

# **Consent Agenda**

**January 16, 2024**

**MET IN REGULAR SESSION**

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

**PLEDGE OF ALLEGIANCE**

**1. CONSENT AGENDA**

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

- A. January 9, 2024, Minutes as read.
- B. December 2023 Vendor Publication Report.
- C. Attorney – Employment of James Hansen and Cassandra Erbyynn as an Attorney I.
- D. Attorney – Employment of Dan Salvo-McGinn as an Attorney II.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion made by Belt, second by Shea, to approve Neola Township to hold an optional 4<sup>th</sup> meeting. UNANIMOUS VOTE. Motion Carried.

Shalimar Mazetis/Rural Development, Advance Southwest Iowa Corporation appeared before the Board to give a presentation and provide an update on Advance Southwest Iowa Corporation for 2023 review. Discussion only. No action taken.

Motion by Shea, second by Belt, to approve and authorize Board to sign **Resolution No. 11-2024**, a Joint Project agreement for the Construction of a Pedestrian Trail along Eastern Hills Drive.

**RESOLUTION 11-2024**

**RESOLUTION TO APPROVE AND AUTHORIZE THE CHAIRPERSON TO SIGN A “JOINT PROJECT AGREEMENT FOR THE CONSTRUCTION OF A PEDESTRIAN TRAIL ALONG EASTERN HILLS DRIVE”**

**WHEREAS**, Pottawattamie County has purchased and is improving a property for municipal use within the City of Council Bluffs on Eastern Hills Drive, and

**WHEREAS**, the City of Council Bluffs requires sidewalk construction at the time of property development, and

**WHEREAS**, the current density of development makes continuous sidewalk or trail construction unfeasible at this time, and

**WHEREAS**, Iowa Code Chapter 28E authorizes the joint exercise of governmental powers, and

**WHEREAS**, the City of Council Bluffs will determine when the pedestrian trail is to be constructed given future development and growth in the area.

**NOW THEREFORE BE IT RESOLVED**, the Pottawattamie County Board of Supervisors authorizes the Chairperson to sign the “Joint Project Agreement for the Construction of a Pedestrian Trail along Eastern Hills Drive”.

**Dated this 16th day of January, 2024.**

	<b>ROLL CALL VOTE</b>			
	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<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"/>
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Tim Wichman

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

\_\_\_\_\_  
Jeff Jorgensen

○ ○ ○ ○  
○ ○ ○ ○

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

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

Motion by Shea, second by Jorgensen, to approve and authorize Board to sign **Resolution No. 12-2024**, a Resolution to modify the 2024 Secondary Roads Five Year Program.

**RESOLUTION NUMBER 12-2024**

**A RESOLUTION TO MODIFY THE 2024 COUNTY FIVE YEAR PROGRAM (CYFP)**

**WHEREAS**, unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program requiring changes to the sequence, funding, and timing of the proposed work plan.

**WHEREAS**, the Board of Supervisors of Pottawattamie County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2024), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

**WHEREAS**, the following projects shall be ADDED to the Program's Accomplishment year:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Total
L-2022-(240)--73-78 240th Street Paving 47271	On 240TH Street, from Aspen Road N 0.8 miles to Pioneer Trail	61 0.800 miles	366 HMA Paving	Local \$1,000,000
L-2022-(Dumfries)--73-78 Dumfries Avenue Paving 52716	On DUMFRIES AVE, from Aspen Road N 0.7 miles to Pioneer Trail Tied to TPMS 47271	57 0.700 miles	366 HMA Paving	Local \$1,000,000

**WHEREAS**, the following projects shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modification	Total
HDP-C078()--6B-78 Norwalk 15 Bridge / G30 Reconstruction 47266	On MAGNOLIA RD, Over Mosquito Creek, from 260TH E 1 mile Magnolia Road West of Railroad Highway is included in the project limits to allow for intersection improvements at RR Hwy as needed. Project includes the new roadway pavement, as well as the Norwalk 15 Bridge replacement.	25 0.930 miles 45320	320 Bridges FA	Project Number updated removed 200,000 Local dollars from 2024 removed 300,000 FM dollars from 2024 added 600,000 FM dollars to 2025 removed 3,500,000 Special dollars from 2024 added 500,000 Special dollars to 2025 removed 1,500,000 FA dollars from 2024 added 4,400,000 FA dollars to 2025	\$5,500,000

**NOW THEREFORE BE IT RESOLVED**, by the Board of Supervisors of Pottawattamie County, Iowa, that the Board hereby authorizes the aforementioned additions and modifications to the 2024 County Five Year Program.

**Dated this 16<sup>th</sup> day of January, 2024.**

**ROLL CALL VOTE**

AYE                      NAY                      ABSTAIN                      ABSENT  
○                              ○                              ○                              ○

\_\_\_\_\_

Susan Miller, Chairperson

_____	○	○	○	○
Scott Belt				
_____	○	○	○	○
Tim Wichman				
_____	○	○	○	○
Brian Shea				
_____	○	○	○	○
Jeff Jorgensen				

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

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

Motion by Wichman, second by Belt, to approve and authorize Board Chairperson to sign the final voucher for project STBG-SWAP-C078(201) –FG-78 with Western Engineering.  
UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to approve and authorize Board Chairperson to sign Clinical Service Provider Agreement with Mikaela Reynolds, APRN, WHNP-BC.  
UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to approve and authorize Board Chairperson to sign Agreement between Pottawattamie County Board of Health and Pottawattamie County, Iowa, for the purpose of setting forth the terms under which the county will assist the Board of Health in the requested discharge of certain public health duties in Pottawattamie County.  
UNANIMOUS VOTE. Motion Carried.

**3. OTHER BUSINESS**

Motion by Shea, second by Belt, to approve Pottawattamie County Treasurer’s Semi- Annual Report for 7/1/2023 – 12/31/2023.  
UNANIMOUS VOTE. Motion Carried.

**4. COMMITTEE APPOINTMENTS**

Board discussed Committee meetings from the past week. Appointed Shea as Secondary for SWIPCO.  
Discussion only. No action taken.

**5. RECEIVED/FILED**

- A. Salary Action(s):
  - 1) Sheriff – Payroll status change for Joshua Harker and Cassandra Green.
  - 2) Crescent Ridge Ski Hill – Employment of Aaron Kiley as a Chair Lift Attendant.

**6. PUBLIC COMMENTS**

No Public Comments.

**7. CLOSED SESSIONS**

Motion by Wichman, second by Belt, to go into Closed Session pursuant to Iowa Code 20.17.(3) for discussion and/or decision on labor negotiations/collective bargaining matters.  
Roll Call Vote: AYES: Miller, Belt, Wichman, Shea, Jorgensen. Motion Carried.

Motion by Shea, second by Wichman, to go out of Closed Session.  
Roll Call Vote: AYES: Miller, Belt, Wichman, Shea, Jorgensen. Motion Carried.

**8. BUDGET STUDY SESSION**

- 1) Attorney
- 2) HR
- 3) Conservation
- 4) Planning
- 5) Environmental Health

- 6) Animal Control
- 7) Public Health
- 8) Sheriff
- 9) Jail
- 10) 911

**9. ADJOURN**

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 4:30 P. M.

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Susan Miller, Chair

ATTEST:

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

APPROVED: January 23, 2024

PUBLISH: X

# **Scheduled Sessions**

**Joe Munch/President,**  
**Pottawattamie County Trails**  
**Association**

Discussion and/or decision to sign letter of support for  
Pottawattamie County Trails Association to secure  
financial grants for the construction of multi-use trails  
connecting our community .

# Pottawattamie County Trails Association

227 S. 6<sup>th</sup> St. Rm 204, Council Bluffs, IA 51501 | (712) 328-5638 | Fax: (712) 328-4731 | [www.pottcountyrails.com](http://www.pottcountyrails.com)

Joe Munch  
705 3rd St.  
Neola, IA 51559  
12/28/2023

County Supervisors  
227 S 6th St,  
Council Bluffs, IA 51501

Dear Supervisors Miller, Belt, Jorgensen, Shea and Wichman

I am writing to request your support for the Pottawattamie County Trail Association. The association is seeking financial grants to continue building multi-use trails in our community. These trails provide numerous benefits to our community, including financial, health and recreation.

Multi-use trails are an excellent way to connect communities and provide opportunities for population retention and community appeal. They are also a great way to promote healthy living and outdoor activities. The Pottawattamie County Trail Association, in partnership with Pottawattamie County Conservation, has constructed 5 miles of trail from Smith Wildlife Area north to Weston and will complete the connection south to Council Bluffs city limits by fall of 2024. The association's goal is to create a trail network that interconnects all cities in Pottawattamie County and provides access points for adjoining counties and states.

I urge you to support the Pottawattamie County Trail Association's efforts to secure financial grants for the construction of multi-use trails connecting our community. Please let me know if you have any questions or if there is anything I can do to help.

Sincerely,

*Joe Munch*

Joe Munch, President  
402-306-0060  
[joemunch35@gmail.com](mailto:joemunch35@gmail.com)



**Al Wegman/Trustee Clerk, Lewis Township**

**Discussion and/or decision to hold more than 3 meetings for Lewis Township.**

**Mark Eckman/Executive**  
**Director, Council Bluffs**  
**Convention & Visitors Bureau**

**Update from Pottawattamie Tourism.**

# POTTAWATTAMIE TOURISM COMMITTEE



to see Pottawattamie County



Jeff Anderson  
HARTS POINT PHOTOGRAPHY

# ABOUT THE COMMITTEE

- Committee formed in 2008
- Committee meets bimonthly (6x/year)
- Membership representatives from:
  - Golden Hills RC&D
  - Western Iowa Development Association (WIDA)
  - Pottawattamie Conservation
  - Pottawattamie County Board of Supervisors
  - Pottawattamie County Auditor
  - Pottawattamie County Public Relations
  - Council Bluffs CVB
  - Macedonia Historical Society
  - Walnut Creek Historical Society
  - Nishna Heritage Museum
  - Wabash Trace Nature Trail
  - Rural communities



# PTC'S ACCOMPLISHMENTS



# POTTAWATTAMIE COUNTY SHOULDER SEASON MARKETING CAMPAIGN

## Investment:

- \$10,000 – Iowa Tourism Office
- \$35,000 Council Bluffs CVB



## SPRING:

### Impressions

Goal: 1,350,000

**Actual: 2,118,483**

### Clicks

Goal: 20,250

**Actual: 22,294**

### Page Views

Goal: 40,000

**Actual: 40,472**

## FALL:

### Impressions

Goal: 1,350,000

**Actual: 1,123,593**

### Clicks

Goal: 20,250

**Actual: 17,408**

### Page Views

Goal: 40,000

**Actual: 36,444**


# POTTAWATTAMIE COUNTY MUSEUM TOUR

**WattaWay to see Pottawattamie County Iowa**  
Published by Ashley English · July 3 ·

Dig into local history on Sunday, July 16, by joining the Pottawattamie County Museum Crawl! Each museum will have a special presentation on the hour. Participating museums include:

- Walnut Creek Historical Museum
- Sweet Vale of Avoca Museum
- Nishna Heritage Museum of Oakland, Iowa
- Carson Railroad Depot
- Pioneer Trail Museum
- Stempel Bird Museum

Download a map on our site and start plotting your course!



WATTAWAYIA.COM  
Pottawattamie County Museum Crawl | Pottawattamie County Tourism | WattaWayIA.com

Learn more

See insights and ads

Boost again

157 9 comments 35 shares

**Nishna Heritage Museum of Oakland, Iowa**  
July 16 ·

Over fifty people came to Nishna Heritage during the Museum Crawl today. During the afternoon Sue Duhachek portrayed Mrs Gertrude (Frank) Eckles. He was Superintendent of Schools in the 1930s and supervised the building of the new high school after fire destroyed the old one. He retired from education, built the Shady Lawn camp site, restaurant, and gas station. Oakland has a golf course, Eckles addition on Scenic Dr, and the Eckles Memorial Library because of this man.... See more



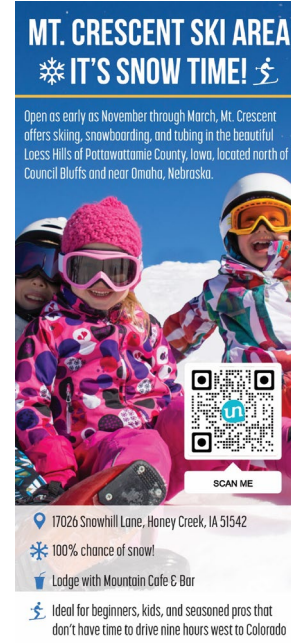
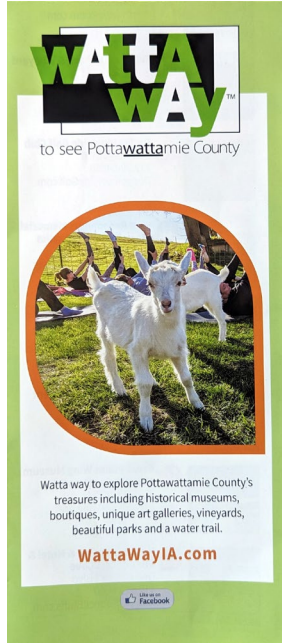
## POTTAWATTAMIE COUNTY MUSEUM TOUR

SUNDAY, JULY 16 | NOON - 4 P.M.



- SWEET VALE OF AVOCA MUSEUM**  
504 N. ELM STREET - AVOCA
- WALNUT CREEK HISTORICAL MUSEUM**  
304 ANTIQUE CITY DRIVE - WALNUT
- NISHNA HERITAGE MUSEUM**  
117 MAIN STREET - OAKLAND
- CARSON RAILROAD DEPOT**  
103 SOUTH COMMERCIAL STREET - CARSON
- STEMPEL BIRD MUSEUM**  
311 MAIN STREET - MACEDONIA
- PIONEER TRAIL MUSEUM**  
316 MAIN STREET - MACEDONIA

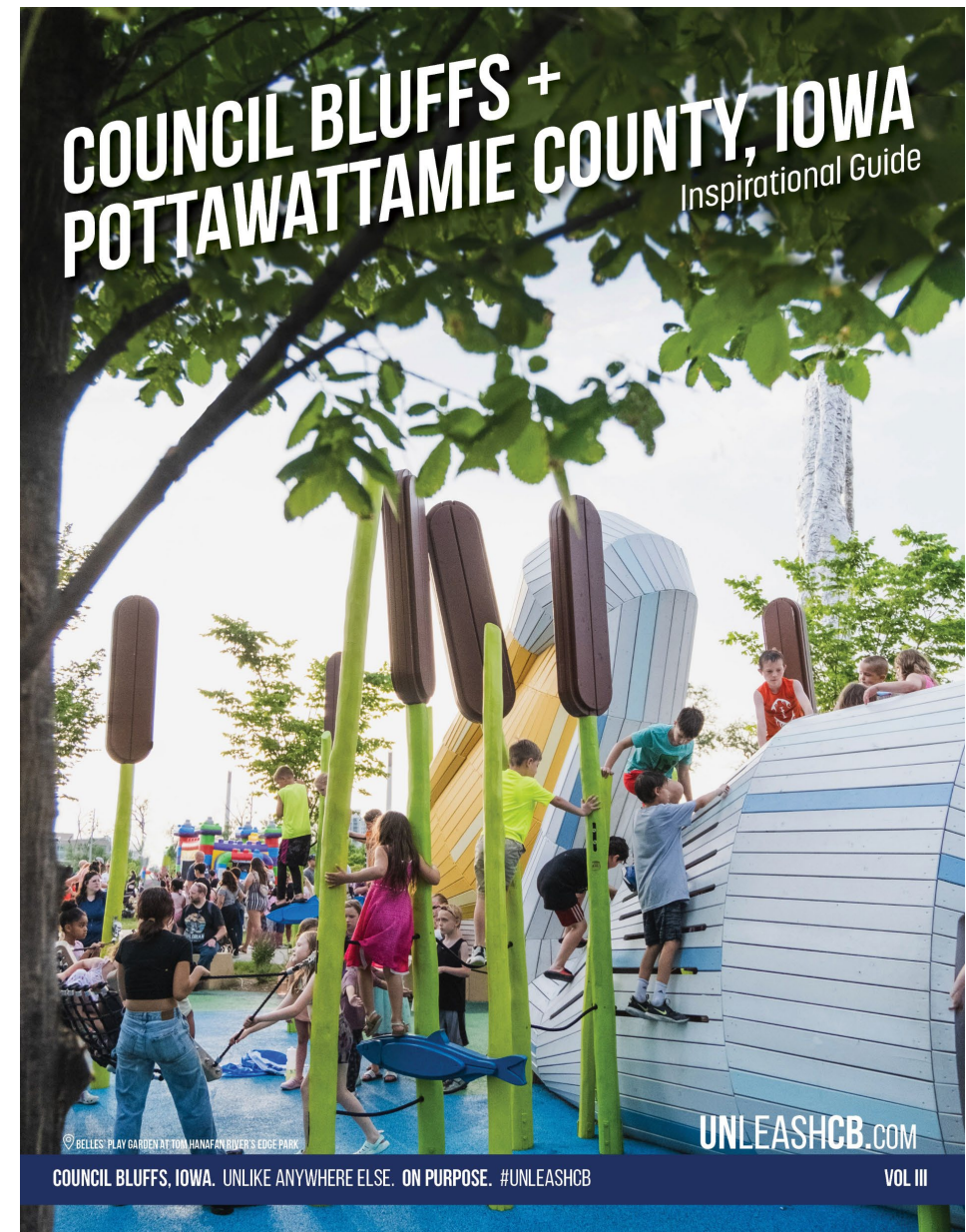
# BROCHURES + INSPIRATIONAL GUIDE



NEW! 2023  
(FRONT)

NEW! 2023  
(BACK)

- All five printed pieces are distributed through CTM Media brochure racks throughout the metro.





# PRINT ADVERTISING: TRAVEL IOWA GUIDE



For more Council Bluffs + Pottawattamie County travel inspiration, visit [UNleashCB.com](http://UNleashCB.com)

### DAY ONE: GREAT OUTDOORS

- ✓ **Wabash Trace Nature Trail**  
The tree-lined trail spans 63 miles and over 72 bridges through the breathtaking countryside. Don't have a bike with you? Rent a Heartland Bike Share bike at the trailhead.
- ✓ **Tom Hanafan River's Edge Park**  
Head to Tom Hanafan River's Edge Park to experience the Missouri River for more outdoor adventure and scenic views. Don't forget to walk across the Bob Kerrey Pedestrian Bridge, allowing you to stand in two states simultaneously.
- ✗ **Henry's Diner**  
From homestyle meals that taste like they're straight from grandma's kitchen to daily specials like the irresistible fried chicken dinner or succulent brisket sandwiches, Henry's Diner is a great place to dine in Pottawattamie County.

➤ **Camp at Hitchcock Nature Center**  
Spend a night nestled in the scenic Loess Hills at Hitchcock Nature Center. They have several options, including primitive backpack camping, camping cabins, tent camping, and numerous RV spots.

### DAY TWO: INDOOR GEMS

- ✗ **Nesting Grounds**  
Need a little caffeine to get your day started? Stop by Nesting Grounds in Underwood. It's a place where the rich aroma of coffee mingles with the warmth of genuine hospitality, making it a favorite spot for locals and visitors alike.
- ✓ **Union Pacific Railroad Museum**  
Through hands-on, interactive technology and exhibits, the UP Museum brings to life the struggles of building the Transcontinental Railroad, President Abraham Lincoln's involvement, the history of passenger rail service, rail safety, and more.

✓ **Hoff Family Arts & Culture Center**  
The Hoff is a hub for creative activity! Enjoy the ever-changing art exhibitions in the gallery and live performances by the American Midwest Ballet, Chanticleer Community Theater, and Kanesville Symphony Orchestra.

✗ **Boxer BBQ**  
For lunch or dinner, unleash the unforgettable flavors at Boxer BBQ. This award-winning restaurant serves slow-smoked meats and delicious sides and sauces.

➤ **Stay in a CB Hotel**  
Relax and unwind in one of Council Bluffs' 23 hotels! All are conveniently located and offer you quick access to the area's many amenities.

2024



2023/24 FALL + WINTER

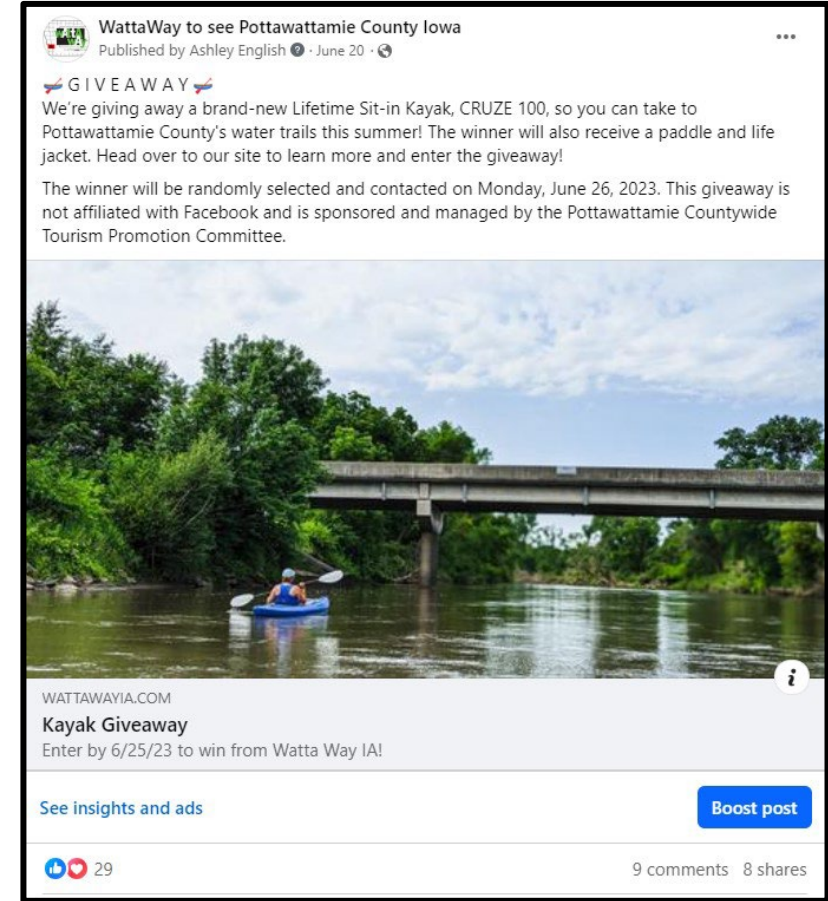
# SOCIAL MEDIA PROMOTIONS + ONLINE MARKETING



 **TWO SOCIAL MEDIA GIVEAWAYS**  
KAYAK + XTREME WHEELS GIFT CARD



**7,300**  
**FACEBOOK**  
**FOLLOWERS**



## LOOKING FORWARD:

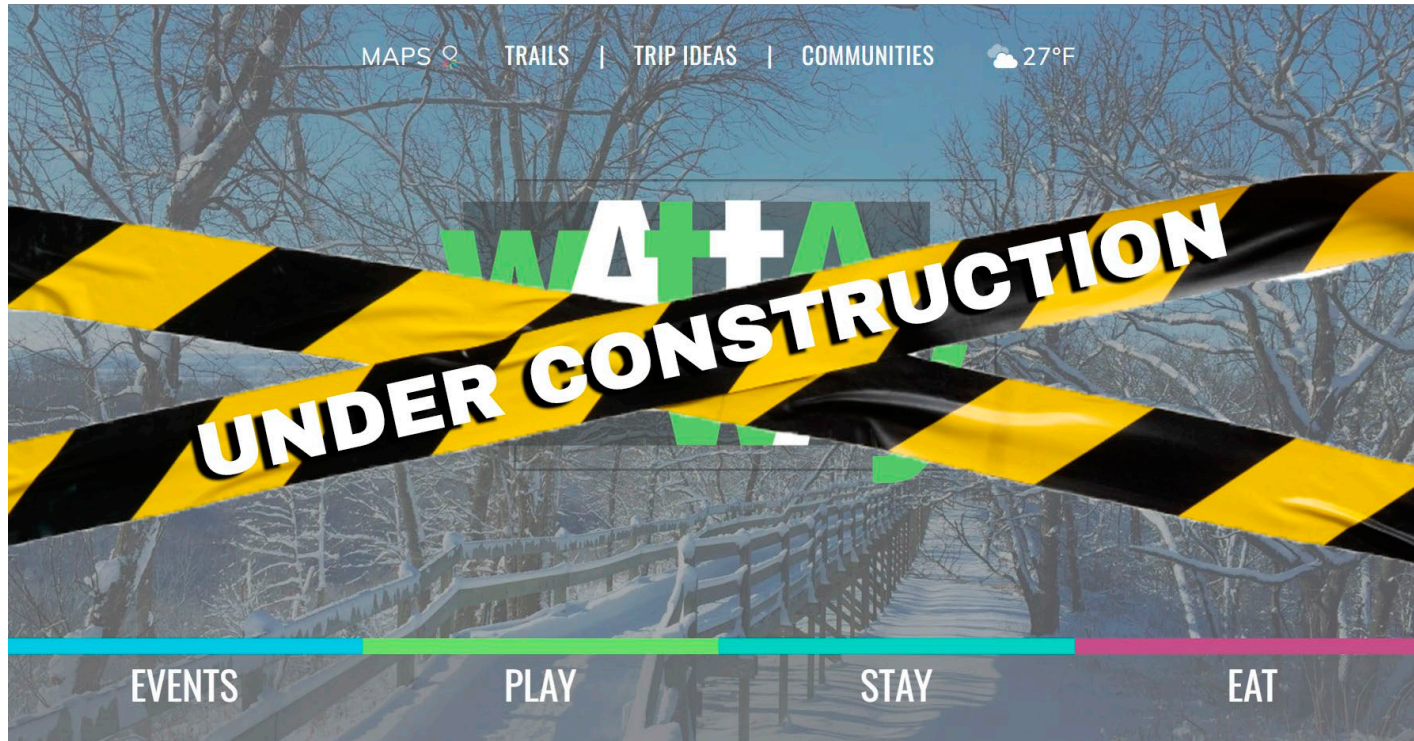
Website redesign with support of Iowa Tourism Grant (\$10,000).

# WEBSITE: WATTAWAY.COM

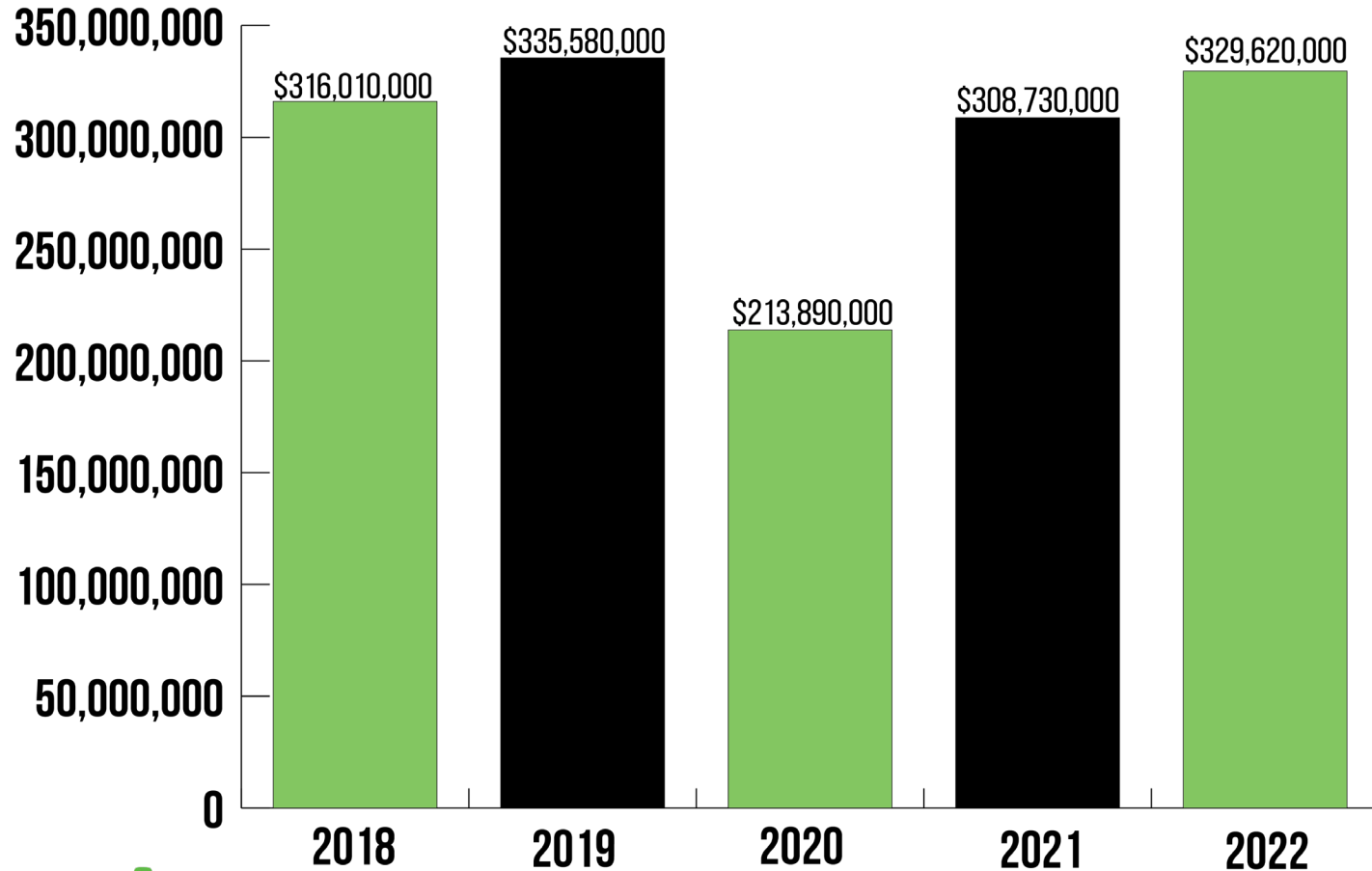
- Acquired original WattaWay.com URL in 2023
- 2024 website redesign with Iowa Tourism Grant (\$10,000)
- Seeking more event submissions from rural communities

## WEB STATS:

FISCAL YEAR	FY 23
SESSIONS	20,397
USERS	20,505
PAGE VIEWS	35,375



# POTTAWATTAMIE COUNTY TOURISM SPENDING



**6.8%  
INCREASE  
IN 2022**



**POTTAWATTAMIE  
COUNTY'S SPENDING WAS THE 5TH  
HIGHEST IN THE STATE**



- Pottawattamie County realized \$329.62 million in visitor direct spending in 2022
- Visitor spending supports the county's local option sales tax collections.

THANK YOU FOR YOUR PAST SUPPORT  
OF THE PTC'S EFFORTS!

TR8



to see Pottawattamie County

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

Presentation on Southwest Iowa Leadership Academy  
and discussion and/or decision on funding for Southwest  
Iowa Leadership Academy.

## Pottawattamie County Funding Request

Request Date 1/23/2024

Board Meeting Date 1/23/2024

Organization Name: Southwest Iowa Leadership Academy

Are you a nonprofit organization (If yes, what type 501c3, I.E.)? Yes  /501 c 3 No

Are you a registered not-for-profit? Yes  No

Organization Mailing Address: 536 East Broadway Council Bluffs Iowa 51503

Program or Project Name: Southwest Iowa Leadership Academy 2024

Contact Person: Deb Masker

Title: Executive Director

Telephone: 402-689-8266

E-Mail: [debmasker@gmail.com](mailto:debmasker@gmail.com)

Dollar Amount Requested: \$2500 or more if approved County Fiscal Year 2023-2024

Total Program/Project Cost: 49, 475

Will County funding be leveraged with matching funds from another source? Yes  No

### Summary of Funding Request and Project Goals and Objectives:

The mission of the Academy for the Development of Student Potential--Southwest Iowa Leadership Academy--is to bring students from seven area middle schools in West Pottawattamie county together to develop leadership skills, engage in activities that foster and build inclusive communities, demonstrate social responsibility and inspire a commitment to excellence.

### Values:

- **Inclusion:** As stewards of social justice, we promote the free exchange of ideas, identities and perspectives that foster collective understanding.
- **Development:** We cultivate opportunities that promote personal growth through activities and mentorship.
- **Integrity:** We lead authentically and in congruence with ethical and professional standards upholding transparency and responding to the needs of students.
- **Civic Engagement:** We cultivate opportunities for student to engage in their communities through service learning and serve as school ambassadors
- **Excellence:** We give of ourselves in a way that exceeds our own expectations.
- **Empowerment:** valuing student members and giving them the information and the tools they need to plan and achieve results.

### Leadership Goals and Outcomes

#### Self-Awareness

Understand their leadership style and how it changes over time.  
Understand strengths, areas of growth, biases and privilege.

**Social Awareness**

Practice strategies that promote respect and acceptance in regard to multiple perspectives.  
Recognize how people's stories and experiences have shaped their identity.

**Self-Management**

Develop the ability to listen for understanding without the need to respond.  
Understand and value different leadership styles and their effectiveness in different settings.

**Social Management**

Identify and understand group processes and dynamics, especially in regard to the diversity of the group. '  
Learn and practice techniques for building and strengthening relationships.  
Engage in constructive conversations while valuing the dignity of all participants.  
Learn techniques and skills to advocate for self and others.

**Practice shared responsibility and accountability.**

Initiate, generate, and evaluate goals.  
Believe, identify, and utilize the value of one's experiences, talents, skills, and interests as assets and resources.

**Social Engagement**

Increase the opportunities, resources and support for all students to lead in their communities.  
Develop a system where multiple perspectives are sought and utilized to make decisions for the community.  
Utilize project planning strategies for organizing school activities and events that reflect the cultures and interests of everyone on campus

**Describe the Public Purpose(s) and specifically identify the Economic Development that will be served by the funding:**

**The camp provides leadership training for 100 middle school students from seven area middle schools in West Pottawattamie County. These students then return to their home schools and communities and are ambassadors for the school and community with a variety of projects that they plan and execute each school year. These students then go on to be the student leaders at the high school level. Many of the graduates of our program return to the community after post secondary education and become leaders in the business community of each of these towns and areas. The economic development is a delayed impact but we have anecdotal information to share as requested.**

**Provide an Itemized Program/Project Budget Showing How the Funds will be expended:**



Executive Director, Camp Director	7000
Base Group Leaders (10)	20,000.00
<b>Program Costs</b>	
Administrative Costs (Community)	900
Food and lodging	14,000.00
Presenter	100
Real Colors Materials	1200
Printing	500
T-Shirts	1200
Postage (Camp, golf tournament)	800
Supplies--Camp	400
Bussing for service learning	650
Reunion	2,000.00
Dance	225
Off Campus Recreation	500
Total	49475

**\*\*\*Attach additional pages if needed to fully answer any of the questions on this application\*\*\***

### **ASSURANCES FOR POTTAWATTAMIE COUNTY FUNDING**

**This signed page must accompany your funding request**

The applicant hereby agrees and acknowledges that:

- 1) If awarded funds, the applicant will conduct operations in accordance with Title VI and the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended, which prohibits discrimination against any employee, applicant for employment, or any person participating in a sponsored program on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, or physical or mental disability, and require compensation for employment at no less than the minimum wage requirements and will provide safe and sanitary working conditions;

- 2) The applicant will expend funds received from Pottawattamie County solely for public purposes on the program or project described in the funding request;
- 3) All unexpended funds received pursuant to this request shall be returned to Pottawattamie County;
- 4) This funding request and assurances document has been approved by the legally authorized governing body of the applicant, if applicable;
- 5) The facts, figures, and information contained in this funding request, including all attachments, are true and correct;
- 6) Failure to comply with the rules of this program and this assurances agreement will result in the penalty of funding forfeiture and funds received during the applicable fiscal year shall be returned to Pottawattamie County;
- 7) At any time, the Board of Supervisors may require a representative from your organization to attend a public meeting to report progress toward completion of your program or project; and
- 8) Applicant will, upon request by Pottawattamie County, provide an accounting of all expenditures of Pottawattamie County funds and further provide any other documentation deemed necessary by Pottawattamie County to provide oversight for the funds. Failure to timely comply with requests from the County under this paragraph will result in suspension of funding.
- 9) Applicant acknowledges that other stipulations and conditions may be required by the Board of Supervisors before funding is awarded.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Executive Director (if applicable)

\_\_\_\_\_  
Date

Approved \_\_\_\_\_ Amount \_\_\_\_\_ BOS Chairman Signature \_\_\_\_\_

**Director's Report**  
**Leadership Academy 2023/2024**  
**Deb Masker – Executive Director**  
**Madison Sola-Camp Director**  
**Brianne McDermott–Assistant Director**

The 2023 Academy for the Development of Leadership Potential was held June 13-16, 2023 on the campus of Iowa School for the Deaf campus. This report will address various aspects of the academy week including planning and implementation.

Again, a huge benefit has been having our money housed with the Our Community Foundation (formerly Pottawattamie County Community Foundation). Working with Kelly Dix and Cathy Wright has been a blessing as our fiduciary agent. They are quick to respond to questions and provide guidance above and beyond their job description.

Being able to do more in person solicitation of finances did help and as the executive director I am growing in skills and confidence in asking for funding. Finances are a constant source of concern and being able to receive the Iowa Western grant was a financial and morale boost to the program for this year. As the executive director I continually am looking for new grants to apply for or new businesses to contact. Trying to make those pledges for 3-5 years continues to be challenging.

A major accomplishment has been to establish the Iowa Leadership Academy as its own 501 c 3. This has made it easier to solicit funding. Our board met twice past school year and will continue to meet twice yearly. We have added additional board members from the Wilson, Treynor, and Underwood communities. We met twice this past school year and find that it meets the needs of the board and the program.

Our Swing for Leadership golf tournament was somewhat successful with a tournament sponsor (Iowa Western) and 23 hole sponsors and one tournament sponsor. We were able to use a new venue this year and had 17 full teams golfing. This was a significant improvement from last year and will continue this partnership with Bent Tree in the future.

We initiated a 50/50 raffle this year which required all the ins and outs of gaming licenses, sales tax, etc. Not all students participated in selling 20 tickets each. We have discussed moving this raffle to the fall while students are still motivated to pay it forward. We provided prizes for students who participated. Cost of gambling license and sales tax were fees that came out of our gross profit.

Madison Sola returned to head the actual camp program and Brianne McDermott was our assistant director. Both are former Leadership Academy attendees and this was a first for our group. We held a debriefing meeting after camp to take a look at the positives, and areas for

consideration for improvement for next. Ms. Sola did comment that an overnight camp is a whole different approach than the day camp format. I will continue as the executive director for next year even though I officially retired from my teaching job this spring. Hopefully this will allow me time to actually meet with donors during the actual work day.

Returning to an overnight camp was a long awaited goal and it was realized this year. With the return to camp our expenses for food significantly increased as well as the added expense of housing. All most all areas of the budget saw significant increases as the cost of everything has increased.

Longitudinal data continues to be collected with the help of the on-line survey which students completed prior to attending the academy, then again on Friday of the academy, at the end of their eighth grade year and then again at the end of their sophomore year. There is difficulty in getting responses from sophomores where the middle school and high schools are not connected. Even with the advent of email, sophomore students do not follow through with requests for them to take the survey. Another issue is students who have moved since their eighth grade year and it is difficult to contact them. We decided not to try and contact former students post secondary education as so many families have moved it is hard to justify the cost of postage to do that.

This year we did not have every student fill out the pre-camp survey. Two schools just didn't get it done (no excuses) and two schools transitioned base group leaders and it fell through the cracks. Both the director and I need to do a better job pushing for this to get this accomplished and also at the end of the eighth grade year survey. I am still not sure why this was not accomplished as teachers had links to the surveys in early April.

Pre survey results still tend to be skewed as students know that they are attending camp and sometimes already view themselves as leaders or their definition of terminology is different than the definitions presented at camp. This ultimately affects the outcome of the survey. Students comment at camp that now they understood the survey better and could answer the questions more realistically after attending the academy. All students completed the longitudinal survey. We had issues with teachers getting the pre camp survey done and issues with the chrome books at camp to get both the camp survey and the longitudinal survey completed but all students. Follow up emails were sent to students after camp and we are currently at a 75% completion rate.

A google form survey was used for students to respond to questions directly related to their experiences at camp and their responses to specific activities and speakers. Those responses are located in the addendum at the end of the report. As stated earlier there were issues with the chrome books as we completed the surveys on the last day of camp. Students have been contacted by email and asked to complete the survey--we are at a 75% completion rate.

Ninety-eight students completed camp this year.

We had one student who left on Wednesday to go home due to being homesick, and two who chose not to attend the day before camp began.

We also had to wait until Lewis Central had completed their school year which pushed us back a week from other years and many families had planned vacations as soon as areas were more open. Area athletic camps and national dance competitions also impacted students who could attend. Information we have received is that LC will be revisiting their academic calendar and it may be more in line with the rest of the schools attending Leadership next year. This number included 15 from St. Albert, 5 from Underwood, 30 from Lewis Central, 20 from Kirn, 20 from Wilson, and 3 from Tri-Center.

This year's academy had 75 girls and 23 boys. There continues to be a balance issue with gender. Recruitment of boys continues to be a challenge. All of the schools in attendance held student/parent orientation meetings to emphasize the importance of the academy and to answer questions and concerns of the group. Parents also used a Google form to register students online. This helps for the accuracy of demographic information collected. We asked for parent and student email so that information can be disseminated via email in the future to help cut down on postage and printing costs.

Electronic communication was used this year to communicate with parents and students.. Staff agreed that the overall quality of students was higher and felt that there was a positive energy throughout the academy this year from the students in attendance. Many comments were made about the positive behavior and cohesive unit of the group.

Parents were provided with information at registration which contained emergency numbers and time and place of parent program. Parents appreciated the postcard design with information fingertips during camp.

Social media was used to a higher extent this year with parents having access daily to the [Facebook page](#) created for the Academy. Here is the link to the [website](#) for the organization. Parents thoroughly appreciate being able to see what their students were experiencing on a daily basis. Parents also viewed a [video](#) at the end of camp in lieu of the parent program which highlighted events from the week.

Access to cell phones were restricted for students as they were required to leave them at home. We did have students who chose to bring them and those individual cases were dealt with by base group leaders. Base group leaders provided cell phone access when there was a need. Some students commented on this lack of connection and felt that they should be able to have cell phone access. Parents supported the idea that they would not have access to social media and email during the four days. The staff continues to support the no cell phone policy and feels this helps with the students' abilities to make new friends and bond with those students in their base groups.

Base group leaders felt the application process was successful and allowed for students to express their desire to attend the academy. The application process allowed for schools to identify promising leaders easier and continue to focus on those students with skills that are emerging. Interviewing students allowed for greater insight into the students' backgrounds and the letters of recommendation provided additional information about each applicant. We need to continue to encourage students who exhibit the necessary characteristics and emotional maturity to attend.

### **Real Colors Presentation**

Wednesday Marla Schoening provided the "Real Colors" presentation again this year. Each student participated using a matrix that allowed them to discover what "color" they are as leaders. Mrs. Schoening was insightful and assisted students in understanding the importance of understanding the positive and negative side of their leadership color. Students created posters in their "color" describing their joys, challenges, needs, and strengths of their colors. Students then participated in a base group activity which included an observer who sat outside the group and recorded how the groups interacted and worked together. Students then discussed how they used their leadership styles in the activity and the observer also provided input in the discussion based on their observations.

### **Business Speakers**

On Thursday morning community simulation speakers provided wonderful experiences for students to become problem solvers. Ten business/community leaders exposed students to real life situations where they were challenged to solve the problems presented to them. This year our focus was on STEM careers and activities on Thursday.

The nine business/community leaders were Brian Shea with Mariah Cain and Pearl Huddle-ISU Extension, TS Bank, HGM, Dr. Kelsey Whalen Council Bluffs Veterinary Clinic, John Stile Council Bluffs Schools, Snyder and Associates, Anne Christensen from CASA, and Google, Speakers. emphasized their leadership roles in their professional and community lives. Students always enjoy the interaction with these leaders and the decision-making and problem solving skills practiced during this time increases the chances that they will use them again in other situations. When hands-on activities were provided the students felt challenged and engaged in the presentation.

### **Goal Setting**

Darby Thoams (graduate of our program) and a student at UNL and a Long jump athlete on the NY track team presented the program on Friday morning. She talked about her adversity as a track athlete and how she overcame that adversity with personal reflection and goal lettering. This year the students' goals were collected by base group leaders and will be returned to the students at the reunion in October to check in and see how they are progressing toward their goals.

### **Parent Involvement**

Many parents stepped up and donated snacks, juice and water which helps to keep our costs down. Their generosity was amazing.

Local businesses provided services and goods for the academy. Lewis Central We appreciate their willingness to problem solve our "technical" issues as many of our presenters needed technology to do their presentations. They helped to provide many options and venues for base groups to work and the food service people are great to work with each day.

### **Sophomore Volunteers**

The team continued to provide our own challenge activities on Tuesday as a way to conserve funding. We invited Leadership Academy alumni to come back and assist with the afternoon and that was a huge success. Fifteen students from the area high schools who had attended Leadership Academy returned for in-service training and were absolutely wonderful. They asked appropriate follow up questions at the end of each activity to make sure the students debriefed and understood the challenge presented. The academy attendees responded well to this great group of students and it was awesome to see their leadership skills at work. They provided such enthusiasm and positive attitudes. Many wore their leadership academy t-shirts from the year they attended. They shared their current school activities with the group and how they felt that they had grown as leaders. This was a definite plus for the group and the alumni shared some of their experiences as leaders as the students worked through the challenge activities.

### **Base Groups**

The academy is organized into base groups with nine or ten students in a group. One staff member facilitates the base group. Some base groups had 9 students to three students not attending. Student comments referred to their base groups as their new family and that they enjoyed working with students from other schools.

Base groups continue to be an effective way of working more closely with students and managing their energy and time effectively. Students commented on the friendships that they developed during the week in their groups and they didn't want to leave those relationships behind come the close of the academy. As I am out in the community, parents of students come up to me and comment on what a wonderful experience the academy was and how their student grew because of the relationships they built in their base groups. This high rating indicates the strength and effectiveness of the staff. All worked as a cohesive unit to make the academy a positive experience to the students. Our ratio of base group leaders was four male and six female.

### **Facilities**

The facilities at Lewis Central were wonderful. . There was ample space for base group rooms using classrooms and the immediate outside areas for a variety of activities. We were able to utilize the gym facilities and auditorium facilities as well.

### **Curriculum**

In March , base group leaders met to review the curriculum and discuss changes to existing activities. Once again, minor changes were made to the curriculum and schedule. Students were able to engage with the community

The entire group met collectively for one-half hour each morning for energizers, to review the agenda for the day and the focus on the theme for the day's activities. Students commented on how they felt that this was a positive start to each day and enjoyed being with the whole group.

Students this age need to be doing rather than sitting and reading; many hands-on activities keep them focused and energized. Students enjoyed the variety of activities and commented on being involved all day long.



## Finances

We make sure that every student who applies and is accepted to attend camp has resources that they need to defray the cost of attending. Each school handles this differently. Here is a chart to show what each school does:

Kirn Middle School	Financial Support provided as needed and requested for by families. Provided a \$175 scholarship for one student this year.
Lewis Central	Each student pays \$75 with the balance paid for my fundraising projects throughout the year.
Saint Albert	Each student received \$50 from fundraising at the school level to defray the cost of camp
Treynor	Each student paid for the cost of camp. Assistance is provided as needed.
Tri-Center	School provided funds to cover the cost of camp since they decided at the last minute to participate again this year.
Underwood	Each student paid for the cost of camp. One student received assistance from the school leadership fundraising account.
Wilson	Each student pays \$50 with the balance paid for my fundraising projects throughout the year.

Attached to this report is a copy of the budget and expenditures to this date. Salaries and costs were held to comparable costs from last year. We had enough students to warrant 10 base group leaders at camp and bussing for our community service projects. We held a Swing for Leadership Golf tournament to help raise money as well as soliciting donations from alumni, parents, and the community as well as our 50/50 raffle.

## Conclusions/Recommendations

Leadership Academy 2023 was effective and successful. Students learned a variety of leadership skills in an environment that encouraged them to be creative and act with courage. They also learned that everyone has a different perspective and that it is "ok" for someone to think differently. They also learned we need all personality types to make an efficient working leadership group. Students learned the value of community service and the importance of volunteerism in the community. The leadership staff was a good mixture of experience, new ideas, and enthusiasm. They worked well as a cohesive unit to meet the needs of the students and the expectations of the curriculum. We posted pictures daily to the [Facebook Page](#).

A video was provided for parents to view and is posted on the Facebook page of the week's activities.

As costs continue to rise, the challenge will be to continue to provide a quality experience on a tight budget. This year's cost per student was \$225.00 to attend since we returned to the overnight format/ Each school determined how much of that per student cost that they were able to absorb this year. Students individually paid anywhere from \$50.00-\$225.00 to attend depending upon school leadership budgets. This amount cannot continue to rise as it will start to deter quality students from coming based on the ability to pay. Several school groups provided scholarships for deserving students so that they could attend the academy.

I sincerely thank Iowa School for the Deaf for their hospitality and the seven participating school districts that so generously contributed financially to make this academy possible. Each make a valuable contribution to Southwest Iowa by investing in its youth. It is sad that this is the last year for this very important youth development opportunity in West Pottawattamie County.

Addendum:

Student Survey Responses Data

Donations and Services

Student Accomplishments

Student goals

Financial Report

Publicity

# **Addendum**

## Pre-Camp and Post Camp surveys.

Here are the responses to the pre-camp and post camp surveys. Also included are links to the anecdotal camp comments from students. Summary is located after survey results.

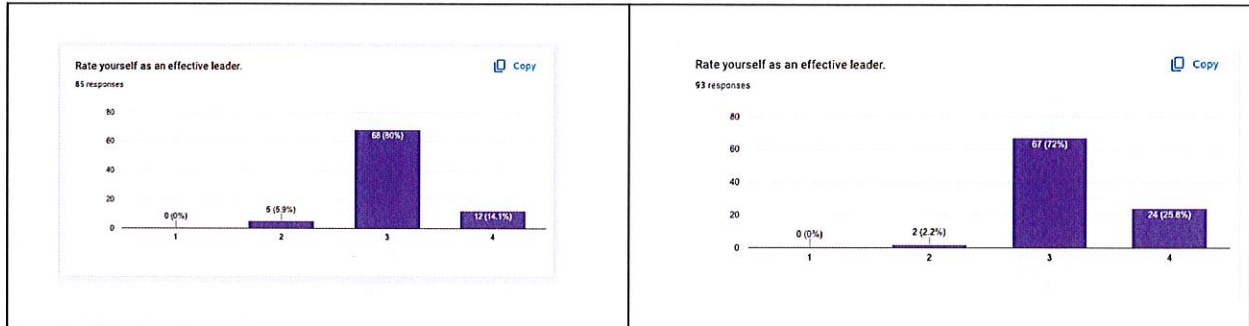
[2023-2024 Southwest Iowa Leadership Academy Longitudinal Survey 7th Grade \(Respon... Pre Camp 2023](#)

[2023-2024 Southwest Iowa Leadership Academy Longitudinal Survey Post Camp Anecdotal comments](#)

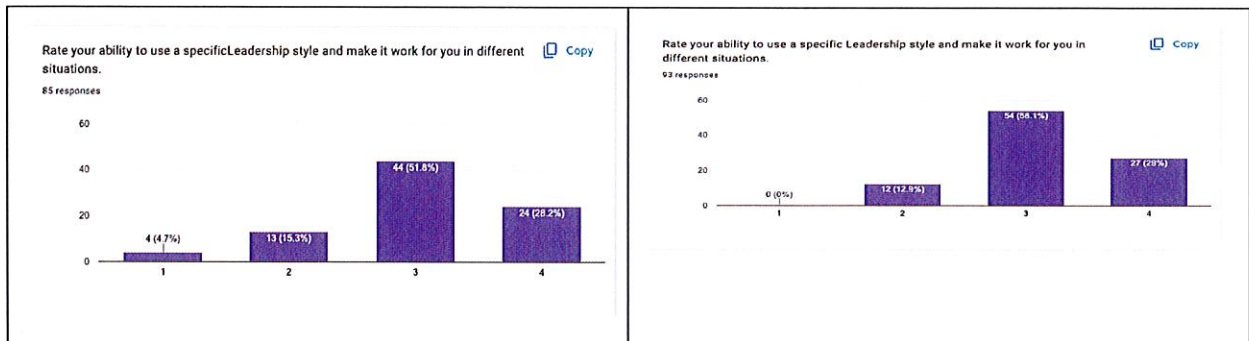
### Pre Camp results

### Post Camp Results

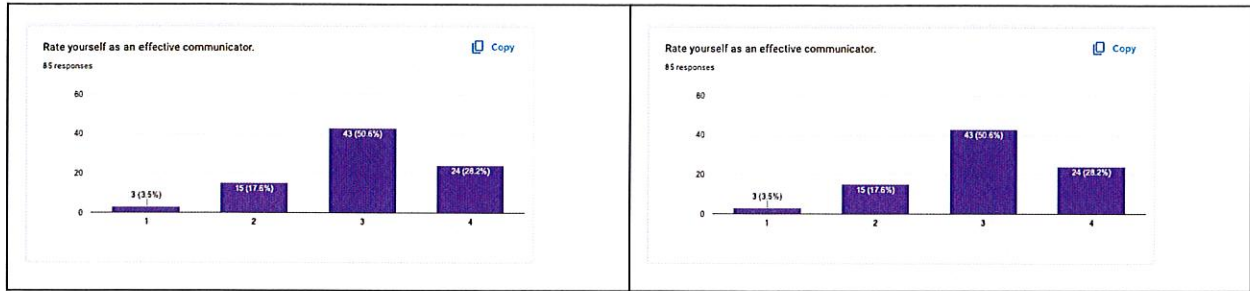
Rate yourself as an effective leader



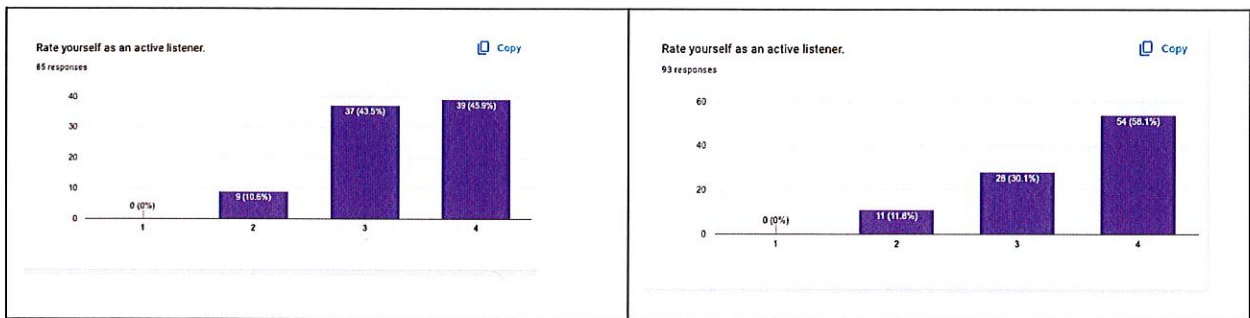
Rate your ability to use a specific Leadership style and make it work for you in different situations.



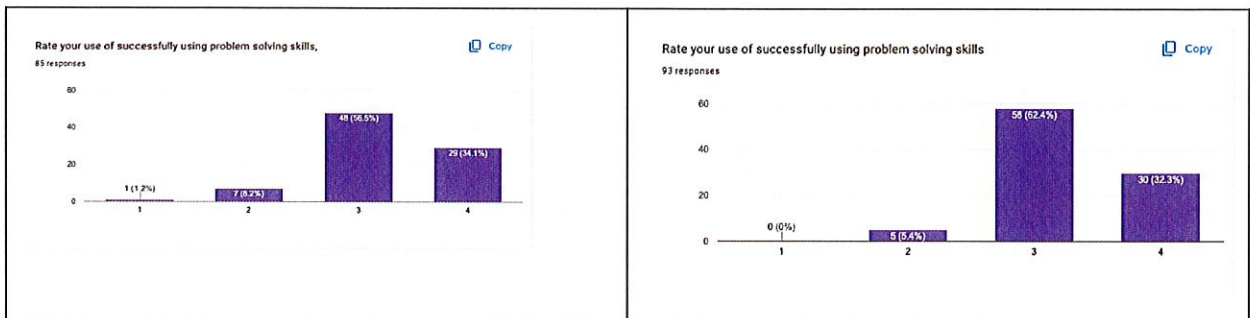
### Rate yourself as an effective communicator



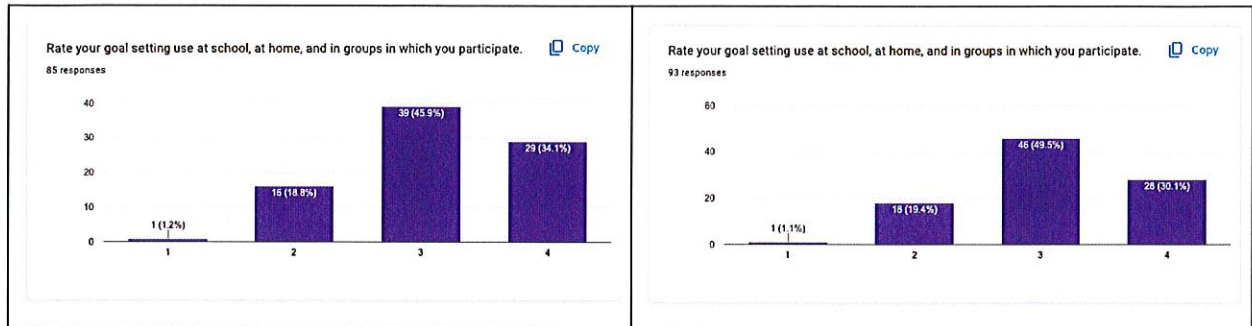
### Rate yourself as an active listener



### Rate your use of successfully using problem solving skills.



Rate your goal setting use at school, at home, and in groups in which you participate.



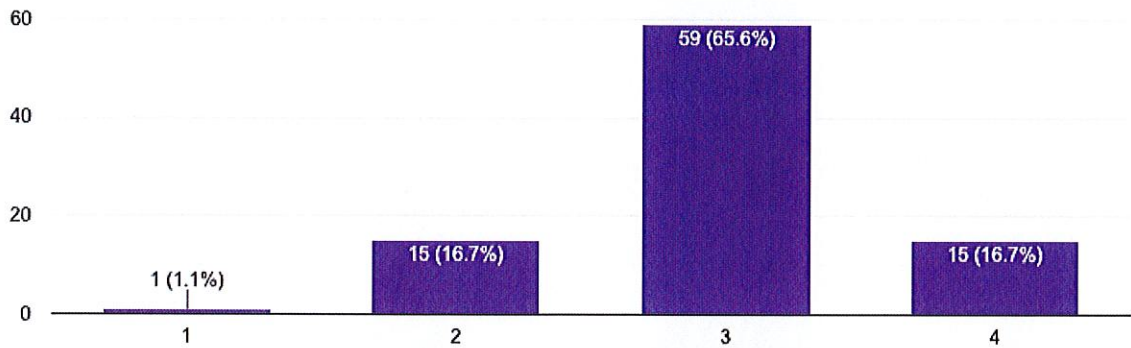
We find that many students rate themselves highly as an effective leader before camp and realize after a week of camp that they have more knowledge as to what it takes to be a good leader, communicator, problem solver, listener, and communicator. I lined the surveys up side by side to show the results of each question. Middle school students tend to rate themselves higher than their abilities or lower than their abilities as a normal reaction to survey questions. As we work more on being reflective learners, we hope that these surveys will show more linear growth instead of the up and down that we typically see.

## Student Survey Responses Camp Data

How challenging and engaging were the team building activities on Tuesday afternoon?

 Copy

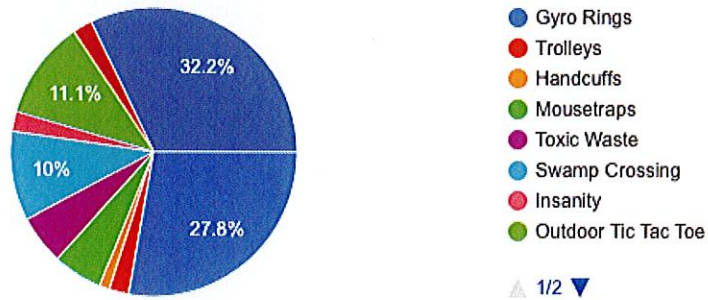
90 responses



Which Tuesday challenge activity did you like the best?

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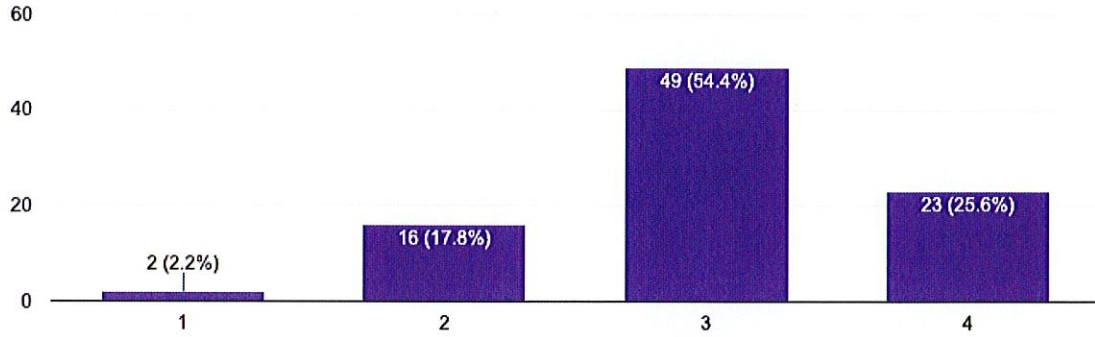
90 responses



Rate how your base group worked together as a team during these activities on Tuesday.

 Copy

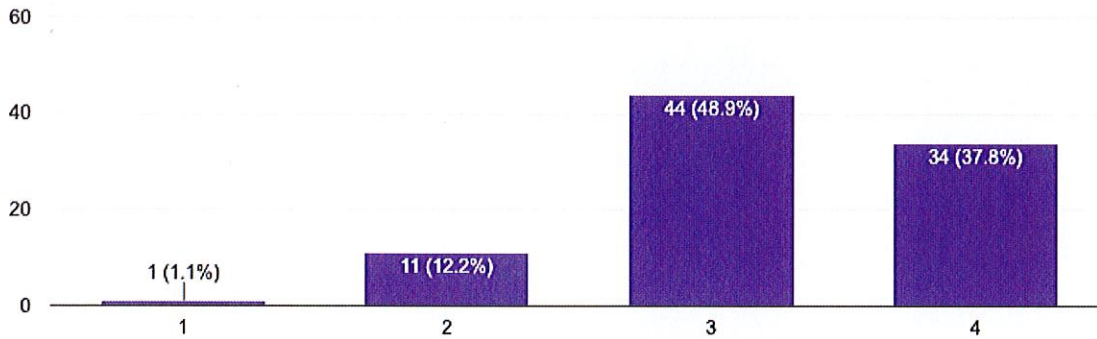
90 responses



Did Mrs. Schoening (Real Colors) provide leadership information that would be helpful to you?

 Copy

90 responses

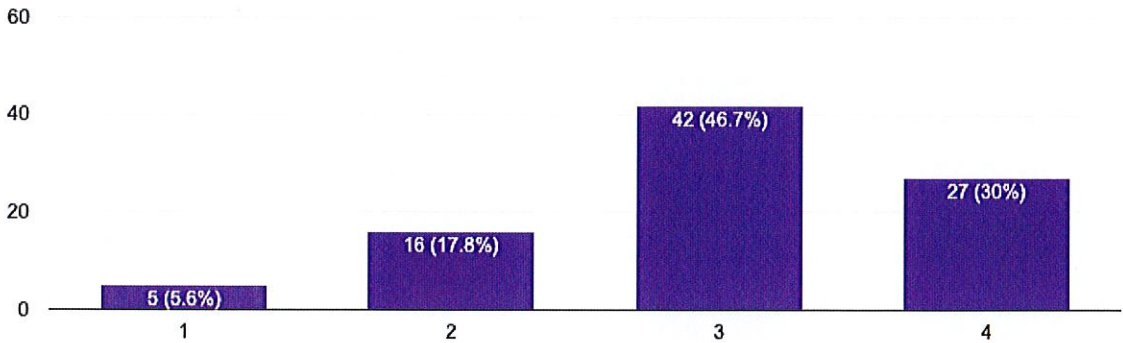




Did Mrs. Schoening present the information in a style that was engaging for you?

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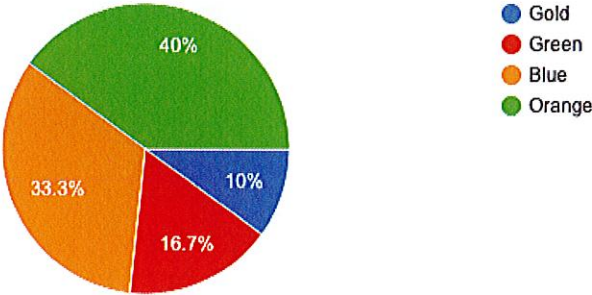
90 responses



Which color did you identify with in the Leadership Styles (Real Colors)?

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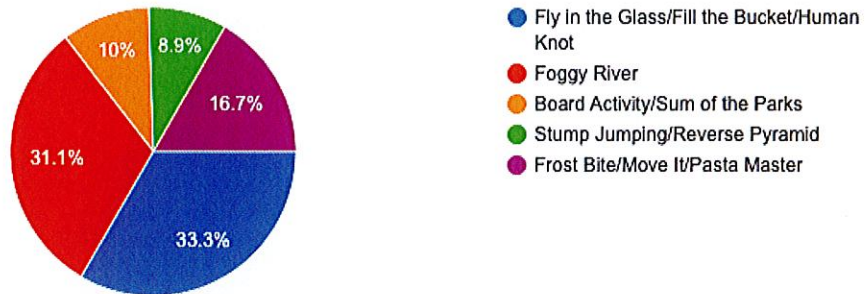
90 responses



### Which communication activity did you find the most challenging on Wednesday afternoon?

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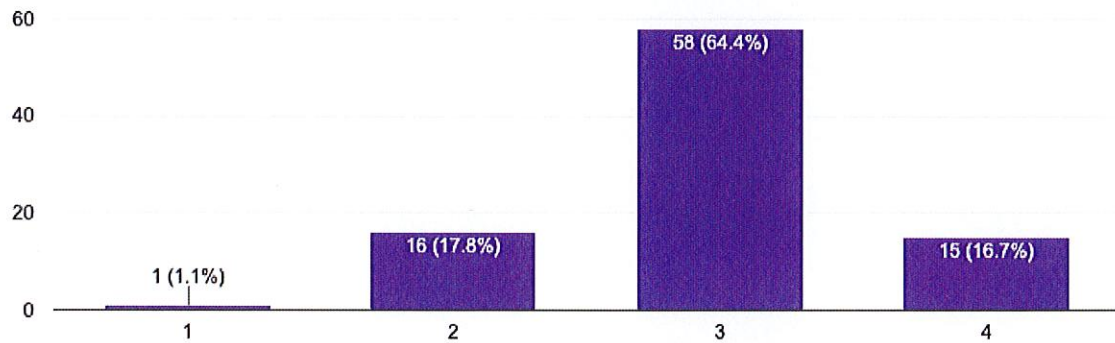
90 responses



### How well did your group work together and COMMUNICATE during these activities?

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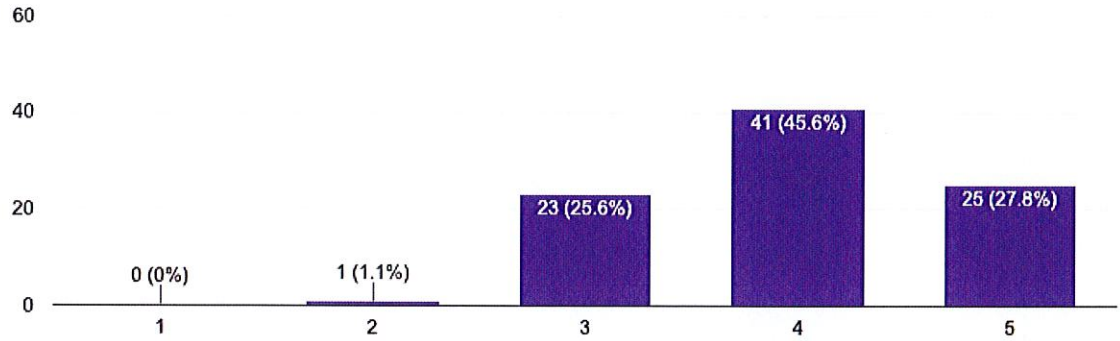
90 responses



Did your business/simulation speaker provide leadership information that will be useful to you?

 Copy

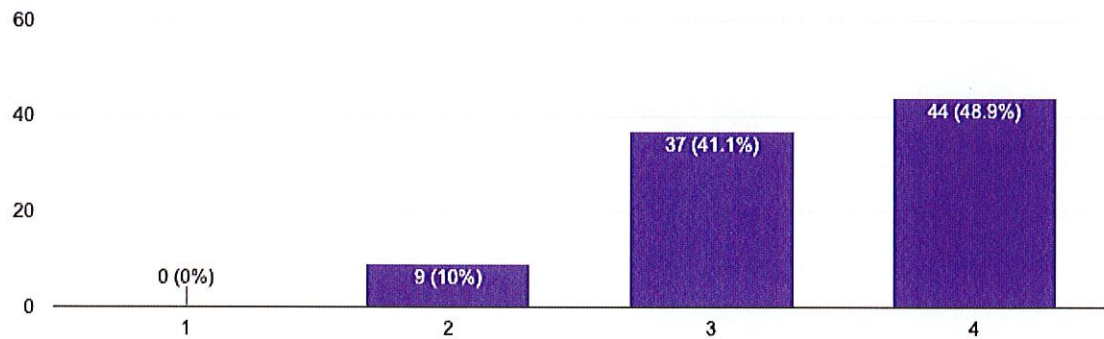
90 responses



Did the business/simulation speaker present in a style that was engaging for you?

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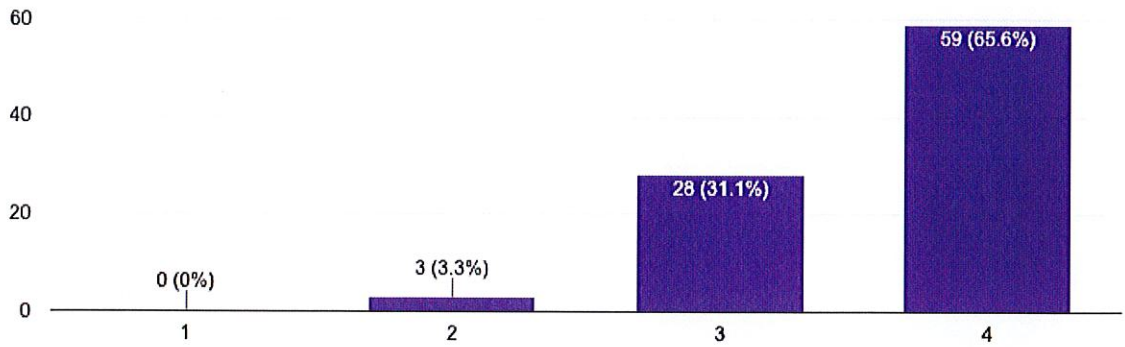
90 responses



Did Darby Thomas provide goal setting information that would be helpful to you?

 Copy

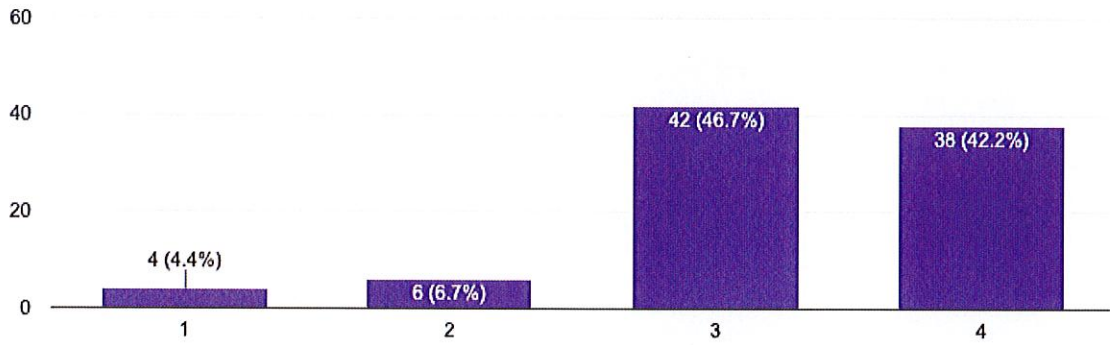
90 responses



Rate how your sense of belonging in your base group.

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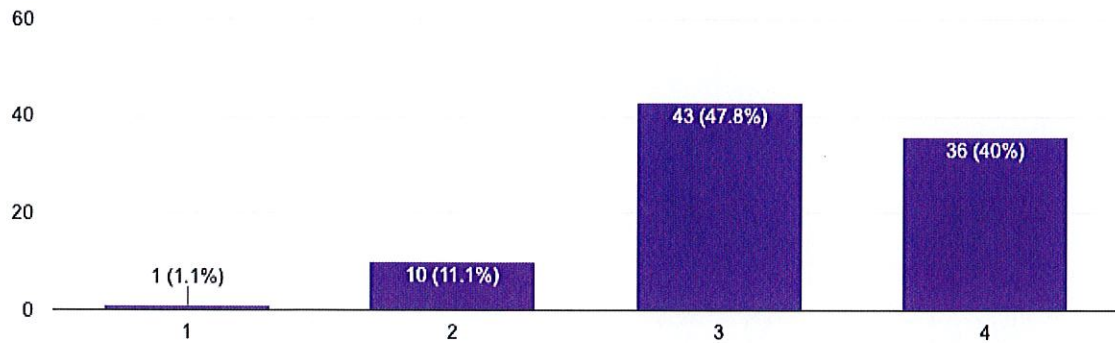
90 responses



### Was the length of the academy day appropriate?

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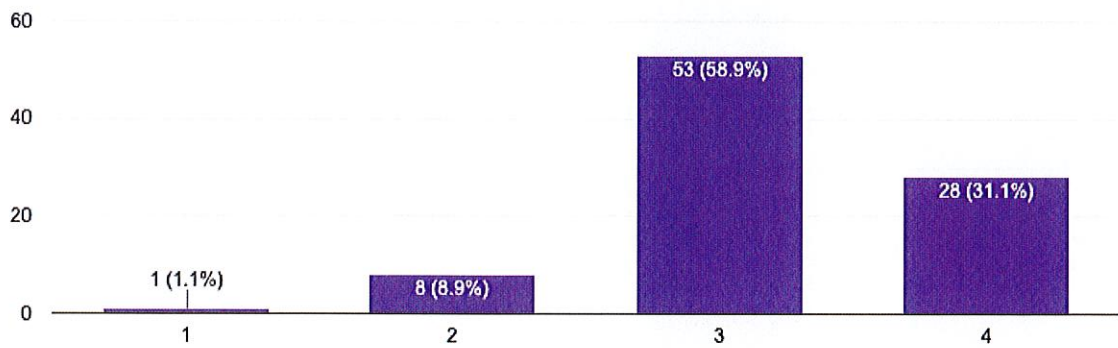
90 responses



### Were you provided adequate information prior to coming to the academy?

 Copy

90 responses



# Contributions

Iowa West Foundation

Pottawattamie County Board of Supervisors  
Iowa Western Community College

Walmart 6472  
Sam's Club Council Bluffs

TS Bank

Fraternal Order of Police

Roger and Diane Carlon  
Underwood Optimists  
Family Talk--Doll Distributing

Campbell Insurance Agency  
Fareway Stores Council Bluffs  
Friends of Lewis Central School Board

Masker Family  
Taylor Quik Pik  
Ken's PC Repair  
John Dresher Agency  
Smith Davis Insurance  
Craig and Tonya Korkow  
LCMS Leadership  
Council Bluffs Educational  
Foundation

Gradoville Family  
Kelly's Carpet  
Klemco--Spillway  
Rolling Hills Planetarium  
Castle and Associates  
Underwood Truck Stop  
Applebee's  
HyVee Madison Avenue

Kern Family  
Keystone Carpentry  
Sally and Jon Narmi  
Telpner Peterson Law  
Lyndsay Schaben, Realtor  
Tibbz Towing  
Council Bluffs Vet Clinic  
Council Bluffs Chamber of  
Commerce

## **Student Accomplishments**

### **Saint Albert**

- Assisted sixth grade students on first day of school
- Hand out schedules
- Assist with orientation
- Two volunteer activities in the year

### **Kirn**

- Recycled weekly
- Monthly Sixth Grade advisory activities
- Organized Food Drive
- sold Valentines for a "fun raiser" for school for Valentine's Day
- Wall Signs for students involved in activities
- Led the pledge
- Organized a clothing drive for October
- assisted with delivering mail and packages to teachers as needed
- Back to School Night
- helped with Sixth grade boot camp

### **Treynor**

- Helped with NHS Induction
- Worked with Student government on student activities

### **Lewis Central**

- Recycled paper weekly
- Ran Concession Stand
- Had 6 Volunteer Days in the community during the school day.
- Donated \$600 to needy students at Christmas (Counselors bought clothing for select students)
- Trivia Tuesday for Homerooms
- Attended Leadership Reunion at

### **Wilson**

- Monthly community service
- staff appreciation gifts
- door decoration--school spirit
- Worked at school garden

- Worked at Swarm (school concession stand)
- Student appreciation
- Boo Grams for students
- Social Awareness posters
- Daily announcements
- Represented Wilson at Homecoming and CB Pride Parade
- Tour New Students
- Back to School Night help
- Recycling
- Worked at booths at the End of the Year School Carnival
- Helped at Fifth Grade Music Night

**Underwood**

- assisted with homecoming activities



# School Goals for 2023-2024

## Saint Albert

Assist with orientation

Community Service per quarter:

Q1: Project Linus Blanket

Q2: Iowa Cookie Crumbs

Q3: Valentine's Day for nursing home

Q4: Teacher Appreciation

## Tri-Center

- Middle school Valentine's dance

- Halloween dance for elementary students (Halloween costume contest/Halloween stations)

- Tri-Center's Got Talent (talent show for 4th-8th grade, fall semester)

- Half-time games (host games during half-times - volleyball/football?)

- Advisory activities with 7th graders during second semester (leadership activities)

- Help clean school/outside area (meet after school for one hour every other week)

## Kirn

Continue recycling

Make better connections with our 6th graders

Increase concession sales

Promote inclusion

Make Kirn a better place

Provide more opportunities for community service

Lead by example

Bethany Heights once a month

## Treynor

Bake Sale for Charity TBD

Attend Reunion

Help with NHS Induction

Work with Student Government

## Lewis Central

Recycle paper weekly

Run Concession Stand

Have several Volunteer Days in the community during the school day.

Possibilities: Buddy Fun Day, Special Olympics Fun Day, 712 Initiative,

6th Grade Track Meet Help, Volunteer @ Kreft/Titan Hill

Donate \$ to needy students at Christmas (Counselors buy clothing for select students)

Attend Leadership Reunion

Friday Night Game Night @ school. Create surveys filled out by LCMS students.

Titan Awards

Create a Garden space.

Create an Outdoor Classroom

Host an Overnighter for Leadership Students from Camp

Hold a Haunted House during Halloween

### **Wilson**

--Create Committees to bring awareness and inclusiveness

Student Appreciation

Staff Appreciation

School Spirit and Culture

Public relations

School Beautification

--Homecoming Parade and Celebrate CB

--SWARM

--Community Service

### **Underwood**

--Be present at events to demonstrate our leadership skills and lead by example.

--Create a culture of inclusion by leading activities during homecoming week

-Have a bake sale to raise money to help with the cost of activities.

- Help with elementary activities to include them.

-Help with concessions

-Help with Food Drive

### **Tri Center**

--Help with homecoming

--work in conjunction with student council for projects

--be leaders in the classroom

## SWI Leadership Financial Report

Salaries		
Executive Director		2000
Camp Director		3000
Asst Director		2000
10 Base Group Leaders		20000
Camp Expenses		
Housing and Food		13,552
Real Colors Materials		1107.79
T-Shirts		1342.5
Bussing		778.54
Dance		224
Roller Skating		450
First Aid Training		75
Speakers Fee		100
Postage for Camp		101
Reunion (Crafts Food and Hall rental)		2139.45
		46870.28
Fundraising Expenses		
Raffle		558
Golf Tournament		854
Giving Tuesday		867.82
		49150.1

Income 2023	
Student Fees	22,500
Golf Tournament	8750
50/50 Raffle	3840
Grants and Donations	12750
	47,840

[Link to the Daily Nonpareil article about the reunion](#)

**Mark Hanwright and/or**  
**Wayne Petersen**

**Discussion and/or decision to extend submission of  
Final Plat for RMP 87 Subdivision .**

# **Matt Wyant/Director, Planning and Development**

**Discussion and/or decision to approve and sign Urban  
Renewal Joint Agreement related to RMP 87  
Subdivision.**

## URBAN RENEWAL JOINT AGREEMENT

WHEREAS, pursuant to Chapter 403 of the Code of Iowa, counties have certain urban renewal powers; and

WHEREAS, in accordance with paragraph 4 of Section 403.17 of the Code of Iowa, a county may exercise urban renewal powers with respect to property which is located inside or within two miles of the boundaries of a city only if the county and city have entered into a joint agreement with respect to such exercise of powers; and

WHEREAS, the Board of Supervisors of Pottawattamie County (the “County”) has proposed to designate the real property (the “Property”) described on Exhibit A hereto as the RMP87 Residential Subdivision Urban Renewal Area (the “Urban Renewal Area”) and to adopt an urban renewal plan (the “Plan”) for the Urban Renewal Area to govern projects and initiatives in the Urban Renewal Area; and

WHEREAS, the initial project (the “Project”) to be undertaken in the Urban Renewal Area shall consist of providing tax increment financing support to a private developer (the “Developer”) in connection with the construction of public infrastructure necessary to support the development of market rate housing in the Urban Renewal Area; and

WHEREAS, a portion the Property lies within two miles of the incorporated limits of the City of Council Bluffs, Iowa (the “City”); and

WHEREAS, the Board of Supervisors of the County has requested that the City enter into this joint agreement in order to enable the County to exercise its urban renewal powers with respect to the Property and to carry out the Project; and

WHEREAS, pursuant to Section 403.22 of the Code of Iowa, to the extent that the County provides tax increment financing support to the Project, then the County will be required (the “LMI Requirement”) to provide assistance related to housing for “low and moderate income families” as defined in Iowa Code Section 403.17(14); and

WHEREAS, in order to satisfy the LMI Requirement, the County intends to deposit a portion (the “LMI Set Aside Proceeds”) of the incremental property tax revenues generated from the Project in an amount as required by Iowa Code Section 403.22(1)(a) in to the County’s LMI Fund and to distribute such LMI Set Aside Proceeds to the City in order to assist the City in paying the costs of undertaking programs (the “City LMI Programs”) to aid low and moderate income families with their housing needs; and

NOW, THEREFORE, it is agreed by the County and the City as follows:

Section 1. The County may include the Property in the Urban Renewal Area and exercise its urban renewal powers pursuant to Chapter 403 of the Code of Iowa with respect to the Property in order to carry out the Project and future projects therein.

Section 2. The County agrees that the LMI Set Aside Proceeds shall be used solely and only to assist the City in paying the costs of its LMI Programs. The City agrees that the County shall not distribute such LMI Set Aside Proceeds until such time that the City demonstrates to the satisfaction of the County that the City intends to use such LMI Set Aside Proceeds solely and only for its LMI Programs. Further, the City and the County agree to work cooperatively to enter into agreements in the future to govern the use of the LMI Set Aside Proceeds that will be distributed to the City.

Section 3. This Agreement shall be deemed to meet the statutory requirements of paragraph 4 of Section 403.17 of the Code of Iowa and shall be effective following approval by the governing bodies and execution by the appropriate officials of the County and the City.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chairperson of its Board of Supervisors and attested by its County Auditor, and the City has caused this Agreement to be executed by its Mayor and attested by its City Clerk, as of the dates shown below.

POTTAWATTAMIE COUNTY, IOWA

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

Attest:

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

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

CITY OF COUNCIL BLUFFS, IOWA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

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



EXHIBIT A  
Legal Description  
RMP87 Residential Subdivision Urban Renewal Area

Parcel 22047, a parcel of land located in part of the Northwest Quarter of the Northeast Quarter and in part of the Northeast Quarter of the Northeast Quarter and in part of the Southeast Quarter of the Northeast Quarter and in part of the Southwest Quarter of the Northeast Quarter, all in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, more particularly described in Plat of Survey filed May 05, 2022 in Book 2022 at Page 06473;

AND

Parcel "F", a parcel of land located in part of the Northwest Quarter of the Northeast Quarter in Section 30, Township 75 North, Range 42 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, and in part of Lot 36, Cloverleaf Acres, Phase II, Pottawattamie County, Iowa, more particularly described in Plat of Survey filed November 12, 2015 in Book 2015 at Page 14876.

# **Matt Wyant/Director, Planning and Development**

**Discussion and/or decision to approve and sign  
Resolution No. 13-2024, amended Development  
Agreement with JJHP, LLC.**

AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement is entered into between Pottawattamie County, Iowa (the “County”) and JJHP, LLC (the “Developer”) as of the \_\_\_\_ day of \_\_\_\_\_, ~~2021~~2024 (the “Commencement Date”).

WHEREAS, the County has established the Heartland Ridge Subdivision Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain property in the Urban Renewal Area, the legal description of which is set out in Exhibit A hereto (the “Property”), and the Developer has undertaken the development of a residential subdivision (the “Housing Project”) on the Property, including the construction of certain public infrastructure improvements in connection therewith (the “Infrastructure Project”); and

WHEREAS, the Developer has requested that the County provide tax increment financing assistance for the Infrastructure Project; and

WHEREAS, the Iowa Urban Renewal law requires that any project related to housing which receives tax increment financing assistance must also generate funds to be used to provide assistance related to housing for low and moderate income families; and

WHEREAS, the County and the Developer entered into a Development Agreement (the “Original Agreement”) dated September 21, 2021, pursuant to which the County agreed to provide tax increment financing assistance to the Developer for the Infrastructure Project; and

WHEREAS, it is now necessary to amend the Original Agreement in order to (1) adjust the date by which the Developer must submit the Triggering Certification (as herein defined) to the County; (2) update the LMI Amount (as herein defined); and (3) make other related changes; and

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

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

**A. Developer’s Covenants:**

**1. Housing Project, Subdivision, and Infrastructure Project Construction.** The Developer agrees to submit a detailed site plan (the “Site Plan”) for the development of the Housing Project for review and approval by the Board of Supervisors of the County. Upon approval by the Board of Supervisors, the Site Plan shall be attached hereto as Exhibit B. The

Developer agrees to construct the Housing Project on the Property in accordance with the Site Plan. Prior to beginning construction of the Housing Project, the Developer will subdivide the Property in accordance with applicable ordinances and regulations.

**2. Infrastructure Project Construction and Costs.** The Developer agrees to cause the construction of the Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Infrastructure Project, the Developer will submit copies of all engineering documents related to the proposed Infrastructure Project to the County. The County may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The County shall retain all rights to inspect the Infrastructure Project for quality of work and full compliance with all applicable laws, ordinances and regulations. Nothing in this subsection shall be interpreted as limiting the County's rights to not accept the work if the Infrastructure Project is not completed to the satisfaction of the County.

Upon completion of the Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the County in connection with housing development projects; (ii) the County confirms to the Developer in writing that such completed improvements meet County requirements; and (iii) the County accepts such Infrastructure Project in accordance with State law, the Developer will provide the County with either a deed or permanent easement to the improvements and related right-of-way comprising the Infrastructure Project, which shall thereafter be maintained by the County.

**3. Infrastructure Project Costs Documentation.** Upon completion of the Infrastructure Project, the Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Infrastructure Costs") incurred in the completion thereof. Such Infrastructure Costs may include all infrastructure-related land acquisition costs; cost of designing and constructing the Infrastructure Project; landscaping and grading all land for the Infrastructure Project; interest expense and other costs of financing the Infrastructure Project; expenses related to the management of the construction of the Infrastructure Project in an amount not to exceed six percent (6%) of the Infrastructure Costs; and other reasonably related costs of carrying out the Infrastructure Project, including legal fees as provided for in this Agreement. The Infrastructure Costs shall not include such costs as are incurred in the completion of the Housing Project.

The Costs Documentation will be accompanied by invoices, and such other documentation as is reasonably requested by the County, confirming that the Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the installation of the Infrastructure Project and that such costs are of an amount reasonably to have been expected with respect to such installation. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

**4. Developer's Certifications – Phases; Base Valuation.** The Developer shall have the right to divide the taxable parcels comprising the Property into four (4) phases (the "Phases" and, individually, each a "Phase") for purposes of calculating and administering the Payments (as hereinafter defined). The Developer agrees to certify (each a "Triggering

Certification”) to the County its intent to begin the process of dividing Incremental Property Tax Revenues (as hereinafter defined) from each Phase. Each Triggering Certification shall be made by no later than October 15 of the year immediately preceding the fiscal year in which the Developer intends for the Payments (as hereinafter defined) to begin for each Phase. The Developer hereby acknowledges that the submission of the initial Worksheet (as defined in Section A.5 of this Agreement) for any particular Phase will satisfy the requirements of this Section A.4. The Developer agrees that the initial Triggering Certification shall be made no later than October 15, ~~2025~~2027.

The Developer agrees that the taxable base valuation (the “Base Valuation”) of the Property for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined) under Section 403.19 of the Code of Iowa and this Agreement shall be the taxable valuation of the Property shown on the property tax rolls of Pottawattamie County tax rolls as of January 1 of the year prior to the year in which the Triggering Certification for the first Phase is filed with the County. The Base Valuation shall be apportioned between Phases on a pro rata basis, and the apportioned Base Valuation for each such Phase shall be recorded in Section 3 of the Worksheet (as hereinafter defined) for each Phase.

**5. Property Tax Payment Certification.** The Developer agrees to certify to the County by no later than October 15 of each year during the Term (as hereinafter defined) commencing October 15 of the year in which the Triggering Certification is made for the first Phase, an amount (each, the “Developer’s Estimate”) equal to the estimated Incremental Property Tax Revenues, as hereinafter defined, anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of each of the then-certified Phases of the Property. However, the Developer shall only have the right to include incremental valuation from a particular Phase in the Developer’s Estimate for a period not in excess of eleven (11) years.

In submitting each such Developer’s Estimate for each Phase, the Developer will complete and submit the worksheet (the “Worksheet”) attached hereto as Exhibit E. Each Developer’s Estimate shall be divided into two figures: (1) ~~45.03~~46.14% shall be designated as the “LMI Amount” (see Section B.5 below); and (2) ~~54.97~~53.86% shall be designated as the “Projected Payment Amount.” A separate Worksheet must be submitted for each Phase. The County reserves the right to review and request revisions to each such Developer’s Estimate to ensure the accuracy of the figures submitted.

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

Upon request, the County staff shall provide reasonable assistance to the Developer in completing the worksheet(s) required under this Section A.5.

**6. Events of Default.**

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Developer to complete construction of the Housing Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Developer to complete construction of the Infrastructure Project pursuant to the terms and conditions of this Agreement.
- III. Failure by the Developer to comply with Sections A.4 and A.5 of this Agreement.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Withhold the Payments under Section B.2 of this Agreement, such right being additional to the right of annual appropriation as set forth in Section B.3 below.

**7. Legal and Administrative Costs.** The Developer hereby acknowledges that the County will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the County in connection with the drafting, negotiation and authorization of [the Original Agreement and](#) this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the County shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$~~\_\_\_\_\_~~15,000 or (2) the Actual Admin Costs from the initial Payments (as hereinafter set forth) in order to recover some or all of the Actual Admin Costs.

**B. County’s Covenants:**

**1. Review of Costs Documentation.** The County staff will review the Cost Documentation upon receipt from the Developer. If the County determines the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Infrastructure Project, the County shall record a summary of the date, amount and nature of the costs (the “Accepted Infrastructure Costs”) on the Summary of Accepted Infrastructure Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Infrastructure Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.2 of this Agreement.

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

**2. Payments.** In recognition of the Developer’s obligations set out above, the County agrees to make semiannual economic development tax increment payments (the “Payments” and, individually, each a “Payment”) to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the “Maximum Payment Total”) shall not exceed the lesser of (i) the Accepted Infrastructure Costs, or (ii) \$4,000,000. The Payments shall be funded from the incremental valuation of any given Phase for a period not in excess of eleven (11) years after the certification of such Phase. All Payments under this Agreement shall be subject to annual appropriation by the Board of Supervisors, as provided hereunder.

The Payments shall not constitute general obligations of the County, but shall be made solely and only from Incremental Property Tax Revenues received by the County from the Pottawattamie County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the County will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the County, the Payments shall be made as hereinafter set forth.

Each Payment shall be in an amount which represents the Incremental Property Tax Revenues received by the County with respect to the incremental valuation of the Property resulting from the Housing Project during the six (6) months immediately preceding such payment date reduced by the LMI Amount as set forth in Section A.5 above and Section B.5 below.

The Payments with respect to each Phase will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.3 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made for such Phase, and continuing for a period of a total of eleven (11) fiscal years for each Phase, provided, however, that no Payments will be made after the sooner of (i) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; or (ii) June 1, ~~2046~~2048.

For example, assuming the Triggering Certification for the first Phase is made October 15, ~~2025~~2027, and all appropriation determinations are approved affirmatively by the Board of Supervisors under Section B.3 below, then Payments for that first Phase will be made on each December 1 and June 1, beginning December 1, ~~2026~~2028 and continuing through the sooner of June 1, ~~2037~~2039 or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

**3. Annual Appropriation.** The Payments shall be subject to annual appropriation by the Board of Supervisors. Prior to December 1 of each year during the Term (as

hereinafter defined), beginning in the fiscal year in which the Triggering Certification is filed for the first Phase, the Board of Supervisors of the County shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer’s Estimate.

In any given fiscal year, if the Board of Supervisors determines to not obligate the then-considered Appropriated Amount, then the County will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the County to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the Board of Supervisors to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer’s Estimate as called for in Section A.5 above, provided however that no Payment shall be made under this Agreement after June 1, ~~2046~~2048.

**4. Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, ~~2026~~2028 and on June 1, ~~2027~~2029, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, ~~2025~~2027), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the County from the Pottawattamie County Treasurer attributable to the taxable valuation of the Property minus the then-effective LMI Amount.

**5. Low and Moderate Income Set Aside.** On each Payment date, the County shall retain from then-accumulated Incremental Property Tax Revenues received with respect to the Property an amount (the “LMI Amount”) equal to such accumulated Incremental Property Tax Revenues multiplied by the minimum percentage required by Section 403.22 of the Code of Iowa. As of the date of this Agreement, the applicable minimum percentage is ~~45.03~~46.14%. At such time that the County has retained Incremental Property Tax Revenues equal to 46.14% of the Maximum Payment Total, the County shall no longer be required to retain the LMI Amount from the Incremental Property Tax Revenues before making the Payments to the Developer.

The funds retained shall be used by the County in the provision of assistance to low and moderate income families, pursuant to Section 403.22 of the Code of Iowa. The Developer may apply to the County for all or a portion of the funds set aside for assistance to low and moderate income families, provided the Developer can document to the satisfaction of the County that housing units which are located on the Property are occupied or reserved to be occupied by families which meet the required income limits of state law. The County reserves the right to allocate funds retained under this Section B.5 in any lawful manner of its choosing.

**6. Certification of Payment Obligation.** In any given fiscal year, if the Board of Supervisors determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the County Auditor will certify by December 1 of each such year to the Pottawattamie County Auditor (for purposes of Section 403.19 of the Code of Iowa) an amount equal to the most recently obligated Appropriated Amount for the funding of the Payments, plus the corresponding LMI Amount due in the next succeeding fiscal year.



**C. Administrative Provisions:**

1. **Assignment.** Neither party shall have the right to cause the Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the County hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken in connection with the Housing Project and/or the Infrastructure Project, without further action on the part of the County. This Agreement is personal to the Developer and shall not run with the Property.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the last Payment is made by the County to the Developer under Section B.2 above.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The County and the Developer have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

POTTAWATTAMIE COUNTY, IOWA

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

Attest:

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

JJHP, LLC

By: \_\_\_\_\_  
[Name, Title]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF HOUSING PROPERTY**

PARCEL "A" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST, 1372.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL (G66), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 09 DEGREES 29 MINUTES 29 SECONDS WEST, 3324.30 FEET;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE AND EASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 28 SECONDS, 363.07 FEET;

THENCE SOUTH 16 DEGREES 38 MINUTES 25 SECONDS WEST, 1201.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 883.09 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 77 DEGREES 31 MINUTES 18 SECONDS, 1194.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER WABASH RAILROAD COMPANY (WABASH TRACE TRAIL, BOOK 91, PAGE 21365, POTTAWATTAMIE COUNTY RECORDER'S OFFICE);

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 85 DEGREES 50 MINUTES 17 SECONDS WEST, 1156.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1385.15 FEET;
2. WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 03 SECONDS, 749.45 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON SAID EAST LINE, NORTH 02 DEGREES 15 MINUTES 16 SECONDS EAST, 223.04 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), NORTH 88 DEGREES 44 MINUTES 53 SECONDS WEST, 260.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER WABASH RAILROAD COMPANY, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 49 DEGREES 16 MINUTES 09 SECONDS, 1385.15 FEET;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 39 MINUTES 19 SECONDS, 1248.78 FEET;
2. NORTH 10 DEGREES 55 MINUTES 28 SECONDS EAST, 181.35 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4);

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 08 MINUTES 38 SECONDS EAST, 1901.57 FEET TO THE POINT OF BEGINNING

SAID PARCEL "A" CONTAINS AN AREA OF 5,735,794 SQUARE FEET (131.676 ACRES), MORE OR LESS.

**EXHIBIT B**  
**SITE PLAN FOR HOUSING PROJECT**

**EXHIBIT C**  
**TIMELINE AND SPECIFICATIONS OF INFRASTRUCTURE PROJECT**

**EXHIBIT D**  
**FORM OF COVER PAGE FOR INFRASTRUCTURE PROJECT COSTS**  
**DOCUMENTATION**

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

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

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

Index of Invoices/Statements Attached to substantive request:

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

JJHP, LLC

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

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

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

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

County Auditor

**EXHIBIT E**  
**DEVELOPER'S ESTIMATE WORKSHEET**  
**COMPLETE ONE FOR EACH OPERATIVE PHASE**  
**PHASE \_\_\_\_**

- **Is this the first worksheet for a new phase:**      Yes / No
- **Contains the following described taxable parcels:**

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(1) Date of Preparation: October \_\_\_\_, 20\_\_.

(2) Assessed Taxable Valuation of Property in Phase as of January 1, 20\_\_:

\$\_\_\_\_\_.

(3) Base Taxable Valuation of Property in Phase:

\$\_\_\_\_\_.

(4) Incremental Taxable Valuation of Property in Phase (2 minus 3):

\$\_\_\_\_\_ (the "TIF Value").

(5) Current County fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

\$\_\_\_\_\_ per thousand of value.

(6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

\$\_\_\_\_\_ x \$\_\_\_\_\_/1000=\$\_\_\_\_\_ (the "Developer's Estimate")

(7) Developer's Estimate = \$\_\_\_\_\_

| x **.54975386** = \$\_\_\_\_\_ (Project Payments Amount)


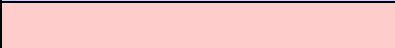
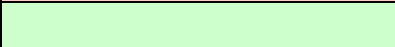
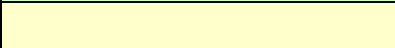

| x **.45034614** = \$\_\_\_\_\_ (Estimated LMI Amount)

**EXHIBIT F**  
**SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS**

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

Document comparison by Workshare Compare on Thursday, January 11, 2024  
9:38:12 AM

Input:	
Document 1 ID	netdocuments://4817-6604-3111/3
Description	Development Agreement (JJHP) (Pottawattamie Co. #1 2021)
Document 2 ID	netdocuments://4864-0046-7868/2
Description	Amended Development Agreement (JJHP) (Pottawattamie Co. #1 2024)
Rendering set	standard

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	26
Deletions	18
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	44



AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement is entered into between Pottawattamie County, Iowa (the “County”) and JJHP, LLC (the “Developer”) as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Commencement Date”).

WHEREAS, the County has established the Heartland Ridge Subdivision Urban Renewal Area (the “Urban Renewal Area”) and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain property in the Urban Renewal Area, the legal description of which is set out in Exhibit A hereto (the “Property”), and the Developer has undertaken the development of a residential subdivision (the “Housing Project”) on the Property, including the construction of certain public infrastructure improvements in connection therewith (the “Infrastructure Project”); and

WHEREAS, the Developer has requested that the County provide tax increment financing assistance for the Infrastructure Project; and

WHEREAS, the Iowa Urban Renewal law requires that any project related to housing which receives tax increment financing assistance must also generate funds to be used to provide assistance related to housing for low and moderate income families; and

WHEREAS, the County and the Developer entered into a Development Agreement (the “Original Agreement”) dated September 21, 2021, pursuant to which the County agreed to provide tax increment financing assistance to the Developer for the Infrastructure Project; and

WHEREAS, it is now necessary to amend the Original Agreement in order to (1) adjust the date by which the Developer must submit the Triggering Certification (as herein defined) to the County; (2) update the LMI Amount (as herein defined); and (3) make other related changes; and

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

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

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**2. Infrastructure Project Construction and Costs.** The Developer agrees to cause the construction of the Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Infrastructure Project, the Developer will submit copies of all engineering documents related to the proposed Infrastructure Project to the County. The County may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The County shall retain all rights to inspect the Infrastructure Project for quality of work and full compliance with all applicable laws, ordinances and regulations. Nothing in this subsection shall be interpreted as limiting the County's rights to not accept the work if the Infrastructure Project is not completed to the satisfaction of the County.

Upon completion of the Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the County in connection with housing development projects; (ii) the County confirms to the Developer in writing that such completed improvements meet County requirements; and (iii) the County accepts such Infrastructure Project in accordance with State law, the Developer will provide the County with either a deed or permanent easement to the improvements and related right-of-way comprising the Infrastructure Project, which shall thereafter be maintained by the County.

**3. Infrastructure Project Costs Documentation.** Upon completion of the Infrastructure Project, the Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Infrastructure Costs") incurred in the completion thereof. Such Infrastructure Costs may include all infrastructure-related land acquisition costs; cost of designing and constructing the Infrastructure Project; landscaping and grading all land for the Infrastructure Project; interest expense and other costs of financing the Infrastructure Project; expenses related to the management of the construction of the Infrastructure Project in an amount not to exceed six percent (6%) of the Infrastructure Costs; and other reasonably related costs of carrying out the Infrastructure Project, including legal fees as provided for in this Agreement. The Infrastructure Costs shall not include such costs as are incurred in the completion of the Housing Project.

The Costs Documentation will be accompanied by invoices, and such other documentation as is reasonably requested by the County, confirming that the Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the installation of the Infrastructure Project and that such costs are of an amount reasonably to have been expected with respect to such installation. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

**4. Developer's Certifications – Phases; Base Valuation.** The Developer shall have the right to divide the taxable parcels comprising the Property into four (4) phases (the "Phases" and, individually, each a "Phase") for purposes of calculating and administering the Payments (as hereinafter defined). The Developer agrees to certify (each a "Triggering

Certification”) to the County its intent to begin the process of dividing Incremental Property Tax Revenues (as hereinafter defined) from each Phase. Each Triggering Certification shall be made by no later than October 15 of the year immediately preceding the fiscal year in which the Developer intends for the Payments (as hereinafter defined) to begin for each Phase. The Developer hereby acknowledges that the submission of the initial Worksheet (as defined in Section A.5 of this Agreement) for any particular Phase will satisfy the requirements of this Section A.4. The Developer agrees that the initial Triggering Certification shall be made no later than October 15, 2027.

The Developer agrees that the taxable base valuation (the “Base Valuation”) of the Property for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined) under Section 403.19 of the Code of Iowa and this Agreement shall be the taxable valuation of the Property shown on the property tax rolls of Pottawattamie County tax rolls as of January 1 of the year prior to the year in which the Triggering Certification for the first Phase is filed with the County. The Base Valuation shall be apportioned between Phases on a pro rata basis, and the apportioned Base Valuation for each such Phase shall be recorded in Section 3 of the Worksheet (as hereinafter defined) for each Phase.

**5. Property Tax Payment Certification.** The Developer agrees to certify to the County by no later than October 15 of each year during the Term (as hereinafter defined) commencing October 15 of the year in which the Triggering Certification is made for the first Phase, an amount (each, the “Developer’s Estimate”) equal to the estimated Incremental Property Tax Revenues, as hereinafter defined, anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of each of the then-certified Phases of the Property. However, the Developer shall only have the right to include incremental valuation from a particular Phase in the Developer’s Estimate for a period not in excess of eleven (11) years.

In submitting each such Developer’s Estimate for each Phase, the Developer will complete and submit the worksheet (the “Worksheet”) attached hereto as Exhibit E. Each Developer’s Estimate shall be divided into two figures: (1) 46.14% shall be designated as the “LMI Amount” (see Section B.5 below); and (2) 53.86% shall be designated as the “Projected Payment Amount.” A separate Worksheet must be submitted for each Phase. The County reserves the right to review and request revisions to each such Developer’s Estimate to ensure the accuracy of the figures submitted.

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

Upon request, the County staff shall provide reasonable assistance to the Developer in completing the worksheet(s) required under this Section A.5.

**6. Events of Default.**

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Developer to complete construction of the Housing Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Developer to complete construction of the Infrastructure Project pursuant to the terms and conditions of this Agreement.
- III. Failure by the Developer to comply with Sections A.4 and A.5 of this Agreement.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the County shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, County shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Withhold the Payments under Section B.2 of this Agreement, such right being additional to the right of annual appropriation as set forth in Section B.3 below.

**7. Legal and Administrative Costs.** The Developer hereby acknowledges that the County will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the County in connection with the drafting, negotiation and authorization of the Original Agreement and this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the County shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$15,000 or (2) the Actual Admin Costs from the initial Payments (as hereinafter set forth) in order to recover some or all of the Actual Admin Costs.

**B. County’s Covenants:**

**1. Review of Costs Documentation.** The County staff will review the Cost Documentation upon receipt from the Developer. If the County determines the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Infrastructure Project, the County shall record a summary of the date, amount and nature of the costs (the “Accepted Infrastructure Costs”) on the Summary of Accepted Infrastructure Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Infrastructure

Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.2 of this Agreement.

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

**2. Payments.** In recognition of the Developer's obligations set out above, the County agrees to make semiannual economic development tax increment payments (the "Payments" and, individually, each a "Payment") to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed the lesser of (i) the Accepted Infrastructure Costs, or (ii) \$4,000,000. The Payments shall be funded from the incremental valuation of any given Phase for a period not in excess of eleven (11) years after the certification of such Phase. All Payments under this Agreement shall be subject to annual appropriation by the Board of Supervisors, as provided hereunder.

The Payments shall not constitute general obligations of the County, but shall be made solely and only from Incremental Property Tax Revenues received by the County from the Pottawattamie County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the County will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the County, the Payments shall be made as hereinafter set forth.

Each Payment shall be in an amount which represents the Incremental Property Tax Revenues received by the County with respect to the incremental valuation of the Property resulting from the Housing Project during the six (6) months immediately preceding such payment date reduced by the LMI Amount as set forth in Section A.5 above and Section B.5 below.

The Payments with respect to each Phase will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.3 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made for such Phase, and continuing for a period of a total of eleven (11) fiscal years for each Phase, provided, however, that no Payments will be made after the sooner of (i) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; or (ii) June 1, 2048.

For example, assuming the Triggering Certification for the first Phase is made October 15, 2027, and all appropriation determinations are approved affirmatively by the Board of Supervisors under Section B.3 below, then Payments for that first Phase will be made on each December 1 and June 1, beginning December 1, 2028 and continuing through the sooner of June 1, 2039 or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

**3. Annual Appropriation.** The Payments shall be subject to annual appropriation by the Board of Supervisors. Prior to December 1 of each year during the Term (as hereinafter defined), beginning in the fiscal year in which the Triggering Certification is filed for the first Phase, the Board of Supervisors of the County shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer’s Estimate.

In any given fiscal year, if the Board of Supervisors determines to not obligate the then-considered Appropriated Amount, then the County will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the County to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the Board of Supervisors to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer’s Estimate as called for in Section A.5 above, provided however that no Payment shall be made under this Agreement after June 1, 2048.

**4. Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2028 and on June 1, 2029, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2027), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the County from the Pottawattamie County Treasurer attributable to the taxable valuation of the Property minus the then-effective LMI Amount.

**5. Low and Moderate Income Set Aside.** On each Payment date, the County shall retain from then-accumulated Incremental Property Tax Revenues received with respect to the Property an amount (the “LMI Amount”) equal to such accumulated Incremental Property Tax Revenues multiplied by the minimum percentage required by Section 403.22 of the Code of Iowa. As of the date of this Agreement, the applicable minimum percentage is 46.14%. At such time that the County has retained Incremental Property Tax Revenues equal to 46.14% of the Maximum Payment Total, the County shall no longer be required to retain the LMI Amount from the Incremental Property Tax Revenues before making the Payments to the Developer.

The funds retained shall be used by the County in the provision of assistance to low and moderate income families, pursuant to Section 403.22 of the Code of Iowa. The Developer may apply to the County for all or a portion of the funds set aside for assistance to low and moderate income families, provided the Developer can document to the satisfaction of the County that housing units which are located on the Property are occupied or reserved to be occupied by families which meet the required income limits of state law. The County reserves the right to allocate funds retained under this Section B.5 in any lawful manner of its choosing.

**6. Certification of Payment Obligation.** In any given fiscal year, if the Board of Supervisors determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the County Auditor will certify by December 1 of each such year to the Pottawattamie County Auditor (for purposes of Section 403.19 of the Code of Iowa) an amount

equal to the most recently obligated Appropriated Amount for the funding of the Payments, plus the corresponding LMI Amount due in the next succeeding fiscal year.

**C. Administrative Provisions:**

1. **Assignment.** Neither party shall have the right to cause the Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the County hereby gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken in connection with the Housing Project and/or the Infrastructure Project, without further action on the part of the County. This Agreement is personal to the Developer and shall not run with the Property.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the last Payment is made by the County to the Developer under Section B.2 above.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The County and the Developer have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

POTTAWATTAMIE COUNTY, IOWA

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

Attest:

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

JJHP, LLC

By: \_\_\_\_\_  
[Name, Title]

**EXHIBIT A**  
**LEGAL DESCRIPTION OF HOUSING PROPERTY**

PARCEL "A" BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 24;

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST, 1372.59 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL (G66), SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 09 DEGREES 29 MINUTES 29 SECONDS WEST, 3324.30 FEET;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE AND EASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 15 MINUTES 28 SECONDS, 363.07 FEET;

THENCE SOUTH 16 DEGREES 38 MINUTES 25 SECONDS WEST, 1201.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 883.09 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 77 DEGREES 31 MINUTES 18 SECONDS, 1194.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER WABASH RAILROAD COMPANY (WABASH TRACE TRAIL, BOOK 91, PAGE 21365, POTTAWATTAMIE COUNTY RECORDER'S OFFICE);

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 85 DEGREES 50 MINUTES 17 SECONDS WEST, 1156.90 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 1385.15 FEET;
2. WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 03 SECONDS, 749.45 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON SAID EAST LINE, NORTH 02 DEGREES 15 MINUTES 16 SECONDS EAST, 223.04 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4);

THENCE ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), NORTH 88 DEGREES 44 MINUTES 53 SECONDS WEST, 260.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FORMER WABASH RAILROAD COMPANY, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 49 DEGREES 16 MINUTES 09 SECONDS, 1385.15 FEET;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 39 MINUTES 19 SECONDS, 1248.78 FEET;
2. NORTH 10 DEGREES 55 MINUTES 28 SECONDS EAST, 181.35 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4);

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 08 MINUTES 38 SECONDS EAST, 1901.57 FEET TO THE POINT OF BEGINNING

SAID PARCEL "A" CONTAINS AN AREA OF 5,735,794 SQUARE FEET (131.676 ACRES), MORE OR LESS.



**EXHIBIT B**  
**SITE PLAN FOR HOUSING PROJECT**

**EXHIBIT C**  
**TIMELINE AND SPECIFICATIONS OF INFRASTRUCTURE PROJECT**

**EXHIBIT D**  
**FORM OF COVER PAGE FOR INFRASTRUCTURE PROJECT COSTS  
DOCUMENTATION**

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

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

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

Index of Invoices/Statements Attached to substantive request:

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

JJHP, LLC

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

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

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

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

County Auditor

**EXHIBIT E**  
**DEVELOPER'S ESTIMATE WORKSHEET**  
**COMPLETE ONE FOR EACH OPERATIVE PHASE**  
**PHASE \_\_\_\_**

- **Is this the first worksheet for a new phase:      Yes / No**
- **Contains the following described taxable parcels:**

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(1) Date of Preparation: October \_\_\_\_, 20\_\_.

(2) Assessed Taxable Valuation of Property in Phase as of January 1, 20\_\_:

\$\_\_\_\_\_.

(3) Base Taxable Valuation of Property in Phase:

\$\_\_\_\_\_.

(4) Incremental Taxable Valuation of Property in Phase (2 minus 3):

\$\_\_\_\_\_ (the "TIF Value").

(5) Current County fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

\$\_\_\_\_\_ per thousand of value.

(6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

\$\_\_\_\_\_ x \$\_\_\_\_\_/1000=\$\_\_\_\_\_ (the "Developer's Estimate")

(7) Developer's Estimate = \$\_\_\_\_\_

x .5386 = \$\_\_\_\_\_ (Project Payments Amount)  
x .4614 = \$\_\_\_\_\_ (Estimated LMI Amount)

**EXHIBIT F**  
**SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS**

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

## RESOLUTION NO. 13-2024

### Resolution Approving Amended Development Agreement with JJHP, LLC

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

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

WHEREAS, the County has previously entered into a certain development agreement (the “Original Agreement”) with JJHP, LLC (the “Developer”) in connection with construction of public infrastructure (the “Project”) necessary to support the development of a residential subdivision in the Urban Renewal Area; and

WHEREAS, under the Original Agreement, the County has agreed to provide tax increment payments (the “Payments”) to the Developer in a total amount not exceeding \$4,000,000 from incremental property tax revenues derived from the Property; and

WHEREAS, the County and the Developer now propose to amend the Original Agreement in order to (1) adjust the date by which the Developer must submit the Triggering Certification (as defined in the Original Agreement) to the County; (2) update the LMI Amount (as defined in the Original Agreement); and (3) make other related changes; and

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

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

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

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

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

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

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

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

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

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

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved on January 23, 2024.

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____ Susan Miller, Chairperson	<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"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Jeff Jorgensen	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

# Committee Appointments

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



**Received/Filed**

# Public Comments

**Closed Session**

# Study Session

Ordinance No.2023-05 to amend Chapter 8 "Zoning Ordinance" by adding Wind Energy and Solar Energy Systems (Case #ZTA-2023-03).

# **BUDGET STUDY SESSIONS**

- 1) Medical Examiner**
- 2) HHS**
- 3) GA/MH/Substance**
- 4) Veterans Service**