

# Consent Agenda

**July 23, 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. July 16, 2024, Minutes as read.
- B. Thriving Families Alliance – Employment of Ashley Roberts as a Quality Supervisor.
- C. Public Health – Employment of Mathews Thampi as a Health Educator.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Brenda Mainwaring/President & CEO, Iowa West Foundation appeared before the Board to provide an update and discuss the 2024 grant award cycle 2 and presented the report to the Community.  
Discussion only. No Action Taken.

James Murray and David Hazlewood appeared before the Board to be sworn in as Commissioners of the Veteran Services Commission with a 3-year term expiring on June 30, 2027.  
Discussion only. No Action Taken.

Discussion on disaster recovery response update from Doug Reed/Director, Emergency Management.  
Discussion only. No Action Taken.

**3. OTHER BUSINESS**

Motion by Belt, second by Jorgensen, to approve pay range for Environmental Education Intern position to be \$13.00 to \$16.00 per hour.  
UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Jorgensen, to approve pay for Environmental Education Intern., Joseph Gohl.  
UNANIMOUS VOTE. Motion Carried.

Motion by Jorgensen, second by Shea, to approve job descriptions for System Administrator I and System Administrator II.  
UNANIMOUS VOTE. Motion Carried.

**4. COMMITTEE APPOINTMENTS**

Board discussed Committee meetings from the past week.

**5. RECEIVED/FILED**

- A. Salary Action(s):
  - 1) WIC – Employment of Melinda Alldredge as a WIC Nutrition Educator.
  - 2) Conservation – Payroll status change for Maelee Rodenburg.
  - 3) Public Health – Payroll status change for Alexis Gray.
- B. Report(s):
  - 1) Arbitrage Rebate Report.
- C. Out of State Travel Notification(s):
  - 1) Auditor – Out of State Travel Notification for Melvyn Houser.

**6. PUBLIC COMMENTS**

No Public Comments.

**7. C & R LEVEE DISTRICT**

Chairperson Miller recessed the Board of Supervisor meeting at 11:20 A.M. and opened the C&R Levee District meeting. The C&R Levee meeting district met and concluded their business at 11:25 A.M. Chairperson Miller reopened the Board meeting at 11:25 A.M.

**8. BUDGET STUDY SESSION**

Mitch Kay, Chief Financial Officer appeared before the Board for a Budget Study Session. Discussion only. No action taken.

**9. ADJOURN**

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:56 A. M

\_\_\_\_\_  
Susan Miller, Chair

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

APPROVED: July 30, 2024  
PUBLISH: X

# **Scheduled Sessions**

**Graham Jura/Attorney, Jura Law Office , and**  
**City of Minden**

**Discussion and/or decision on Petition for  
Voluntary Annexations for Teepee  
Properties, LLC and Austin and Kelly Beebe  
and to approve and sign Resolution 49-2024;  
entitled: Resolution of Consideration by the  
Pottawattamie County Board of Supervisors  
on the Proposed Voluntary Annexation of  
Property into the City Limits of Minden, IA.**

Jura Law Office  
2023 N. 56<sup>th</sup> St.  
Omaha, NE 68104  
402-216-6026  
[gjuralaw@gmail.com](mailto:gjuralaw@gmail.com)  
Licensed in NE and IA (active), MO and KS (inactive).

\*Hand Delivered 7/17/24

July 17, 2024

Pottawattamie County Board of Supervisors  
227 S 6th St.  
Council Bluffs, IA 51501

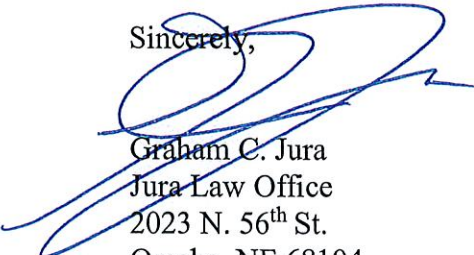
RE: Voluntary Annexations (Minden, IA)

Greetings:

Please find the enclosed Petitions for Voluntary Annexations in the City of Minden, IA. Pursuant to Iowa Code 368.7(b)(1), Minden is required to provide copies of these applications to the Board of Supervisors of each county where the proposed annexation is to occur. I am requesting that a time stamped copy of this letter be provided to me as proof of delivery to the Board as required under Iowa Code 368.7(b)(1).

Also, pursuant to Iowa Code 368.7(b)(1), I am requesting that the Board schedule a consultation on the proposed annexation as an agenda item to a regular weekly meeting of the Board as soon as reasonably possible. As Iowa Code 368.7(2) states that the Board shall, by resolution, state whether or not they support the annexation (or whether it takes no position) it would make sense to do so at a regular meeting where the consultation and resolution can occur simultaneously.

Sincerely,



Graham C. Jura  
Jura Law Office  
2023 N. 56<sup>th</sup> St.  
Omaha, NE 68104

Enc.

Prepared by: Jura Law Office, 2023 N. 56<sup>th</sup> St., Omaha, NE 68104  
Return to: City Clerk, Minden, Iowa, 207 Main St., P.O. Box 68, Minden, Iowa 51553


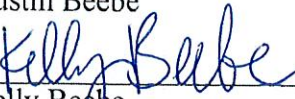
## PETITION FOR VOLUNTARY ANNEXATION

COMES NOW THE UNDERSIGNED OWNERS OF LAND and hereby Petition the City Council of the City of Minden, Iowa to voluntarily annex the land described herein and in the attached "Exhibit A" to this Petition to the City of Minden and state as follows:

1. Austin and Kelly Beebe are the owners of land generally described as followed:  
  
Parcel #23058 of the SE ¼ SW ¼ of Section 15, Township 77N, Range 41 W of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, as described by Plat of Survey recorded at Instrument No. 2024-00929 (See attached Exhibit "A" which is incorporated herein).
2. The voluntary annexation of the land described herein and in the attached Exhibit "A" shall be subject to the City taking action on this Petition as requested by the owner or their assigns, or at such time as the City, in its sole discretion, is prepared to move the voluntary annexation forward.
3. The land described herein and in the attached Exhibit "A" when annexed will be contiguous with the corporate limits of the City of Minden, all pursuant to Iowa Code 368.7, as shown on the attached Exhibit "B" which is incorporated herein

City of Minden, Iowa

By \_\_\_\_\_  
Kevin Zimmerman  
Mayor  
207 Main St., P.O. Box 68  
Minden, IA 51553

  
\_\_\_\_\_  
Austin Beebe  
  
\_\_\_\_\_  
Kelly Beebe  
31424 335TH ST  
Minden, IA 51553





2024-00929  
 RECORDER ANDREW HOATS  
 POTTAWATTAMIE COUNTY, IA  
 FILE TIME: 01/30/2024 02:37:50 PM  
 RECORDING FEE 10.00  
 RMA FEE 1.00  
 ECM FEE 1.00

INDEX LEGEND  
 DATE OF SURVEY: 1/16/2023  
 SURVEYOR: Dean A. Wilke, PLS #17048  
 COUNTY: Pottawattamie  
 SECTION: 15 TOWNSHIP: 77N RANGE: 41W  
 ALQUOT PART: E1/2 SW1/4  
 PARCEL DESIGNATION(S): Parcel #23057 and Parcel #23058  
 TAX ADDRESS: 3151B 335th Street Minden, IA 51553  
 PROPRIETOR(S): Beeba Farm Corporation  
 REQUESTED BY: Kent Beabo

R FEE \$10.00 RMA \$1.00  
 A FEE \$ ECOM \$1.00  
 T TAX \$

WILKE LAND SURVEYING INC. - 401 1800TH ST. PANAMA, IOWA 51562 - PHONE (712)489-2898 CELL (712)678-0551

**PLAT OF SURVEY**

PAGE 1 OF 2  
 JOB #2023078

PARCEL #23057 OF THE E1/2 SW1/4 AND PARCEL #23058 OF THE SE1/4 SW1/4,  
 ALL IN SECTION 15, T77N, R41W OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA

**PROPERTY DESCRIPTION: PARCEL #23057**

A parcel of land containing part of the East Half of the Southwest Quarter of Section 15, Township 77 North, Range 41 West of the 5th Principal Meridian, Pottawattamie County, Iowa, described as follows:

Commencing at the Northeast Corner of the East Half of the Southwest Quarter of said Section 15; thence South 00°19'29" East (Assumed Bearing) along a portion of the East line of said East Half of the Southwest Quarter a distance of 382.00 feet to the Southeast Corner of a tract of land described on a deed of record as Inst. No. 2017-10748 at the Pottawattamie County Recorder's Office, being the point of beginning; thence continuing South 00°19'29" East along a portion of said East line a distance of 1014.84 feet to the North line of Valley View Heights Subdivision; thence North 89°33'19" West along a portion of said North line a distance of 194.86 feet to the Northwest Corner of Lot 16 of said Valley View Heights Subdivision; thence North 00°28'17" East a distance of 44.17 feet; thence North 89°27'06" West a distance of 109.45 feet to the Northerly extension of the Northwesterly line of said Valley View Heights Subdivision; thence Southerly along said Northerly extension and said Northwesterly line the following seven (7) courses: 1) thence South 00°30'03" West a distance of 507.28 feet; 2) thence Southwesterly 108.92 feet along a 126.51 foot radius non-tangent curve concave to the Northwest with a chord bearing of South 24°55'20" West and a chord length of 103.76 feet; 3) thence South 48°39'29" West a distance of 214.42 feet; 4) thence Southwesterly 194.77 feet along a 504.86 foot radius curve concave to the Northwest with a chord bearing of South 80°29'14" West and a chord length of 193.58 feet; 5) thence South 70°49'14" West a distance of 89.88 feet; 6) thence South 89°58'08" West a distance of 50.00 feet; 7) thence South 00°03'52" East a distance of 130.10 feet to the Northeast Corner of Lot 2 of said Valley View Heights Subdivision; thence South 89°58'08" West along the North line of said Lot 2 and the Westerly extension thereof a distance of 137.02 feet to the East line of Justice Addition; thence North 00°16'21" East along a portion of said East line a distance of 44.34 feet to the Northeast Corner of said Justice Addition; thence South 89°50'04" West along the North line of said Justice Addition and the North line of Parcel A of the Southwest Quarter as described on a survey of record as Inst. No. 98-02472 at the Pottawattamie County Recorder's Office a distance of 358.01 feet to the West line of said East Half of the Southwest Quarter; thence North 00°10'47" West along a portion of said West line a distance of 2285.81 feet to the Northwest Corner of said East Half of the Southwest Quarter; thence South 89°58'24" East along a portion of the North line of said East Half of the Southwest Quarter a distance of 1168.46 feet to the Northwest Corner of a tract of land described on a deed of record as Inst. No. 2013-18816 at the Pottawattamie County Recorder's Office; thence South 00°19'29" East along a portion of the West line of said tract of land a distance of 98.00 feet to the North line of a tract of land described on a deed of record as Inst. No. 2022-04962 at the Pottawattamie County Recorder's Office; thence North 89°58'24" West along a portion of said North line a distance of 15.00 feet to the Northwest Corner of said tract of land; thence South 00°19'29" East along the West line of said tract of land described on record doada as Inst. No. 2022-04962 and Inst. No. 2017-10748 a distance of 266.00 feet to the Southwest Corner of said tract of land described on a deed of record as Inst. No. 2017-10748; thence South 89°58'24" East along the South line of said tract of land a distance of 165.00 feet to the point of beginning. Said parcel contains 89.200 acres, more or less, and is subject to any and all easements apparent or of record.

**PROPERTY DESCRIPTION: PARCEL #23058**

A parcel of land containing part of the Southeast Quarter of the Southwest Quarter of Section 15, Township 77 North, Range 41 West of the 5th Principal Meridian, Pottawattamie County, Iowa, described as follows:

Commencing at the Northeast Corner of the East Half of the Southwest Quarter of said Section 15; thence South 00°19'29" East (Assumed Bearing) along a portion of the East line of said East Half of the Southwest Quarter a distance of 1378.84 feet to the North line of Valley View Heights Subdivision; thence North 89°33'19" West along a portion of said North line a distance of 194.86 feet to the Northwest Corner of Lot 16 of said Valley View Heights Subdivision, being the point of beginning; thence North 00°28'17" East a distance of 44.17 feet; thence North 89°27'06" West a distance of 109.45 feet; thence South 00°30'03" West a distance of 169.00 feet to the Northwest Corner of Hillside Drive as platted; thence South 89°27'06" East along a portion of the North line of said Hillside Drive a distance of 109.83 feet to the Southwest Corner of said Lot 16 of Valley View Heights Subdivision; thence North 00°28'17" East along the West line of said Lot 16 a distance of 124.83 feet to the point of beginning. Said parcel contains 0.425 acre, more or less, and is subject to any and all easements apparent or of record.

**PARCEL #23058 BOUNDARY LINE TABLE**

LINE	BEARING	DISTANCE
L31	N00°28'17"E	44.17 (M)
L32	N89°27'06"W	109.45 (M)
L33	S00°30'03"W	169.00 (M)
L34	S89°27'06"E	109.83 (M) 110' (P)
L35	N00°28'17"E	124.83 (M) 125' (P)

**PARCEL #23057 BOUNDARY LINE TABLE**

LINE	BEARING	DISTANCE
L1	S00°19'29"E	1014.84 (M)
L2	N89°33'19"W	194.86 (M)
L3	N00°28'17"E	44.17 (M)
L4	N89°27'06"W	109.45 (M)
L5	S00°30'03"W	507.28 (M)
CURVE/RADIUS		
C1	126.51 (M&P)	108.92 (M) 107.46 (P)
L6	S48°39'29"W	214.42 (M) 219.1 (P)
CURVE/RADIUS		
C2	504.86 (M&P)	194.77 (M&P) 193.58 (M&P)
L7	S70°49'14"W	89.88 (M) 89.8 (P)
L8	S89°58'08"W	50.00 (M&P&S)
L9	S00°03'52"E	130.10 (M&P&S)
L10	S89°58'08"W	137.02 (M) 137.04 (S)
L11	N00°16'21"E	44.34 (M) 44.4 (S)
L12	S89°50'04"W	388.01 (M) 383.00 (S)
L13	N00°10'47"W	2285.81 (M)
L14	S89°58'24"E	1168.46 (M)
L15	S00°19'29"E	98.00 (M) 100 (D)
L16	N89°58'24"W	15.00 (M&D)
L17	S00°19'29"E	266.00 (M&D)
L18	S89°58'24"E	165.00 (M&D)

**MISCELLANEOUS LINE TABLE**

LINE	BEARING	DISTANCE
L19	N89°33'19"W	140.14 (M) 140 (P)
L20	N89°32'32"W	140.18 (M) 140 (P)
L21	S00°24'57"W	125.00 (M&P)
L22	S00°28'21"W	124.98 (M) 125 (P)
L23	S00°30'03"W	180.32 (M) 180.5 (P)
L24	S00°30'03"W	107.98 (M) 180.5 (P)
L25	S48°39'29"W	82.53 (M) 82.84 (P)
L26	S48°39'29"W	133.96 (M) 134.5 (P)
L27	S48°39'29"W	17.93 (M) 17.63 (P)
L28	S89°58'08"W	119.98 (M) 120 (P&S)
L29	N89°33'19"W	70.00 (M&P)
L30	N89°28'33"W	70.00 (M&P)



PARCEL #23057 ACREAGE SUMMARY TABLE

NE1/4 SW1/4	SE1/4 SW1/4
±38.750 ACRES (TOTAL)	±20.450 ACRES (TOTAL)

ANY CORNER  
E1/2 SW1/4  
SEC. 15, T77N, R41W  
(Fnd. 5/8" dia. rebar  
w/orange cap PLS #17040)

The fence South is  
±10.1' East of the  
set monument.

NE CORNER  
E1/2 SW1/4  
SEC. 15, T77N, R41W  
(Fnd. 5/8" dia. rebar)



I hereby certify that this land surveying document was prepared and the field survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor in the State of Iowa.

*Deana Wilke*  
Deana Wilke  
License number 17049  
My license renewal date is December 31, 2025.  
Pages or sheets covered by this sheet: Pages 1 & 2 of this document.

- LEGEND**
- ▲ SECTION OR SUBDIVISIONAL CORNER MONUMENT (MATERIAL AS NOTED)
  - SET 5/8" DIA. BY 24" REBAR W/ORANGE CAP PLS #17048
  - FND. T-POST AS NOTED ON THE PLAT OF VALLEY VIEW HEIGHTS
  - FND. IRON PIN W/YELLOW CAP PLS #5414
  - FND. IRON PIN W/YELLOW CAP PLS #11557
  - ◇ FND. IRON PIN W/YELLOW CAP PLS #18488
  - (M) MEASURED DISTANCE OR ANGLE
  - (P) PLAT DISTANCE OR ANGLE
  - (D) DEED DISTANCE
  - (S) RECORD SURVEY DISTANCE (INST. NO. 88-02472)

The North/South fence is ±9.5' East of the East set monument.

The North/South fence is ±24.4' East of the set monument.

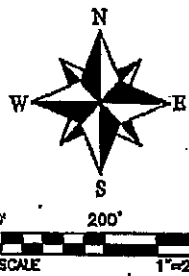
NOTE:  
The descriptions used on record deeds enclose a 4' overlap.

West line of the E1/2 SW1/4

PARCEL #23057  
E1/2 SW1/4  
SEC. 15-T77N-R41W  
±39.200 ACRES (TOTAL)

NOTE:  
See Affidavit of Possession and Affidavit Explanatory of Title recorded as Inst. No. 2024-00535 at the Pottawattamie County Recorder's Office.

PARCEL #23058  
SE1/4 SW1/4  
SEC. 15-T77N-R41W  
±0.425 ACRE (TOTAL)



This survey was done using a Leica GS18 GPS Rover connected to the L1DOL, RTK Network and a Leica TS16 Robotic Total Station. Zone 8 of the Iowa Geoid/Geoid Correction System was used.

The set monument is ±17.1' (perpendicular) Northwesterly of the existing fence.  
The existing fence is ±17.7' North of the found monument.

Fnd. T-post to 1.05' Northwesterly of the curve used for this survey.

NOTE:  
The Valley View Heights plat shows that steel posts were set at all Lot Corners. Many of these posts are exposed 2'-3' above ground and some are leaning or bent.

SW CORNER  
E1/2 SW1/4  
SEC. 15, T77N, R41W  
(Fnd. WPA Nail)

SW CORNER  
E1/2 SW1/4  
SEC. 15, T77N, R41W  
(Calculated)

South line of the E1/2 SW1/4

SE CORNER  
E1/2 SW1/4  
SEC. 15, T77N, R41W  
(Fnd. WPA conc. men. w/top broken off)

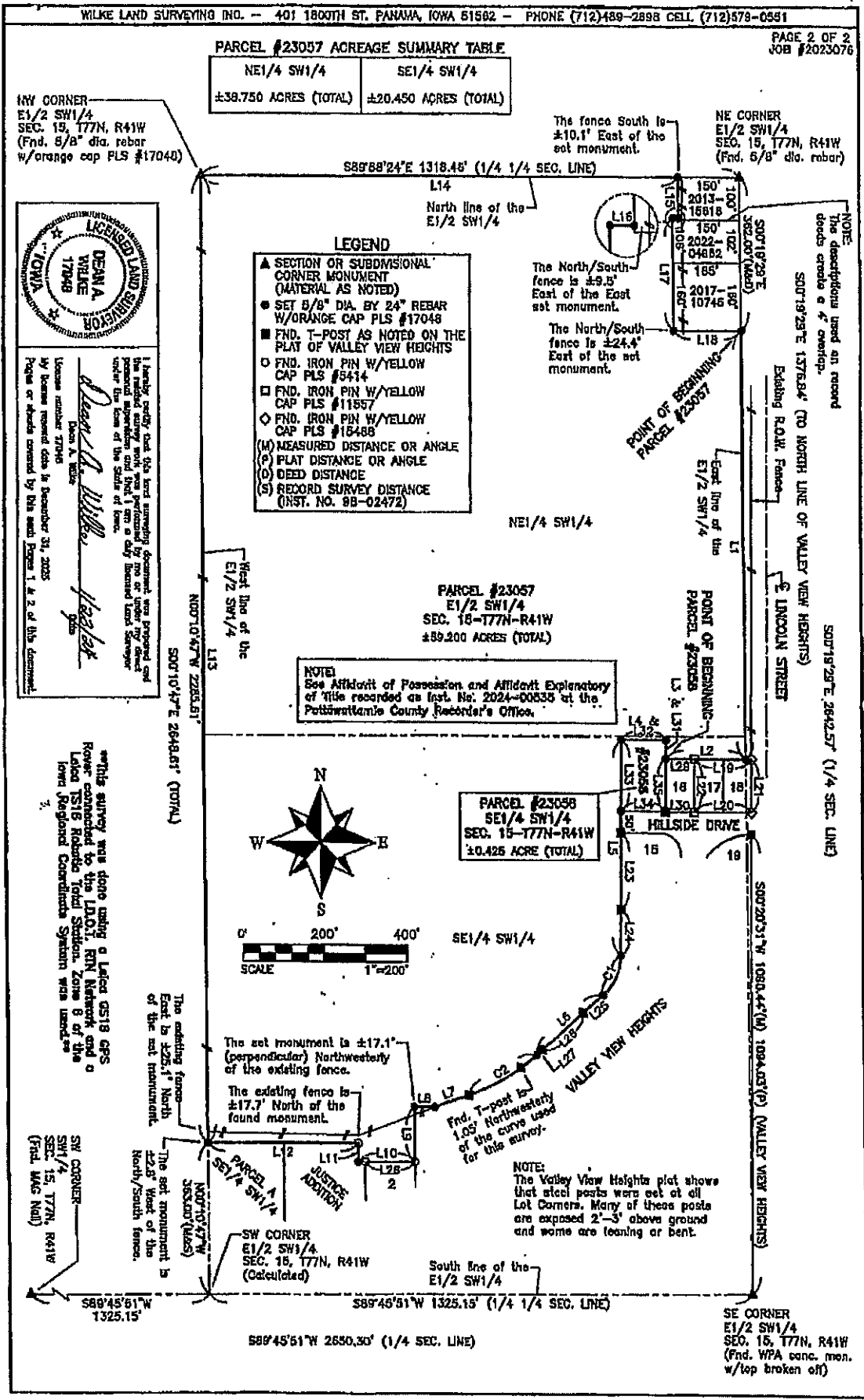
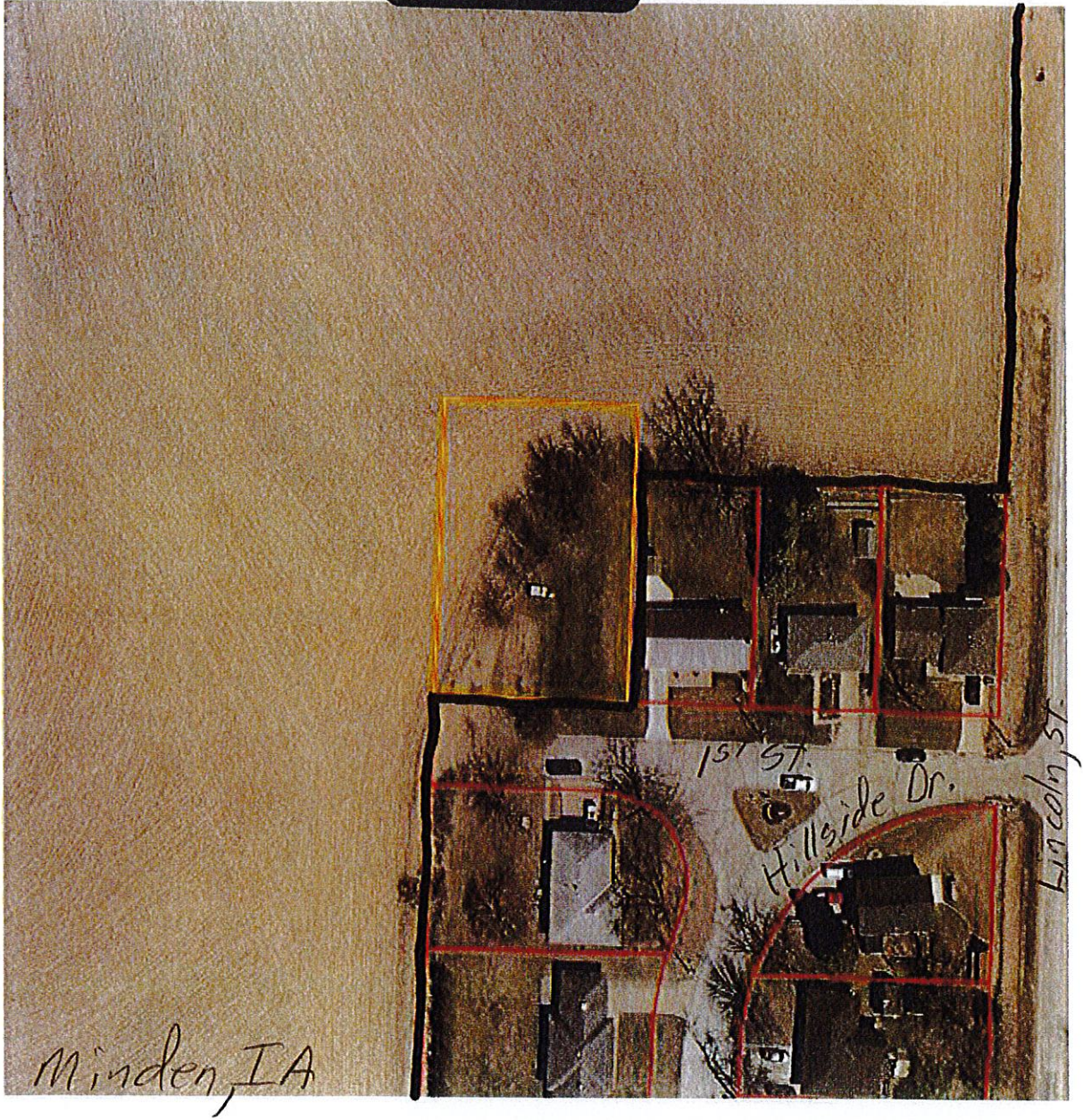


EXHIBIT  
B



Minden, IA

H - City Limits

H - proposed voluntary annexation



Jura Law Office  
2023 N. 56<sup>th</sup> St.  
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402-216-6026  
[gjuralaw@gmail.com](mailto:gjuralaw@gmail.com)  
Licensed in NE and IA (active), MO and KS (inactive).

\*Hand Delivered 7/17/24

July 17, 2024

Pottawattamie County Board of Supervisors  
227 S 6th St.  
Council Bluffs, IA 51501

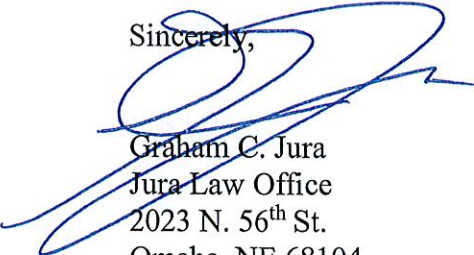
RE: Voluntary Annexations (Minden, IA)

Greetings:

Please find the enclosed Petitions for Voluntary Annexations in the City of Minden, IA. Pursuant to Iowa Code 368.7(b)(1), Minden is required to provide copies of these applications to the Board of Supervisors of each county where the proposed annexation is to occur. I am requesting that a time stamped copy of this letter be provided to me as proof of delivery to the Board as required under Iowa Code 368.7(b)(1).

Also, pursuant to Iowa Code 368.7(b)(1), I am requesting that the Board schedule a consultation on the proposed annexation as an agenda item to a regular weekly meeting of the Board as soon as reasonably possible. As Iowa Code 368.7(2) states that the Board shall, by resolution, state whether or not they support the annexation (or whether it takes no position) it would make sense to do so at a regular meeting where the consultation and resolution can occur simultaneously.

Sincerely,



Graham C. Jura  
Jura Law Office  
2023 N. 56<sup>th</sup> St.  
Omaha, NE 68104

Enc.

Prepared by: Jura Law Office, 2023 N. 56<sup>th</sup> St., Omaha, NE 68104  
Return to: City Clerk, Minden, Iowa, 207 Main St., P.O. Box 68, Minden, Iowa 51553

## PETITION FOR VOLUNTARY ANNEXATION

COMES NOW THE UNDERSIGNED OWNERS OF LAND and hereby Petition the City Council of the City of Minden, Iowa to voluntarily annex the land described herein and in the attached "Exhibit A" to this Petition to the City of Minden and state as follows:

1. Teepee Properties, LLC, an Iowa Limited liability Company, is the owner of land generally described as 33312 Tamarack Rd., Minden, Iowa 51553 legally described as followed:

Lot 2 of Justice Addition to the Town of Minden, Pottawattamie County, Iowa; and the South 363 feet of the West 181.5 feet of the Southeast Quarter Southwest Quarter except the highway located in Section 15, Township 77, Range 41 of the 5<sup>th</sup> P.M. of Pottawattamie County, Iowa, also more particularly described as set forth on the attached Exhibit "A" which is incorporated herein.

2. The voluntary annexation of the land described herein and in the attached Exhibit "A" shall be subject to the City taking action on this Petition as requested by the owner or their assigns, or at such time as the City, in its sole discretion, is prepared to move the voluntary annexation forward.
3. The land described herein and in the attached Exhibit "A" when annexed will be contiguous with the corporate limits of the City of Minden, all pursuant to Iowa Code 368.7, as shown on the attached Exhibit "B" which is incorporated herein

City of Minden, Iowa

By \_\_\_\_\_  
Kevin Zimmerman  
Mayor  
207 Main St., P.O. Box 68  
Minden, IA 51553

Teepee Properties, LLC

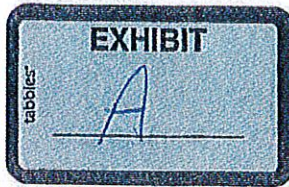
By: Peter C Phillip

Name: Peter C Phillip

Title: Partner

Address: 412 FOREST GLEN DR

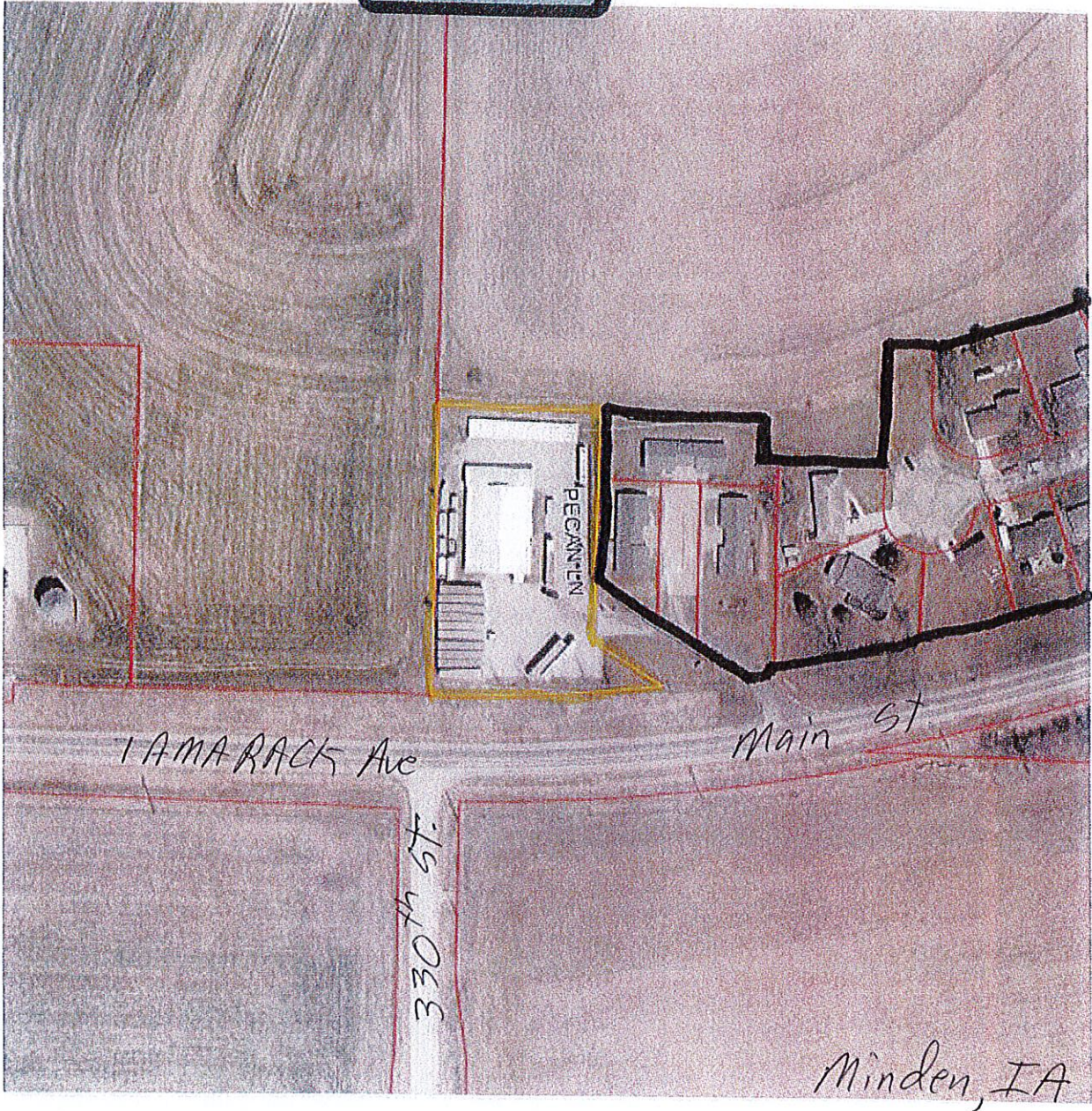
COUNCIL BLUFFS, IA 51503



Parcel "A" being a part of the SE1/4 SW1/4 in Section 15 T77N R41W of the 5th P.M. Pottawattamie County, Iowa, described as follows: Beginning at the southwest corner of the SE1/4 SW1/4 said Section 15, thence along the west line said SE1/4 SW1/4 N0°19'29"E 363.00 feet, thence N89°48'47"E 181.50 feet, thence S0°19'29"W 250.00 feet, thence S58°08'52"E 212.97 feet to the South line SE1/4 SW1/4 Section 15, thence along said line S89°48'47"W 363.00 feet to the point of beginning, said parcel contains 1.748 acres including Highway R.O.W. described as follows: Beginning at the southwest corner of the SE1/4 SW1/4 said Section 15, thence along the west line said SE1/4 SW1/4 N0°19'29"E 46.38 feet to the northerly R.O.W. of Iowa Highway #83 in a curve, thence easterly along said R.O.W. on a 2224.83 foot radius curve to the left (curve concave northerly) an arc length of 261.75 feet, thence S58°08'52"E 119.85 feet, thence S89°48'47"W 363.00 feet to the point of beginning. Said R.O.W. contains 0.388 acres. Note: Bearings are assumed: The South line of the SW1/4 Section 15-77-41 is assumed to bear S89°48'47"W.



EXHIBIT  
B



H - City Limits

H - Proposed Parcel for Annexation (Voluntary)



**RESOLUTION NO. 49-2024**

A RESOLUTION OF CONSIDERATION BY THE POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS ON THE PROPOSED VOLUNTARY ANNEXATION OF PROPERTY INTO THE CITY LIMITS OF MINDEN, IOWA.

WHEREAS, City of Minden has received applications from Teepee Properties, LLC and Austin & Kelly Beebe to voluntarily annex their property into the city limits of Minden, IA; and

WHEREAS, City of Minden has provided the Board notice of these voluntary annexations pursuant to Iowa Code 368.7(b)(1); and

WHEREAS, Pursuant to notice filed by Minden, the Board hereby proceeds under this Resolution to satisfy the required consultation between Minden and the Board pursuant to Iowa Code 368.7(b)(1); and

WHEREAS, Pursuant to Iowa Code 368.7(b)(2), the Board shall state whether or not it supports the application or whether it takes no position in support of or against the application.

NOW, THEREFORE, BE IT RESOLVED  
BY THE POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS

That the Board has consulted with the City of Minden regarding the applications from Teepee Properties, LLC and Austin & Kelly Beebe to voluntarily annex their property into the city limits of Minden, IA; and

BE IT FURTHER RESOLVED

That the Board hereby adopts the following position regarding the proposed voluntary annexations herein:

**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

BE IT FURTHER RESOLVED

That the Board shall send an executed copy of this Resolution to the City Clerk of Minden, IA at the address stated above.

ADOPTED AND APPROVED - July 30, 2024

\_\_\_\_\_  
Susan Miller, Chairperson  
Pottawattamie County Board of Supervisors

State of Iowa, County of Pottawattamie; ss.

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Susan Miller.

\_\_\_\_\_  
Notary Public

**Other Business**

**Dixie Wilson/Accounting Technician,**  
**Auditor's Office**

**Discussion and/or decision to approve /disallow the following applications made to the assessor's Office: Homestead (approximately 447 recommend allowed, 12 recommend disallowed), Military (34 recommend allowed, 2 recommend disallowed), Disable Veteran Homestead (30 recommend allowed, 1 recommend disallowed), Family Farm (12 recommend allowed, 0 recommend disallowed).**



## Added to Credit Apps to Auditor

Totals with credit apps from attached page(s) and items below:	<u>Recommend Allowed</u>	<u>Recommend Disallowed</u>
Homestead:	447	12
Military:	34	2
Disabled Veteran Homestead:	30	1
Family Farm:	12	0

**BELOW ARE BEING ADDED TO THE ASSESSOR CREDIT APPS TOTAL. THESE CHANGES ARE NOT DUE TO NEW APPLICATIONS, THEY ARE DUE TO THE ASSESSOR BEING NOTIFIED OF A NEW MAILING ADDRESS**

	<u>Recommend Allowed</u>	<u>Recommend Disallowed</u>
Homestead:		10
Military:		
Disabled Veteran Homestead:		
Family Farm:		

<u>Disallowed</u>	<u>Credit Type</u>	<u>Reason For Disallowance</u>
754425233014	Homestead	Mailing address change
754013153004	Homestead	Mailing address change
744308128007	Homestead	Mailing address change
754013153004	Homestead	Mailing address change
754434283013	Homestead	Mailing address change
744424128003	Homestead	Mailing address change
774115278004	Homestead	Mailing address change
764126100003	Homestead	Mailing address change
754434135014	Homestead	Mailing address change
754436405002	Homestead	Mailing address change

# Credit Apps to Auditor *(Form completed by Assessor's Dept)*

July 10, 2024

	<u>Recommend Allowed</u>	<u>Recommend Disallowed</u>
Homestead:	447	2
Military:	34	2
Disabled Veteran Homestead:	30	1
Family Farm:	12	0

<u>Disallowed</u>	<u>Type</u>	<u>Reason for Disallowance</u>
744401203010	Homestead Credit & Exemption	No signature. Have been trying to contact since January to sign with no response.
744413126003	Disabled Vet Homestead	Not permanently and totally disabled.
764108400004	Military Service Exemption	Active duty training does not qualify. National Guard 6 years only.
744415303012	Homestead Exemption Only	Must be 65+ years on or before Jan 1, <del>1959</del> . Credit approved.
754317451012	Military Service Exemption	Army Reserve for only 12 years and was not activated.

# Committee Appointments

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

**Received/Filed**

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

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

### TRAVEL INFORMATION

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

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

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

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

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

### PURPOSE OF TRIP

#### 1. Conference Travel

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

#### 2 Non-Conference Travel

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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



# ALTA OWNER'S POLICY OF TITLE INSURANCE



Policy Number: OY-08298471

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
  - a. a defect in the Title caused by:
    - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
    - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
    - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
    - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
    - vii. a defective judicial or administrative proceeding; or
    - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
  - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

Issued through the Office of:  
Clear Title & Abstract, LLC (IA)  
7701 Pacific Street, Suite 103  
Omaha, NE 68114  
(712) 328-1017  
Agent ID: 26115

  
Authorized Countersignature  
Authorized Agent or Officer

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111  
[www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President  
Attest  Secretary

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
  - a. the occupancy, use, or enjoyment of the Land;
  - b. the character, dimensions, or location of an improvement on the Land;
  - c. the subdivision of the Land; or
  - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
  - a. of the exercise described in an Enforcement Notice; or
  - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
  - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
    - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
    - ii. voidable transfer under the Uniform Voidable Transactions Act; or
  - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
    - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
    - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

#### **DEFENSE OF COVERED CLAIMS**

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

#### **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## CONDITIONS

### 1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
  - i. that is wholly owned by the Insured;
  - ii. that wholly owns the Insured; or
  - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
  - i.
    - (a). The Insured named in Item 1 of Schedule A;
    - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
    - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
    - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
      - (1). an Affiliate;
      - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
      - (3). a spouse who receives the Title because of a dissolution of marriage;
      - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
      - (5). another Insured named in Item 1 of Schedule A.
  - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF COVERAGE**

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

**8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

i. the Amount of Insurance will be increased by 15%; and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

**9. LIMITATION OF LIABILITY**

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:

i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;

ii. cures the lack of a right of access to and from the Land; or

iii. cures the claim of Unmarketable Title,

all as insured. The Company may do so by any method, including litigation and the completion of any appeals.



- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

**10. REDUCTION OR TERMINATION OF INSURANCE**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

**13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT**

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

**14. POLICY ENTIRE CONTRACT**

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
  - i. modify any prior endorsement,
  - ii. extend the Date of Policy,
  - iii. insure against loss or damage exceeding the Amount of Insurance, or
  - iv. increase the Amount of Insurance.

**15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

**16. CHOICE OF LAW AND CHOICE OF FORUM**

- a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

**17. NOTICES**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607

**18. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

**19. ARBITRATION**

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.
- d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d:

Issuing Agent: Clear Title & Abstract, LLC (IA)  
Issuing Office: 7701 Pacific Street, Suite 103, Omaha, NE 68114  
Issuing Office's ALTA® Registry ID: 0000760  
Issuing Office File Number: 20240589  
Property Address: 522 Pearl St., Council Bluffs, IA 51503

## **SCHEDULE A**

### **OWNER'S POLICY**

Name and Address of Title Insurance Company: Old Republic Title Insurance Company  
1408 North Westshore Boulevard, Suite 900  
Tampa, Florida 33607

Policy Number: OY-08298471

Amount of Insurance: \$116,760.00 Premium: \$516.50

Date of Policy: June 07, 2024 at 8:26 AM

1. The Insured is:

Pottawattamie County, Iowa

2. The estate or interest in the Land insured by this policy is:

Fee Simple

3. The Title is vested in:

Pottawattamie County, Iowa

4. The Land is described as follows:

Lot 6, Block 7, Jefferies Subdivision, along with the East 1/2 of the vacated North/South alley abutting, Council Bluffs  
Pottawattamie County, Iowa.

5. This policy incorporates by reference the endorsements designated below, adopted by the American Land Title Association as of the Date of Policy:

- ORT Form 4106 9/07 Deletion of Arbitration Endorsement.

## SCHEDULE B

### OWNERS POLICY

Policy Number: OY-08298471

#### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
4. Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

#### SPECIAL EXCEPTIONS

5. No coverage is provided for Special Assessments levied and certified to the Office of the County Treasurer after the effective date of this policy.
6. Taxes for the year 2022 Total \$2,278.00, all paid.  
Parcel No. 7544 36 178 005
7. Plat of Jefferis Subdivision, Filed January 27, 1865 in [Book X at Page 306](#).



**Endorsement**  
**DELETION OF ARBITRATION**



This endorsement is to be attached to and become a part of of Policy No. OY-08298471 of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

**DELETION OF ARBITRATION**

The paragraph titled "ARBITRATION" in the Conditions of this policy is hereby deleted.

This endorsement, when countersigned by an authorized officer or agent, is made part of said policy as of the policy date thereof and is subject to the Schedules, Conditions and Exclusions from Coverage therein contained, except as modified by the provisions hereof.

Issued through the Office of:  
**Clear Title & Abstract, LLC (IA)**  
**7701 Pacific Street, Suite 103**  
**Omaha, NE 68114**

  
Authorized Countersignature

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

ORT Form 4106 9/07  
Deletion of Arbitration, ALTA Policies

Office of

Nº 048787

**Pottawattamie County Treasurer**

7/24/24 for June 2024

Date

Received from Pottawattamie County  
Sheriffs office

Payor Pottawattamie County Sheriffs  
office

Amount Fifty Six Thousand Thirty Eight  
Dollars & 11/100 — \$ 56,038.11

Account to be credited See below

Descriptions of funds See below

Received by PA OK

Date received 7/24/24

June 1, 2024

Pottawattamie County Sheriffs Office

Total	Description	Line Item
\$0.00	Bank Interest	0001-4-05-1060-600000-000
\$4,020.00	Weapon Permits	0001-1-05-1060-441000-000
\$52,018.11	Civil Fees	0001-1-05-1060-440000-000
\$0.00	Outstanding Checks	0001-1-05-1060-820000-000
<b>\$56,038.11</b>	<b>Total Deposit</b>	
	\$27,846.92	total check #224337
	\$28,191.19	total check #224338
	<b>\$56,038.11</b>	total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

06/03/2024 - 06/30/2024

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 06/03/2024 - 06/30/2024.

**Disbursements:**

**Paid to Others:**

State - Weapon Permit Amount	290.00
Refunds; Publication; Sales; Com	220,219.79

<b>Subtotal</b>	<b>220,509.79</b>
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**Paid to Treasurer:**

Service Fees - Notary Fees; Copy Fees	34,135.69
Postage	3,735.07
Transport - Officer Expenses	7,958.88
Mileage Amount	5,163.47
Report Amount	325.00
County - Weapon Permit Amount	4,020.00
Other - Subpoena	700.00

<b>Subtotal</b>	<b>56,038.11</b>
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<b>Total</b>	<b>276,547.90</b>
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The above information is respectfully submitted on 7/19/2024

  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County, IA



Pottawattamie County Sheriff's Office

Report of Fees Collected for


06/03/2024 - 06/30/2024

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 06/03/2024 - 06/30/2024.

**Receipts:**

Service Fees - Notary Fees; Copy Fees	35,431.49
Postage	3,854.97
Transport - Officer Expenses	7,958.88
Mileage Amount	5,180.47
Report Amount	335.00
County - Weapon Permit Amount	1,830.00
State - Weapon Permit Amount	405.00
Refunds; Publication; Sales; Com	141,200.99
Other - Subpoena	770.00
Unapplied	-441.75
<b>Total</b>	<b>196,525.05</b>

The above information is respectfully submitted on 7/19/2024

  
\_\_\_\_\_  
Andy Brown  
Pottawattamie County, IA



# Public Comments