of Transportation. Accordingly, in addition to the conditions precedent set forth in Section 4.1, the County’s continued eligibility to receive the RISE funds under the RISE Contract, including that no default has occurred under the RISE Contract and the RISE Contract has not been terminated, is a condition to the County’s construction of the Public Improvements.

Section 4.3. Construction of the Public Improvements. Contingent on the Developer’s compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in Section 4.1 of this Agreement, the County intends to fund and then construct the Public Improvements. The County’s obligation to construct the Public Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the County) by Chapters 384 and 403 of the Code including the holding of all required public hearings relating to the same.

Section 4.4. No Special Legal Entitlements. Developer recognizes and agrees that the Public Improvements shall be owned and maintained by the County and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Public Improvements. The Parties agree that the County and other Indemnified Parties are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the Public Improvements for any particular purpose.

Section 4.5. Shortfall Payments. For and in consideration of the County’s construction of the Public Improvements, in addition to its other obligations under this Agreement, Developer

agrees to make Shortfall Payments, subject to the following terms and conditions; provided, however, that in no event will the aggregate amount of Shortfall Payments exceed the amount of the principal and interest payments (collectively, the “Debt Service”) for the County Internal Advance, plus any late payment interest.

a. In the event that, for any reason whatsoever, including but not limited to, a change in the tax laws of the State of Iowa (for example, a change in commercial rollback to determine taxable value or a change in the manner in which incremental taxes are calculated under Iowa Code Section 403.19), the Development Property TIF collected on the Development Property and Minimum Improvements in any fiscal year, pursuant to Iowa Code Section 403.19, is forecasted to be insufficient to fully pay the fiscal year’s annual Debt Service for the County Internal Advance, then Developer agrees to promptly make a payment to the County equal to the difference between the amount of the forecasted available Development Property TIF and the fiscal year’s annual Debt Service for such County Internal Advance (the “Shortfall Payment”). The intent of this provision is to ensure if, for any reason, the Development Property TIF is not sufficient to make the County’s annual Debt Service payments on the County Internal Advance, the Developer shall promptly make a Shortfall Payment to the County so that the County can make all Debt Service payments on the County Bonds when due.

The County Internal Advance shall be issued by the County in the amount of \$540,000 to be repaid from the Development Property TIF in equal principal installments of \$54,000 each beginning in the first year for which Development Property TIF becomes available and continuing for a period of nine (9) additional fiscal years, with interest thereon at the rate of 1.5% per annum.

b. The County shall give reasonable written notice to Developer of Developer’s obligation to pay a Shortfall Payment, at least 90 days prior to the date when the County’s next Debt Service payment is due, and Developer shall pay the Shortfall Payment to the County no later than 30 days after the County’s written request. If the Shortfall Payment is not made when due, interest at a rate of 8% per annum shall accrue from the due date of the Shortfall Payment.

c. The Developer further acknowledges and agrees that before making any Development Property TIF available to fund the Payments to the Developer, the County will first deduct therefrom an amount (the “Internal Advance Debt Service Deduction”) sufficient to pay the Debt Service on the County Internal Advance.

## ARTICLE V. INSURANCE

### Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or, with respect to lots on the Development Property which Developer has conveyed to third parties, will use commercially reasonable efforts to cause its successors in interest to maintain, at all times until the Termination Date of this Agreement:

i. Insurance against loss and/or damage to the Development Property and the improvements constructed thereon, including the Minimum Improvements, under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious

mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of such improvements.

ii. Such other insurance, including workers' compensation insurance, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

b. With respect to those portions of the Development Property owned by Developer, including any improvements thereon, Developer agrees to notify the County immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Development Property or improvements thereon, or any portion thereof resulting from fire or other casualty. Developer agrees to use any proceeds paid by an insurer to Developer under a policy or policies maintained by Developer on the Development Property or improvements thereon shall be paid directly to Developer (as applicable to the specific policy), and Developer will apply such proceeds to the payment or reimbursement of the repair, reconstruction, and restoration of the Development Property and the improvements thereon, as applicable. Developer agrees to repair, reconstruct, or restore the Development Property and the improvements thereon, as applicable, to substantially the same or an improved condition or value as they existed prior to the event causing such damage. Developer shall complete the repair, reconstruction, and restoration of the Development Property and the improvements thereon, as applicable, whether or not such proceeds of insurance received by Developer for such purposes are sufficient to complete such repair, reconstruction, and restoration.

## ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

Section 6.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The Developer will comply with all state, federal and local laws, rules and regulations relating to the Water Improvements, Minimum Improvements, Development Property, and the Project.

Section 6.4. Non-Discrimination. In the development of the Development Property and other actions related to the Project, the Developer shall not discriminate against any applicant or employee because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants or employees are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the County with copies of information requested by County that are related to this Agreement or the Project so that County can determine compliance with the Agreement.

Section 6.6. RISE Eligible Businesses; RISE Grant Reimbursement Payments.

a. Developer is undertaking the development of the Development Property and causing construction of the Minimum Improvements with the anticipation that the Minimum Improvements, as well as other portions of the Development Property, will be occupied by commercial or industrial enterprises that will be employing individuals at least until the Termination Date of this Agreement. Developer acknowledges the requirements of the RISE Contract, including that the majority of the RISE project area (depicted in Exhibit B-2 and overlapping the Development Property) must be developed and maintained as RISE Eligible.

b. For and in consideration of the County's construction of the Public Improvements, which are subject to the terms of the RISE Contract, Developer agrees that it shall only sell lots on the Development Property to businesses that are RISE Eligible businesses.

c. If the County is required to repay any amount of the RISE Grant under the RISE Contract because the lots on the Development Property are not sold to and developed by RISE RISE Eligible businesses, then the Developer agrees to pay to the County an amount equal to the amount the County is required to repay under the RISE Contract terms (the "RISE Grant Reimbursement Payment"). The County shall give reasonable written notice to Developer of Developer's obligation to make the RISE Grant Reimbursement Payment, and Developer shall pay the RISE Grant Reimbursement Payment to the County no later than 30 days after the County's written request. If the RISE Grant Reimbursement Payment is not made when due, interest at a rate of 8% per annum shall accrue from the due date of the RISE Grant Reimbursement Payment.

Section 6.7. Annual Certification. To assist the County in monitoring the Agreement and performance of Developer hereunder, until such time as Developer is released from its obligations hereunder on the Termination Date, Developer shall annually provide to the County: (i) proof that all ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the RISE Eligible businesses which have purchased lots on the Development Property as of the date of the Annual Certification; and (iv) certification that the signing officer of Developer is familiar with the terms and provisions of this Agreement and that at the date of such certification, there is no Event of Default by the certifying party hereunder, or if the signer is aware of any such Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

In addition, the Developer agrees to certify (the "Triggering Certification") to the County of its intent for the Payments (as hereinafter defined) to commence in a particular fiscal year. Such Triggering Certification shall be due by no later than October 15 of the fiscal year immediately preceding the fiscal year in which the initial Payment is intended to be made. In any event, the Triggering Certification shall be made by no later than October 15, 2024. The Developer hereby acknowledges that including the language set forth in Section (v) of the Annual Certification shall

constitute the Triggering Certification. The Developer further acknowledges that the Triggering Certification should be filed by October 15 of the calendar year in which new assessed taxable valuation from the Minimum Improvements is first reflected on the Pottawattamie County property tax rolls.

Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2021 and ending on October 15, 2040, both dates inclusive. Developer shall provide supporting information germane to each Annual Certification upon request of the County. See Exhibit C for the form required for Developer's Annual Certification.

## ARTICLE VII. ASSIGNMENT AND TRANSFER

### Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the County consents thereto in writing in advance thereof, which consent shall be given or withheld in the sole discretion of the County.

b. In the event that Developer wishes to assign this Agreement, Developer and the transferee individual or entity shall request that the County consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer's obligations under this Agreement. Such transfer shall not be effective unless and until the County consents in writing to an amendment or assignment of this Agreement authorizing the transfer, which consent shall be given or withheld in the sole discretion of the County.

## ARTICLE VIII. ECONOMIC DEVELOPMENT PAYMENTS

Section 8.1 Review of Costs Documentation. The County planning and development staff will review the Costs Documentation upon receipt from the Developer. If the County determines that the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Water Improvements, the County shall record a summary of the date, amount and nature of the accepted Water Improvement Costs (the "Accepted Costs") on the Summary of Accepted Water Improvement Costs attached hereto as Exhibit E, and such summary shall be the official record of the Accepted Costs for purposes of tallying the Maximum Payment Total, as defined in Section 8.2 of this Agreement.

If the County determines the Water Improvement Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Water Improvements, the County shall notify the Developer of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

Section 8.2. Payments.

a. Number of Payments. In recognition of the Developer's obligations set out above, the County agrees to make ten (10) annual Payments to the Developer during the Term, pursuant to Chapters 15A and 403 of the Code, provided, however, that the aggregate amount of the Payments shall not exceed the lesser of (i) the Accepted Costs, or (ii) \$200,000 (the "Maximum Payment Total").

b. Schedule of Payments. Payments will be made on or before each June 1 of each fiscal year, commencing June 1 of the fiscal year immediately succeeding the fiscal year in which the Triggering Certification is made and continuing for period of nine (9) additional fiscal years thereafter, or until such earlier date upon which the total Payments equal to the Maximum Payment Total have been made.

c. Amount of Payments. The amount of each Payment shall not exceed the amount of **remaining** Development Property TIF (such amount excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) and actually received by the County from the Pottawattamie County Treasurer under the terms of the Ordinance and deposited into the Armstrong Investments Subfund during the twelve-months immediately preceding each Payment due date **after** the County has first withheld the Internal Advance Debt Service Deduction and subject to limitation and adjustment as provided in this Article.

Section 8.3. Conditions Precedent. Notwithstanding the provisions of Section 8.2 above, the obligation of the County to make a Payment in any year shall be subject to and conditioned upon the following:

- (a) compliance with the terms of this Agreement by the Developer; and
- (b) timely filing by the Developer of the Annual Certification required under Section 6.7 hereof and the Board of Supervisor's approval thereof; and
- (c) the construction of the Water Improvement and the Minimum Improvements pursuant to the terms of this Agreement.

In the event that an Event of Default occurs or any certification filed by the Developer under Section 6.7 (or other information) discloses the existence of an Event of Default that was not cured or cannot reasonably be cured, the County shall have the remedies set forth in Section 10.2.

Each Annual Certification filed by the Developer under Section 6.7 hereof shall be considered separately in determining whether the County shall make a Payment available to Developer under this Section. Under no circumstances shall the failure by the Developer to qualify the Developer for a Payment in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Payments may be awarded to the Developer or the total amount thereof, it being the intent of parties hereto to provide the Developer with an opportunity to receive Payments only if the Developer fully complies with the provisions hereof

and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.2.

Section 8.4. Source of Payments. The Payments shall not constitute general obligations of the County, but shall be made solely and only from the Development Property TIF received by the County from the Pottawattamie County Treasurer attributable to the taxable valuation of the Minimum Improvements on the Development Property. Furthermore, the Payments shall be payable from and secured solely and only by amounts deposited and held in the Armstrong Investments Subfund. The County hereby covenants and agrees to maintain the Ordinance in force with respect to the Development Property during the term hereof and to make sufficient deposits of Development Property TIF, if available, into the Armstrong Investments Subfund to fund the Payments. The Payments shall not be payable in any manner by other tax increment revenues or by general taxation or from any other County funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Payments for which the Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Payments for which the Developer is eligible.

Section 8.5. Certification of Payment Obligation. By no later than December 1 of the year in which the Triggering Certification is filed by the Developer, the County agrees to certify to the Pottawattamie County Auditor an amount of tax increment debt payable from the Development Property TIF equal to \$200,000.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

a. The Developer releases the County and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the County to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property, or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who



may be about the Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the County only, and not of any governing body member, officer, agent, servant or employee of the County in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

#### ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Water Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Transfer of any interest in this Agreement in violation of the provisions of this Agreement;

c. Failure by Developer, or Developer’s successors in interest, to timely pay ad valorem taxes on the Development Property and Minimum Improvements, or any portion thereof;

d. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. The Developer:

i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. makes an assignment for the benefit of its creditors; or

iii. admits in writing its inability to pay its debts generally as they become due;

or

iv. is adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a

receiver, trustee or liquidator of the Developer shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the County, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the County to the Developer (except in the case of an Event of Default under subsections 10.1(e)-(f) which do not require a notice and cure period) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the County that the Event of Default will be cured as soon as reasonably possible:

a. The County may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the County, that the Developer will cure its default and continue its performance under this Agreement;

b. The County may terminate this Agreement;

c. The County may demand immediate payment of any unpaid Shortfall Payments and/or RISE Grant Reimbursement Payments; and

d. The County may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

e. The County will have no obligation to make Payments to the Developer subsequent to the Event of Default and shall be entitled to recover from the Developer, and the Developer shall repay to the County, an amount equal to the full amount of the Payments previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The County may take any action, including any legal action it deems necessary, to recover such amounts from the Developer.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver

shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the County shall employ attorneys or incur other expenses for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the County the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the County in connection therewith.

## ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the County, or its designees or agents, nor any consultant or member of the governing body of the County, and no other public official of the County who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the Developer, is addressed or delivered personally to Armstrong Investments LLC at Armstrong Investments, LLC at 3131 Hascall Street, Omaha, NE 68105 ; Attn: Jason Armstrong, President; and

b. In the case of the County, is addressed to or delivered personally to Pottawattamie County at 223 South 6<sup>th</sup> Street, Council Bluffs, IA 51501; Attn: Planning and Development Department;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the County by virtue hereof. The Developer shall reimburse the County for all costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2040, unless terminated earlier under the terms of this Agreement.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed in its name and behalf by its Board Chair and its seal to be hereunto duly fixed and attested by its Auditor, and the Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representative all on or as of the day first above written.

*[Remainder of this page intentionally left blank. Signature pages to follow.]*

(SEAL)

POTTAWATTAMIE COUNTY, IOWA

ATTEST:

By: \_\_\_\_\_  
Justin Schultz, Chairperson

By: \_\_\_\_\_  
Melvyn Houser, County Auditor

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public in and for said State, personally appeared Justin Schultz and Melvyn Houser, to me personally known, who being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Pottawattamie County, Iowa, a political subdivision of the State created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Amended Agreement for Private Development – Pottawattamie County]*

ARMSTRONG INVESTMENTS LLC,  
A Nebraska limited liability company

By: \_\_\_\_\_

Name: Jason Armstrong

Its: President

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Jason Armstrong and to me personally known, who, being by me duly sworn, did say that he is the President of Armstrong Investments LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

*[Signature page to Amended Agreement for Private Development – Armstrong Investments LLC]*

EXHIBIT A  
DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in Pottawattamie County, State of Iowa, more particularly described as follows:

I-29/I-80 INDUSTRIAL PARK LT 2  
I-29/I-80 INDUSTRIAL PARK LT 3  
I-29/I-80 INDUSTRIAL PARK LT 4  
I-29/I-80 INDUSTRIAL PARK LT 5  
I-29/I-80 INDUSTRIAL PARK LT 6  
I-29/I-80 INDUSTRIAL PARK LT 7  
I-29/I-80 INDUSTRIAL PARK LT 8  
I-29/I-80 INDUSTRIAL PARK LT 9  
I-29/I-80 INDUSTRIAL PARK LT 10  
I-29/I-80 INDUSTRIAL PARK LT 11  
I-29/I-80 INDUSTRIAL PARK LT 12  
I-29/I-80 INDUSTRIAL PARK LT 13  
I-29/I-80 INDUSTRIAL PARK LT 14

EXHIBIT B  
DESCRIPTION OF PUBLIC IMPROVEMENTS

Public Improvements means the overlaying of 2,050 feet of 192<sup>nd</sup> Street, and the construction of South 193<sup>rd</sup> Circle, North 193<sup>rd</sup> Circle and Portland Avenue located south of Council Bluffs, as depicted in Exhibit B-1, to be constructed by the County.



EXHIBIT B-1  
PUBLIC IMPROVEMENTS

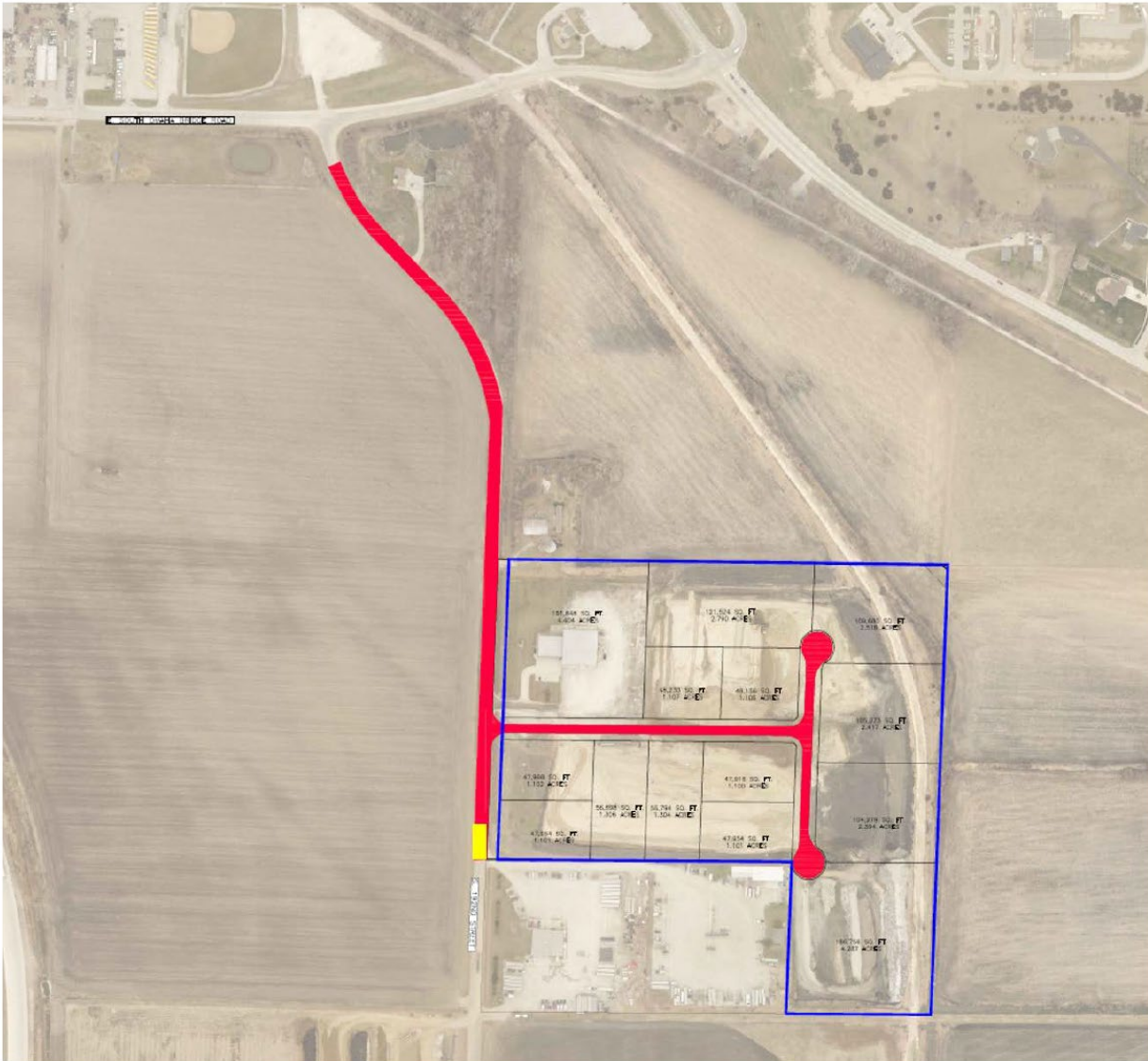


EXHIBIT C  
DEVELOPER ANNUAL CERTIFICATION

(due by October 15th as required under terms of Development Agreement)

Developer certifies the following:

During the time period covered by this Certification, Developer is and was in compliance with Section 6.7 as follows:

(i) All ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements were first fully assessed on January 1, \_\_\_\_\_, at a full assessment value of \$ \_\_\_\_\_;

(iii) The following RISE Eligible businesses have purchased lots on the Development Property as of the date of this Certification:

RISE Eligible Business Name	Lot Purchased:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please attach proof of business occupancy (e.g. a signed statement on business's letterhead). (Attach additional page with businesses listed, if needed.)

(iv) The undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

(v) **[ONLY INCLUDE THIS LANGUAGE IN THE ANNUAL CERTIFICATION OF THE FISCAL YEAR PRECEDING THE FISCAL YEAR IN WHICH THE DEVELOPER INTENDS THE PAYMENTS TO BEGIN]** The undersigned officer of the Developer hereby certifies that the Developer intends for the Payments to begin in the County's 20\_\_ - 20\_\_ Fiscal Year.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ARMSTRONG INVESTMENTS, LLC, a Nebraska limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Attachments: (a) Proof of payment of taxes (b) Proof of Occupancy**

EXHIBIT D  
FORM OF COVER PAGE FOR WATER IMPROVEMENTS COSTS DOCUMENTATION

Date submitted: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Contact information: \_\_\_\_\_

Index of Invoices/Statements Attached to substantive request:

\_\_\_\_\_  
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\_\_\_\_\_

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Water Improvements.

ARMSTRONG INVESTMENTS LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed and accepted by Pottawattamie County, Iowa this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Chairperson, Board of Supervisors

**EXHIBIT D**  
**SUMMARY OF ACCEPTED WATER IMPROVEMENT COSTS**

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by County

**Lea Voss/ Treasurer**

**Discussion and/or decision to approve:**

**Resolution No. 26-2021 entitled ADOPTION OF  
INTERGOVERNMENTAL AGREEMENT CREATING THE  
IOWA COUNTY TREASURERS EGOVERNMENT  
ALLIANCE.**

**RESOLUTION NO. 26-2021**

**ADOPTION OF INTERGOVERNMENTAL AGREEMENT  
CREATING THE IOWA COUNTY TREASURERS E-  
GOVERNMENT ALLIANCE**

**BE IT RESOLVED**, and it is hereby resolved, that the INTERGOVERNMENTAL AGREEMENT CREATING THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE, attached hereto and marked as Exhibit "A" is approved and adopted by Pottawattamie County.

**BE IT FURTHER RESOLVED**, that the Pottawattamie County Treasurer is authorized to participate as a Sponsor in the attached agreement in his/her capacity and consistent with his/her authority as County Treasurer of this County.

**BE IT FURTHER RESOLVED**, that the Pottawattamie County Treasurer is authorized to take additional actions and execute any documents that are, in his/her discretion, necessary to facilitate this Resolution.

**Dated this 13<sup>th</sup> day of April, 2021.**

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott A. Belt, Chairman	<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"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<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"/>

ATTEST: \_\_\_\_\_  
Melvyn Houser, County Auditor

Document prepared by:  
Catherine C. Cownie  
Brown Winick Law Firm  
666 Grand Avenue, Suite 2000  
Des Moines, IA 50309  
Direct Dial: (515) 242-2400

Return Address:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**TITLE OF DOCUMENT: ADOPTION OF INTERGOVERNMENTAL  
AGREEMENT CREATING THE IOWA COUNTY TREASURERS E-  
GOVERNMENT ALLIANCE**

Filed with the Secretary of State, in accordance with Section 28E.8, Code of Iowa, and the recorder of the undersigned county.

Pursuant to the provisions of Chapter 28E, Code of Iowa, and amendments thereto, and as authorized and directed in the Resolution of the County Board of Supervisors, dated \_\_\_\_\_ and attached hereto, and as authorized in Section V(A) of the Intergovernmental Agreement Creating the Iowa County Treasurers E-Government Alliance, dated November 20, 2009, effective July 1, 2010 and filed of record on May 18, 2010 as file number M503366, the undersigned County Treasurer hereby joins as a Member of the public body corporate and separate legal entity known as the Iowa County Treasurers E-government Alliance.

\_\_\_\_\_ COUNTY TREASURER

By: \_\_\_\_\_  
Signature of County Treasurer

Date: \_\_\_\_\_



ACKNOWLEDGEMENT

State of Iowa )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ Date

by \_\_\_\_\_, County Treasurer.  
(Name)

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

(Stamp or Seal)

\_\_\_\_\_  
Title

RESOLUTION:

BE IT RESOLVED, and it is hereby resolved, that the INTERGOVERNMENTAL AGREEMENT CREATING THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE, attached hereto and marked as Exhibit "A" is approved and adopted by \_\_\_\_\_ County.

BE IT FURTHER RESOLVED, that the \_\_\_\_\_ County Treasurer is authorized to participate as a Sponsor in the attached agreement in his/her capacity and consistent with his/her authority as County Treasurer of this County.

BE IT FURTHER RESOLVED, that the \_\_\_\_\_ County Treasurer is authorized to take any additional actions and execute any documents that are, in his/her discretion, necessary to facilitate this Resolution.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ County Board of Supervisors.

**INTERGOVERNMENTAL AGREEMENT CREATING  
THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE**

Pursuant to the provisions of Chapter 28E, Code of Iowa, and amendments thereto, this agreement is made and entered into by, between and among the County Treasurers for the counties of Carroll, Dubuque and Washington in the state of Iowa (all parties being hereinafter collectively referred to as "Members")

**SECTION I.  
NAME AND OFFICE**

Pursuant to the provisions of Chapter 28E, Code of Iowa, and amendments thereto, the Members hereby form and create, as a public body corporate and a separate legal entity, the Iowa County Treasurers Egovernment Alliance (hereinafter called the "Alliance"). The principal office shall be located at 501 S.W. 7th Street, Suite Q, Des Moines, IA 50309 and the initial contact person shall be Peggy Weitzl, Carroll County Treasurer, in her capacity as the current President of the Iowa State County Treasurers Association (the "ISCTA"). The contact person for the Alliance shall be the President of the ISCTA.

**SECTION II.  
DURATION**

The Alliance shall have perpetual duration.

### **SECTION III. PURPOSES**

The purpose of this agreement is to promote efficient public service to the citizens and businesses of Iowa by providing them with the option of paying county fees and taxes via credit card or E-check electronic fund debit through an on-line web service. In order to maximize the efficiency of this system and minimize the cost, it is preferable for the Members to jointly contract with a single web-based portal developer and manager that will process web-based transactions and facilitate transfer of funds into a single bank account.

The primary purpose of the Alliance is therefore to provide a framework within which the Members can jointly and cooperatively own and manage a bank account (the "Account") that will serve as the repository of payments made, via a web based portal, for the purpose of collecting statutory fees and to distribute to each participating county treasurer on a regular basis its statutory fees and taxes held in the Account according to the terms of the contract for portal development and management services in effect at the time. In order to facilitate this transfer, the Alliance may establish one account per participating county treasurer and such other accounts as may be necessary for administration of the program. Other purposes will be served as well, including the following:

- (A) To investigate and pursue all opportunities for enhancing services to the citizens and businesses of Iowa in their regular dealings with county treasurers.
- (B) To investigate and pursue all opportunities for the reduction of costs of services provided to the citizens and businesses of Iowa in their regular dealings with county treasurers.
- (C) To cooperate with and pursue the support of any interested and/or affected public agencies that would benefit from taking part in the Alliance's program.
- (D) To share all expenses incurred as a result of decisions made and action taken by the Alliance in the pursuance of the purposes set forth above.

### **SECTION IV. ORGANIZATION**

The affairs of the Alliance shall be under the direction and control of the Board of Directors in accordance with this Agreement and the Bylaws adopted pursuant to this Agreement and as further set forth below:

- (A) The Board of Directors of the Alliance shall consist of those members of the Executive Board of the ISCTA who have adopted this Agreement. Name and title shall correspond to their respective office in the ISCTA. The members of the Board of Directors shall serve for a term consistent with their term as a member of the ISCTA Executive Board. There shall be no limit on the successive terms which an incumbent may serve.
- (B) The Alliance shall hold at least one meeting each year on dates and at places which shall be determined by the Alliance. Special meetings may be held at the call of the Board of Directors or majority of the membership of the Alliance.
- (C) The Alliance shall cause this Agreement to be filed with the Iowa Secretary of State and

shall notify the Secretary of State of the name of any Member withdrawing from or joining the Alliance.

- (D) The Alliance shall establish a bond or other form of insurance coverage determined to be necessary for the protection of its Members against negligence, malfeasance, misfeasance, or nonfeasance of the Board of Directors. In no event shall a Member be liable to the Alliance for an amount greater than its share of funds held in the Account.

## **SECTION V. MEMBERSHIP**

(A) The Members listed in Section I of this agreement shall be the initial members of the Alliance, subject to adoption of this agreement. Any Iowa County Treasurer may become a Member of the Alliance by adopting this agreement, subsequent amendments thereto and the Bylaws in effect at that time. In addition, the Alliance may, upon an affirmative vote of the Board of Directors, permit any other "Public Agency" as that term is defined in Iowa Code Chapter 28E to join and participate in this agreement consistent with the provisions of Chapter 28E and this agreement.

(B) **Withdrawal.** A Member may withdraw from membership in Alliance when its governing body requests such withdrawal by resolution which shall be forwarded in writing to Alliance. In the event of withdrawal, such Member shall not be relieved of its obligation to pay any portion or all of its share of expenses then due, if not otherwise paid for the year in which such withdrawal occurs. If such withdrawal occurs prior to the adoption of the annual budget for the following year, the withdrawing Member shall not be subject to any assessment arising there from; conversely, in the event of withdrawal after the adoption of the budget for the following year, such Member shall pay any expenses for the following year. If the Alliance, prior to receiving such request to withdraw, has incurred other indebtedness which matures after the effective date of such request, the withdrawal shall not be effective until such indebtedness shall have been paid by the Alliance, or in the alternative, until the withdrawing Member shall have collected and paid to Alliance the amount of its expenses. In no event shall a Member be liable to the Alliance for an amount greater than its share of funds held in the Account.

## **SECTION VI. POWERS**

- (A) The Alliance shall be a public body corporate and a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have all of the powers granted by Iowa Code Chapter 28E and all amendments adopted subsequent thereto, and shall exercise any and all powers inherent in any member.
- (B) Without limitation, but by way of illustration, the governmental Members shall individually and collectively delegate to the Alliance the following enumerated powers which shall be exercisable upon the concurrence of the Board of Directors:

- (1) To sue and be sued;
- (2) To provide for a depository and to establish the Account;
- (3) To acquire, hold, and distribute the funds derived from the payment of county fees and taxes via credit card or E-check fund debit through an on-line web service.
- (4) To oversee and administer the funds held in the Account consistent with this Agreement.
- (6) To serve as the signatory on the Account and to authorize and facilitate transfers of funds into and out of the Account.
- (7) To establish and administer a system of budgeting, accounting, auditing, reporting and distribution of all Alliance funds in the Account consistent with this Agreement.
- (8) To cooperate with any portal manager contracted by the ISCTA consistent with the terms of any contract entered into between the ISCTA and a portal manager for the purpose of facilitating the objectives of this Agreement.
- (9) To make and enforce by-laws or rules and regulation for the management and operation of its business and affairs.
- (10) To do and perform any acts and things authorized by Chapter 28E, Code of Iowa, and by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person;
- (11) To enter into any and all contracts, execute any and all instruments, and do and perform any and, all acts or things necessary, convenient or desirable for the purposes of the Alliance or to carry out any powers expressly given by this Agreement;
- (12) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- (13) To receive funds from each Member in the pursuance of the purposes of the Alliance and in accordance with the powers set forth herein.
- (14) To accept grants, contributions or loans from, and to enter into contracts, leases, or other transactions with Municipal, County, State or the Federal Government.
- (15) To hire legal counsel or contract with any public or private entity to provide necessary services.

## **SECTION VII. COOPERATION FROM MEMBERS**

The Members agree to respond to reasonable requests from the Alliance to make records available to the Alliance and to provide assistance to aid in the efficient and effective accomplishment of the purpose of this Agreement, and the Alliance agrees to respond to like request from members

**SECTION VIII.  
FINANCING**

- (A) The Alliance Board of Directors shall prepare an annual budget for the operation of the Alliance. The budget shall be submitted to the members not less than thirty (30) days prior to the meeting at which the budget will be voted upon.
- (B) The Members agree that any interest earned from deposits held in the Account may be used to maintain, enhance and expand web based services provided by the members to the citizens and businesses of Iowa. Expenditures of interest shall be made consistent with any proposal and budget submitted and approved as outlined above.

**SECTION IX.  
NOT FOR PROFIT**

It is expressly understood that the Alliance is to be operated not for profit and no profit or dividend will inure to the benefit of any private person or corporation.

**SECTION X.  
SUSPENSION OF VOTING RIGHTS AND SERVICES**

During any period of delinquency by a Member in the payment to the Alliance of its share of the budget, such Sponsor shall not be entitled to the services of the Alliance, nor shall the Sponsor be entitled to vote on matters coming before the Alliance, unless such delinquency shall be waived for voting purposes by a three-quarters vote of the remaining members of the Alliance.

**SECTION XI.  
WITHDRAWAL AND DISSOLUTION**

- (A) The Alliance shall be completely dissolved and this Agreement terminated only upon the affirmative two-thirds majority vote of the Members, which vote shall specify the date and time such dissolution shall be effective, which date and time may be amended at or before such time but not thereafter, by an affirmative two-thirds majority vote of the Members.
- (B) In the event of a vote to completely dissolve the Alliance, any funds held in the Account in excess of accrued expenses shall be distributed on the date and time set for dissolution to each Member in an amount equal to that Member's annual average percentage share of the funds deposited in the Account at the time of distribution.

**SECTION XII.  
AMENDMENT OF AGREEMENT**

This Agreement may be amended by a two-thirds roll call vote of the members in any regular or special meeting of the Alliance called upon notice to all Member's not less than thirty (30) days prior thereto setting forth the substance of the proposed amendment. Notwithstanding the foregoing, however, the Board of Directors for the Alliance shall have the power from time to time, as needed, to change the place of the registered office of the Alliance.

**SECTION XIII.  
SEVERABILITY**

If any one or more of the provisions of this Agreement is declared unconstitutional or contrary to law, the validity of the remainder thereof shall not be thereby affected.



**ADOPTION OF INTERGOVERNMENTAL AGREEMENT CREATING  
THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE**

Pursuant to the provisions of Chapter 28E, Code of Iowa, and amendments thereto, and as authorized and directed in the Resolution of the County Board of Supervisors, dated \_\_\_\_\_ and attached hereto, and as authorized in Section V. of the Intergovernmental Agreement Creating the Iowa County Treasurers E-government Alliance, the undersigned County Treasurer hereby joins as a Member of the public body corporate and separate legal entity known as the Iowa County Treasurers E-government Alliance.

\_\_\_\_\_  
**COUNTY TREASURER**

By: \_\_\_\_\_  
Signature of County Treasurer

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of Iowa )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_  
Date

by \_\_\_\_\_, County Treasurer.  
(Name)

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

(Stamp or Seal)

\_\_\_\_\_  
Title

**RESOLUTIONS OF THE MEMBERS OF  
THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE**

Pursuant to Article IX of the Bylaws of the Iowa County Treasurers Egovernment Alliance (the "Alliance"), a meeting of the Board of Members of the Alliance was held in Des Moines, Iowa, on December 2, 2016, upon notice duly delivered or waived. A quorum of the Members was represented either in person or by proxy. Peggy Vandenberg served as Chairperson of the meeting and Barb Vance served as Secretary of the meeting.

The Chairperson announced that a purpose of the meeting was to consider certain amendments to the Bylaws of the Alliance related to the role of the Past President. After further discussion, upon motion duly made, seconded, and carried by a vote of 58 ayes 0 nays, the following resolution was adopted:

**RESOLVED**, that Article II of the Bylaws of the Alliance are hereby amended by adding the following sentence at the end of the Section:

The "Past Chair" shall mean the person that served in the position of Chair in the previous fiscal year. The Past Chair shall be a non-voting ex-officio member of the Board for a term of one year following the end of the Past Chair's term as Chair.

**RESOLVED**, that the last paragraph of Article XI of the Bylaws of the Alliance, titled "The Web Policy Group" is deleted in its entirety and replaced by the following:

The Web Policy Committee

The Web Policy Committee shall consist of members appointed by the ICTEA Board of Directors for a term and in number as deemed appropriate by the ICTEA Board of Directors. The Web Policy Committee shall also include as members all former members of the ICTEA Board of Directors for a term of one year immediately following the end of each Board member's term on the Board of Directors. Former members of the Board of Directors can remain as members of the Web Policy Committee so long as the former member of the Board of Directors wishes to remain on the Web Policy Committee and the Board of Directors consents. The Web Policy Committee shall, based on recommendations of the ICTEA Board of Directors, advise and assist the Board in matters of policy development, website content and functionality and to provide website training for all ICTEA members.

**RESOLVED**, that the Members have determined that it is in the best interest of the Alliance to amend and restate the Bylaws of the Alliance to reflect the changes approved above and that the Members do hereby ratify, authorize and approve, in form and substance, the First Amended and Restated Bylaws of the Iowa County Treasurers eGovernment Alliance which are attached hereto as Exhibit A.

SUBMITTED BY:

---

\_\_ICTEA \_\_\_\_, Secretary

ATTEST:

---

\_\_ICTEA \_\_\_\_, Chairman

## **EXHIBIT A**

### **FIRST AMENDED AND RESTATED BYLAWS OF THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE**

The Members of the Iowa County Treasurers Egovernment Alliance (hereafter called "the Alliance") hereby adopt the following as its initial Bylaws. If there is a conflict between the provisions of the 28E Agreement and these bylaws, the provisions of the 28E Agreement will prevail.

#### **ARTICLE I BOARD OF DIRECTORS**

##### **A. Duties of Board of Directors**

The Board of Directors shall have the following duties and responsibilities for the administration of the Alliance's affairs:

1. Preparation of an annual budget for presentation to an approval by the Members.
2. Representation of the Members in all matters relating to the administration of the ISCTA web portal.
3. Hold regular and special meetings for conducting the normal business of the Alliance.
4. Provide coordination of Alliance affairs with all units of government as well as Members.
5. Provide coordination of Alliance affairs with all outside contractors.
6. Keep all Members informed about progress made in connection with developing, updating, and accomplishing project plans.
7. Represent and act for the Alliance within its scope of authority.
8. In case of a vacancy on the Board of Directors, see Section IV Organization of the Intergovernmental Agreement Creating the Iowa County Treasurers E-Government Alliance (ICTEA 28E).
9. In the event that the past president of the ISCTA is not a Member, see Section IV Organization of the Intergovernmental Agreement Creating the Iowa County Treasurers E-Government Alliance (ICTEA 28E).

##### **B. Meetings of Board of Directors**

The Board of Directors shall meet at least annually in conjunction with the annual meeting of the ISCTA. Special meetings may be called by the chairperson or by petition from two members of the Board of Directors. Notice of each regular meeting of the Board of Directors, including an agenda to be considered, shall be mailed or sent

electronically to all members of the Board of Directors at least 24 hours prior thereto. Such notice shall also be given to the public in compliance with the Iowa Open Meeting Law set forth at Iowa Code Chapter 21 and subsequent amendments thereto.

C. Quorum

The presence of a majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If less than a quorum of the Board of Directors is present at such meeting, the majority of those present may adjourn the meeting from time to time without further notice.

D. Voting

Each member of the Board of Directors shall be entitled to one vote, and all questions and business of the Alliance shall be approved by a minimum of three directors. Provided, however, members of the Board of Directors shall not be permitted to vote by proxy.

E. Additional Duty of Fifth Board Member

The Past President of the Iowa State County Treasurers Association (ISCTA), or the fifth member of the Board otherwise chosen, shall have the additional duty of serving as a communications liaison between the Alliance and ISCTA

## **ARTICLE II OFFICERS**

The five Board members shall annually, at its first meeting of each fiscal year, choose from its own members a Chair, Vice Chair, Secretary, and Treasurer. Each officer shall serve until the first meeting of the following fiscal year. The "Past Chair" shall mean the person that served in the position of Chair in the previous fiscal year. The Past Chair shall be a non-voting ex-officio member of the Board for a term of one year following the end of the Past Chair's term as Chair.

## **ARTICLE III VOTING BY GENERAL MEMBERSHIP**

The presence of a majority of the Members of the Alliance shall constitute a quorum for the transaction of business, including, but not limited to, proposing and approving rules, procedures, and policies pertinent to the purpose of the Alliance at any meeting of the full Alliance membership. All questions and business of the Alliance shall be decided by a simple majority of the members present if a quorum exists.

Each Alliance Member, as defined by Section V of the INTERGOVERNMENTAL AGREEMENT CREATING THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE, will be allowed one vote. An Alliance member may submit a written proxy vote to be voted by that member's deputy or another Alliance member.

#### **ARTICLE IV CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**A. Contracts**

The Board of Directors may authorize any officer or officers of the Board to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Alliance. Such authority may be general or confined to specific instances.

**B. Drafts and checks**

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Alliance shall be signed by such officer or officers of the Alliance and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer and countersigned by the chairperson of the Alliance.

**C. Deposits**

All funds of the Alliance shall be deposited within 21 days in the place and in the manner set out in the contract with the service provider for management of the ISCTA web portal.

#### **ARTICLE V INVESTMENTS**

It shall be the duty of the Board of Directors to invest all public funds under Alliance control pursuant to the approved investment policy and the investment requirements of Chapter 28E of the Iowa Code. The Board of Directors shall periodically review the investment policy and submit changes to the Alliance membership as needed.

The Board of Directors shall review, and make necessary changes to, the Alliance depository resolution annually.

**ARTICLE VI  
BOOKS AND RECORDS**

The Alliance shall maintain correct and complete books and records of accounting. The Board of Directors shall record the minutes of its proceedings. All books and records of the Alliance may be inspected by any member of the public at any reasonable time in compliance with the Iowa Open Records Law set forth at Iowa Code Chapter 22 and subsequent amendments thereto.

**ARTICLE VII  
FISCAL YEAR**

The books of the Alliance shall be maintained on a fiscal year basis beginning July 1 through June 30.

**ARTICLE VIII  
WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the Intergovernmental Agreement or the Bylaws of the Alliance, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE IX  
AMENDMENTS**

These Bylaws may be amended by a two-thirds roll call vote of the members in any regular or special meeting of the Alliance upon notice to all members not less than thirty (30) days prior thereto setting forth the substance of the proposed amendment.

**ARTICLE X  
NOMINATIONS AND ELECTIONS**

Nominations for Alliance Board of Directors shall be made by a Nominating Committee composed of four (4) members (appointed by the Chair of the Alliance) and the ISCTA Past President position as chair of the nominating committee. Additional nominations may be made from the floor at the annual meeting in March of each year. Voting shall be by ballot for any office when more than one (1) person has been nominated. Each County Treasurer who is a member of the IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE, or their proxy, will be allowed one vote.

The term of office shall be for four (4) years or until a successor has qualified.

## ARTICLE XI COMMITTEES

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All committees shall advise the Board of Directors and provide input and assistance as requested by the Board of Directors. The chair of any committee must give prior notice of all meetings and agendas to the committee members and the President of the Alliance Board of Directors and shall report regularly to the Board of Directors concerning the committee's activities and recommendations.

The Standing Committee of the Alliance shall be:

### The Web Policy Committee

The Web Policy Committee shall consist of members appointed by the ICTEA Board of Directors for a term and in number as deemed appropriate by the ICTEA Board of Directors. The Web Policy Committee shall also include as members all former members of the ICTEA Board of Directors for a term of one year immediately following the end of each Board member's term on the Board of Directors. Former members of the Board of Directors can remain as members of the Web Policy Committee so long as the former member of the Board of Directors wishes to remain on the Web Policy Committee and the Board of Directors consents. The Web Policy Committee shall, based on recommendations of the ICTEA Board of Directors, advise and assist the Board in matters of policy development, website content and functionality and to provide website training for all ICTEA members.

Amended: \_\_\_December 2, 2016\_\_\_



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SUBMITTED BY:

Bodie Vance

\_\_ICTEA\_\_, Secretary

ATTEST:

Bryce Vandenberg

\_\_ICTEA\_\_, Chairman

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Amended: \_\_\_December 2, 2016\_\_\_

**John Rasmussen/County Engineer**

**Discussion and/or decision to approve:**

**DOT submittals for the 2022 Budget and the County  
Five Year Plan.**



Iowa Department of Transportation  
**SECONDARY ROADS BUDGET**

County: **Pottawattamie County**  
Fiscal Year: **2022**  
Version: **Original**

**COUNTY CERTIFICATION**


This Secondary Road Budget was adopted by the Board of Supervisors on \_\_\_\_\_

Date

**ATTESTED**

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
County Engineer

*Apr. 8, 2021*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Date

**IOWA DOT BUDGET APPROVALS**

Recommended Approval: \_\_\_\_\_  
OLS Reviewer

\_\_\_\_\_  
Date

Approval: \_\_\_\_\_  
Director of Local Systems

\_\_\_\_\_  
Date

## SECONDARY ROADS BUDGET

	Actual Receipts Prior Years		Estimated Receipts	
	2 <sup>nd</sup> Prior	1 <sup>st</sup> Prior	Current	Next
	FY 2019	FY 2020	FY 2021	FY 2022
1. County Auditor's Beginning Balance	\$9,017,625.89	\$7,410,127.69	\$6,626,159.43	\$4,488,717.68
Receipts from Property Tax Levies	\$4,973,500.00	\$5,000,000.00	\$5,100,000.00	\$5,215,000.00
	<b>2.77000</b> Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)			
	<b>0.00000</b> Dollars on all taxable property in the county. (Max. \$0.16875)			
2A. Local Option Sales Tax	\$2,400,000.00	\$2,200,000.00	\$3,700,000.00	\$2,750,000.00
3. Regular Road Use Tax Received	\$6,531,939.74	\$6,635,606.56	\$6,441,558.00	\$6,525,023.00
	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)			
3b. Amount for 306.4(a3)	\$15,752.76	\$15,673.83	\$15,486.25	\$15,608.19
	(Senate File 451 - FM Ext. in City <=500)			
3c. Time 21	\$932,712.50	\$847,071.78	\$849,163.00	\$851,058.00
4. RISE Funds	\$0.00	\$0.00	\$100,000.00	\$0.00
5. FA Bridge Replacement Funds	\$0.00	\$0.00	\$0.00	\$0.00
5a. SWAP Bridge Replacement Funds	\$0.00	\$351,596.45	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)	\$0.00	\$0.00	\$0.00	\$0.00
7. Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)	\$24,429.00	\$5,512.40	\$0.00	\$0.00
8. Miscellaneous Receipts				\$10,000.00
				\$15,000.00
			\$1,200.00	\$1,200.00
			\$1,000.00	\$1,000.00
			\$600,000.00	\$600,000.00
	\$1,007,795.80	\$361,477.09	\$3,625,486.00	\$20,000.00
9. Total Miscellaneous Receipts	\$1,007,795.80	\$361,477.09	\$4,242,686.00	\$647,200.00
10. TOTAL RECEIPTS	\$24,903,755.69	\$22,827,065.80	\$27,075,052.68	\$20,492,606.87
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.	0	0	\$0.00	\$0.00

## SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2 FY 2019	Prior 1 FY 2020	Current FY 2021	Next FY 2022
<b>70X * Administration and Engineering</b>				
700 Administration Expenditures	\$722,757.89	\$740,777.51	\$809,371.00	\$674,683.00
701 Engineering Expenditures	\$801,079.03	\$924,049.51	\$1,011,403.00	\$928,395.00
<b>TOTAL ADMINISTRATION AND ENGINEERING</b>	<b>\$1,523,836.92</b>	<b>\$1,664,827.02</b>	<b>\$1,820,774.00</b>	<b>\$1,603,078.00</b>
<b>020* Construction</b>				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds ---See Accomplishment Year projects)</i>	\$2,233,893.18	\$1,371,028.74	\$1,700,000.00	\$1,700,000.00
<b>71X* Roadway Maintenance</b>				
710 Bridges and Culverts (420, 430)	\$1,657,115.84	\$1,301,660.41	\$2,102,134.00	\$2,048,435.00
711 Roads (4250, 460, 480)	\$7,968,243.27	\$7,569,467.34	\$8,473,645.00	\$7,889,047.00
712 Snow and Ice Control (520)	\$276,715.99	\$295,831.42	\$349,600.00	\$265,000.00
713 Traffic Controls (590)	\$358,683.39	\$253,509.07	\$404,365.00	\$446,003.00
714 Road Clearing (490)	\$73,280.00	\$62,193.96	\$80,000.00	\$80,000.00
<b>TOTAL ROADWAY MAINTENANCE</b>	<b>\$10,334,038.49</b>	<b>\$9,482,662.20</b>	<b>\$11,409,744.00</b>	<b>\$10,728,485.00</b>
<b>72X * General Roadway</b>				
720 New Equipment (610)	\$1,478,849.26	\$1,687,137.03	\$1,500,000.00	\$1,250,000.00
721 Equipment Operations (620, 630, 650)	\$1,690,645.60	\$1,510,110.67	\$2,217,317.00	\$1,946,433.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$21,541.33	\$16,191.97	\$38,500.00	\$74,000.00
723 Real Estate and Buildings (800)	\$210,823.22	\$468,948.74	\$3,900,000.00	\$450,000.00
<b>TOTAL GENERAL ROADWAY</b>	<b>\$3,401,859.41</b>	<b>\$3,682,388.41</b>	<b>\$7,655,817.00</b>	<b>\$3,720,433.00</b>
<b>TOTAL EXPENDITURES (70X + 020 + 71X + 72X)</b>	<b>\$17,493,628.00</b>	<b>\$16,200,906.37</b>	<b>\$22,586,335.00</b>	<b>\$17,751,996.00</b>
County Auditor's balance at end of fiscal year	\$7,410,127.69	\$6,626,159.43	\$4,488,717.68	\$2,740,610.87
<b>TOTAL</b> (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	<b>\$24,903,755.69</b>	<b>\$22,827,065.80</b>	<b>\$27,075,052.68</b>	<b>\$20,492,606.87</b>

# SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation  
SECONDARY ROADS FIVE YEAR PROGRAM

County: Pottawattamie County  
Fiscal Year: 2022  
Version: Original

## COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on \_\_\_\_\_

Date

## ATTESTED

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
County Engineer

April 8, 2021  
Date

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Date

## IOWA DOT PROGRAM APPROVALS

Recommended Approval: \_\_\_\_\_  
OLS Reviewer

\_\_\_\_\_  
Date

Approval: \_\_\_\_\_  
Director of Local Systems

\_\_\_\_\_  
Date

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## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number	Location	AADT	Status	Day Labor	Accomp	Priority Years				Total	
						Year	1st	2nd	3rd		4th
Project Name	Description of Work	Length	FM	Type of Work	FY	FY	FY	FY	FY		
Project ID	Section / Township / Range	Federal ID	Transfer	Project Type	Fund	2022	2023	2024	2025	2026	
FM-C078()-55-78	On G 30, from Mosquito Creek	330	New	\$0	Local						\$900
G30 Reconstruction	Bridge E 0.25 miles to L52	0.230 miles		367 PCC Paving	FM	900					
47266		45320		FM	Special						
					FA						
	21 / 76 / 42				SWAP						
FM-C078()-55-78	On MAGNOLIA RD, Over	3095	Previous	\$0	Local						\$1,500
Norwalk 15 Bridge Replacement	MOSQUITO CREEK, S16 T76	0.000 miles		320 Bridges	FM	1,500					
45180	R42	288730		FM	Special						
	This project is tied to 47266 for				FA						
	G30 paving East to L52.										
	16 / 76 / 42				SWAP						
L-C078()-73-78	On 240th Street, from	25	New	\$0	Local	5,000					\$5,000
240th Street Paving	Applewood Road N 5 miles to	4.860 miles		366 HMA Paving	FM						
47271	Highway 92			Local	Special						
					FA						
					SWAP						
L-(LY21)--73-78	On 510TH ST, Over STREAM,	5	Previous	\$60	Local	60					\$60
Layton 21 Bridge Replacement	on WLINE S3 T77 R38	0.000 miles		320 Bridges	FM						
36168		363510		Local	Special						
	SD, Level B, Low Water				FA						
	3 / 77 / 38				SWAP						

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Accomp Year	Priority Years				Total
						1st FY 2022	2nd FY 2023	3rd FY 2024	4th FY 2025	
L-VA37--73-78 VA37 Bridge Replacement 34776	On 460TH ST, Over GRAYBILL CREEK, S22 T76 R39	10 0.000 miles 287701	Previous	\$60 320 Bridges Local	Local 194					\$194
	SD, 100' 22 / 76 / 39				Special FA SWAP					
LFM-(LY10)--7X-78 Layton 10 Bridge Replacement 32548	On TRUMAN AVE, Over WALNUT CREEK, S14 T77 R38	35 0.000 miles 289420	Previous	\$60 320 Bridges Local	Local 200					\$200
	24 x 100' Steel Girder with Concrete Deck 14 / 77 / 38				Special FA SWAP					
L-(JA38)--73-78 James 38 Bridge Replacement 32553	On 390TH ST, Over STREAM, S34 T76 R40	15 0.000 miles 288201	Previous	\$60 320 Bridges Local	Local 180					\$180
	80' 34 / 76 / 40				Special FA SWAP					
STBG-SWAP-C078(--FG-78 M47 Resurfacing 21847	On M 47, from Highway 6 N 5 miles to G30 Patch, Mill and Overlay existing road.	5 5.010 miles 43331	Previous	\$0 366 HMA Paving SWAP	Local 900					\$1,800
					Special FA SWAP					
						900				

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
FM-C078(--55-78 M47 Resurfacing 47267	On M47, from Highway 92 N 6 miles to Highway 6	5 5.940 miles	New	\$0 366 HMA Paving FM Special FA SWAP	Local FM Special FA SWAP		2,100				\$2,100
FM-C078(--55-78 G30 Paving 47268	On G30, from Nishnabotna River Bridge E 0.5 miles to Highway 59	70 0.470 miles 43420	New	\$0 367 PCC Paving FM Special FA SWAP	Local FM Special FA SWAP		600				\$600
L-(MA10)--73-78 Macedonia 10 Bridge Replacement 36182	On BOSTON AVE, Over GRAYBILL CREEK, S24 T74 R40	25 0.000 miles 284190	Previous	\$80 320 Bridges Local Special FA SWAP	Local FM Special FA SWAP		276				\$276
L-(GR02)--73-78 Grove 2 Bridge Replacement 36164	On COTTONWOOD RD, Over JORDAN CREEK, S3 T74 R39	35 0.000 miles 283661	Previous	\$60 320 Bridges Local Special FA SWAP	Local FM Special FA SWAP		200				\$200

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Accomp Year Fund	Priority Years					Total
						1st FY 2022	2nd FY 2023	3rd FY 2024	4th FY 2025	5th FY 2026	
L-(WR01)--73-78 Wright 1 Bridge Replacement 32551	On IDLEWOOD RD, Over WALNUT CREEK, S3 T75 R38 160' 3 / 75 / 38	10 0.000 miles 285011	Previous	\$60 320 Bridges Local	Local		250				\$250
L-(JA03)--73-78 James 3 Bridge Replacement 36166	On ROSEWOOD RD, Over STREAM, S3 T76 R40 FO, 80' 3 / 76 / 40	15 0.000 miles 287850	Previous	\$60 320 Bridges Local	Local		200				\$200
BHOS-SWAP-C078()-SB-78 Boomer 19 Bridge Replacement 18229	On 210TH ST, Over PIGEON CREEK, S27 T77 R43 REPLACE EXISTING BRIDGE WITH A NEW BRIDGE 27 / 77 / 43	40 0.000 miles 290830	Previous	\$0 320 Bridges SWAP	Local FM Special						\$1,200
FM-C078()-55-78 M47 Resurfacing 47269	On M47, Over WALNUT CREEK, from H12 N 6 miles to Highway 92 Montgomery County funding agreement required for Montgomery County portion.	5 8.600 miles 256481	New	\$0 366 HMA Paving FM	Local FM Special						\$2,100
					FA		1,200				
					SWAP			2,100			
					FA						
					SWAP						



## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Accomp Year Fund	Priority Years					Total
						1st FY 2022	2nd FY 2023	3rd FY 2024	4th FY 2025	5th FY 2026	
L-CE3--73-78 Center 03 Bridge Replacement 14525	On IDLEWOOD RD, Over GRAYBILL CREEK, 0.1 miles S3 T75 R39	15 0.000 miles 285310	Previous	\$60 320 Bridges Local	Local FM Special FA			60			\$60
	REPLACE EXISTING BRIDGE/NEW DAY LABOR 80' BRIDGE 3 / 75 / 39				SWAP						
L-(GR16)--73-78 Grove 16 Bridge Replacement 36165	On BEECHNUT RD, Over FARM CREEK, S23 T74 R39	10 0.000 miles 283810	Previous	\$60 320 Bridges Local	Local FM Special FA			200			\$200
	SD, 80' 23 / 74 / 39				SWAP						
L-(GR12)--73-78 Grove 12 Bridge Replacement 36163	On 432ND ST, Over JORDAN CREEK, S17 T74 R39	15 0.000 miles 283770	Previous	\$80 320 Bridges Local	Local FM Special FA			276			\$276
	SD, 140' 17 / 74 / 39				SWAP						
L-(BE02)--73-78 Belknap 2 Bridge Replacement 36157	On IDLEWOOD RD, Over SLOCUM CREEK, S3 T75 R40	10 0.000 miles 285680	Previous	\$60 320 Bridges Local	Local FM Special FA			200			\$200
	SD, 100' 3 / 75 / 40				SWAP						

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Accomp Year	Priority Years					Total
						1st	2nd	3rd	4th		
					FY 2022	FY 2023	FY 2024	FY 2025	FY 2026		
L-YO-1--73-78 York 1 Bridge Replacement 5353	On ROSEWOOD RD, Over MIDDLE SILVER CREEK, S1 T76 R41	25 0.000 miles 288230	Previous	\$60 320 Bridges Local	Local			145		\$145	
	Replace steel truss 1 / 76 / 41				Special FA SWAP						
LFM-C078()-7X-78 Rockford 6 Bridge Replacement 45181	On L 19, Over DRAINAGE DITCH, S9 T77 R44	40 0.000 miles 45010	Previous	\$40 320 Bridges Local	Local			100		\$100	
	9 / 77 / 44				Special FA SWAP						
BRS-SWAP-C078()-FF-78 Tamarack Road Overpass 13048	On G 18, Over BNSF RR, S19 T77 R41	10 0.000 miles 43580	Previous	\$0 320 Bridges SWAP	Local					\$1,500	
	Removal of bridge, replacement with at grade railroad crossing 19 / 77 / 41				Special FA SWAP			1,500			
STBG-SWAP-C078()-FG-78 G30 Resurfacing 32566	On G30, from Mosquito Creek Bridge East 8 Miles to L66	340 8.000 miles	Previous	\$0 366 HMA Paving SWAP	Local					\$2,400	
					Special FA SWAP			1,600			
								800			

## SECONDARY ROADS FIVE YEAR PROGRAM

Project Number	Location	AADT	Status	Day Labor	Accomp	Priority Years				Total	
						Year	1st	2nd	3rd		4th
Project Name	Description of Work	Length	FM	Type of Work	FY	FY	FY	FY	FY		
Project ID	Section / Township / Range	Federal ID	Transfer	Project Type	Fund	2022	2023	2024	2025	2026	
FM-C078()-55-78	On M16, from G30 N 5 miles to	10	Previous	\$0	Local						\$1,500
M16 Resurfacing	G18	5.280 miles		366 HMA Paving	FM					1,500	
45179				FM	Special						
					FA						
					SWAP						
STBG-SWAP-C078()-FG-78	On G 37, from I29 E 2.25 miles	35	New	\$0	Local						\$2,000
Old Mormon Bridge Road	to Old :Lincoln Highway	2.180 miles		366 HMA Paving	FM					1,200	
Resurfacing											
47270		43981		SWAP	Special						
					FA						
					SWAP					800	

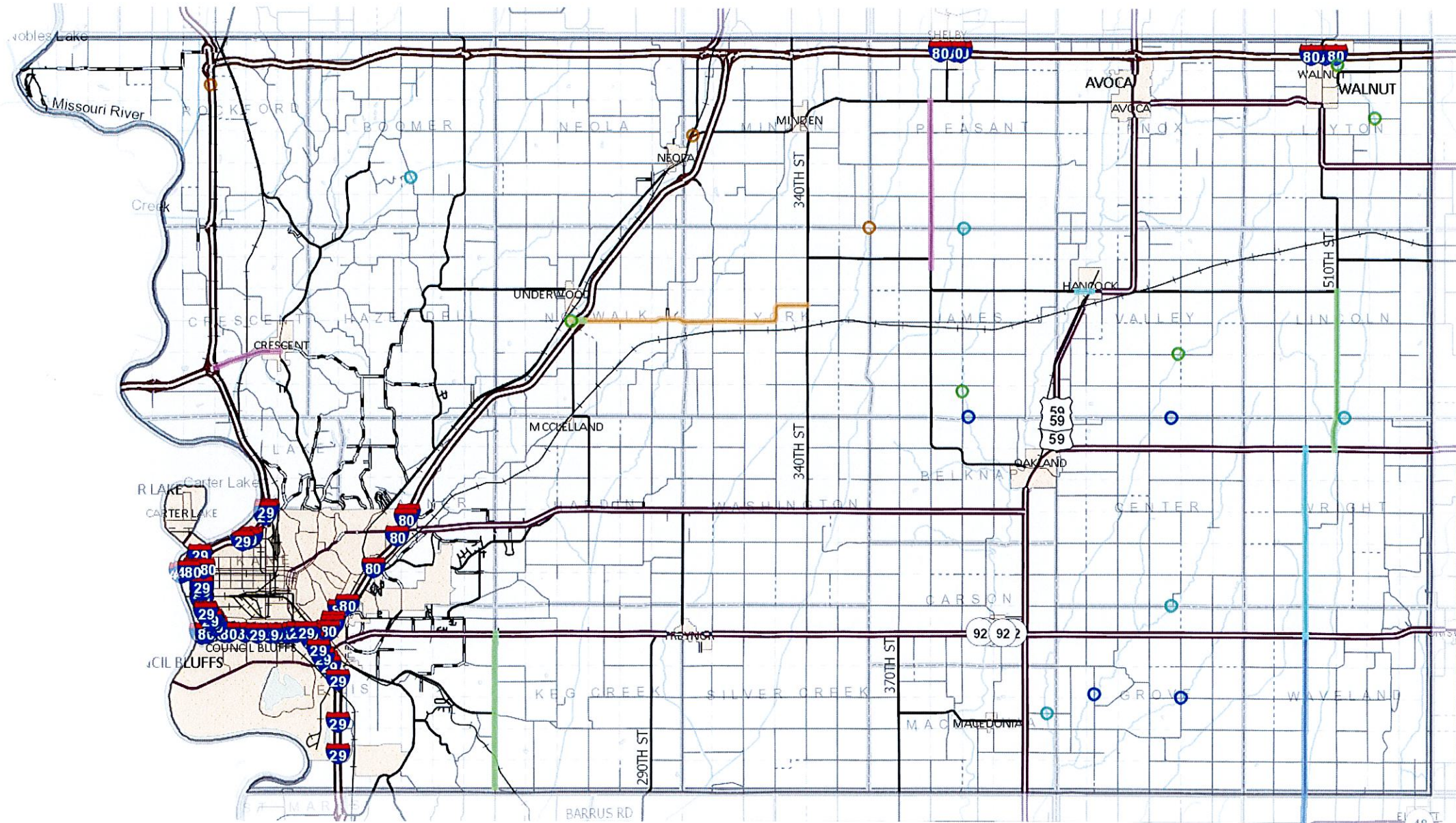
## SECONDARY ROADS FIVE YEAR PROGRAM

### Paving Point Computations

Local or FM Route	Project Number	Location	Type of Work	Year	Road Type	AADT	Pavement Proximity	Trucks	Bonus	Total
Local	L-C078()-73-78	On 240th Street, from Applewood Road N 5 miles to Highway 92	366 HMA Paving	2022	10	12	19	15	0	56

## SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2022	2023	2024	2025	2026
SWAP	\$900,000	\$1,200,000	\$0	\$2,300,000	\$800,000
FM	\$3,300,000	\$2,700,000	\$2,100,000	\$1,600,000	\$2,700,000
Local	\$5,634,000	\$926,000	\$736,000	\$245,000	\$0



**John Rasmussen/County Engineer**

**Discussion and/or decision to approve:**

**Project plans for STBG-SWAP-CO78(204)—FG-78; L66**

**Paving from Highway 6 to G30.**

POTTAWATTAMIE COUNTY  
 H.M.A. PAVEMENT-NEW  
 STBG-SWAP-C078(204)--FG-78  
 LETTING DATE  
 JULY 20, 2021

This project is covered by the Iowa Department of Natural Resources NPDES General Permit No. 2. The contractor shall carry out the terms and conditions of General Permit No. 2 and the storm water pollution prevention plan which is a part of these contract documents. Refer to Section 2602 of the Standard Specifications for additional information.

# IOWA DOT

## Highway Division

PLANS OF PROPOSED IMPROVEMENTS ON THE

# FARM TO MARKET SYSTEM

## POTTAWATTAMIE COUNTY

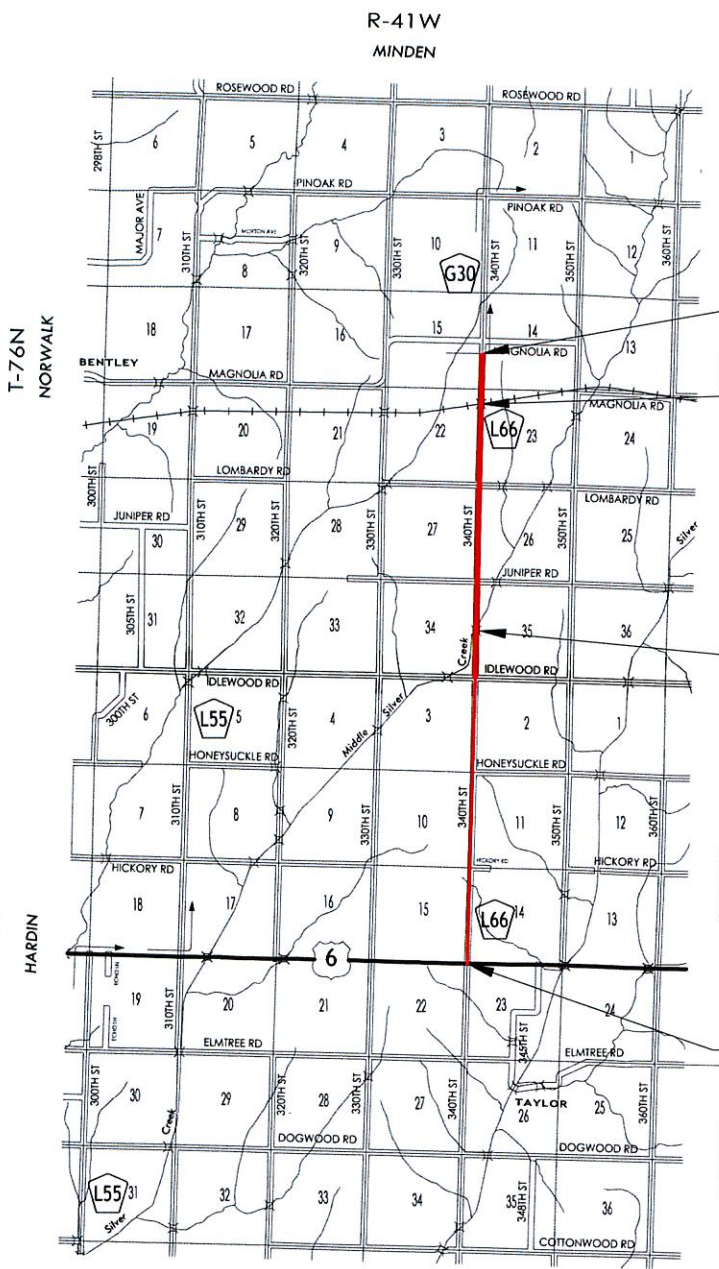
### H.M.A. PAVEMENT - NEW

### COUNTY HIGHWAY L66

ON L66, FROM THE HIGHWAY 6 INTERSECTION NORTH 6.5 MILES  
TO THE SOUTH INTERSECTION OF G30

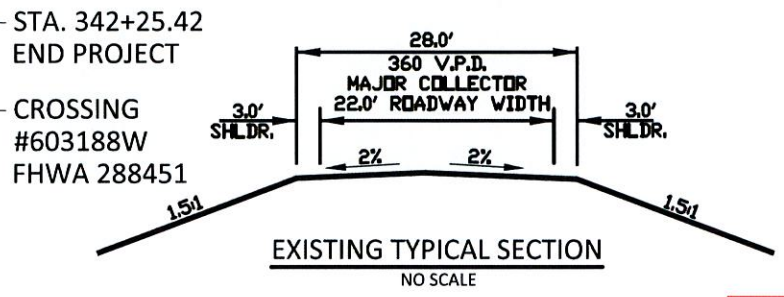
	TOTAL SHEETS
	53
PROJECT NUMBER	
STBG-SWAP-C078(204)--FG-78	

INDEX OF SHEETS	
NO.	DESCRIPTION
A.1	TITLE SHEET, INDEX OF SHEETS, MILEAGE SUMMARY, LOCATION MAP AND EXISTING TYPICAL SECTION
B.1-B.6	TYPICAL SECTIONS AND DETAILS
C.1-C.10	QUANTITIES, ESTIMATE REFERENCE NOTES AND TABULATIONS
D.1-D.23	PLAN AND PROFILE SHEETS
G.1	ALIGNMENT COORDINATES, CURVE AND SUPER ELEVATION DATA
J.1	DETOUR, TRAFFIC CONTROL AND STAGING PLAN
W.1	ROADWAY CROSS SECTIONS
X.1-X.9	ENTRANCE CROSS SECTIONS

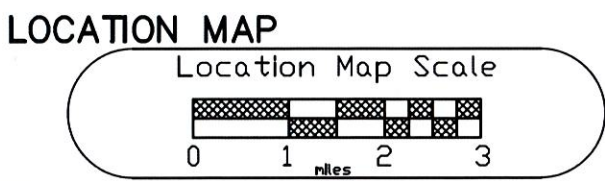
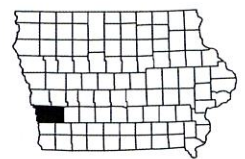


REFER TO PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

SEE TAB 105-4 ON SHEET C.4 FOR A LISTING OF ALL APPLICABLE STANDARD ROAD PLANS

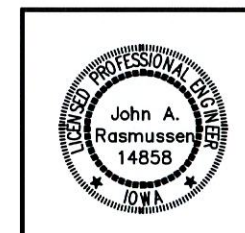


MILEAGE SUMMARY			
Div.	Location	Lin. Ft.	Miles
	MAIN LINE L66 STA. 0+23.33 TO STA. 342+25.42	34202.09	6.477
	YO33 BRIDGE AND APPROACHES STA. 182+24.03 TO STA. 184+62.88	-238.85	-0.045
	YO22 BRIDGE, APPROACHES AND PAVING STA. 305+01.93 TO STA. 316+79.74	-1177.81	-0.223
	PROJECT LENGTH OF ROADWAY	32785.43	6.209



- UTILITY COMPANY**
- (CTLIA01) CENTURYLINK  
 Contact Name: Tom Sturmer  
 Contact Phone: 3034539927  
 Contact Email: [Thomas.sturmer@centurylink.com](mailto:Thomas.sturmer@centurylink.com)
- (FCI) FRONTIER COMMUNICATIONS  
 Contact Name: Trent Flockhart  
 Contact Phone: 5155731268  
 Contact Email: [trent.flockhart@ftr.com](mailto:trent.flockhart@ftr.com)
- (INS) AUREON NETWORK SERVICES  
 Contact Name: Jeff Klocko  
 Contact Phone: 5158300445  
 Contact Email: [jeff.klocko@aureon.com](mailto:jeff.klocko@aureon.com)
- (M11E) MIDAMER-ELEC  
 Contact Name: Chris Waite  
 Contact Phone: 7122935503  
 Contact Email: [cwaite@midamerican.com](mailto:cwaite@midamerican.com)
- (M39E) MIDAMER-ELEC  
 Contact Name: David Fitch  
 Contact Phone: 7123665669  
 Contact Email: [dfitch@midamerican.com](mailto:dfitch@midamerican.com)
- (NVR) NISHNABOTNA VALLEY REC  
 Contact Name: Shadon Blum  
 Contact Phone: 7127521166  
 Contact Email: [sblum@nvrec.com](mailto:sblum@nvrec.com)
- (SCY) SPRINT NEXTEL  
 Contact Name: Michael Chebul  
 Contact Phone: 4028808720  
 Contact Email: [michael.j.chebul@sprint.com](mailto:michael.j.chebul@sprint.com)
- (WGC) CENTURYLINK  
 Contact Name: Tech On Duty  
 Contact Phone: 8773668344  
 Contact Email: [Nationalrelo@Centurylink.com](mailto:Nationalrelo@Centurylink.com)
- (WINIA) WINDSTREAM COMMUNICATIONS  
 Contact Name: LOCATE DESK  
 Contact Phone: 8002891901  
 Contact Email: [LOCATE.DESK@WINDSTREAM.COM](mailto:LOCATE.DESK@WINDSTREAM.COM)

DESIGN DATA RURAL			
2012 AADT	350	V.P.D.	
2016 AADT	360	V.P.D.	
TRUCKS	10	%	
Total Design ESALs	360	V.P.D.	



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature  
**JOHN RASMUSSEN**  
 Printed or Typed Name

My license renewal date is December 31, 2021  
 Date

Pages or sheets covered by this seal: **ALL SHEETS INDEXED**

Z:\Civil 3D Projects\2020\L66\_Reconstruction\_South\DWG\78L66204\_A1.dwg, 4/8/2021 9:57:33 AM, DWG To PDF.pc3



## **Mark Shoemaker/Director, Conservation**

### **Discussion and/or decision to approve:**

**Farm Lease with Nick Hanson D/B/A Hanson Brothers Land & Livestock LLC for property legally described as: Commencing at the Southwest corner of the SW1/4 NW1/4 of Section 22, Township 76, Range 44, thence West along the South line of said SW1/4 NW1/4 to the Intersection of the East right -of- way line of the I.C. Railroad, thence Northerly along this Right-of-way line 1545 feet, thence Easterly 200 feet along the centerline of a Drainage ditch, thence continuing Southeasterly along this ditch 1301 feet to a point On the East line of SW1/4 NW1/4 802 feet North of the Southeast corner of saidSW1/4 NW1/4, thence South 802 feet along said East line to the Point of Beginning. Commonly referred to as Crescent Wildlife Area.**

## RECORDER'S COVER SHEET

**Preparer Information:**

Leanne A. Gifford  
Assistant Pottawattamie County Attorney  
227 S. 6th Street; 5th Floor  
Council Bluffs, Iowa 51501  
Telephone: (712) 328-5649

**Taxpayer Information:**

Mark Shoemaker, Director Pottawattamie County Conservation  
223 S 6th Street  
Council Bluffs, IA 51501  
Telephone: (712) 328-5638

**Return Document To:**

Mark Shoemaker, Director Pottawattamie County Conservation  
223 S 6th Street  
Council Bluffs, IA 51501  
Telephone: (712) 328-5638

**Grantors:**

Pottawattamie County

**Grantees:**

Nick Hanson  
D/B/A Hanson Brothers Land & Livestock, LLC

**Legal Description:**

See Page 2

**Document or instrument number if applicable:**



## 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 Nick Hanson D/B/A Hanson Brothers Land & Livestock LLC ("Tenant"), whose address for the purpose of this Lease is 28657 185<sup>th</sup>, Honey Creek, Iowa 51542.

### 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 in the SW 1/4 NW1/4 and the NW1/4 NW1/4 of Section 22, Township 76, Range 44, Pottawattamie County, Iowa, described as follows: Commencing at the Southwest corner of the SW1/4 NW1/4 of Section 22, Township 76, Range 44, thence West along the South line of said SW1/4 NW1/4 to the Intersection of the East right -of- way line of the I.C. Railroad, thence Northerly along this Right-of-way line 1545 feet, thence Easterly 200 feet along the centerline of a Drainage ditch, thence continuing Southeasterly along this ditch 1301 feet to a point On the East line of SW1/4 NW1/4 802 feet North of the Southeast corner of said SW1/4 NW1/4, thence South 802 feet along said East line to the Point of Beginning. This parcel contains road right-of-way.

and containing 12.6 total acres, more or less, with possession by Tenant for a term of 2 year to commence on March 1, 2021, and end on March 1, 2023. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. 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 \$2,646.00 (\$210 per acre) payable as follows:

\$1,323.00 on March 1, 2021 and \$1,323.00 on September 1, 2021; and  
\$1,323.00 on March 1, 2022 and \$1,323.00 on September 1, 2022.

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. **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.

4. **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.

5. **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.

6. **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.
7. **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.
8. **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.
9. **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.

10. **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.
11. **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.
12. **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.
13. **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.
14. **NO AGENCY.** Tenant is not an agent of the Landlord.
15. **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.
16. **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.
17. **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.
18. **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.

19. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
20. **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.
21. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
22. **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.
23. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.

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

TENANT:

LANDLORD:

\_\_\_\_\_  
 Nick Hanson D/B/A  
 Hanson Brothers Land & Livestock, LLC

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

\_\_\_\_\_  
 Attest: Melvyn Houser, Auditor

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on \_\_\_\_\_ day of April, 2021 by Scott Belt & Melvyn Houser, 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, 2021 by Nick Hanson.

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

## **Mark Shoemaker/Director, Conservation**

### **Discussion and/or decision to approve:**

**Farm Lease with Nick Hanson D/B/A Hanson Brothers Land & Livestock LLC for property legally described as: Commencing at the center of said Section 28; thence S89°36'07"E 1099.49 ft. along the north line of said NW 1/4 SE 1/4; thence S22°11'50"W 112.44 ft.; thence southwesterly 614.43 ft. along a 768.51 ft. radius curve, concave northwesterly, and having a chord bearing S45°06'05"W 598.19 ft.; thence S68°00'20"W 681.74 ft. to a point on the west line of said NW 1/4 SE 1/4; thence N0°04'55"W 789.31 ft. along said west line to said center of Section 28, the Point of Beginning. Commonly referred to as Pheasants Forever Food Plot.**

## RECORDER'S COVER SHEET

**Preparer Information:**

Leanne A. Gifford  
Assistant Pottawattamie County Attorney  
227 S. 6th Street; 5th Floor  
Council Bluffs, Iowa 51501  
Telephone: (712) 328-5649

**Taxpayer Information:**

Mark Shoemaker, Director Pottawattamie County Conservation  
223 S 6th Street  
Council Bluffs, IA 51501  
Telephone: (712) 328-5638

**Return Document To:**

Mark Shoemaker, Director Pottawattamie County Conservation  
223 S 6th Street  
Council Bluffs, IA 51501  
Telephone: (712) 328-5638

**Grantors:**

Pottawattamie County

**Grantees:**

Nick Hanson  
D/B/A Hanson Brothers Land & Livestock, LLC

**Legal Description:**

See Page 2

**Document or instrument number if applicable:**



## 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 Nick Hanson D/B/A Hanson Brothers Land & Livestock LLC ("Tenant"), whose address for the purpose of this Lease is 28657 185<sup>th</sup>, Honey Creek, Iowa 51542.

### 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 located in the NW 1/4 SE 1/4 of Section 28, T76N, R44W of the 5th P.M., Pottawattamie County, Iowa, more particularly described as follows: Commencing at the center of said Section 28; thence S8936'07"E 1099.49 ft. along the north line of said NW 1/4 SE 1/4; thence S22°11'50"W 112.44 ft.; thence southwesterly 614.43 ft. along a 768.51 ft. radius curve, concave northwesterly, and having a chord bearing S45°06'05"W 598.19 ft.; thence S68°00'20"W 681.74 ft. to a point on the west line of said NW 1/4 SE 1/4; thence N0°04'55"W 789.31 ft. along said west line to said center of Section 28, the Point of Beginning. Said parcel contains 13.27 acres, more or less, with possession by Tenant for a term of 2 years to commence on March 1, 2021, and end on March 1, 2023. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. 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 \$2,520.00 (\$210 per acre) payable as follows:

\$1,260.00 on March 1, 2021 and \$1,260.00 on September 1, 2021; and  
\$1,260.00 on March 1, 2022 and \$1,260.00 on September 1, 2022.

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. **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.

4. **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.

5. **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.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.

11. **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.
12. **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.
13. **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.
14. **NO AGENCY.** Tenant is not an agent of the Landlord.
15. **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.
16. **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.
17. **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.
18. **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.
19. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
20. **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.

21. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
22. **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.
23. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.

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

TENANT:

LANDLORD:

\_\_\_\_\_  
Nick Hanson D/B/A  
Hanson Brothers Land & Livestock, LLC

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

\_\_\_\_\_  
Attest: Melvyn Houser, Auditor

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on \_\_\_\_\_ day of April, 2021 by Scott Belt & Melvyn Houser, 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, 2021 by Nick

Hanson.

---

Signature of Notary Public

**Matt Wyant/Director, Planning and  
Development and John Rasmussen/County  
Engineer**

**Update and discussion on rural water and pavement  
of 240<sup>th</sup> Street.**

**Other Business**

**Doug Reed/Emergency Management Director**

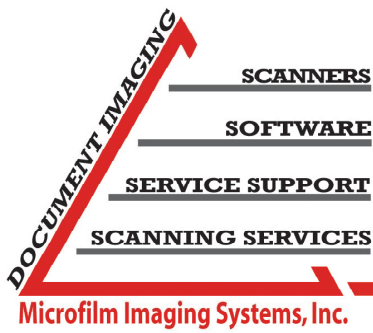
**Discussion on Countywide Radios**

**Discussion on  
Western Iowa Development Association**

## **Melvyn Houser/Auditor**

**Discussion and/or decision to approve:**

**Auditor's Office Scanning Project with Microfilm Imaging Systems, Inc. not to exceed \$27,630.00.**



2530 Harney Street • Omaha, NE 68131  
 (402) 346-7211 • 800-346-1365  
 Fax (402) 346-6643  
 www.MicrofilmImaging.com

April 9, 2021

Melvyn Houser  
 Pottawattamie County Auditor  
 227 South 6th Street  
 P.O. Box 649  
 Council Bluffs, IA 51501

Dear Melvyn:

I am pleased to submit our quotation for scanning historic Auditor files from the building to be destroyed.

**NORMAL SCANNING LETTER SIZE DOCUMENTS – IN FOLDERS – IN BOXES:**

Estimate 158 boxes to be scanned.

Some of the paper is in file cabinets and will be boxed and labeled by MIS staff.

Folders will be named and saved as multi-page digital files.

Name Example: Last Name First Name i.e. Reiter Curtis

Price per box	\$120.00	
Estimate 160 boxes @ \$120.00 =		\$19,200.00

**BOXES WITH CONTINUOUS FORMS:**

Estimate 8 boxes.

The paper will be scanned in 5 foot sections.

The paper will be named and saved as multi-page digital files.

Folders/Files will be named based on annual pay periods.

Price per box	\$250.00	
Estimate 8 boxes at \$250.00 =		\$ 2,000.00

**DRAINAGE BOOKS:**

Estimate 10 books>

The paper will be scanned on large format scanners.

Books will be named and saved by district.

Price per book	\$105.00	
Estimate 10 books at \$105.00 =		\$ 1,050.00

Labor to box, move the boxes to first floor and transport the boxes to Sioux City for Scanning.		\$ 1,380.00
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Total estimated cost for this scanning project = \$23,630.00

Prices include shredding.

PRICE NOT TO EXCEED \$27,630.00

MIS will plan to move the boxes the week of April 19<sup>th</sup>.

Thank you for the opportunity to submit this quotation. For additional information, please call my cell phone at 402-690-7063 or email [Curt@MicrofilmImaging.com](mailto:Curt@MicrofilmImaging.com).

Sincerely,

Curtis Reiter  
President  
Microfilm Imaging Systems, Inc.

**Received/Filed**

# Fee Book (03/01/2021 - 03/31/2021)

Criteria FUS01\_RPT\_POTT.TndrDate) >= #03/01/2021# AND (FMXFUS01\_RPT\_POTT.TndrDate) <= #03/31/2021#

	<u>Count</u>	<u>Total Fund Amount</u>
<b>Recording Fees</b>		
RMA	1598	\$1,609.00
E-Commerce	1598	\$1,609.00
Audit	316	\$1,740.00
Recording	1598	\$41,030.00
County Transfer Tax	169	\$10,134.68
State Transfer Tax	169	\$48,618.12
Photo Copies	27	\$352.00
<b>Total For Recording Fees</b>	<b>5475</b>	<b>\$105,092.80</b>
<b>Other Fees</b>		
COUNTY PASSPORT POSTAGE FUND	52	\$7,503.50
<b>Total For Other Fees</b>	<b>52</b>	<b>\$7,503.50</b>
<b>Boats</b>		
Boat Writing	23	\$190.00
Boat State	22	\$1,917.40
Boat Title County	19	\$235.00
Boat Title State	19	\$305.50
Boat Liens State	6	\$52.00
Use Tax	23	\$29,083.69
Boat Lien County	6	\$40.00
Road Pass	17	\$2,300.00
DNR Postage	9	\$20.00
<b>Total For Boats</b>	<b>144</b>	<b>\$34,143.59</b>
<b>ELSI</b>		
ELSI Couny	43	\$473.75
ELSI State	22	\$2,512.50
<b>Total For ELSI</b>	<b>65</b>	<b>\$2,986.25</b>
<b>Vitals</b>		
Cert Copy County	66	\$2,944.00
Cert Copy State	66	\$8,096.00
Marriage County	53	\$212.00
Marriage State	53	\$1,643.00
<b>Total For Vitals</b>	<b>238</b>	<b>\$12,895.00</b>
<b>Collected Total:</b>		<b>\$162,621.14</b>
<b>Charged Total:</b>		<b>\$98.00</b>
<b>Grand Total:</b>		<b>\$162,719.14</b>

# Recorder

MR #	40528	Mar-21		5199	\$68,548.93
Amount	Account #	Account Name			
\$3,156.00	0001-1-07-8110-413000-000	Vital Records			
\$1,609.00	0024-1-07-8110-400001-000	RMA			
\$473.75	0001-1-07-8110-409000-000	ELSI			
\$10,134.68	0001-1-07-8110-404000-000	Transfer Tax			
\$41,382.00	0001-1-07-8110-400000-000	Office Fees			
\$1,740.00	0001-1-07-8110-410000-000	Auditor Fees			
\$190.00	0001-1-07-8110-402000-000	Boat Writing Fee			
\$40.00	0001-1-07-8110-402000-000	Boat Liens			
\$7,503.50	0001-1-07-8110-414000-000	Passports			
\$20.00	0001-1-07-8110-415000-000	DNR Boat Postage			
\$2,300.00	0001-1-07-8110-407000-000	ATV ROADPASS			
<b>\$68,548.93</b>	<b>Total</b>	Checks prepared by: M.H.	Signed by: M.A.B.		

*Syan Henington, Deputy*

**Closed Session**