

Consent Agenda

September 26, 2023

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

Motion by Miller, and second by Belt to remove item 7.A from the Study Session section of the agenda.

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

- A. September 19, 2023, Minutes as read.
- B. Attorney's Office – Employment of Kristen Bracker as an Attorney II.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Wichman, second by Miller, to approve funding for Pottawattamie County Housing Trust Fund in the amount of \$15,000, to be paid from gaming for the next 4 years.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to approve aerial photo acquisition for GIS.

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

10:30-Chairman Shea recessed the Board of Supervisor meeting and opened the C& R Levee District meeting with Harrison County. The C & R Levee meeting district met and concluded their business at 10:47 A.M.

Chairman Shea reopened the Board of Supervisors meeting.

Motion by Belt, second by Miller, to approve the purchase of a refurbished scissors lift with a 2-year warranty, to be paid out of gaming.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to approve contract to Oden Enterprises for bridge materials.

UNANIMOUS VOTE. Motion Carried

3. OTHER BUSINESS

Motion by Belt, second by Wichman, to approve tax abatement for Myrtue Medical Center for property located at 510 N Elm St, Avoca (Parcel No. 773909332009).

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Miller, to approve job description for Communications Administrative Coordinator.

UNANIMOUS VOTE. Motion Carried.

4. COMMITTEE APPOINTMENTS

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

5. RECEIVED/FILED

- A. Out of State Travel Notification(s):
 - 1) Jail – Out of State Travel Notification for Shannon Holman, Kayla Smeal, and Corey Little.
 - 2) Sheriff – Out of State Travel Notification for Steve Winchell.
- B. Salary Action (s):
 - 1) Sheriff – Payroll status change for Jeremy Harker.
 - 2) Communications – Payroll status change for Merissa Cox.
 - 3) Auditor – Payroll status change for Kristi Everett.

6. PUBLIC COMMENTS

No Public Comments.

7. STUDY SESSION

John Rasmussen/Engineer appeared before the Board to discuss the Special Assessment District procedures.

Discussion only. No Action Taken.

John Rasmussen/Engineer appeared before the Board to discuss Secondary Road Budget strategies for FY24.

Discussion only. No Action Taken.

8. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:55 A. M

Brian Shea, Chairman

ATTEST:

Becky Lenihan, Finance & Tax Officer, Auditor’s Office

APPROVED: October 3, 2023

PUBLISH: X

Scheduled Sessions

Matt Wyant/Director and/or
Pam Kalstrup/Zoning & Land
Use Coordinator, Planning and
Development

**Public Hearing to consider disposing of real property by
lease pursuant to Iowa Code Section 331.361(2).**



FEMA

September 11, 2023

Director Benson
Iowa Homeland Security and
Emergency Management Department
Attn: Hazard Mitigation
7900 Hickman Road, Suite 500
Windsor Heights, Iowa 50324

Subject: Hazard Mitigation Grant Program Approval of Open Space Use Request
Disaster: FEMA-DR-4421-IA
Subrecipient: Pottawattamie County

Director Benson:

The Federal Emergency Management Agency (FEMA) Region 7 does not object to your Open Space Use request letter dated August 15, 2023. This will allow Pottawattamie County to lease the following acquired and deed restricted properties under FEMA-4421-DR to local farmers, to serve as productive farm ground and/or pasture area.

- 14897 Marigold Ln, Crescent Township (9-76-44)
- 24699 152nd St, Crescent Township (22-76-44)
- 15273 Missouri Ave, Crescent Township (15-76-44)

FEMA finds that, all the leases prepared by the County's legal department conform with the requirements under 44 CFR § 80.19(a), and the FY15 HMA Guidance Addendum Part A.6.1. Allowable Uses of Open Space. All the leases reference the recorded deed restrictions to the land use and outline that no structures, including fencing, may be installed on these deed restricted properties. Any development or improvements on the property shall be in accordance with proper floodplain management policies and practices.

As a reminder, per 44 CFR § 80.19(a)(4), no federal entity or source may provide disaster assistance for any purpose with respect to these properties, nor may any application for such assistance be made to any federal entity or source. The recipient/subrecipient will continue to certify every three (3) years that these properties are maintained consistent with the provisions of 44 CFR §80.

If you should have any questions concerning this action, please contact Brian Woltz, Acting Director, Mitigation Division at (816) 808-3664.

Sincerely,

**ANDREA K
SPILLARS**

Digitally signed by
ANDREA K SPILLARS
Date: 2023.09.12
14:30:05 -05'00'

Andrea Spillars
Regional Administrator, Region 7
Federal Emergency Management Agency

331.361 County property.

1. Counties bounded by a body of water have concurrent jurisdiction over the entire body of water lying between them.

2. In disposing of an interest in real property by sale or exchange, by lease for a term of more than three years, or by gift, the following procedures shall be followed, except as otherwise provided by state law:

a. The board shall set forth its proposal in a resolution and shall publish notice of the time and place of a public hearing on the proposal, in accordance with [section 331.305](#).

b. After the public hearing, the board may make a final determination on the proposal by resolution.

c. When unused highway right-of-way is not being sold or transferred to another governmental authority, the county shall comply with the requirements of [section 306.23](#).

3. An interest in real property which is assessed for taxation as residential or commercial multifamily property may be disposed of through a public request for proposals process. A proposal submitted pursuant to [this section](#) shall state the housing use planned by the person submitting the proposal. The board shall publish the proposals in a notice of the time and place of a public hearing on the proposals, in accordance with [section 331.305](#). After the public hearing, the board may choose by resolution from among the proposals submitted or may reject all proposals and submit a new request for proposals.

4. The board shall not dispose of real property by gift except for a public purpose, as determined by the board, in accordance with other state law.

5. The board shall:

a. Proceed upon a petition to establish a memorial hall or monument under [chapter 37](#), as provided in that chapter.

b. Comply with [section 103A.10, subsection 4](#), in the construction of new buildings.

c. Proceed upon a petition to, or with approval of the voters, establish a county public hospital under [chapter 347](#) or sell or lease a county hospital for use as a private hospital or as a merged area hospital under [chapter 145A](#) or sell or lease a county hospital in conjunction with the establishment of a merged area hospital in accordance with procedures set out in [chapter 347](#).

d. Bid for real property at a tax sale as required under [section 446.19](#), and handle the property in accordance with [section 446.31](#) and [chapter 569](#).

e. Require the conduction of a life cycle cost analysis for county facilities in accordance with [chapter 470](#).

f. Comply with [chapter 216D](#) if food service is provided in public buildings.

g. Comply with [section 216C.9](#) if curb ramps and sloped areas are constructed.

h. Provide facilities for the district court in accordance with [section 602.1303](#).

i. Perform other duties required by state law.

6. In exercising its power to manage county real property, the board may lease land for oil and gas exploration as provided in [section 458A.21](#).

7. The board shall not lease, purchase, or construct a facility or building before considering the leasing of a vacant facility or building which is located in the county and owned by a public school corporation. The board may lease a facility or building owned by the public school corporation with an option to purchase the facility or building in compliance with [section 297.22](#). The lease shall provide that the public school corporation may terminate the lease if the corporation needs to use the facility or building for school purposes. The public school corporation shall notify the board at least thirty days before the termination of the lease.

1. [C51, §95; R60, §223; C73, §280; C97, §395; C24, 27, 31, 35, 39, §5129; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §332.2; S81, §331.361(1); [81 Acts, ch 117, §360](#)]

2, 3. [C24, 27, 35, 39, §5130; C46, 50, 54, 58, 62, 66, §332.3; C71, 73, 75, 77, 79, §332.3, 569.8; C81, §332.3(13); S81, §331.361(2, 3); [81 Acts, ch 117, §360](#)]

4. [C39, §5130.1; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §332.5; S81, §331.361(4); [81 Acts, ch 117, §360](#)]

5. [C24, 27, 31, 35, 39, §487; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §37.5; S81, §331.361(5); [81 Acts, ch 117, §360](#)]

6. [S81, §331.361(6); [81 Acts, ch 117, §360](#)]

7. [[82 Acts, ch 1148, §3](#)]

[83 Acts, ch 186, §10076, 10201](#); [85 Acts, ch 185, §1](#); [87 Acts, ch 35, §2](#); [94 Acts, ch 1173, §19](#); [96 Acts, ch 1204, §30](#); [97 Acts, ch 184, §5](#); [2007 Acts, ch 54, §32](#); [2010 Acts, ch 1079, §12](#)

Referred to in [§350.4, 446.19A, 569.8, 589.28](#)

Matt Wyant/Director and/or
Pam Kalstrup/Zoning & Land
Use Coordinator, Planning and
Development

Discussion and/or decision to authorize Board to sign Resolution No. 52-2023, to authorize Chairman to enter into a Farm Lease with Crescent Iowa Farm LLC for Part of the Government Lot 6 22-76-44 or 24699 152nd St.

RECORDER' S COVER SHEET

Return Document to:

Pottawattamie County Office of Planning and Development
223 South 6th Street, Suite 4
Council Bluffs, IA 51501-4245
(712) 328-5792

Document Title:

Pottawattamie County
Farm Lease between County and Crescent Iowa Farm LLC
24699 152nd St, Crescent Township (22-76-44)



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County, Iowa ("Landlord"), whose address for the purpose of this Lease is 227 S. 6th Street, Council Bluffs, IA 51501 and Crescent Iowa Farm LLC ("Tenant"), whose address for the purpose of this Lease is C/O Joe Frost 1334 Copper Mountain Dr, Crescent, IA 51526.

THE PARTIES AGREE AS FOLLOWS:

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

A part of the accretions to government Lot 6 in Section 22, Township 76 North, Range 44 West, which is more particularly described as follows:

Commencing at the Northeast corner of said Section 22, thence South 51 degrees 34'51" West, 2730 feet to the Point of Beginning thence South 12 degrees 56'03" West 221.16 feet to the centerline of a county road, thence Northwesterly 238.90 feet along said county road along a 3,621.24 foot radius curve to the left; thence North 86 degrees 48'35" West 92.52 feet; thence North 13 degrees 18'40" East, 181.09 feet; thence along a 20 foot radius curve to the right 36.49 feet; thence, South 77 degrees 57'13" East, 121.10 feet; thence South 77 degrees 10'53" East, 185.60 feet to the Point of Beginning, subject to public right of way, Pottawattamie County, Iowa.

and containing 1.35 (total acres), more or less, with possession by Tenant for a term of 15 years to commence on May 15, 2024, and end on May 15, 2039. 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 cash rent of \$0.00, and any property taxes assessed on the Real Estate. The property taxes, if any, will be due and payable in full no later than September 15 of each year for the duration of this lease. Landlord may, at its sole discretion, have the property tax statements sent directly to Tenant. Failure to pay the property taxes in a timely manner will be a breach of this Lease, and may result in termination of the Lease effective March 1 of the year following failure to pay the taxes.

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

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

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

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

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

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and 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, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. 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. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Tenant.

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 may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations 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 programs.

6. **ENVIRONMENTAL.**

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

- i. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of

toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

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

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

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

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

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all

applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

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

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$0.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

11. **REPAIRS.** Tenant shall maintain the fences on the Real Estate 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. If a fence must be totally replaced Landlord will pay one-half of the labor.
12. **IMPROVEMENTS.** No structures of any kind, including fencing, shall be erected during the term of this lease.
13. **WELL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, 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, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
16. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
20. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
21. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and

it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

22. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.

23. **INSURANCE/TAXES.** Landlord 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. Taxes are the sole responsibility of Tenant, as provided in Paragraph 2 herein.

24. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.

25. **NO WAIVER.** Landlord's failure to enforce any portion of this Lease shall not constitute a waiver of its right to enforce the same or other Lease provisions should further breaches occur.

26. ADDITIONAL PROVISIONS:

The Tenant shall be subject to all of the terms and conditions of the Attached Hazard Mitigation Grant Program Deed Restriction Agreement, Section 1, Terms; Section 5, Amendment; and Section 6, Severability. See EXHIBIT A. In the event of a conflict between any of the provisions of this Lease Agreement and said Exhibit A, the terms of the applicable provisions of said Exhibit A shall be controlling.

The Tenant recognizes that the subject property had previously been a location where buildings and other improvements had been located. While in the demolition and removal of those improvements the Landlord took precautions to remove any obstructions to below the grade of the soil, the Landlord does not make any warranties relative to surface or sub-surface obstructions.

It shall be the responsibility of the Tenant, both physically and financially, to remove any and all trees, weeds and other vegetation present on the property, including electrical poles, to create an area suitable for planting of crops. The Tenant shall notify the Landlord of the approximate date planned for said removal.

TENANT:

Crescent Iowa Farm LLC

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Crescent Iowa Farm LLC,

Notary Public

POTTAWATTAMIE COUNTY:

Brian Shea, Chairman
Board of Supervisors.

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by Brian Shea as Chairman of Board of Supervisors for Pottawattamie County, Iowa.

Notary Public



DocId:8631185

Tx: 5028088

2023-05504

RECORDER ANDREW MOATS

POTTAWATTAMIE COUNTY, IA

FILE TIME: 06/14/2023 10:03:14 AM

RECORDING FEE 25.00

RMA FEE 1.00

ECM FEE 1.00

R FEES \$25.00 RMA \$1.00

A FEES _____ ECOM \$1.00

T TAX\$ _____

Prepared by and Return to: Deborah L. Petersen, Petersen Law PLLC, 215 S. Main Street, Suite 301, Council Bluffs, IA 51503, Phone: 712-328-8808

Taxpayer: Pottawattamie County, Iowa, 226 S. 6th Street, Council Bluffs, IA 51501

**HAZARD MITIGATION GRANT PROGRAM
DEED RESTRICTION AGREEMENT**

In reference to the property or properties ("Property") conveyed by the Deed between EUGENE WALTER and LORA WALTER, a married couple, participating in the federally-assisted acquisition project ("the Grantor") and POTTAWATTAMIE COUNTY, IOWA, ("the Grantee"), its successors and assigns, described as follows:

A part of the accretions to government Lot 6 in Section 22, Township 76 North, Range 44 West, which is more particularly described as follows:

Commencing at the Northeast corner of said Section 22, thence South 51 degrees 34'51" West, 2730 feet to the Point of Beginning thence South 12 degrees 56'03" West 221.16 feet to the centerline of a county road, thence Northwesterly 238.90 feet along said county road along a 3,621.24 foot radius curve to the left; thence North 86 degrees 48'35" West 92.52 feet; thence North 13 degrees 18'40" East, 181.09 feet; thence along a 20 foot radius curve to the right 36.49 feet; thence, South 77 degrees 57'13" East, 121.10 feet; thence South 77 degrees 10'53" East, 185.60 feet to the Point of Beginning, subject to public right of way, Pottawattamie County, Iowa.

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. §5121 et seq., identifies the use of disaster relief funds under §5170c, **Hazard Mitigation Grant Program ("HMGP")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal mitigation assistance to acquire interest in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the State of Iowa has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency (“FEMA”), and has entered into a mitigation grant program Grant Agreement, dated December 9, 2015, and herein incorporated by reference; making it a mitigation grant program subgrantee.

WHEREAS, the Property is located in Pottawattamie County, Iowa, which participates in the National Flood Insurance Program (“NFIP”) and is in good standing with the NFIP as of the date of the Deed;

WHEREAS, Pottawattamie County, Iowa, acting by and through its Board of Supervisors, by a measure taken on April 6, 2021, (“State-Local Agreement”) and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

NOW, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of HMGP program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant agreement, and the State-local agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the property other than:

- (1) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- (2) A public restroom; or
- (3) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a, above, and approved by the FEMA Administrator in writing before the construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of

freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if FEMA Regional Administrator, through the State, give prior written approval of the transfer in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of

inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years commencing on February 21, 2026, the Grantee (mitigation grant program subgrantee), in coordination with any current successors in interest, shall submit through the State to FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee and subsequent holders of the property interest at the time of the enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including, but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to one or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring the transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. **Severability.** Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Dated: June 13, 2023.

Dated: June 13, 2023.

POTTAWATTAMIE COUNTY, IOWA,
Grantee

Eugene Walter
EUGENE WALTER, Grantor

By: Pam Kalstrup
PAM KALSTRUP, Authorized Agent

Lora Walter
LORA WALTER, Grantor

STATE OF IOWA, COUNTY OF POTTAWATTAMIE, ss:

This record was acknowledged before me on June 13, 2023, by EUGENE WALTER and LORA WALTER, a married couple.



Margaret M McCabe
Signature of Notary Public

STATE OF IOWA, COUNTY OF POTTAWATTAMIE, ss:

Signed and sworn to (or affirmed) before me on June 13, 2023, by PAM KALSTRUP, as AUTHORIZED AGENT for POTTAWATTAMIE COUNTY, IOWA.



Margaret M McCabe
Signature of Notary Public

RESOLUTION NO. 52-2023

RESOLUTION TO DISPOSE OF REAL PROPERTY BY LEASE PURSUANT TO IOWA CODE §331.361(2)

WHEREAS, following the flooding event of 2019, Pottawattamie County, Iowa, has acquired a parcel of land through the Hazard Mitigation Grant Program, which consisting of 1.35 acres and legally described as follows:

A part of the accretions to government Lot 6 in Section 22, Township 76 North, Range 44 West, which is more particularly described as follows:

Commencing at the Northeast corner of said Section 22, thence South 51 degrees 34'51" West, 2730 feet to the Point of Beginning thence South 12 degrees 56'03" West 221.16 feet to the centerline of a county road, thence Northwesterly 238.90 feet along said county road along a 3,621.24 foot radius curve to the left; thence North 86 degrees 48'35" West 92.52 feet; thence North 13 degrees 18'40" East, 181.09 feet; thence along a 20 foot radius curve to the right 36.49 feet; thence, South 77 degrees 57'13" East, 121.10 feet; thence South 77 degrees 10'53" East, 185.60 feet to the Point of Beginning, subject to public right of way, Pottawattamie County, Iowa.

WHEREAS, in the acquisition of said Parcel, Pottawattamie County, Iowa, signed a Hazard Mitigation Grant Program Deed Restriction Agreement with the Federal Emergency Management Agency (FEMA) and Iowa Homeland Security and Emergency Management, which requires that the land be maintained as "open space" in perpetuity; and

WHEREAS, Pottawattamie County, Iowa, has explored various options for maintenance of said Parcel as open space, including entering into a long term farm lease (10 years plus) with the adjoining property owner which requires the Tenant maintain responsibility for the clearing the trees and weed vegetation, as well as the annual maintenance and upkeep of the property as required by the Hazard Mitigation Grant Program Deed Restriction Agreement.

WHEREAS, entering into such a long-term lease is the most cost-effective option for the county to maintain said Parcel as open space.

WHEREAS, Section 331.361(2), Code of Iowa, requires that in disposing of an interest in real property by lease for a term of more than three (3) years

- a. The Board shall set forth its proposal in a resolution and shall publish notice of the time and place of a public hearing on the proposal, in accordance with Section 331.305.
- b. After the public hearing, the Board may make a final determination on the proposal by resolution.

WHEREAS, the proposal for a long term lease of the Parcel has been submitted to Iowa Homeland Security and Emergency Management and has been approved.

WHEREAS, a Notice of Public Hearing on the proposal was published in The Nonpareil, an official County newspaper, on September 28, 2023 and the Board of Supervisors conducted a Public Hearing on the said proposal on October 3, 2023 and after hearing all interested parties, the Board approved the execution of said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that after having examined the Hazard Mitigation Grant Program Deed Restriction Agreement which limits the use the subject property to that of open space and that the subject property is of such a size and location that it is not reasonable to assume that the property, as described above, will have any beneficial use by the County or the taxpayers of Pottawattamie County, Iowa, and that the Chairman is hereby authorized to sign a Farm Lease with Crescent Iowa Farm LLC, upon approval of said lease by FEMA.

Dated this 3rd day of October, 2023.

	ROLL	CALL	VOTE	
AYE	NAY	ABSTAIN	ABSENT	

Brian Shea, Chairman

Scott Belt

Tim Wichman

Susan Miller

Jeff Jorgensen

Attest: _____
Melvyn Houser, County Auditor
Pottawattamie County, Iowa

Matt Wyant/Director and/or
Pam Kalstrup/Zoning & Land
Use Coordinator, Planning and
Development

Discussion and/or decision to authorize Board to sign Resolution No. 53-2023, to authorize Chairman to enter into a Farm Lease with Marty N and Rachel K Summy for Part of the NE NW 15-76-44 or 15273 Missouri Ave.

RECORDER' S COVER SHEET

Return Document to:

Pottawattamie County Office of Planning and Development
223 South 6th Street, Suite 4
Council Bluffs, IA 51501-4245
(712) 328-5792

Document Title:

Pottawattamie County
Farm Lease between County and Marty N – Rachel K Summy
15273 Missouri Ave, Crescent Township (15-76-44)



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County, Iowa ("Landlord"), whose address for the purpose of this Lease is 227 S. 6th Street, Council Bluffs, IA 51501 and Marty N – Rachel K Summy ("Tenant"), whose address for the purpose of this Lease is 17612 Badger Ave, Crescent, IA 51526.

THE PARTIES AGREE AS FOLLOWS:

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

Parcel 20050 as described below pursuant to Plat of Survey dated May 14, 2020 and recorded on May 20, 2020 in Book 2020, Page 06283:

A parcel of land located in part of the North 400 feet of the West 300 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 76 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa more particularly described as follows:

Beginning at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15-76-44, thence along the north line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15-76-44 N90°00'00"E 136.90 feet, thence departing said north line S2°39'08"W 119.52 feet, thence N89°07'58"W 132.59 feet to the west line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15-76-44 N0°35'10"E 117.39 feet to the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15-76-44 and point of beginning.

The parcel described contains 0.3663 acre of which 0.1039 acre is existing county road right of way.

The north line of the Northwest $\frac{1}{4}$ of Section 15-76-44 is assumed to bear N90°00'00"E for this survey plat and legal description.

and containing .26 (total acres), more or less, with possession by Tenant for a term of 15 years to commence on May 15, 2024, and end on May 15, 2039. 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 cash rent of \$0.00, and any property taxes assessed on the Real Estate. The property taxes, if any, will be due and payable in full no later than September 15 of each year for the duration of this lease. Landlord may, at its sole discretion, have the property tax statements sent directly to Tenant. Failure to pay the property taxes in a timely manner will be a breach of this Lease, and may result in termination of the Lease effective March 1 of the year following failure to pay the taxes.

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

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

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

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

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

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and 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, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. 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. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Tenant.

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 may take any part of the aboveground part of a plant associated with a crop,

at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations 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 programs.

6. ENVIRONMENTAL.

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

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

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

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

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

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

premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

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

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$0.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate

or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.

10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** Tenant shall maintain the fences on the Real Estate 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. If a fence must be totally replaced Landlord will pay one-half of the labor.
12. **IMPROVEMENTS.** No structures of any kind, including fencing, shall be erected during the term of this lease.
13. **WELL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, 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, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
16. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
20. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
21. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
22. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
23. **INSURANCE/TAXES.** Landlord 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. Taxes are the sole responsibility of Tenant, as provided in Paragraph 2 herein.
24. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.
25. **NO WAIVER.** Landlord's failure to enforce any portion of this Lease shall not constitute a waiver of its right to enforce the same or other Lease provisions should further breaches occur.

26. **ADDITIONAL PROVISIONS:**

The Tenant shall be subject to all of the terms and conditions of the Attached Hazard Mitigation Grant Program Deed Restriction Agreement, Section 1, Terms; Section 5, Amendment; and Section 6, Severability. See EXHIBIT A. In the event of a conflict between any of the provisions of this Lease Agreement and said Exhibit A, the terms of the applicable provisions of said Exhibit A shall be controlling.

The Tenant recognizes that the subject property had previously been a location where buildings and other improvements had been located. While in the demolition and removal of those improvements the Landlord took precautions to remove any obstructions to below the grade of the soil, the Landlord does not make any warranties relative to surface or sub-surface obstructions.

It shall be the responsibility of the Tenant, both physically and financially, to remove any and all trees, weeds and other vegetation present on the property, including electrical poles, to create an area suitable for planting of crops. The Tenant shall notify the Landlord of the approximate date planned for said removal.

TENANT:

Marty N Summy

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Marty N Summy.

Notary Public

DATED: _____

Rachel K Summy

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by Rachel K Summy.

Notary Public

POTTAWATTAMIE COUNTY:

Brian Shea, Chairman
Board of Supervisors.

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Brian Shea as Chairman of Board of Supervisors for Pottawattamie County, Iowa.

Notary Public



DocId:8631251

Tx:5028135

2023-07795

RECORDED: 08/11/2023 01:04:09 PM

RECORDING FEE: 27.00

IOWA E-FILING FEE: 3.50

TOTAL FEE: 30.50

TRANSFER TAX: 0.00

ANDREW MOATS, RECORDER

POTTAWATTAMIE COUNTY, IOWA

2023-05560

RECORDER ANDREW MOATS

POTTAWATTAMIE COUNTY, IA

FILE TIME: 06/15/2023 12:51:36 PM

RECORDING FEE 25.00

RMA FEE 1.00

ECM FEE 1.00

R FEES \$ 25⁰⁰ RMA \$ 1⁰⁰

A FEES \$ _____ ECOM \$ 1⁰⁰

T TAX \$ _____

Prepared by and Return to: Deborah L. Petersen, Petersen Law PLLC, 215 S. Main Street, Suite 301, Council Bluffs, IA 51503, Phone: 712-328-8808

Taxpayer: Pottawattamie County, Iowa, 226 S. 6th Street, Council Bluffs, IA 51501

HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION AGREEMENT

In reference to the property or properties ("Property") conveyed by the Deed between MARTY N. SUMMY and RACHEL K. SUMMY, a married couple, participating in the federally-assisted acquisition project ("the Grantor") and POTTAWATTAMIE COUNTY, IOWA, ("the Grantee"), its successors and assigns, described as follows:

Parcel 20050 as described below pursuant to Plat of Survey dated May 14, 2020 and recorded on May 20, 2020 in Book 2020, Page 06283:

A parcel of land located in part of the North 400 feet of the West 300 feet of the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 76 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa more particularly described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 15-76-44, thence along the north line of the Northeast 1/4 of the Northwest 1/4 of Section 15-76-44 N90°00'00"E 136.90 feet, thence departing said north line S2°39'08"W 119.52 feet, thence N89°07'58"W 132.59 feet to the west line of the Northeast 1/4 of the Northwest 1/4 of Section 15-76-44 ~~N0°35'10"E 117.39 feet~~ to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 15-76-44 and point of beginning.

The parcel described contains 0.3663 acre of which 0.1039 acre is existing county road right of way.

The north line of the Northwest 1/4 of Section 15-76-44 is assumed to bear N90°00'00"E for this survey plat and legal description.

Re-recorded to correct legal description. Deborah Petersen

**thence along the west line of the Northeast 1/4 of the Northwest 1/4 of Section 15-76-44*

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (“The Stafford Act”), 42 U.S.C. §5121 et seq., identifies the use of disaster relief funds under §5170c, **Hazard Mitigation Grant Program (“HMGP”)**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal mitigation assistance to acquire interest in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the State of Iowa has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency (“FEMA”), and has entered into a mitigation grant program Grant Agreement, dated December 9, 2015, and herein incorporated by reference; making it a mitigation grant program subgrantee.

WHEREAS, the Property is located in Pottawattamie County, Iowa, which participates in the National Flood Insurance Program (“NFIP”) and is in good standing with the NFIP as of the date of the Deed;

WHEREAS, Pottawattamie County, Iowa, acting by and through its Board of Supervisors, by a measure taken on April 6, 2021, (“State-Local Agreement”) and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

NOW, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of HMGP program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant agreement, and the State-local agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the property other than:

- (1) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- (2) A public restroom; or
- (3) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a, above, and approved by the FEMA Administrator in writing before the construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if FEMA Regional Administrator, through the State, give prior written approval of the transfer in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years commencing on February 21, 2026, the Grantee (mitigation grant program subgrantee), in coordination with any current successors in interest, shall submit through the State to FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee and subsequent holders of the property interest at the time of the enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including, but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to one or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring the transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Dated: June 15, 2023.

Dated: June 15, 2023.

POTTAWATTAMIE COUNTY, IOWA,
Grantee

Marty N. Summy
MARTY N. SUMMY, Grantor

By: Pam Kalstrup
PAM KALSTRUP, Authorized Agent

Rachel K. Summy
RACHEL K. SUMMY, Grantor

STATE OF IOWA, COUNTY OF POTTAWATTAMIE, ss:

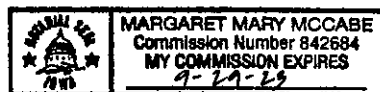
This record was acknowledged before me on June 15, 2023, by MARTY N. SUMMY and RACHEL K. SUMMY, a married couple.



Deborah L. Petersen
Signature of Notary Public

STATE OF IOWA, COUNTY OF POTTAWATTAMIE, ss:

Signed and sworn to (or affirmed) before me on June 15, 2023, by PAM KALSTRUP, as AUTHORIZED AGENT for POTTAWATTAMIE COUNTY, IOWA.



Margaret M. McCabe
Signature of Notary Public

RESOLUTION NO. 53-2023

RESOLUTION TO DISPOSE OF REAL PROPERTY BY LEASE PURSUANT TO IOWA CODE §331.361(2)

WHEREAS, following the flooding event of 2019, Pottawattamie County, Iowa, has acquired a parcel of land through the Hazard Mitigation Grant Program, which consisting of .26 acres and legally described as follows:

Parcel 20050 as described below pursuant to Plat of Survey dated May 14, 2020 and recorded on May 20, 2020 in Book 2020, Page 06283:

A parcel of land located in part of the North 400 feet of the West 300 feet of the Northeast¹/₄ of the Northwest¹/₄ of Section 15, Township 76 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa more particularly described as follows:

Beginning at the Northwest corner of the Northeast¹/₄ of the Northwest¹/₄ of Section 15-76-44, thence along the north line of the Northeast ¹/₄ of the Northwest ¹/₄ of Section 15-76-44 N90°00'00"E 136.90 feet, thence departing said north line S2°39'08"W 119.52 feet, thence N89°07'58"W 132.59 feet to the west line of the Northeast¹/₄ of the Northwest¹/₄ of Section 15-76-44 N0°35'10"E 117.39 feet to the Northwest corner of the Northeast¹/₄ of the Northwest¹/₄ of Section 15-76-44 and point of beginning.

The parcel described contains 0.3663 acre of which 0.1039 acre is existing county road right of way.

The north line of the Northwest ¹/₄ of Section 15-76-44 is assumed to bear N90°00'00"E for this survey plat and legal description.

WHEREAS, in the acquisition of said Parcel, Pottawattamie County, Iowa, signed a Hazard Mitigation Grant Program Deed Restriction Agreement with the Federal Emergency Management Agency (FEMA) and Iowa Homeland Security and Emergency Management, which requires that the land be maintained as "open space" in perpetuity; and

WHEREAS, Pottawattamie County, Iowa, has explored various options for maintenance of said Parcel as open space, including entering into a long term farm lease (10 years plus) with the adjoining property owner which requires the Tenant maintain responsibility for the clearing the trees and weed vegetation, as well as the annual maintenance and upkeep of the property as required by the Hazard Mitigation Grant Program Deed Restriction Agreement.

WHEREAS, entering into such a long-term lease is the most cost-effective option for the county to maintain said Parcel as open space.

WHEREAS, Section 331.361(2), Code of Iowa, requires that in disposing of an interest in real property by lease for a term of more than three (3) years

- a. The Board shall set forth its proposal in a resolution and shall publish notice of the time and place of a public hearing on the proposal, in accordance with Section 331.305.
- b. After the public hearing, the Board may make a final determination on the proposal by resolution.

WHEREAS, the proposal for a long term lease of the Parcel has been submitted to Iowa Homeland Security and Emergency Management and has been approved.

WHEREAS, a Notice of Public Hearing on the proposal was published in The Nonpareil, an official County newspaper, on September 28, 2023 and the Board of Supervisors conducted a Public Hearing on the said proposal on October 3, 2023 and after hearing all interested parties, the Board approved the execution of said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that after having examined the Hazard Mitigation Grant Program Deed Restriction Agreement which limits the use the subject property to that of open space and that the subject property is of such a size and location that it is not reasonable to assume that the property, as described above, will have any beneficial use by the County or the taxpayers of Pottawattamie County, Iowa, and that the Chairman is hereby authorized to sign a Farm Lease with **Marty N – Rachel K Summy**, upon approval of said lease by FEMA.

Dated this 3rd day of October, 2023.

	AYE	ROLL NAY	CALL ABSTAIN	VOTE ABSENT
_____ Brian Shea, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Scott Belt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Tim Wichman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Susan Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeff Jorgensen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest: _____
 Melvyn Houser, County Auditor
 Pottawattamie County, Iowa

Matt Wyant/Director and/or
Pam Kalstrup/Zoning & Land
Use Coordinator, Planning and
Development

Discussion and/or decision to authorize Board to sign Resolution No. 54-2023, to authorize Chairman to enter into a Farm Lease with Kelly E Summy Trust for Part of the SE SE 9-76-44 or 14897 Marigold Ln.

RECORDER' S COVER SHEET

Return Document to:

Pottawattamie County Office of Planning and Development
223 South 6th Street, Suite 4
Council Bluffs, IA 51501-4245
(712) 328-5792

Document Title:

Pottawattamie County
Farm Lease between County and Kelly E Summy Trust
14897 Marigold Ln, Crescent Township (9-76-44)



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County, Iowa ("Landlord"), whose address for the purpose of this Lease is 227 S. 6th Street, Council Bluffs, IA 51501 and Kelly E Summy Trust ("Tenant"), whose address for the purpose of this Lease is 12624 Oakridge Ct, Council Bluffs, IA 51503.

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 part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 76 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa more particularly described as follows:

Commencing at the Northwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9-76-44, thence along the north line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9-76-44 N 89 degrees 53' 38" E 710.86 feet to the point of beginning, thence continuing along the north line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9-76-44 N 89 degrees 53' 38" E 118.53 feet, thence departing said north line S 3 degrees 9' 24" W 165.50 feet, thence N 88 degrees 56' 10" W 113.77 feet, thence N 1 degree-31' 16"E 162.98 feet, to the north line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9-76-44 and point of beginning. The parcel described contains 0.4376 acres. The north line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9-76-44 is assumed to bear N 89 degrees 53' 38" E for this legal description.

and containing .4376 (total acres), more or less, with possession by Tenant for a term of 15 years to commence on May 15, 2024, and end on May 15, 2039. 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 cash rent of \$0.00, and any property taxes assessed on the Real Estate. The property taxes, if any, will be due and payable in full no later than September 15 of each year

for the duration of this lease. Landlord may, at its sole discretion, have the property tax statements sent directly to Tenant. Failure to pay the property taxes in a timely manner will be a breach of this Lease, and may result in termination of the Lease effective March 1 of the year following failure to pay the taxes.

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

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

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

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

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

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and 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, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. 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. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Tenant.

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 may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations 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 programs.

6. **ENVIRONMENTAL.**

- a. Landlord. To the best of Landlord's knowledge:

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

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

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

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

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

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

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

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

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$0.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.

10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** Tenant shall maintain the fences on the Real Estate 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. If a fence must be totally replaced Landlord will pay one-half of the labor.
12. **IMPROVEMENTS.** No structures of any kind, including fencing, shall be erected during the term of this lease.
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.** Unless otherwise provided in writing, 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 7, 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 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. Taxes are the sole responsibility of Tenant, as provided in Paragraph 2 herein.

23. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.

24. **NO WAIVER.** Landlord's failure to enforce any portion of this Lease shall not constitute a waiver of its right to enforce the same or other Lease provisions should further breaches occur.

25. ADDITIONAL PROVISIONS:

The Tenant shall be subject to all of the terms and conditions of the Attached Hazard Mitigation Grant Program Deed Restriction Agreement, Section 1, Terms; Section 5, Amendment; and Section 6, Severability. See EXHIBIT A. In the event of a conflict between any of the provisions of this Lease Agreement and said Exhibit A, the terms of the applicable provisions of said Exhibit A shall be controlling.

The Tenant recognizes that the subject property had previously been a location where buildings and other improvements had been located. While in the demolition and removal of those improvements the Landlord took precautions to remove any obstructions to below the grade of the soil, the Landlord does not make any warranties relative to surface or sub-surface obstructions.

It shall be the responsibility of the Tenant, both physically and financially, to remove any and all trees, weeds and other vegetation present on the property, including electrical poles, to create an area suitable for planting of crops. The Tenant shall notify the Landlord of the approximate date planned for said removal.

TENANT:

_____ DATED: _____
Kelly E Summy Trust

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by Kelly E Summy Trust.

Notary Public

POTTAWATTAMIE COUNTY:

Brian Shea, Chairman
Board of Supervisors.

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Brian Shea as Chairman of Board of Supervisors for Pottawattamie County, Iowa.

Notary Public



DocId:8626196

Tx:5024937

2023-01509

**RECORDER ANDREW MOATS
POTTAWATTAMIE COUNTY, IA**

FILE TIME: 02/21/2023 01:22:13 PM

RECORDING FEE	30.00
RMA FEE	1.00
ECM FEE	1.00

R FEES \$ 30.00 RMA \$ 1.00
 A FEES \$ _____ ECOM \$ 1.00
 T TAX \$ _____

Prepared by and Return to: Deborah L. Petersen, Petersen Law PLLC, 215 S. Main Street, Suite 301, Council Bluffs, IA 51503, Phone: 712-328-8808

Taxpayer: Pottawattamie County, Iowa, 226 S. 6th Street, Council Bluffs, IA 51501

**HAZARD MITIGATION GRANT PROGRAM
DEED RESTRICTION AGREEMENT**

In reference to the property or properties (“Property”) conveyed by the Deeds between KELLY E. SUMMY, Trustee of the KELLY E. SUMMY FUNNEL TRUST, dated 6/26/14, CINDY L. WORTH and RANDALL A. WORTH, a married couple, and MARTY N. SUMMY and RACHEL K. SUMMY, a married couple, participating in the federally-assisted acquisition project (“the Grantor”) and POTTAWATTAMIE COUNTY, IOWA, (“the Grantee”), its successors and assigns, described as follows:

A parcel of land located in part of the SE ¼ of the SE ¼ of Section 9, Township 76 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa more particularly described as follows:

Commencing at the Northwest corner of the SE ¼ of the SE ¼ of Section 9-76-44, thence along the north line of the SE ¼ of the SE ¼ of Section 9-76-44 N 89 degrees 53’ 38” E 710.86 feet to the point of beginning, thence continuing along the north line of the SE ¼ of the SE ¼ of Section 9-76-44 N 89 degrees 53’ 38” E 118.53 feet, thence departing said north line S 3 degrees 9’ 24” W 165.50 feet, thence N 88 degrees 56’ 10” W 113.77 feet, thence N 1 degree 31’ 16” E 162.98 feet, to the north line of the SE ¼ of the SE ¼ of Section 9-76-44 and point of beginning. The parcel described contains 0.4376 acres. The north line of the SE ¼ of the SE ¼ of Section 9-76-44 is assumed to bear N 89 degrees 53’ 38” E for this legal description.

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (“The Stafford Act”), 42 U.S.C. §5121 et seq., identifies the use of disaster relief funds under §5170c, **Hazard Mitigation Grant Program (“HMGP”)**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal mitigation assistance to acquire interest in property, including the

purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the State of Iowa has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency (“FEMA”), and has entered into a mitigation grant program Grant Agreement, dated December 9, 2015, and herein incorporated by reference; making it a mitigation grant program subgrantee.

WHEREAS, the Property is located in Pottawattamie County, Iowa, which participates in the National Flood Insurance Program (“NFIP”) and is in good standing with the NFIP as of the date of the Deed;

WHEREAS, Pottawattamie County, Iowa, acting by and through its Board of Supervisors, by a measure taken on April 6, 2021, (“State-Local Agreement”) and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

NOW, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of HMGP program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant agreement, and the State-local agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the property other than:

- (1) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- (2) A public restroom; or
- (3) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a, above, and approved by the FEMA Administrator in writing before the construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if FEMA Regional Administrator, through the State, give prior written approval of the transfer in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years commencing on February 21, 2026, the Grantee (mitigation grant program subgrantee), in coordination with any current successors in interest, shall submit through the State to FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee and subsequent holders of the property interest at the time of the enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including, but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to one or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring the transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. **Severability.** Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Dated: February 21, 2023.

Dated: February 21, 2023.

KELLY E. SUMMY FUNNEL TRUST,
dated 6/26/14 Grantor

POTTAWATTAMIE COUNTY, IOWA,
Grantee

By: Kelly E. Summy
KELLY E. SUMMY, Trustee

By: Pam Kalstrup
PAM KALSTRUP, Authorized Agent

Cindy L. Worth
CINDY L. WORTH, Grantor

Randall A. Worth
RANDALL A. WORTH, Grantor

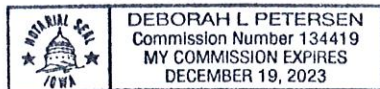
Marty N. Summy
MARTY N. SUMMY, Grantor

Rachel K. Summy
RACHEL K. SUMMY, Grantor

STATE OF IOWA, COUNTY OF POTTAWATTAMIE, ss:

This record was acknowledged before me on February 21, 2023, by KELLY E. SUMMY, Trustee of the KELLY E. SUMMY FUNNEL TRUST, dated 6/26/14.

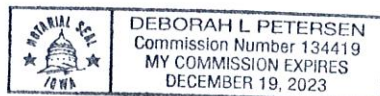
Deborah L. Petersen
Signature of Notary Public



STATE OF IOWA, COUNTY OF POTTAWATTAMIE, ss:

This record was acknowledged before me on February 21, 2023, by CINDY L. WORTH and RANDALL A. WORTH, a married couple.

Deborah L. Petersen
Signature of Notary Public



STATE OF IOWA, COUNTY OF POTTAWATTAMIE, ss:

This record was acknowledged before me on February 21, 2023, by MARTY N. SUMMY and RACHEL K. SUMMY, a married couple.



Deborah L. Petersen
Signature of Notary Public

STATE OF IOWA, COUNTY OF POTTAWATTAMIE, ss:

Signed and sworn to (or affirmed) before me on February 21, 2023, by PAM KALSTRUP, as AUTHORIZED AGENT for POTTAWATTAMIE COUNTY, IOWA.



Deborah L. Petersen
Signature of Notary Public

RESOLUTION NO. 54-2023

RESOLUTION TO DISPOSE OF REAL PROPERTY BY LEASE PURSUANT TO IOWA CODE §331.361(2)

WHEREAS, following the flooding event of 2019, Pottawattamie County, Iowa, has acquired a parcel of land through the Hazard Mitigation Grant Program, which consisting of .4376 acres and legally described as follows:

A parcel of land located in part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 76 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa more particularly described as follows:

Commencing at the Northwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9-76-44, thence along the north line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9-76-44 N 89 degrees 53' 38" E 710.86 feet to the point of beginning, thence continuing along the north line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9-76-44 N 89 degrees 53' 38" E 118.53 feet, thence departing said north line S 3 degrees 9' 24" W 165.50 feet, thence N 88 degrees 56' 10" W 113.77feet, thence N 1 degree-31' 16"E 162.98 feet, to the north line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9-76-44 and point of beginning. The parcel described contains 0.4376 acres. The north line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9-76-44 is assumed to bear N 89 degrees 53' 38" E for this legal description.

WHEREAS, in the acquisition of said Parcel, Pottawattamie County, Iowa, signed a Hazard Mitigation Grant Program Deed Restriction Agreement with the Federal Emergency Management Agency (FEMA) and Iowa Homeland Security and Emergency Management, which requires that the land be maintained as "open space" in perpetuity; and

WHEREAS, Pottawattamie County, Iowa, has explored various options for maintenance of said Parcel as open space, including entering into a long term farm lease (10 years plus) with the adjoining property owner which requires the Tenant maintain responsibility for the clearing the trees and weed vegetation, as well as the annual maintenance and upkeep of the property as required by the Hazard Mitigation Grant Program Deed Restriction Agreement.

WHEREAS, entering into such a long-term lease is the most cost-effective option for the county to maintain said Parcel as open space.

WHEREAS, Section 331.361(2), Code of Iowa, requires that in disposing of an interest in real property by lease for a term of more than three (3) years

- a. The Board shall set forth its proposal in a resolution and shall publish notice of the time and place of a public hearing on the proposal, in accordance with Section 331.305.
- b. After the public hearing, the Board may make a final determination on the proposal by resolution.

WHEREAS, the proposal for a long term lease of the Parcel has been submitted to Iowa Homeland Security and Emergency Management and has been approved.

WHEREAS, a Notice of Public Hearing on the proposal was published in The Nonpareil, an official County newspaper, on September 28, 2023 and the Board of Supervisors conducted a Public Hearing on the said proposal on October 3, 2023 and after hearing all interested parties, the Board approved the execution of said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that after having examined the Hazard Mitigation Grant Program Deed Restriction Agreement which limits the use the subject property to that of open space and that the subject property is of such a size and location that it is not reasonable to assume that the property, as described above, will have any beneficial use by the County or the taxpayers of Pottawattamie County, Iowa, and that the Chairman is hereby authorized to sign a Farm Lease with **Kelly E Summy Trust**, upon approval of said lease by FEMA.

Dated this 3rd day of October, 2023.

	AYE	ROLL NAY	CALL VOTE ABSTAIN	ABSENT
_____ Brian Shea, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Scott Belt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Tim Wichman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Susan Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeff Jorgensen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest: _____
Melvyn Houser, County Auditor
Pottawattamie County, Iowa

**Matt Wyant/Director, Planning
and Development and/or
Maria Sieck/Administrator,
Public Health**

**Discussion and/or decision to authorize Chairman to
sign lease amendment for public health clinic located at
600 S. 4th Street, Council Bluffs.**

Lease – Business Property Amendment

This Third Amendment to “Lease – Business Property” made and entered into this ___ day of _____, 20__ by and between **3312 W Broadway Properties, LLC** (Lessor), and **Pottawattamie County**, (Lessee)

WITNESSETH THAT:

WHEREAS, Lessor and Lessee hereto entered into a **Lease – Business Property** which covers premises located at **600 S 4th Street Suite 100**, City of Council Bluffs, Iowa commencing **July 2nd, 2018**, and a **First Amendment to Lease - Business Property** dated as of **April 9th, 2019**, and a **Second Amendment to Lease - Business Property** dated as of **April 18th, 2023**, the “Lease” for the premises.

WHEREAS, Lessor and Lessee both wish to modify and amend the Lease agreement.

NOW, THEREFORE, in consideration of the agreement herein contained it is hereby agreed to amend the Lease Agreement as follows:

1. Term

The lease term will be extended by an additional four (4) months, with the new lease termination date to be December 31st, 2024.

2. Base Rent

For the period from September 1st, 2023 to December 31st, 2024, \$1,623.65 per month

3. Except as herein specifically modified and amended, the Lease Agreement shall remain in full force and effect and unaltered hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment to be duly executed the day and year first above written.

Lessor: 3312 W Broadway Properties, LLC., an Iowa Limited Liability Company

By: _____

John Jerkovich, Member

Lessee: Pottawattamie County

By: _____

**Discussion and/or decision to approve and sign
Proclamation designating the month of October 2023
as Breast Cancer Awareness Month.**

POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS

PROCLAMATION

BREAST CANCER AWARENESS MONTH – OCTOBER 2023

WHEREAS, breast cancer touches every corner of the United States and hundreds of thousands of Americans will be diagnosed with breast cancer; and

WHEREAS, we show our support for every individual and every family struggling with breast cancer and we pause to remember those we have lost; and.

WHEREAS, Breast Cancer Awareness Month in October is a chance to raise awareness about the importance of early detection of breast cancer by getting a mammogram and encouraging our community, organizations, churches, families and individuals to get involved; and

WHEREAS, we salute the women and men who dedicate themselves to prevention, detection and treatment as we observe Breast Cancer Awareness Month.

NOW THEREFORE, BE IT RESOLVED, that The Pottawattamie County Board of Supervisors, does hereby declare October 2023 as Breast Cancer Awareness Month and *encourages all citizens, community agencies, organizations, businesses, and schools within Pottawattamie County to increase awareness.*

Approved this 3rd day of October, 2023.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

Peggy Becker/Administrator, Veterans Service

Discussion and/or decision to approve and authorize
the Board to sign **Resolution No. 64-2023** entitled:
RESOLUTION SUPPORT OPERATION GREEN LIGHT FOR
VETERANS.

RESOLUTION NO. 64-2023

Supporting Operation Green Light for Veterans

WHEREAS, the residents of Pottawattamie County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Pottawattamie County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm’s way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Pottawattamie County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Pottawattamie County hereby declares from October through Veterans Day, November 11th 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Pottawattamie County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Dated this 3rd Day of October, 2023.

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

ATTEST: _____
Melvyn Houser, County Auditor

John Rasmussen/Engineer

Discussion and/or decision to authorize the Board Chairman to sign contract with Oden Enterprises, Inc. for the Bridge materials in the amount of \$399,192.56.

Kind of Work Materials Furnish Miles N/A

Project No. L-2024(BRMATERIALS)-78 Pottawattamie County

THIS AGREEMENT made and entered by and between Pottawattamie County, Iowa by its Board of Scott Belt , Jeff Jorgensen , Susan Miller , Supervisors consisting of the following members:

Brian Shae , and Tim Wichman the Contracting Authority, and

Oden Enterprises, Inc. of Wahoo, Nebraska the Contractor.

WITNESSETH: That the Contractor, for and in consideration (\$ 399,192.56) of Three Hundred Ninety-Nine One Hundred Ninety-Two and 56/100 Dollars.

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item Description	Quantity	Units	Unit Price	Amount
2599-999005	SINGLE SPAN STEEL BRIDGE SUPERSTRUCTURE 60'	4	EACH	99,798.14	399,192.56
				TOTAL:	399,192.56

Said specifications and plans are hereby made a part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Auditor under the date of 9/19/2023.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That is mutually understood and agreed by the parties hereto that the notice to bidders that the proposal, the specifications for Project Number L-2024(BRMATERIALS)-78

in Pottawattamie County, Iowa the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
		12/29/2023	100

That time is the essence of this contract, and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgement as to any controversy arising hereunder. IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the 28th Day of September 2023.

Pottawattamie County, Iowa

By

Chairperson, Board of Supervisors

Date

By

Contractor

Date

Other Business

David Bayer/Chief Information
Officer, Information
Technology

Discussion and/or decision to approve job description changes for Help Desk Technician I, II, III; Network Administrator I, II, III; and Cybersecurity Analyst I positions.

**POTTAWATTAMIE COUNTY
JOB DESCRIPTION**

POSITION TITLE: Help Desk Technician I

REPORTS TO: Information Technology (IT) Supervisor

SUPERVISES: None

PURPOSE OF POSITION: Provides general technical support, troubleshooting, and training to all personnel and agencies serviced by Pottawattamie County IT.

ESSENTIAL FUNCTIONS

- Troubleshoots, resolves, and documents problems with IT-supported systems
- Configures, installs, tests, and supports client hardware and software
- Responds to tickets, customer inquiries, and other requests in a timely manner
- Answers and responds to hotline calls
- Enters tickets and escalates matters according to IT policies
- Provides excellent and courteous customer service at all times
- Serves as primary technical support contact for IT customers
- Takes personal responsibility for assigned tickets until closed or referred to a third party
- Provides 24/7 support to IT customers according to IT policies for after-hours contact
- Tracks and documents recurring problems; recommends corrective action to supervisor
- Makes recommendations on equipment, maintenance, training, etc.
- Supports Network Administrators and other Help Desk personnel
- Updates content on IT-serviced websites
- Enters and maintains data in IT inventory systems
- Performs basic maintenance of network connections
- Works with vendors and acts as liaison between customer and vendor according to IT policies
- Provides system and software account support
- Follows all documented IT policies and procedures
- Keeps IT spaces clutter-free

MARGINAL FUNCTIONS

- Performs other duties as directed

QUALIFICATIONS / COMPETENCY STATEMENTS

- Accountability – Able to accept responsibility and account for his/her actions
- Accuracy – Able to perform work accurately and thoroughly
- Ambition – Driven to achieve personal advancement
- Communication, Oral – Able to communicate effectively with others using spoken word
- Communication, Written – Able to communicate in writing clearly and concisely

- Customer Oriented – Able to take care of the customers’ needs while following IT procedures
- Detail-oriented – Able to pay attention to minute details of a project or task
- Initiative – Able to make decisions or take actions to solve a problem or reach a goal
- Organized – Being organized or following a systematic method of performing a task
- Time Management – Able to use available time to organize and complete work within deadlines
- Technical Aptitude – Able to comprehend complex technical topics and specialized information
- Systems Analysis – Able to determine how a system should work and how changes in conditions, operations, and environment will affect outcomes
- Working Relationships – Able to establish and maintain effective working relationships with co-workers, supervisors, and customers.

ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENCES

- Education: One year certificate from college or technical school; or three to six months related experience and/or training; or equivalent combination of education and experience.
- Certification:
 - Must obtain, within six (6) months of hire date, and maintain CompTIA A+ certification
 - Must obtain, within six (6) months of hire date, and maintain IOWA/NCIC certification
- Experience: None required; entry-level position
- Computer Skills:
 - Knowledge of or experience with Microsoft Office and Microsoft Windows
 - Knowledge or experience troubleshooting and maintaining PC hardware
 - Knowledge of or experience with Windows networking
 - Typing Proficiency: 25+ Words per Minute
- Must possess a valid driver’s license at the time of hire and maintain it during the course of employment

PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS

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

Regular attendance is essential to this position. Work is generally performed indoors in an office setting and requires some physical activity, including extended periods of sitting, standing, walking, kneeling, bending, crouching, reaching, stooping and climbing. The incumbent must have the ability to transport themselves to and from various locations within the County courthouse, annex buildings, Sheriff’s Office, jail and other off-site county facilities.

An incumbent must have the ability to frequently lift and/or carry computer monitors, terminals, equipment, supplies and other materials weighing between 30 and 40 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach,

**POTTAWATTAMIE COUNTY
JOB DESCRIPTION**

POSITION TITLE: Help Desk Technician II

REPORTS TO: Information Technology (IT) Supervisor

SUPERVISES: None

PURPOSE OF POSITION: Provides general technical support, troubleshooting, and training to all personnel and agencies serviced by Pottawattamie County IT.

ESSENTIAL FUNCTIONS

- Troubleshoots, resolves, and documents problems with IT-supported systems
- Configures, installs, tests, and supports client hardware and software
- Responds to tickets, customer inquiries, and other requests in a timely manner
- Answers and responds to hotline calls
- Enters tickets and escalates matters according to IT policies
- Provides excellent and courteous customer service at all times
- Serves as primary technical support contact for IT customers
- Takes personal responsibility for assigned tickets until closed or referred to a third party
- Provides 24/7 support to IT customers according to IT policies for after-hours contact
- Tracks and documents recurring problems; recommends corrective action to supervisor
- Makes recommendations on equipment, maintenance, training, etc.
- Supports Network Administrators and other Help Desk personnel
- Updates content on IT-serviced websites
- Enters and maintains data in IT inventory systems
- Performs basic maintenance of network connections
- Provisions VPN access and troubleshoots connectivity
- Provisions Active Directory accounts and Exchange mailboxes
- Performs moves, adds, and changes for telephone system users
- Provides support and assistance with the Microsoft Office suite
- Works with vendors and acts as liaison between customer and vendor according to IT policies
- Provides system and software account support
- Assists customers with selecting and purchasing technology products
- Follows all documented IT policies and procedures
- Keeps IT spaces clutter-free

MARGINAL FUNCTIONS

- Performs other duties as directed

QUALIFICATIONS / COMPETENCY STATEMENTS

- Accountability – Able to accept responsibility and account for his/her actions
- Accuracy – Able to perform work accurately and thoroughly
- Ambition – Driven to achieve personal advancement
- Communication, Oral – Able to communicate effectively with others using spoken word
- Communication, Written – Able to communicate in writing clearly and concisely
- Customer Oriented – Able to take care of the customers’ needs while following IT procedures
- Detail-oriented – Able to pay attention to minute details of a project or task
- Initiative – Able to make decisions or take actions to solve a problem or reach a goal
- Organized – Being organized or following a systematic method of performing a task
- Time Management – Able to use available time to organize and complete work within deadlines
- Technical Aptitude – Able to comprehend complex technical topics and specialized information
- Systems Analysis – Able to determine how a system should work and how changes in conditions, operations, and environment will affect outcomes
- Working Relationships – Able to establish and maintain effective working relationships with co-workers, supervisors, and customers.

ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENCES, SKILLS

- Education: Associate’s Degree or equivalent experience
- Certification:
 - Must possess and maintain CompTIA A+ or equivalent certification
 - Must obtain, within six (6) months, and maintain IOWA / NCIC certification
- Experience: Two (2) years minimum performing IT support or related work
- Computer Skills:
 - Knowledge of and experience with Microsoft Office, Microsoft Windows, and County-specific applications (e.g., Tax, Real Estate, Payroll, Public Safety, etc.)
 - Knowledge of and experience with troubleshooting and assembly of PC hardware
 - Knowledge of and experience with Windows networking
 - Comfortable using the Windows command prompt
 - Typing Proficiency: 25+ Words per Minute
- Must possess and maintain a valid driver’s license for duration of employment

PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS

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

Regular attendance is essential to this position. Work is generally performed indoors in an office setting and requires some physical activity, including extended periods of sitting, standing, walking, kneeling, bending, crouching, reaching, stooping and climbing. The incumbent must have the ability

**POTTAWATTAMIE COUNTY
JOB DESCRIPTION**

POSITION TITLE: Help Desk Technician III

REPORTS TO: Information Technology (IT) Supervisor

SUPERVISES: None

PURPOSE OF POSITION: Provides general technical support, troubleshooting, and training to all personnel and agencies serviced by Pottawattamie County IT.

ESSENTIAL FUNCTIONS

- Troubleshoots, resolves, and documents problems with IT-supported systems
- Configures, installs, tests, and supports client hardware and software
- Responds to tickets, customer inquiries, and other requests in a timely manner
- Answers and responds to hotline calls
- Enters tickets and escalates matters according to IT policies
- Provides excellent and courteous customer service at all times
- Serves as primary technical support contact for IT customers
- Takes personal responsibility for assigned tickets until closed or referred to a third party
- Provides 24/7 support to IT customers according to IT policies for after-hours contact
- Tracks and documents recurring problems; recommends corrective action to supervisor
- Makes recommendations on equipment, maintenance, training, etc.
- Supports Network Administrators and other Help Desk personnel
- Updates content on IT-serviced websites
- Enters and maintains data in IT inventory systems
- Performs basic maintenance of network connections
- Provisions VPN access and troubleshoots connectivity
- Provisions Active Directory accounts and Exchange mailboxes
- Performs moves, adds, and changes for telephone system users
- Provides support and assistance with the Microsoft Office suite
- Monitors IT systems and responds to alerts
- Manages Computer Replacement Plan (CRP)
- Creates and manages written operating procedures (e.g. wiki articles)
- Works with vendors and acts as liaison between customer and vendor according to IT policies
- Provides system and software account support
- Assists customers with selecting and purchasing technology products
- Performs maintenance tasks on servers as directed
- Follows all documented IT policies and procedures
- Keeps IT spaces clutter-free

MARGINAL FUNCTIONS

Performs other duties as directed

QUALIFICATIONS / COMPETENCY STATEMENTS

- Accountability – Able to accept responsibility and account for his/her actions
- Accuracy – Able to perform work accurately and thoroughly
- Ambition – Driven to achieve personal advancement
- Communication, Oral – Able to communicate effectively with others using spoken word
- Communication, Written – Able to communicate in writing clearly and concisely
- Customer Oriented – Able to take care of the customers' needs while following IT procedures
- Detail-oriented – Able to pay attention to minute details of a project or task
- Initiative – Able to make decisions or take actions to solve a problem or reach a goal
- Organized – Being organized or following a systematic method of performing a task
- Time Management – Able to use available time to organize and complete work within deadlines
- Technical Aptitude – Able to comprehend complex technical topics and specialized information
- Systems Analysis – Able to determine how a system should work and how changes in conditions, operations, and environment will affect outcomes
- Working Relationships – Able to establish and maintain effective working relationships with co-workers, supervisors, and customers.

ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENCES, AND SKILLS

- Education: Associate's Degree or equivalent experience
- Certification:
 - Must possess and maintain CompTIA A+ or equivalent certification
 - Must obtain, within six (6) months, and maintain IOWA/NCIC certification
- Experience: Four (4) years minimum performing IT support or related work
- Computer Skills:
 - Knowledge of and experience with Microsoft Office, Microsoft Windows, and County-specific Applications (e.g., Tax, Real Estate, Payroll, Public Safety, etc.)
 - Knowledge of and experience with troubleshooting and assembly of PC hardware
 - Knowledge of and experience with Windows networking
 - Knowledge of or experience with IOWA/NCIC
 - Comfortable using the Windows command prompt
 - Typing Proficiency: 25+ Words per Minute
- Must possess and maintain a valid driver's license for duration of employment

PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Regular attendance is essential to this position. Work is generally performed indoors in an office setting and requires some physical activity, including extended periods of sitting, standing, walking, kneeling, bending, crouching, reaching, stooping and climbing. The incumbent must have the ability to transport themselves to and from various locations within the County courthouse, annex buildings, Sheriff's Office, jail and other off-site county facilities.

An incumbent must have the ability to frequently lift and/or carry computer monitors, terminals, equipment, supplies and other materials weighing between 30 and 40 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel; and operate the following: computers and any other equipment that is used to perform the essential functions of the job.

Work hours may occasionally be required before or after regular business hours. Noise level is usually quiet or moderate. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires extensive personal interaction and may be stressful when dealing with irate individuals and/or time constraints.

EMPLOYEE POSITION ACCEPTANCE

I have thoroughly discussed the essential functions, education and experience related to this position with my supervisor, and I fully understand what is required of me in this position. I hereby accept this position and agree to perform the tasks required to the best of my abilities.

_____ *Employee Signature* _____ *Date*

_____ *Supervisor Signature* _____ *Date*

****Please submit signed original to the Auditor's Office/Payroll Division for placement in the employee's personnel file.***

Revised 8/5/2016

**POTTAWATTAMIE COUNTY
JOB DESCRIPTION**

POSITION TITLE: Network Administrator I

REPORTS TO: Information Technology (IT) Supervisor

SUPERVISES: None

PURPOSE OF POSITION: Provides support for all County network operations and equipment, including but not limited to: servers, routers, switches, firewalls, data and voice communication lines, data backup and storage devices, operating systems, databases and local area networks.

ESSENTIAL FUNCTIONS

- Supports data and voice networks, servers, and related IT assets for all county sites
 - Deploys, installs, configures, and maintains voice and data network equipment, systems, and servers.
 - Monitors voice and data network status and responds promptly to problems
 - Resolves network disruptions and repairs damage quickly to maximize availability
 - Performs routine maintenance, updates software and firmware, etc.
 - Conduct system analysis to keep systems current with changing technology
- Maintains detailed documentation of systems, problems, and problem resolutions
- Maintains virtualization and storage (SAN) clusters
- Maintains Active Directory and Exchange infrastructure, accounts, and permissions
- Maintains telephone systems, dial plans, extensions, and circuits
- Secures and protects IT assets ensuring confidentiality, integrity, and availability
- Contributes to the Disaster Recovery Plan (DRP), backup systems, and failover mechanisms
- Automates recurring tasks by developing, modifying, and maintaining scripts
- Provides technical support to IT staff and secondary end user support as needed
- Creates and manages user accounts, access roles, security permissions and configurations
- Works with vendors and acts as liaison between customer and vendor according to IT policies
- Responds to IT issues on a 24/7 basis according to IT policies for after-hours contact
- Follows all documented IT policies and procedures
- Keeps IT spaces clutter-free

MARGINAL FUNCTIONS

- Performs other duties as assigned

QUALIFICATIONS / COMPETENCY STATEMENTS

- Accountability – Able to accept responsibility and account for his/her actions

- Accuracy – Able to perform work accurately and thoroughly
- Ambition – Driven to achieve personal advancement
- Communication, Oral – Able to communicate effectively with others using spoken word
- Communication, Written – Able to communicate in writing clearly and concisely
- Customer Oriented – Able to take care of the customers’ needs while following IT procedures
- Detail-oriented – Able to pay attention to minute details of a project or task
- Initiative – Able to make decisions or take actions to solve a problem or reach a goal
- Organized – Being organized or following a systematic method of performing a task
- Time Management – Able to use available time to organize and complete work within deadlines
- Technical Aptitude – Able to comprehend complex technical topics and specialized information
- Systems Analysis – Able to determine how a system should work and how changes in conditions, operations, and environment will affect outcomes
- Working Relationships – Able to establish and maintain effective working relationships with co-workers, supervisors, and customers.

ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENCES

- Education: Associate’s Degree or equivalent experience
- Certifications:
 - Must obtain, within six (6) months of hire date, and maintain CompTIA Network+ certification
 - Must obtain, within six (6) months of hire date, and maintain IOWA/NCIC certification
- Computer Skills
 - Knowledge of or experience with these Network Protocols: Ethernet, DHCP, IP, ICMP, TCP, UDP, DNS, HTTP
 - Knowledge of or experience with network hardware: switches, routers, and firewalls
 - Exposure to cloud architecture: VMWare, SAN and NAS Storage systems
 - Comfortable using command prompts
 - Exposure to or familiarity with various scripting languages (Powershell, Perl, Python, PHP, Bash, etc)
 - Exposure to or familiarity with SQL database queries, programming, and maintenance
 - Exposure to or familiarity with various operating systems: Windows, Linux
 - Typing Proficiency: 25+ Words per Minute
- Must possess a valid driver’s license at the time of hire and maintain it during the course of employment

PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of

this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is generally performed indoors in an office setting and requires extended periods of sitting or standing while working on a computer. Some physical activity may be required including, walking, kneeling, bending, crouching, reaching, stooping and climbing stairs.

Must have sufficient personal mobility to transport themselves to and from various locations throughout the courthouse.

An incumbent must have the ability to frequently lift and/or carry computer monitors, terminals, equipment, supplies and other materials weighing between 30 and 40 lbs.

Must possess the hand-eye coordination and manual dexterity necessary to operate standard office equipment, computer equipment including mobile devices and which permits moderate to heavy use of a computer keyboard and mouse.

Must have clarity of speech and hearing which permits effective communication.

Must have sufficient vision which permits moderate to heavy use of a computer and production and review of a wide variety of documents in both electronic and hard copy forms.

Work hours may occasionally be required before or after normal business hours, weekends or holidays.

Work requires extensive personal interaction and may be stressful when dealing with irate individuals and/or time constraints.

EMPLOYEE POSITION ACCEPTANCE

I have thoroughly discussed the essential functions, education and experience related to this position with my supervisor, and I fully understand what is required of me in this position. I hereby accept this position and agree to perform the tasks required to the best of my abilities.

Employee Signature

Date

Supervisor Signature

Date

****Please submit signed original to the Auditor's Office/Payroll Division for placement in the employee's personnel file.***

Revised 8/5/2016; 7/18/18

**POTTAWATTAMIE COUNTY
JOB DESCRIPTION**

POSITION TITLE: Network Administrator II

REPORTS TO: Information Technology (IT) Supervisor

SUPERVISES: None

PURPOSE OF POSITION: Provides support for all County network operations and equipment, including but not limited to: servers, routers, switches, firewalls, data and voice communication lines, data backup and storage devices, operating systems, and local area networks.

ESSENTIAL FUNCTIONS

- Supports data and voice networks, servers, and related IT assets for all county sites
 - Installs, configures, maintains, and tweaks voice and data network equipment
 - Monitors voice and data network status and responds promptly to problems
 - Resolves network disruptions and repairs damage quickly to maximize availability
 - Performs routine maintenance, updates software and firmware, etc.
- Maintains detailed documentation of systems, problems, and problem resolutions
- Maintains virtualization and storage (SAN) clusters
- Maintains Active Directory and Exchange infrastructure, accounts, and permissions
- Maintains telephone systems, dial plans, extensions, and circuits
- Secures and protects IT assets ensuring confidentiality, integrity, and availability
- Performs, monitors, and verifies daily backups
- Provides technical support to IT staff and secondary end user support as needed
- Creates and manages user accounts, access roles, security permissions and configurations
- Works with vendors and acts as liaison between customer and vendor according to IT policies
- Responds to IT issues on a 24/7 basis according to IT policies for after-hours contact
- Responds to system outages (even when not on-call)
- Responds to system alerts (even when not on-call)
- Recommends system modifications and improvements
- Develops for automation, integration, and website features
- Takes personal responsibility to ensure proper operation of all systems
- Follows all documented IT policies and procedures
- Keeps IT spaces clutter-free

MARGINAL FUNCTIONS

- Performs other duties as assigned

QUALIFICATIONS / COMPETENCY STATEMENTS

- Accountability – Able to accept responsibility and account for his/her actions

- Accuracy – Able to perform work accurately and thoroughly
- Ambition – Driven to achieve personal advancement
- Communication, Oral – Able to communicate effectively with others using spoken word
- Communication, Written – Able to communicate in writing clearly and concisely
- Customer Oriented – Able to take care of the customers’ needs while following IT procedures
- Detail-oriented – Able to pay attention to minute details of a project or task
- Initiative – Able to make decisions or take actions to solve a problem or reach a goal
- Invested – Showing commitment to the success of the organization
- Organized – Being organized or following a systematic method of performing a task
- Time Management – Able to use available time to organize and complete work within deadlines
- Technical Aptitude – Able to comprehend complex technical topics and specialized information
- Systems Analysis – Able to determine how a system should work and how changes in conditions, operations, and environment will affect outcomes
- Working Relationships – Able to establish and maintain effective working relationships with co-workers, supervisors, and customers.

ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENCES

- Education: Associate’s Degree or equivalent experience
- Certification:
 - CompTIA Network+ or equivalent certification
 - Must obtain, within six (6) months of hire date, and maintain IOWA/NCIC certification
- Experience: Two (2) years or longer in professional network administration
- Computer Skills
 - Knowledge of and experience with these Network Protocols: Ethernet, DHCP, ARP, IP, ICMP, TCP, UDP, DNS, SNMP, SMTP, HTTP, CIFS
 - Knowledge of and experience with telephony, VoIP, and related concepts
 - Knowledge and experience with computer concepts such as: ACLs, Applied Cryptography, Binary Math, CIDR Notation, Ethernet / IEEE 802, IETF RFCs, Internet Routing, OSI Model, Public Key Infrastructure, Spanning Tree Protocol, Tape Backups, VLANs / Trunking
 - Knowledge of and experience with these software/operating systems: Asterisk, Backup Software, Cisco IOS, Linux, Microsoft Exchange, Microsoft Office, Microsoft SQL Server, Visio, Windows Desktops, Windows Server, MySQL, OpenVPN, VMware Products
 - Knowledge of and experience with enterprise virtualization
 - Knowledge of and experience with a Storage Area Network (SAN)
 - Knowledge of and experience with network hardware: managed switches, routers, and firewalls
 - Knowledge of and experience with Perl, PHP, PowerShell, or Python
 - Knowledge of and experience with database administration and writing SQL queries
 - Comfortable using Linux and Windows command prompts
 - Typing Proficiency: 25+ Words per Minute

Revised 8/5/2016

**POTTAWATTAMIE COUNTY
JOB DESCRIPTION**

POSITION TITLE: Network Administrator III

REPORTS TO: Information Technology (IT) Supervisor

SUPERVISES: None

PURPOSE OF POSITION: Provides support for all County network operations and equipment, including but not limited to: servers, routers, switches, firewalls, data and voice communication lines, data backup and storage devices, operating systems, and local area networks.

ESSENTIAL FUNCTIONS

- Supports data and voice networks, servers, and related IT assets for all county sites
 - Installs, configures, maintains, and tweaks voice and data network equipment
 - Monitors voice and data network status and responds promptly to problems
 - Resolves network disruptions and repairs damage quickly to maximize availability
 - Performs routine maintenance, updates software and firmware, etc.
- Maintains detailed documentation of systems, problems, and problem resolutions
- Maintains virtualization and storage (SAN) clusters
- Maintains Active Directory and Exchange infrastructure, accounts, and permissions
- Maintains telephone systems, dial plans, extensions, and circuits
- Secures and protects IT assets ensuring confidentiality, integrity, and availability
- Performs, monitors, and verifies daily backups
- Provides technical support to IT staff and secondary end user support as needed
- Creates and manages user accounts, access roles, security permissions and configurations
- Works with vendors and acts as liaison between customer and vendor according to IT policies
- Responds to IT issues on a 24/7 basis according to IT policies for after-hours contact
- Responds to system outages (even when not on-call)
- Responds to system alerts (even when not on-call)
- Recommends system modifications and improvements
- Develops for automation, integration, and website features
- Takes personal responsibility to ensure proper operation of all systems
- Manages network operations under supervision of the IT Supervisor
- Provides technical leadership and support to all other IT staff
- Manages networking projects independently under direction of IT Supervisor or CIO
- Makes approved network-related technology purchases
- Follows all documented IT policies and procedures
- Keeps IT spaces clutter-free

MARGINAL FUNCTIONS

- Performs other duties as assigned

QUALIFICATIONS / COMPETENCY STATEMENTS

- Accountability – Able to accept responsibility and account for his/her actions
- Accuracy – Able to perform work accurately and thoroughly
- Ambition – Driven to achieve personal advancement
- Communication, Oral – Able to communicate effectively with others using spoken word
- Communication, Written – Able to communicate in writing clearly and concisely
- Customer Oriented – Able to take care of the customers' needs while following IT procedures
- Detail-oriented – Able to pay attention to minute details of a project or task
- Initiative – Able to make decisions or take actions to solve a problem or reach a goal
- Invested – Showing commitment to the success of the organization
- Organized – Being organized or following a systematic method of performing a task
- Time Management – Able to use available time to organize and complete work within deadlines
- Technical Aptitude – Able to comprehend complex technical topics and specialized information
- Systems Analysis – Able to determine how a system should work and how changes in conditions, operations, and environment will affect outcomes
- Working Relationships – Able to establish and maintain effective working relationships with co-workers, supervisors, and customers.

ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENCES

- Education: Associate's Degree or equivalent experience
- Certification:
 - CompTIA Network+ or equivalent certification
 - Must obtain, within six (6) months of hire date, and maintain CompTIA Security+ or equivalent certification
 - Must obtain, within six (6) months of hire date, and maintain IOWA/NCIC certification
- Experience: Minimum four (4) years performing enterprise network administration
- Computer Skills
 - Knowledge of and experience with these Network Protocols: Ethernet, DHCP, ARP, IP, ICMP, TCP, UDP, DNS, SNMP, SMTP, HTTP, CIFS
 - Knowledge of and experience with telephony, VoIP, and related concepts
 - Knowledge of and experience with computer concepts such as: ACLs, Applied Cryptography, Backups, Binary Math, CIDR Notation, Ethernet / IEEE 802, IETF RFCs, Internet Routing, OSI Model, Public Key Infrastructure, Spanning Tree Protocol, VLANs / Trunking

- Knowledge of and experience with these software/operating systems: Asterisk, Backup Software, Cisco IOS, GNU/Linux, Microsoft Exchange, Microsoft Office, Microsoft SQL Server, Windows Desktops, Windows Server, MySQL, OpenVPN, VMware products
- Knowledge of and experience with enterprise virtualization
- Knowledge of and experience with a Storage Area Network (SAN)
- Knowledge of and experience with network hardware: managed switches, routers, and firewalls and specifically Cisco branded equipment
- Knowledge of and experience with Perl, PHP, PowerShell, and Python
- Knowledge of and experience with database administration and writing SQL queries
- Able to edit and maintain code written in Perl, PHP, PowerShell, and Python
- Able to write original code in Perl, PHP, PowerShell, or Python
- Comfortable using Linux and Windows command prompts
- Typing Proficiency: 25+ Words per Minute
- Must possess a valid driver's license at the time of hire and maintain it during the course of employment

PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS

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

Work is generally performed indoors in an office setting and requires some physical activity, including extended periods of sitting, standing, walking, kneeling, bending, crouching, reaching, stooping and climbing. The incumbent must have the ability to transport themselves to and from various locations within the County courthouse, annex buildings and off site county facilities.

An incumbent must have the ability to frequently lift and/or carry computer monitors, terminals, equipment, supplies and other materials weighing between 30 and 40 lbs. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp and feel; and operate the following: computers and any other equipment that is used to perform the essential functions of the job.

Work hours may occasionally be required before or after daylight hours. Noise level is usually quiet or moderate. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires extensive personal interaction and may be stressful when dealing with irate individuals and/or time constraints.

EMPLOYEE POSITION ACCEPTANCE

I have thoroughly discussed the essential functions, education and experience related to this position with my supervisor, and I fully understand what is required of me in this position. I hereby accept this position and agree to perform the tasks required to the best of my abilities.

Employee Signature

Date

Supervisor Signature

Date

****Please submit signed original to the Auditor's Office/Payroll Division for placement in the employee's personnel file.***

Revised 8/5/2016

Pottawattamie County, Iowa

Class Description

Title: Cybersecurity Analyst I
Department: Information Technology
Division: N/A

FLSA Status: Exempt
Job Code:
Updated: 8/10/2021

General Definition of Work

Perform monitoring, vulnerability management, threat and incident management, and security awareness training. Monitors the security of County networks, systems and databases to be sure they are operating without incident, taking action as needed to remediate and mitigate issues. Keeps County data secure. Build security policies and implement them Countywide.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Monitor the organization's computer networks and systems to identify any violations and security breaches that need to be resolved.

Monitor and Respond to alerts sent by various network security systems or security operation centers

Review database security and utilize Extranet Access Management to validate port access

Assist in selecting network security solutions

~~Manage Audit~~ User Access Controls for County owned and/or managed systems and software

Carry out regular tests to simulate attacks to identify areas of vulnerability and ways in which its systems might be exploited by hackers and viruses

Develop processes and regulations to ensure County systems stay as safe as possible, in addition to developing security standards for all employees to adhere to. This involves researching the latest information technology security trends and software to help prevent any issues

Prepare and create regular reports to document any process implementation, improvements made, and security breaches that caused damage to the County

Investigate, document, and report security breaches and other cybersecurity incidents and assess the damage they caused

Follows all documented IT policies and procedures

Keeps IT spaces clutter-free

Performs other duties as assigned

Minimum Qualifications

2 years of Cybersecurity experience required.

Bachelor's degree with coursework in Cybersecurity or Information Technology or related field preferred. Experience with computer network penetration testing and techniques, understanding of firewalls, proxies, SIEM, antivirus, and IDPS concepts. Ability to identify and mitigate network vulnerabilities and explain how to avoid them. Understanding of patch management with the ability to deploy patches in a timely manner while understanding business impact.

Pottawattamie County, Iowa

Class Description

Special Qualifications

Possession of Security+ or equivalent upon hire.

CySA+ or PenTest+ or equivalent certifications within six (6) months of hire date.

Obtain National Crime Information Center certification within 6 months of hire.

Valid driver's license.

Job Specifications

Thorough knowledge of securing networks, systems and databases; thorough knowledge in virus and spyware protection tools; thorough knowledge of department regulations, policies and procedures; skill in the use of personal computers, associated software packages, hardware, and peripheral equipment; skill in project management, customer service, and relationship building; ability to remain current with cybersecurity and technology trends, and common security flaws and breaches; ability to complete work in a timely fashion; ability to communicate effectively orally and in writing; ability to analyze situations and in reaching decisions quickly; ability to plan, organize, direct, and evaluate the work of subordinate employees; ability to relay cybersecurity concepts and measures to both technical and non-technical staff; ability to handle confidential information according to established procedure; ability to perform and organize work independently and in a team; ability to multitask; ability to use strong interpersonal and customer service skills using tact, patience and courtesy; ability to establish and maintain effective working relationships with Board of Supervisors, consultants, contractors, employees, executive and senior leadership, vendors, and the general public.

Working Conditions

This work is sedentary and requires little to no exertion of force; work regularly requires using hands to finger, handle or feel and repetitive motions, frequently requires sitting and speaking or hearing and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms and pushing or pulling; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, operating machines and operating motor vehicles or equipment; work occasionally requires working in high, precarious places, exposure to fumes or airborne particles, exposure to outdoor weather conditions and exposure to the risk of electrical shock; work is generally in a moderately noisy location (e.g. business office, light traffic).

Pottawattamie County, Iowa
Class Description

EMPLOYEE POSITION ACCEPTANCE

I have thoroughly discussed the essential functions, education and experience related to this position with my supervisor, and I fully understand what is required of me in this position. I hereby accept this position and agree to perform the tasks required to the best of my abilities.

Employee Signature

Date

Supervisor Signature

Date

****Please submit signed original to the Auditor's Office/Payroll Division for placement in the employee's personnel file.***

David Bayer/Chief Information
Officer, Information
Technology

**Discussion and/or decision to approve the addition of a
3rd Help Desk Technician position to IT Department.**

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

**Discussion and/or decision on amendment
for FY 2023/24 budget and setting date for
public hearing on said amendment.**

DEPT #	Revenue Amount	Expense Amount
Board of Supervisors - 01	\$ -	\$ (1,925,000)
Total		\$ (1,925,000)
Attorney - 04		\$ 100,000
Total		\$ 100,000
Sheriff - 05		\$ 50,000
Total		\$ 50,000
Veterans - 21		\$ 5,000
Total		\$ 5,000
Conservation - 22	\$ 25,500	\$ 92,634
Total	\$ 25,500	\$ 92,634
Jail - 29		\$ 25,000
Total		\$ 25,000
IT - 52		\$ 50,000
Total		\$ 50,000
Non-Departmental - 99		\$ 610,453
Total		\$ 610,453
Department??		\$ 420,000
Total		\$ 420,000
Total		
Total		
	\$ 25,500	\$ (571,913)

Received/Filed

Appendix A

POTTAWATTAMIE COUNTY

OUT-OF-STATE TRAVEL NOTIFICATION FORM

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

TRAVEL INFORMATION

Name of Employee Traveling: Marc Freeman

Department: PC Sheriff's Office

Destination: Grand Island, NE

Date of Travel: FROM: 11-2-23 TO: 11-3-23

Name of Elected Official/Department Head Authorizing Travel: Chief Deputy

PURPOSE OF TRIP

1. Conference Travel

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

2 Non-Conference Travel

State Purpose: _____

Traffic Incident Management

Conference Name (Please give complete name) Nebraska T.I.M. Ex Training

<u>Expense</u>					<u>Cost Estimate</u>
Transportation	Mileage	<input checked="" type="checkbox"/>	Airfare	<input type="checkbox"/>	County Fee <u>160.-</u> <u>115.-</u>
Lodging					
Meals: Breakfast	Included	<input checked="" type="checkbox"/>	Not Included	<input type="checkbox"/>	
Lunch	Included	<input type="checkbox"/>	Not Included	<input checked="" type="checkbox"/>	
Dinner	Included	<input type="checkbox"/>	Not Included	<input checked="" type="checkbox"/>	
Conf./Seminar Fee	<u>Free</u>		<u>—</u>		<u>Free</u>
Other:					
Total Estimated Cost					\$0.00 <u>175.-</u>

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

Committee Appointments

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

Public Comments

Closed Session

Study Session

Mitch Kay/Chief Financial
Officer

Discussion on Capital Plan Study Session.