

Consent Agenda

February 23, 2021

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. Chairman Pro-Tem Wichman presiding. Chairman Belt attending via phone.

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. February 16, 2021, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Schultz, second by Shea, to open public hearing on Ordinance No. 2021-01, AN ORDINANCE to amend Chapter 8 of the Pottawattamie County, Iowa Zoning Ordinance, by adding a provision that temporary roadside fireworks stands and Christmas tree lots are a principal use in the class I-1 (General Industrial) District.

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

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

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

Motion by Shea, second by Schultz to approve First Consideration of **Ordinance No. 2021-01** and to set second consideration for Tuesday, March 2nd, 2021 at 10:00 A.M. UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Shea, to open public hearing on Pottawattamie County's amendment to current county budget for fiscal year 2020-21.

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

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

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

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Resolution No. 12-2021**, a Resolution to Approve Pottawattamie County's amendment to current county budget for fiscal year 2020-21. Said Resolution is set out as follows:

RESOLUTION NO. 12-20201

WHEREAS, there were necessary expenses incurred in some county departments, causing the budget of that department to exceed 100% of costs; and

WHEREAS, the Board of Supervisors desires to allow those expenditures, and no tax increase will occur due to these expenditures; and

WHEREAS, the public had due notice of the Budget Amendment Hearing, and at the hearing, due time was allowed for objections to any and all portions of the amended budget.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of Pottawattamie County, hereby amends the Fiscal Year 2020/21 budget.

Dated this 23rd day of February, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

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

After discussion was held by the Board, a Motion was made by Schultz, and seconded by Shea, to approve CRC 034 – Boiler Room FS and HVAC Clash. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Shea, and seconded by Schultz, to approve CRC 040 – Garage Sally Port Exterior Window Security. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Schultz, and seconded by Shea, to approve Parallel Technologies Quote for 24 user licenses. UNANIMOUS VOTE. Motion Carried.

Suzan Erem, Executive Director of Sustainable Iowa Land Trust (SILT) appeared before the Board to give a presentation on how the organization operates and on their new book “An Iowa Landowners Guide to Sustainable Food Crops.” Discussion only. No action taken.

The Board held a budget review session to go over final budget numbers for the FY21-22 budget. Jeff Theulen from the Sheriff’s office; Lynn Herrington, Marilyn Hebing from the Recorder’s office; Lea Voss from the Treasurer’s office; Matt Wyant and Maria Sieck from Planning and Development/Public Health; John Rasmussen from Roads; Nick Jedlicka from Veteran Affairs; Jason Slack from Buildings and Grounds; David Bayer from IT/GIS; Melvyn Houser from the Auditor’s office; Jana Lemrick from Human Resources; and Suzanne Watson from Community Services all appeared before the Board to discuss their budgets. The Board also discussed their own budget. Discussion only. No action taken.

3. OTHER BUSINESS

After discussion was held by the Board, a Motion was made by Schultz, and seconded by Shea to accept and approve Human Resources Memo approving: paying Department Heads straight pay when working at the mass vaccination clinic, paying back-pay at straight pay to Department Heads who have previously worked at the mass vaccination clinic; out of class pay for VA Director and Safety Coordinator ,pay grade 532 and out of class back pay; for Department Heads

who are working COVID response, changing when they receive straight pay for hours worked from over 45 in a week, to over 40 hours worked a week; approval of back-pay of 5 hours per week for those mentioned in previous statement; and one time payout of 100 vacation hours for Planning Director and Public Health Administrator. UNANIMOUS VOTE. Motion Carried.

After discussion was held by the Board, a Motion was made by Schultz, and seconded by Shea, to approve change to Employee Handbook policy #608, Inclement Weather/Emergency Courthouse Closing; In the event of an emergency closing, the Board of Supervisors Chairman will notify the Executive Assistant to the Board of Supervisors who will alert all employees through the County e-mail system. Notification of closing will also be announced as early as possible through the media. UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Actions:

- 1) Sheriff – Payroll Status change of Steve Maguire
- 2) Medical Examiner – Payroll status change of Cheri Dahlheim

5. CLOSED SESSION

Motion by Grobe, second by Shea, to go into Closed Session pursuant Iowa Code 20.17(3) for discussion and/or decision on labor negotiations / collective bargaining matters.

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

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

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

7. ADJOURN

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 3:20 P.M.

Tim Wichman, Chairman Pro -Tem

ATTEST:

Melvyn Houser, Pottawattamie County Auditor

APPROVED: March 2, 2021

PUBLISH: X



Publication Report

Pottawattawa

1/2020-12/31/2020

Employee Name	Salary
ADAMS, LYNN	70155.99
ADKINS, TANYA	48174.03
ADLAND, TIMOTHY	70640.85
ALBERS, FREDRICK	80698.47
ALBERS, MEGAN	79497.73
ALEU, YOM	12153.06
ALLEN, CORY	73664.32
ALLEN, NICHOLAS	57695.33
ALLMON, DEBORAH	28963.70
AMBROSE, ROBIN	114089.57
AMDOR, BENNETT	190.00
AMDOR, NICHOLAS	78607.14
AMOS, PATRICE	86379.86
ANDERSEN, ROBERT	96725.93
ARKFELD, SAMUEL	92403.92
ARNOLD, KYLE	61400.09
ARRICK, DOUGLAS	10862.20
ASHCRAFT, ABBIE	57096.08
ASSMANN, KANDI	68125.59
AUSDEMORE, DUSTIN	66123.18
AUSDEMORE, HEATHER	68053.54
AUSDEMORE, KEVIN	55341.79
AUSDEMORE, PEGGY	51562.86
AVIS, RYAN	74388.53
AWE, ROBERT	72833.06
AYOTTE, BRENTON	76482.07
BANISTER, AKEEM	3590.45
BARRETT, JESSICA	2373.40
BATH, STEVEN	3302.25
BAYER, DAVID	118996.46
BAYLOR, WILLIAM	68882.25
BEACHAM, TRAVIS	100.00
BECERRA, CANDY	40981.15
BECKER, PEGGY	56091.24
BECKMAN, JODIE	52014.20
BEHR, TRENTON	3755.01
BELT, REBECCA	80021.39
BELT, SCOTT	46984.97
BENTZINGER, DANIELLE	75521.26
BERTACINI, MICHAEL	8387.06
BIEGLER, RACHEL	62633.34
BINGHAM, SHELBY	6500.00
BIODROWSKI, MICHELLE	49854.39
BLAIR, RHONDA	50786.90
BLUML, SHAWN	55778.70
BOCKERT, TAMMY	34838.19
BOESE, BENJAMIN	2718.39
BOESE, JESS	4403.57
BOHLIM, MARISA	3550.01
BONER, BARBARA	70676.56
BONNET, MICHAEL	85016.28
BOSE, MICHELL	65750.62
BOWEN, MICHAEL	83037.50
BRADFORD, CHRISTOPHER	61753.99
BRAMMER, ASHLEY	37845.38
BRANDENBURG, MARK	86281.04
BRANNAN, ROGER	75591.01

BRENSEL, NATHAN	74626.69
BREWER, ETHAN	3300.00
BRILES, PATRICIA	67613.52
BROCKMAN, DAWN	50629.04
BROCKMAN, JEFFREY	7727.22
BROOKS, ASHLEE	3744.51
BROTHERSON, MALENA	6473.50
BROUGHAM, GREG	75275.77
BROUILLARD, PEGGY	10286.03
BROWN, ANDREW	89120.98
BROWN, MOLLY	63995.09
BRUMMETT, TORIE	51920.10
BRUUN, JAMES	69871.34
BRYSON, TAMMY	47490.69
BURGER, JAMES	106289.79
BURHENNE, JASON	52595.11
BURNS, LINDA	42235.16
BUTTERBAUGH, TODD	78179.51
BUTTON, DANA	57951.04
BUTTON, DAVID	59512.48
CALHOON, RONALD	3892.45
CAMPBELL, JOSEPH	14700.00
CAMPBELL, TYLER	50563.50
CARPER, KENDRA	2876.37
CARSTENS, TREY	58978.35
CASSON, ANDREW	5208.50
CASTRO, DESIREE	43190.40
CASTRO, MELISSA	15602.50
CEDER, DUSTIN	92461.39
CEDER, TREVOR	52759.58
CHAPIN, AUDREY	79710.36
CHAPMAN, JILL	11784.00
CHENEY, BARBARA	67279.66
CHRISTIANSEN, ANGELA	44988.18
CHRISTIE, CHASITY	80892.48
CIRCO, CHRISTINE	117197.70
CLEAVER, LARRY	70487.26
CLEVELAND, MILES	55646.36
COFFMAN, BRAD	56982.35
COFFMAN, JESSICA	5383.51
COLEMAN, GARFIELD	101401.96
COLLINS, JULISA	3058.92
COLLINS, LUZ	22133.84
COLLINSON, BETTY	29620.51
CONTRERAS, FABIOLA	36215.59
COOK, ZOEY	27378.14
COOL, JOHN	85854.88
CORRAL, GENESIS	2190.00
CORUM, MATTHEW	53814.23
COTTEN, ALICIA	48160.41
COTTEN, JAKE	73269.62
COX, MERISSA	48993.68
COX, STEPHANIE	70177.63
CRISLER, DUSTIN	76448.95
CSELLAR, MADISON	36649.62
CURRY, TIMOTHY	55188.15
CURTIS, CHRISTOPHER	70857.09
DAHLHEIM, CHERI	63605.66
DANKER, JEFFEREY	134084.95
DANSON, TONYA	9872.80
DARNELL, NOLAN	36038.26
DARRINGTON, BRODY	34997.08
DAU, JOSHUA	61975.94
DAVIDS, LEWIS	100553.08
DEGRAAF, JORDAN	13074.81
DESANTIAGO, TOMAS	69727.01
DEYEAGER, BRADY	70127.66

DOBSON, MALINA	105204.35
DOBYNS, ANGELA	83362.08
DOOLEY, WILLIAM	39597.25
DOTY, JAMES	88044.67
DRAKE, MARILYN	46984.97
DRIVER, RANDALL	5164.36
DUFFY, KATELYN	3300.00
DUSCHANEK, MELISSA	3750.00
DYTRYCH, CASSANDRA	4036.58
ECKER, STEPHEN	69529.78
ECKMANN, MICHAEL	67379.72
EHRENS, JOHN	54411.31
ELLIOTT, WILLIAM	2533.81
ELONICH, CORY	49797.73
ELWOOD, RANDALL	69432.28
ENG, WEI KAY	56924.20
ENGEL, DOUGLAS	55987.35
EPPLER, PATRICK	106289.78
ESTRADA, ROBERTO	45990.92
EVERETT, KRISTIN	73414.38
FASTJE, JOANNA	9039.09
FAUBLE, BRENT	39046.75
FEIGENBUTZ, DEVAN	52530.94
FEIGENBUTZ, GARY	59040.27
FENNER, JONATHAN	63732.10
FERGUSON, KURT	80760.01
FERRO, JACOB	73796.83
FIELDS, ADAM	59013.53
FISCHER, DAVID	64679.59
FOLEY, KRISTINE	1624.20
FOOTE, CHARLES	61168.79
FORD, STEPHANIE	75960.63
FOREMAN, KAREN	3186.37
FORNEY, PAUL	105786.84
FOX, SANDRA	40008.30
FRAIN, AUSTIN	81534.08
FRAIN, TANNER	76730.88
FRANCO, JEFFREY	78270.67
FREDRICH, ABBY	62508.07
FREEBERG, CHAD	74960.62
FREEMAN, KATHARYN	36.38
FREEMAN, MARC	96045.37
FREEMAN, RICHARD	22089.98
FRESE, ESTATE OF LUANN	34720.84
FRENCH, TANYA	5748.13
FROHARDT, MATTHEW	87190.43
GAMMEL, KELLY	69694.31
GARDNER, KRISTINE	59301.18
GARREAN, VALERIE	30942.99
GEHRMANN, ALICIA	63574.01
GEHRMANN, HANNAH	9450.29
GENEREUX, ANDREA	6615.34
GENEREUX, MICHAEL	200.00
GENTLEMAN, DAVID	82476.29
GERONIMO, JENNIFER	55394.32
GIFFORD, LEANNE	107641.85
GILLESPIE, THEODORE	71755.65
GILLIAM, GRANT	70903.77
GINN, HEATHER	4826.46
GLENN, ELIZABETH	53750.92
GOOD, PAULA	17772.71
GORRIN-DAVIS, PHYLLIS	48352.01
GRAEVE, CHAD	65824.27
GRAHAM, MARIA	83845.81
GRAY, ASHLEY	58365.18
GREEN, CASSANDRA	41212.79
GREER, KELLY	71985.74

GRESS, JEFFREY	56995.51
GROBE, LYNN	46984.97
GROBE, THOMAS	53314.54
GROSS, DALTON	626.36
GROTHER, EMILY	78536.99
GROTHER, JACOB	34915.19
GUEHRING, LINDA	15253.14
GUYER, VINCE	74997.39
HACKETT, KYLE	62482.33
HADFIELD, ALLEN	88044.37
HANSEN, STEVEN	36867.67
HARDIMAN, JACOB	58128.14
HARDIMAN, RANDIE	48544.03
HARKER, JEREMY	62468.68
HARKER, JOSHUA	66332.16
HARLEY, GEORGIA	87387.71
HARRIS, SHELBI	58895.09
HARRIS, TANI	3262.50
HARRYMAN, KENNETH	63724.42
HART, DAVID	56325.65
HARVEY, JAMES	78116.62
HASSAY, BOBBI	4627.08
HASSAY, KRISTY	57867.82
HATCHER, VIRGINIA	78263.40
HAWKINS, CHERYL	58830.28
HAYNES, TARALEE	50735.52
HEAD, JACOB	67567.78
HEATH, BENJAMIN	69279.41
HEBING, MARILYN	78263.42
HEDEGAARD, SHAWNA	63184.95
HEMPEL, ERIC	75547.62
HENNINGSEN, DARYL	59439.62
HENNINGSEN, DONALD	83254.10
HENSLEY, LINDA	70425.12
HERMANSON, BECKY	58914.89
HERRING, TAMMY	34803.69
HERRINGTON, LYNN	73414.39
HESS, DOUGLAS	58075.38
HEYER, CANDY	20275.89
HIATT, RICHARD	73660.94
HILLER, CHAD	62372.93
HILZ, JONATHAN	66365.37
HITCHCOCK, TRAVIS	47638.33
HOANG, NINA	64492.21
HODGES, KENT	59624.46
HOLMAN, SHANNON	65506.59
HOOPER, DAVID	69860.96
HOUGH, JASON	59601.40
HOUGH, RONALD	57943.96
HOUSER, MELVYN	86281.04
HOVEY, SHELLY	67759.53
HOWELL, MICHELLE	1508.47
HUEBNER, GINA	67791.62
HUERTA, JOLENE	49052.54
HUSZ, JANE	56616.30
HUSZ, RYAN	57555.36
HUTCHESON, JEFFREY	4724.83
IGBOKIDI, ANTONIO	14699.30
ISAACSON, MONTE	4849.67
JACOBMEIER, JON	125834.59
JACOBSEN, CHAD	33186.49
JEDLICKA, NICHOLAS	79131.35
JENSEN, CRAIG	93298.15
JENSEN, SHAWN	81486.76
JENSEN, TAMMY	11302.06
JOBE, AMY	58815.07
JOHANNSEN, CLAY	58491.34

JOHNSON, JONATHAN	52976.77
JOHNSON, KARAN	12702.65
JOHNSON, RYAN	6321.00
JOHNSON-CAMPAGNA, AMY	51243.70
JONES, RILEY	54017.57
JONES, TRICIA	87945.21
JOSLIN, MELISSA	65970.30
JUSTESEN, DARRELL	63574.01
JUSTESEN, MARY	17706.96
KALLAS, KATHIE	42934.20
KALSTRUP, PAMELA	87710.35
KARNS, JASON	55995.25
KARNS, TODD	59405.90
KAVA, ANTHONY	109189.47
KELSEY, DOUGLAS	63544.84
KENNEDY, MARILYN	70631.72
KEPHART, CHASITY	12415.85
KEPHART, TRAVIS	33836.97
KILLPACK, REBECCA	69095.91
KIRLIN, JAHN	38131.13
KIRLIN, JOSHUA	82664.68
KLAHN, DERRICK	1666.78
KLAUSNER, MIRANDA	3263.77
KLEIN, ADAM	76711.01
KNOTEK, MICHAEL	42281.80
KOHL, JOSHUA	55507.03
KONZ, SCOTT	58365.48
KUNZE, CHAD	65533.18
LAIRMORE, ZACH	53982.05
LAKE, TERI	42455.18
LARSEN, VICTORIA	70602.51
LEICK, ANTHONY	75964.60
LEMASTER, JASON	82342.79
LEMBKE, GARRETT	64951.91
LEMRICK, JANA	91083.68
LENIHAN, BECKY	69379.89
LINDGREN, CHRISTINA	30263.47
LISTON, REBECCA	54566.41
LITTLE, COREY	61844.37
LOGHRY, KENNY	68861.07
LOOMIS, BRIAN	73930.90
LORENZ, JAMIE	47074.70
MAGNUSON, KRISTINE	51722.85
MAGUIRE, STEVEN	76451.97
MAHER, BRENNAN	15638.13
MANHART, BRIAN	63093.85
MANTELL, MICHAEL	76002.58
MANZ, SCOTT	63992.66
MARINO, ELIZABETH	1562.50
MARSH, JODY	85873.15
MARTIN, KAREN	42654.93
MARTIN, MARLYS	47036.02
MASS, ALEC	5307.50
MASS, JAMELYN	53188.92
MASS, TIFFANY	99692.38
MASTER, JOSEPH	17040.81
MCCARTNEY, ANTHONY	103338.87
MCCOID, NICHOLAS	53357.91
MCCOY, CHRISTOPHER	77418.07
MCGEE, ALEXANDER	4343.76
MCGEE, BRITTANY	4684.38
MCINTIRE, WYLIE	34916.24
MEFFERD, THOMAS	50786.84
MEYER, JACOB	38628.64
MEYERS, JEREMY	53076.70
MIKOVEC, HADLEY	57586.43
MILES, MICHELE	63748.15

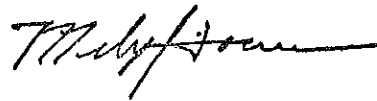
MILLER, BRIAN	95255.27
MILLER, DEBORAH	63158.03
MILLER, JEFFREY	56710.97
MINCHEW, JENNIFER	60690.11
MOATS, ANDREW	50623.27
MOLGAARD, DANE	87739.75
MOORE, NOLAN	4379.50
MOORE, TISHA	52364.04
MORDESON, BRIGID	15287.17
MORGAL, CALEE	47111.16
MORGAN, ROBERT	2987.11
MORONEY, SCOTT	62641.79
MORSE, JORDAN	51362.94
NEIGHBORS, JASON	55454.96
NELSEN, LISA	72791.95
NELSON, JACKSON	5064.00
NELSON, JENNIFER	3915.36
NELSON, PAUL	45722.71
NELSON, TREVOR	63820.95
NEUMANN, JARON	47807.42
NEWELL, KELLIE	46009.82
NIELSEN, NOLAN	51919.08
NIEMEYER, KAEDYN	5069.64
NIXON, MYRA	41406.43
NOBILING, JENNIFER	4696.22
NOECKER, STEVEN	74663.78
NORMAN, ZACHARIE	78977.58
NOSEKABEL, TRACY	51052.17
ODONNELL, MATTHEW	88169.46
OLDEROG, RYAN	75454.65
OLIVER, RODNEY	73222.69
OLSEN, BRANDY	43754.70
OLSEN, THOMAS	67639.64
OVERHOLTZER, MCALISTER	792.00
PANE, CODY	5256.24
PATTERSON, AARON	54157.20
PAULEY, DANIEL	6240.00
PENNEY, RYAN	58657.69
PERDUE, BRADLEY	71917.69
PEREGRINE, DUSTIN	52661.91
PETERSEN, JAMIE	101396.81
PETERSEN, JEREMY	61535.64
PETTIT, LAURA	18905.90
PFEIFFER, JEANNE	44988.20
PING, ARIC	35406.95
PITT, DYLAN	3997.50
POINTS, LESLIE	76253.33
PONCE-DOMINGUEZ, BLANCA	40246.17
POORE, JONATHAN	82373.37
PORTER, JILLIAN	72564.37
POWLES, GENEVIEVE	1767.39
PRICE, STEPHANIE	5539.18
PROCTOR, AMBERLEY	10315.67
PRZYBOROWSKI, CATHARINE	6617.79
PUTNAM, KYLE	60715.89
PUTNAM, SCOTT	64983.27
RAMSEY, BRANDON	73126.81
RASMUSSEN, DONNA	47490.67
RASMUSSEN, JOHN	123702.20
RASMUSSEN, TALLIN	5290.33
RATHBUN, ANGELA	42351.45
RAYMENT, JESSICA	36108.80
REDDING, RIKAYLA	54932.03
REDMON, DEBRA	77447.42
REED, CAMBER	47186.67
REED, DOUGLAS	86450.35
REEVES, MATTHEW	65717.45

REILICH, REBEKKAH	62052.10
REINKEN, SANDRA	1237.50
REINSCH, DIANA	99137.38
RETHMEIER, CHRISTINE	88159.21
REYNOLDS, JOSHUA	51869.81
RING, ADAM	78644.47
RISO, ROBIN	50178.86
ROACH, CLAIRE	8351.25
ROBERTS, AMBER	72003.38
ROBINSON, ABBY	3345.90
RODARTE, HOPE	46945.03
RODRIGUEZ, RAFAEL	77598.83
ROGERS, ERIC	2459.48
ROLLINS, MITCHELL	51809.03
ROOT, SCOTT	39000.00
ROSENBERG, PAUL	41606.19
ROSKENS, MARY-BETH	78263.34
ROSS, VERONICA	64160.25
ROUSH, GREGORY	64977.87
RUBEK, ANGELA	67790.67
RUBEK, ANTHONY	80327.20
RUBY, STEVEN	9157.01
RUGGLES, JOEL	5236.24
RUNGE, TODD	33328.79
RUSSMANN, PATRICIA	82356.16
RUTLEDGE, ADAM	62116.14
SAMPSON, DANIEL	52515.60
SAMPSON, KEVIN	61920.09
SANDERS, ELIZABETH	61135.86
SANDS, DAVID	81586.02
SCHLEIMER, MICHEAL	78742.58
SCHLINES, TODD	78547.52
SCHNECKLOTH, THOMAS	58075.35
SCHNEPP, MANDI	36827.19
SCHRODER, BRADY	45947.31
SCHRODER, DEVIN	6573.93
SCHROEDER, KYLE	47504.74
SCHULTZ, ALISHA	54658.46
SCHULTZ, JUSTIN	46984.97
SCHULTZ, TERESA	58189.43
SCOTT, ERIN	104.50
SEIBEL, ERIC	70532.07
SHEA, ERIC	76092.17
SHEA-KAMMERER, STEPHANIE	50319.53
SHOEMAKER, MARK	94515.20
SHRADER, WILLIAM	75902.04
SHUDAK, BENJAMIN	63726.69
SHUTTERS, MICHAEL	11554.79
SIECK, MARIA	123521.78
SILKNITTER, THOMAS	3164.01
SIMMONS, KATHERINE	57135.59
SISO, JASON	19545.46
SLACK, JASON	77524.53
SLIGER, CLARENCE	10674.00
SMEAL, KAYLA	72340.43
SMITH, ANDREW	62766.03
SMITH, ANDREW	52484.63
SMITH, CYNTHIA	47490.72
SMITH, DANELL	7006.60
SMITH, MARK	74280.69
SMITH, PENNIE	79508.90
SMITH, RYAN	265.96
SMITH, THOMAS	73496.06
SMOTHERS, JAMIE	73414.43
SNYDER, BRIAN	96826.84
SNYDER, KERRIE	106809.84
SONDAG, PATRICK	106289.75

SORENSEN, GERALD	12587.64
SOUCIE, AARON	86109.22
SOWERS, JEFFREY	59667.39
STACY, KATHRYN	41368.12
STANGE, HUNTER	15248.50
STANSEL, JAYDE	3620.56
STEVENS, SHAWN	89590.36
STEWART, JEROME	72404.43
STIVERS, SAMANTHA	4744.26
STONE, SAMANTHA	60269.08
STOTTS, BRENDA	47490.70
STROUD, RENE	56253.72
STROVERS, ERIC	107641.82
STUDY, JASON	84302.51
SUNDEEN, ALLISON	2533.15
SUNDERMANN, JOHN	7935.00
SWANSON, HEIDI	11591.17
SWOLLEY, LINDA	69095.88
TEMEYER, DANIEL	75355.74
THOMAS, CORY	58058.39
THOMAS, CRAIG	89120.38
THOMAS, TAYLOR	66318.96
THOMPSON, LYN DZE	82297.63
THOMPSON, RANDALL	79473.12
THOMPSON, RYAN	34911.15
THOMSEN, SARA	49434.91
TIMM, CAROL	33006.95
TODD, TIMOTHY	58084.30
TOLL, GERALD	4856.00
TORRES, LILIA	126.56
TORRES, MARIA	25462.37
TOTUSEK, MALLORY	50319.53
TOWNSEND, DANIEL	58605.72
TOWNSEND, HEATHER	77152.38
TRANMER, ANTHONY	67369.59
TRANMER, WHITNEY	70658.11
TREANTOS, KRISTINA	88486.51
TRUJILLO, LUIS	52267.92
TURPEN, MARY JO	40351.96
UNRUH, JOSHUA	57653.45
VANDERVORT, SCOTT	68485.93
VANSOELEN, THOMAS	51320.17
VOLKENS, LEE	78755.25
VOSS, LEA	86281.04
WACHTER, JOY	58756.39
WAGNER, BRIAN	59886.63
WALKER, ANGELA	68384.49
WALKER, JEFFREY	58137.61
WALKER, JOHN	57862.97
WALLNER, ERIC	83106.46
WALLNER, JENNIFER	40516.94
WALTON, TIMOTHY	203.08
WARNKE, JANICE	41120.66
WARREN, JEREMY	61582.90
WATSON, SUZANNE	96541.23
WATTS, JAMIE	63351.77
WAUGH, LARA	35893.73
WEATHERILL, DANIEL	70100.07
WEBER, CHRISTOPHER	85376.02
WEDE, LYDIA	3130.88
WEHRLI, SONJA	10980.04
WELCH, JOSEPH	69912.65
WESSELS, BRETT	86202.28
WHITE, MATTHEW	70160.39
WHITE, ORAL	106576.38
WHITTINGTON, DOUGLAS	68351.02
WICHMAN, TIMOTHY	46984.97

WICKERSHAM, KIMBERLY	36191.39
WICKMAN, JOHN	100.00
WIESE, CARL	18840.14
WIESE, MATTHEW	45808.52
WIESE, NATASHA	3554.71
WILBER, MATTHEW	140113.60
WILCOX, KENNETH	58491.36
WILCOXON, NATHAN	69623.50
WILKE, PAMELA	50729.79
WILLADSEN, DILLON	923.28
WILLIAMS, CONNOR	3500.00
WILSON, BILLY	56708.84
WILSON, DANIEL	57235.03
WILSON, DIXIE	44455.36
WILSON, JAY	69485.34
WILSON, JOHN	72539.02
WINCHELL, STEPHEN	89626.19
WINDHAM, JESSE	62558.70
WIRT, MEGAN	65661.81
WITTE, PHILIP	60258.91
WOHLERS, KODY	60488.84
WOOD, KRISTINE	81221.08
WOODBURY, REX	76521.11
WOODS, KENA	53030.62
WRIGHT, JONI	38288.78
WYANT, MATTHEW F	168117.21
WYANT, MATTHEW A	69935.90
YBARRA, ALLYSON	9880.68
YOST, KRISTEN	5491.00
ZELAYA HERNANDEZ, JESSY	1327.34

I, Melvyn J Houser , Auditor of Pottawattamie
County, verify wages listed have been paid by
Pottawattamie County for 2020 year.



Scheduled Sessions

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

Second Consideration of **Ordinance No. 2021-01**, AN ORDINANCE to amend Chapter 8 of the Pottawattamie County, Iowa Zoning Ordinance, by adding a provision that temporary roadside fireworks stands and Christmas tree lots are a principal use in the class I-1 (General Industrial) District; and to adopt said **Ordinance No. 2021-01** into law.

RECORDER'S COVER SHEET

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County
Ordinance #2021-01

**POTTAWATTAMIE COUNTY, IOWA
ORDINANCE NO. 2021-01**

AN ORDINANCE to amend Chapter 8, of Pottawattamie County, Iowa Zoning Ordinance, by adding provisions that Temporary roadside fireworks stands and Christmas tree lots, when approved by the Development Director for a specified time period, after which they shall be disassembled and removed at the end of the authorized period each year are a principal use in the I-1 District.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA

SECTION 1 - AMENDMENTS: That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 8.055.020.20 T., Principal Use in the I-1 (General Industrial) District:

8.055.020.20 PRINCIPAL USES: The following principal uses shall be permitted in a Class I-1 District:

- I. Temporary roadside fireworks stands and Christmas tree lots, when approved by the Development Director for a specified time period, after which they shall be disassembled and removed at the end of the authorized period each year.

SECTION 2 - SEVERABILITY: That should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not effect that validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 3 - REPEAL OF CONFLICTING ORDINANCES: That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4 - EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED .

ROLL CALL VOTE

AYE	NAY	ABSTAIN	ABSENT
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Scott Belt, Chairman

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Justin Schultz

Lynn Grobe

Brian Shea

Tim Wichman

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



NOTICE OF PUBLIC HEARING PUBLISHED:	February 18, 2021
BOARD OF SUPERVISORS PUBLIC HEARING:	February 23, 2021
FIRST CONSIDERATION:	February 23, 2021
SECOND CONSIDERATION:	March 2, 2021
PUBLICATION:	March 11, 2021
RECORD:	March 12, 2021

TO: Board of Supervisors
FROM: Pam Kalstrup, Zoning & Land Use Coordinator
DATE: February 18, 2021
RE: Case #ZTA-2021-01

APPLICANT: Collin Piti

PROPERTY OWNER: Jack Barta Trust

REQUEST: Zoning text to amend the Pottawattamie County, Iowa, Zoning Ordinance, Section 8.055.020.20 T., Principal Uses for the Class I-1 (General Industrial) District, by adding I. Temporary roadside fireworks stands and Christmas tree lots, when approved by the Development Director for a specified time period, after which they shall be disassembled and removed at the end of the authorized period each year.

Temporary roadside fireworks stands and Christmas tree lots are principal uses in the C-1 (Highway Commercial) and C-2 (General Commercial) Zoning Districts.

There are 17 properties zoned I-1 in the County. **Attachment 1** shows those properties (labeled I-1 in purple).

The State Fire Marshal is responsible for enforcing Iowa Administrative Code 661-265 Consumer Fireworks Sales Licensing and Safety Standards. **Attachment 2.**

Attachment 3 is Pottawattamie County's current I-1 (Limited Industrial) District Zoning Ordinance.

Although you are voting on whether to approve or deny the Zoning Text Amendment and are not approving or denying a specific site, the applicant requesting this amendment proposes a temporary fireworks stand on Old Mormon Bridge Road approximately 3/4 of a mile west of Crescent City Limits. Properties in the immediate area are a mixture of industrial and agricultural ground. There is one residential property across the road.



Application:

ZTA 2021 01

FORM #706

FOR OFFICE USE ONLY - RECEIPT # _____

POTTAWATTAMIE COUNTY, IOWA
ZONING TEXT AMENDMENT APPLICATION

SUBJECT TO COMMENT	NAME	Jack Barta Trust	
	Mailing Address	224 N Park Ave.	Fremont, NE 68025
PROPOSED AMENDMENT	OWNER'S CONTACT (NAME AND PHONE NUMBER)	<input type="checkbox"/> Home <input type="checkbox"/> Office	Phone # 402-753-2600
	NAME	Collin Piti	City/County/Parish/State/Zip
PROPOSED AMENDMENT	Mailing Address	224 N Park Ave.	Fremont, NE 68025
	Phone #	collin@sawx.com	City/County/Parish/State/Zip 402-206-8745
PROPOSED AMENDMENT	Proposed Use	Temporary roadside fireworks stands and Christmas tree lots, when approved by the Development Director for a specified time period, after which they shall be disassembled and removed at the end of the authorized period each year.	
	Reason for Proposed Change	We would like to use this land to open a second location for Boom Barn Discount Fireworks. We started this business 5 years ago and it has steadily grown of our only location in Jefferson, SD. If approved we will open this second location for the 2021 selling season.	

ATTACHED TO THIS APPLICATION IS THE FOLLOWING DOCUMENTATION AND/OR ATTACHMENTS:

A. Supporting Documentation
 B. Filing Fee-Checks are to be made payable to "Pottawattamie County Treasurer"

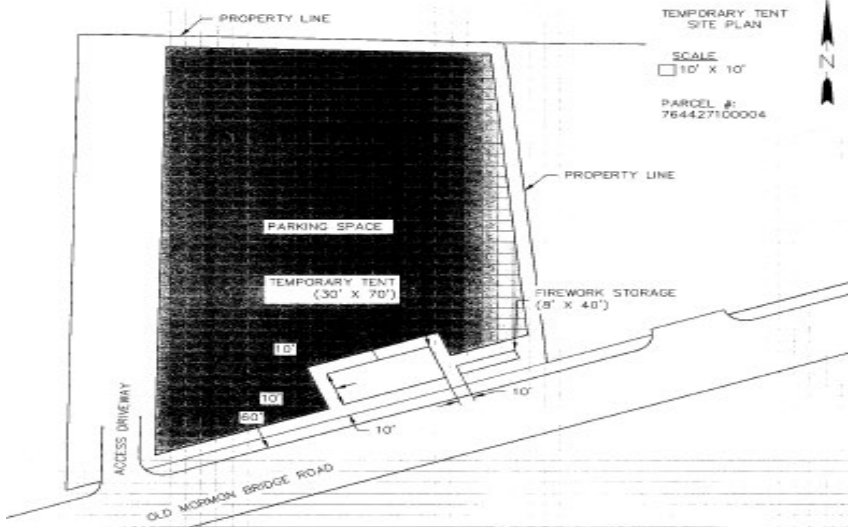
Please make be certain that you want to proceed with this project when you submit your application. The fees that you submit are not refundable once the application is submitted.

I CERTIFY

THE FACTS I HAVE PRESENTED ABOVE ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

APPLICANT	Signature	Date
	<i>Jack Barta</i>	12/7/20

Site Plan:



The applicant has had conversation with the State Fire Marshal's office and the County Engineer – see correspondence below:

Pam,

As discussed, please see below a summary of the fireworks licensing process that we will pursue if the amendment is approved:

I had an extensive conversation with the Iowa State Fire Marshal's Office concerning the licensing requirements and now feel I have a good understanding of the process. The Iowa State Fire Marshall begins accepting applications for retail fireworks licenses on February 1 of each year. Should our Zoning Text Amendment be approved, we expect to submit our application shortly that. Along with the application and fee payments, we will also submit internal and external site plans for the temporary structure (tent) that we plan to put up and proof of commercial general liability insurance in accordance with Iowa Administrative Rule 661-265.24(1). Should our licensing application and site plans be approved, we will then be issued a license, which occurs on a rolling / first come first serve basis. The final step prior to officially opening for business is an inspection of the site, which we will schedule after setting everything up (tent, tables, product, fire extinguishers, etc.) and before opening for business.

I also spoke with John Rasmussen, the County Engineer for the Secondary Roads Department. I explained our filing for a Zoning Text Amendment and our plans to have a fireworks tent on the property next summer. He said that he has no issue with the plan or the current entrance to the property, as long as no one is parking on the highway. I told him that the property is big enough that we will have a full parking lot and will ensure that no one is parking on the highway.

Please let me know if there is anything else you need. Thank you!

Collin Piti

COMMISSION

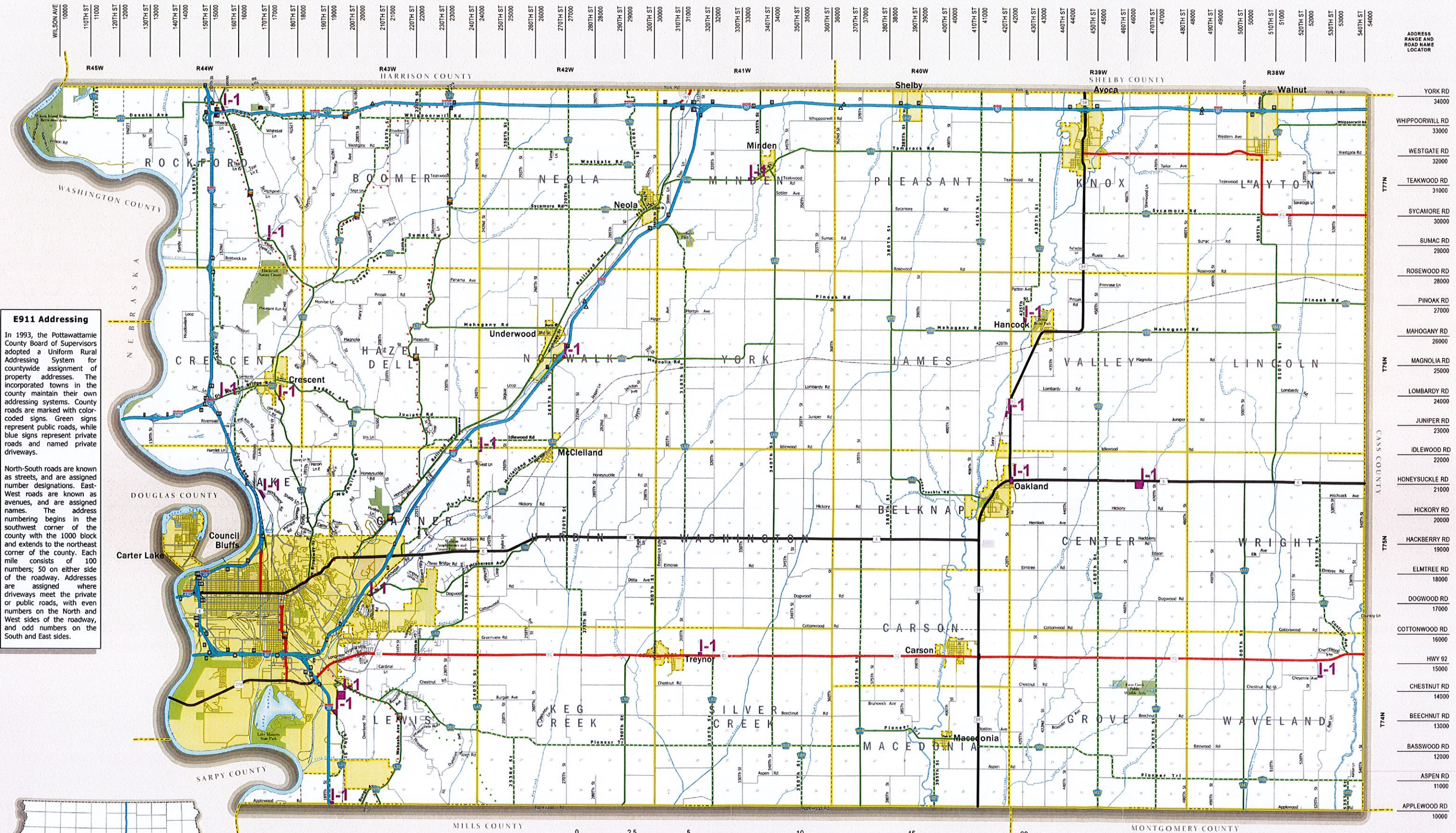
RECOMMENDATION: On February 8, 2021 the Planning Commission conducted their public hearing on this request and made the following recommendation:

Motion: to recommend that the request of Jack Barta Trust, as filed under Case #ZTA-2021-01, be approved as submitted.

Motion by: Wede.

Second by: Leaders.

Vote: Ayes – Leaders, B. Larson, Wede, Silkworth. Motion Carried.



WILSON AVE 10000
110TH ST 11000
120TH ST 12000
130TH ST 13000
140TH ST 14000
150TH ST 15000
160TH ST 16000
170TH ST 17000
180TH ST 18000
190TH ST 19000
200TH ST 20000
210TH ST 21000
220TH ST 22000
230TH ST 23000
240TH ST 24000
250TH ST 25000
260TH ST 26000
270TH ST 27000
280TH ST 28000
290TH ST 29000
300TH ST 30000
310TH ST 31000
320TH ST 32000
330TH ST 33000
340TH ST 34000
350TH ST 35000
360TH ST 36000
370TH ST 37000
380TH ST 38000
390TH ST 39000
400TH ST 40000
410TH ST 41000
420TH ST 42000
430TH ST 43000
440TH ST 44000
450TH ST 45000
460TH ST 46000
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490TH ST 49000
500TH ST 50000
510TH ST 51000
520TH ST 52000
530TH ST 53000
540TH ST 54000

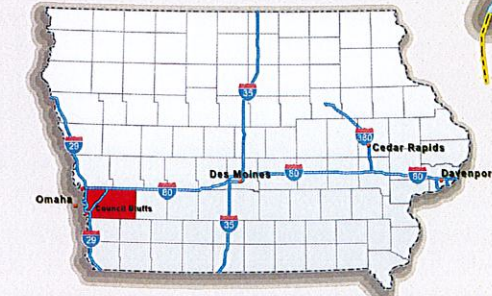
ADDRESS RANGE AND ROAD NAME LOCATOR

YORK RD 34000
WHIPPOORWILL RD 33000
WESTGATE RD 32000
TEAKWOOD RD 31000
SYCAMORE RD 30000
SUMAC RD 29000
ROSEWOOD RD 28000
PINOAK RD 27000
MAHOGANY RD 26000
MAGNOLIA RD 25000
LOMBARDY RD 24000
JUNIPER RD 23000
IDLEWOOD RD 22000
HONEYSUCKLE RD 21000
HICKORY RD 20000
HACKBERRY RD 19000
ELMTREE RD 18000
DOGWOOD RD 17000
COTTONWOOD RD 16000
HWY 92 15000
CHESTNUT RD 14000
BEECHNUT RD 13000
BASSWOOD RD 12000
ASPEN RD 11000
APPLEWOOD RD 10000

E911 Addressing

In 1993, the Pottawattamie County Board of Supervisors adopted a Uniform Rural Addressing System for countywide assignment of property addresses. The incorporated towns in the county maintain their own addressing systems. County roads are marked with color-coded signs. Green signs represent public roads, while blue signs represent private roads and named private driveways.

North-South roads are known as streets, and are assigned number designations. East-West roads are known as avenues, and are assigned names. The address numbering begins in the southwest corner of the county with the 1000 block and extends to the northeast corner of the county. Each mile consists of 100 numbers; 50 on either side of the roadway. Addresses are assigned where driveways meet the private or public roads, with even numbers on the North and West sides of the roadway, and odd numbers on the South and East sides.



LEGEND

- ▲ REST AREA
- SCENIC OVERLOOK
- EXITS
- LOESS HILLS SCENIC BYWAY
- CITY ROAD
- CITY ARTERIAL ROAD
- LOCAL ROAD
- LOCAL ARTERIAL ROAD
- COUNTY ROUTE
- US HIGHWAY
- INTERSTATE
- STATE HIGHWAY/ARTERIAL
- NON-PAVED ROAD
- WABASH TRAIL
- SCENIC BYWAYS
- RAILROADS
- STREAM OR RIVER
- LAKE OR RIVER
- TOWNSHIP BOUNDARY
- POLITICAL TOWNSHIP BOUNDARY
- CITY BOUNDARY
- COUNTY BOUNDARY
- PARKS
- SCHOOL
- AIRPORT
- Zoning

This map was produced by the Pottawattamie County GIS Dept. Cartography by Bill Shradler. Funded by the Board of Supervisors.
Web: gis.pottawattamie-county-ia.gov
Email: gis@pottawattamie-county-ia.gov
Publisher's Notice
The information herein is intended to be an accurate representation of existing records. Pottawattamie County assumes no liability for errors or omissions.



Attachment 1

CHAPTER 265

CONSUMER FIREWORKS SALES LICENSING AND SAFETY STANDARDS

DIVISION I
SAFETY STANDARDS

661—265.1(100) Sale of consumer fireworks—safety standards. Any retailer or community group offering for sale at retail any first-class or second-class consumer fireworks, as described in American Pyrotechnics Association (APA) Standard 87-1, as published in December 2001, shall do so in accordance with the National Fire Protection Association (NFPA) Standard 1124, published in the Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles, 2006 edition (hereinafter referred to as “APA 87-1” and “NFPA 1124,” respectively).
[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.2 to 265.9 Reserved.

DIVISION II
CONSUMER FIREWORKS SALES—RESTRICTIONS

661—265.10(100) Sales allowed. A retailer or community group that is issued a license pursuant to this chapter is authorized to sell consumer fireworks as defined in this chapter. However, sales are permitted only as follows.

265.10(1) Prohibited sale or transfer to persons under 18 years of age.

a. A retailer or community group shall not transfer consumer fireworks, as described in APA 87-1, chapter 3, to a person who is under 18 years of age.

b. A person, firm, partnership or corporation shall not sell consumer fireworks to a person who is less than 18 years of age.

265.10(2) Exceptions for persons under 18 years of age.

a. A retailer selling or offering for sale consumer fireworks as described in APA 87-1, chapter 3, shall supervise any employees who are less than 18 years of age who are involved in the sale, handling, or transport of consumer fireworks in the course of their employment for the retailer.

b. A community group selling or offering for sale consumer fireworks as described in APA 87-1, chapter 3, shall ensure that any persons who are less than 18 years of age who are involved in the sale, handling, or transport of consumer fireworks by the community group, whether the persons less than 18 years of age are paid or unpaid, shall do so under the direct supervision of an adult member of the community group.

265.10(3) Safety requirements—storage and retail sales. A retailer or community group selling consumer fireworks as described in APA 87-1, chapter 3, shall do so in accordance with NFPA 1124, published in the Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles, 2006 edition.

265.10(4) Dates of sale.

a. Permanent building. A retailer or community group may sell consumer fireworks as described in APA 87-1, chapter 3, at a permanent building only between June 1 and July 8 and between December 10 and January 3 each year, all dates inclusive.

b. Temporary structure. A retailer or community group may sell consumer fireworks as described in APA 87-1, chapter 3, at a temporary structure between June 13 and July 8 each year, both dates inclusive.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.11 to 265.19 Reserved.

DIVISION III
CONSUMER FIREWORKS RETAILER LICENSING

661—265.20(100) Definitions. The following definitions apply to Division III.

“*APA 87-1*” means the American Pyrotechnics Association Standard 87-1, as published in December 2001.

“*Community group*” means a nonprofit entity that is open for membership to the general public and is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code or a fraternal benefit society, as that term is defined in Iowa Code section 512B.3.

“*First-class consumer fireworks*” means the following consumer fireworks, as described in APA 87-1, chapter 3:

1. Aerial shell kits and reloadable tubes.
2. Chasers.
3. Helicopter and aerial spinners.
4. Firecrackers.
5. Mine and shell devices.
6. Missile-type rockets.
7. Roman candles.
8. Sky rockets and bottle rockets.
9. Multiple tube devices as described in this definition of first-class consumer fireworks that are manufactured in accordance with APA 87-1, section 3.5.

“*NFPA 1124*” means the National Fire Protection Association (NFPA) Standard 1124, published in the Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles, 2006 edition.

“*Retailer*” means the same as defined in Iowa Code section 423.1.

“*Second-class consumer fireworks*” means the following consumer fireworks, as described in APA 87-1, chapter 3:

1. Cone fountains.
2. Cylindrical fountains.
3. Flitter sparklers.
4. Ground and hand-held sparkling devices, including multiple tube ground and hand-held sparkling devices that are manufactured in accordance with APA 87-1, section 3.5.
5. Ground spinners.
6. Illuminating torches.
7. Toy smoke devices that are not classified as novelties pursuant to APA 87-1, section 3.2.
8. Wheels.
9. Wire or dipped sparklers that are not classified as novelties pursuant to APA 87-1, section 3.2.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.21(100) License fee schedule. The following license fees shall be paid before issuance of a license for the retail sale of consumer fireworks.

265.21(1) Permanent building—retailer—first-class consumer fireworks. The annual fee is \$1,000 for a retailer at a permanent building who devotes 50 percent or more of the retailer’s retail floor space to the sale or display of first-class consumer fireworks.

265.21(2) Temporary structure—retailer—first-class consumer fireworks. The annual fee is \$500 for a retailer at a temporary structure who devotes 50 percent or more of the retailer’s retail floor space to the sale or display of first-class consumer fireworks.

265.21(3) Retailer—first-class consumer fireworks—less than 50 percent of retail space. The annual fee is \$400 for a retailer who devotes less than 50 percent of the retailer’s retail floor space to the sale or display of first-class consumer fireworks.

265.21(4) Community group—first-class consumer fireworks. The annual fee is \$400 for a community group that offers for sale, exposes for sale, or sells first-class consumer fireworks.

265.21(5) Retail sale of both first-class consumer fireworks and second-class consumer fireworks. A license issued for the retail sale of first-class consumer fireworks allows the retailer or community group to sell or offer for sale both first-class consumer fireworks and second-class consumer fireworks at the same location. The license fee shall be based on the percentage of the retail space devoted to the sale of first-class fireworks.

265.21(6) Retailer or community group—license for second-class fireworks only. The annual fee is \$100 for a community group that offers for sale, exposes for sale, or sells second-class consumer fireworks but not first-class consumer fireworks. A license issued for the sale of second-class consumer fireworks does not allow the community group to sell or offer or expose for sale any first-class consumer fireworks.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.22(100) Fees collected.

265.22(1) Administrative license fee. A nonrefundable administrative fee of \$100 is required with every application for a consumer fireworks retail sales license. The \$100 fee will be applied to the license fee if the license is issued.

265.22(2) Changing license class or amount. If a retailer or consumer group is issued a license for the retail sale of one class or amount of consumer fireworks, and changes to a class or amount that requires a higher license fee, the retailer or consumer group shall pay only the difference in the two fees. The license for the lower class will be invalid after the issuance of the new license.

265.22(3) No refund after issuance. Payment is final when the license is issued, and the fee will not be refunded.

[ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.23(100) Consumer fireworks retail sales license.

265.23(1) Application period. The state fire marshal will begin accepting applications for consumer fireworks retail sales licenses beginning March 1 of each year. The license applications for permanent sites will be processed before the applications for temporary sites. Complete applications will be processed in the order they are submitted.

265.23(2) Application form and instructions. The application for a license for retail sales of first-class consumer fireworks or second-class consumer fireworks, or both first-class consumer fireworks and second-class consumer fireworks, shall be made to the state fire marshal. The application form and instructions may be found on the state fire marshal website at www.dps.state.ia.us/fm/building/licensing/consumerfireworksindex.shtml.

265.23(3) Application requirements. Applications and the accompanying plans must include all required information and must be prepared in accordance with the application instructions. An application will not be processed until all required information is received in the form required by the instructions. If any required information is illegible or incomplete, that application will not be processed and a new application with all of the required information must be submitted. The state fire marshal's office may, in its discretion, allow an applicant to provide missing information without submitting a new application.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.24(100) Submittal of application and required information.

265.24(1) The following must be submitted to the state fire marshal's office:

- a. The completed application, signed by the owner, officer, director, or another person authorized to sign documents on behalf of the retailer or community group.
- b. Document(s) that establish that the applicant is either a community group or retailer.
- c. The plan(s) for each retail sales location, including any permanent or temporary building or structure.
- d. The plan(s), including any required site plan(s) for the location(s) and for any building(s) or structure(s), whether permanent or temporary, that will be used for the storage of consumer fireworks.
- e. All plans and drawings must be legible and include all required information and measurements.

f. Proof that the applicant has obtained commercial general liability insurance with minimum per-occurrence coverage of at least \$1 million and aggregate coverage of at least \$2 million.

g. The applicable license fee.

265.24(2) Updating contact information. If any of the contact information for the retailer or community group changes during the period that the license is valid, that information shall be updated and submitted to the state fire marshal's office within five working days of when the information changed.

[ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.25(100) Fireworks site plan review and approval.

265.25(1) Plan approval.

a. A license is required for each location where the retail sales of consumer fireworks are conducted. The plan(s) for each retail sales location, including any permanent or temporary building or structure, and for each building or structure used for the storage of fireworks must be submitted.

b. Every location where the retail sales of consumer fireworks take place or where consumer fireworks are stored, including any permanent or temporary building(s) or structure(s), must do so in accordance with NFPA 1124.

c. The retailer or community group shall also submit to the state fire marshal's office the proposed plan(s), including any required site plan(s) for the location(s) and for any building(s) or structure(s), whether permanent or temporary, that will be used for the storage of fireworks.

d. The plan(s) will be reviewed to determine whether it is in accordance with NFPA 1124. If the plan(s) is incomplete or noncompliant, the retailer or community group will receive notification of deficiencies that need to be corrected.

NOTE: Regarding the incorporation of the reference to NFPA 102, 1995 edition, Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures into NFPA 1124 concerning tents and membrane structures, Sections 7.3.5 and 7.4.8.1.2 of NFPA 1124 should be read together with Section A.7.4.8.1.2 in the Explanatory Material in Annex A to NFPA 1124 and used for the purposes of (1) determining the requirements for the means of egress in tents and membrane structures except as modified by Section 7.3.14 of NFPA 1124 for special requirements for the retail sales of consumer fireworks, and (2) to prohibit the use, discharge, or ignition of fireworks within the tent or membrane structure. The other provisions of NFPA 1124, including the sections relating to the retail sales of consumer fireworks in tents or membrane structures, remain applicable.

265.25(2) Plans not required. In the discretion of the state fire marshal, plans may not be required in the following circumstances:

a. For permanent buildings or temporary structures in which only exempt amounts of first-class or second-class consumer fireworks are offered for sale, pursuant to section 7.3.1, NFPA 1124. The licensee shall make current product inventory information available to the state fire marshal upon request.

b. For permanent buildings that were licensed in the previous year and for which there have been no changes to the site, building or floor plan. If any changes have been made, a new or updated plan shall be submitted.

c. For permanent buildings which are currently classified as a retail occupancy and in which second-class consumer fireworks are the only fireworks are offered for sale.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.26(100) Plan review and inspection—guidelines.

265.26(1) Inspections.

a. Any retailer or community group offering for sale at retail any consumer fireworks, as described in APA 87-1, shall do so in accordance with NFPA 1124. Every location and any building or structure where the retail sales of consumer fireworks are conducted or where consumer fireworks are stored is subject to an inspection. In the discretion of the state fire marshal, precense inspections may not be required in the following circumstances:

(1) For permanent buildings or temporary structures in which only exempt amounts of first-class or second-class consumer fireworks are offered for sale, pursuant to section 7.3.1, NFPA 1124. The licensee shall make current product inventory information available to the state fire marshal upon request.

(2) For permanent buildings that were licensed in the previous year and for which there have been no changes to the site, building or floor plan. If any changes have been made, then a new or updated plan shall be submitted.

b. State licensing inspections shall only be conducted by persons approved by the state fire marshal. The inspection form shall be approved by the state fire marshal and will be available only to approved inspectors.

c. Each location, including the building(s) or structure(s) where the retail sales of consumer fireworks will be conducted or are conducted or where consumer fireworks are stored, must pass the state licensing inspection when conducted. Each location, including the building(s) or structure(s) must pass all elements of the inspection as conducted.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.27(100) Issuance and display of license. The submitted application, any additional documents and information, and the completed inspection form shall be reviewed by the state fire marshal's office.

265.27(1) If all of the requirements are met and the correct license fee is paid, the state fire marshal shall issue the license. The license will be sent by email or can be downloaded from the state fire marshal's website at www.dps.state.ia.us/fm/building/licensing/consumerfireworksindex.shtml. The license shall be effective for the applicable date(s) for the sales of consumer fireworks.

265.27(2) The license must be clearly displayed at the location where the retail sales of consumer fireworks for which the license was issued are conducted.

[ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.28(100) Unauthorized use of license. Only the retailer or the community group which is issued the license may use that license for the retail sales of consumer fireworks. Each license will be issued for a specific location. The license may not be transferred to or used at any other location.

265.28(1) If the retailer or community group to which the license is issued changes the location where the retail sale of consumer fireworks will be sold, the retailer or community group shall submit a new application and all required information for the new site and pay the applicable license fee. The application must be reviewed and approved in order for a new license to be issued.

265.28(2) The licensed retailer or community group or the authorized representative of the licensed retailer or community group must be personally present at all times when consumer fireworks are being sold.

265.28(3) No unlicensed retailer, community group, person, group of people, business, or other for-profit or nonprofit entity may use the license issued to another retailer or community group for the retail sales of consumer fireworks, unless the licensed retailer or community group or the authorized representative of the licensed retailer or community group is personally present at all times when consumer fireworks are being sold.

[ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.29 Reserved.

DIVISION IV
CONSUMER FIREWORKS WHOLESALER REGISTRATION

661—265.30(100) Definitions. The following definitions apply to Division IV.

"*Consumer fireworks*" means first-class consumer fireworks and second-class consumer fireworks, as those terms are defined in Iowa Code section 100.19.

"*NFPA 1124*" means the National Fire Protection Association (NFPA) Standard 1124, published in the Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles, 2006 edition.

“Wholesaler” means a person who engages in the business of selling or distributing consumer fireworks for the purpose of resale in this state.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.31(100) Annual registration. Each wholesaler shall register with the state fire marshal annually.

265.31(1) Registration process. Each wholesaler shall complete the annual registration form and submit the form to the state fire marshal’s office. The registration form and instructions may be found on the state fire marshal website at www.dps.state.ia.us/fm/building/licensing/consumerfireworksindex.shtml.

265.31(2) Registration fee. Each wholesaler shall pay an annual registration fee of \$1,000 to the state fire marshal.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.32(100) Safety regulations—storage and transfer. Each wholesaler shall comply with all of the requirements of NFPA 1124 for the storage and transfer of consumer fireworks.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.33(100) Insurance—required. While operating as a wholesaler, each wholesaler shall maintain commercial general liability insurance with minimum per-occurrence coverage of at least \$1 million and aggregate coverage of at least \$2 million.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.34 to 265.39 Reserved.

DIVISION V
VIOLATIONS—LICENSE REVOCATION

661—265.40(100) Revocation of license. The consumer fireworks retail sales license granted to a retailer or community group shall be revoked upon a finding by the state fire marshal that the licensee intentionally violated any of the rules in Division III of this chapter.

265.40(1) Notice of violation. The state fire marshal, any paid or volunteer member of a fire department, or any law enforcement officer may investigate a complaint of a violation of the rules in Division III of this chapter. After a review of the investigation, the state fire marshal may issue a Notice of Violation and Order to Show Cause to the licensee. The Notice shall contain the date, time and place for the hearing before the division of the state fire marshal.

265.40(2) Hearing. A hearing on the violation shall be held before the division of the state fire marshal.

265.40(3) Findings. If, after a hearing on the Order to Show Cause, the division of the state fire marshal finds that the licensee intentionally violated any of the rules in Division III, the state fire marshal shall revoke the license or licenses of the retailer or community group for the retail sale of consumer fireworks.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.41(100) Petition for judicial review. The licensee may file a petition for judicial review of the decision of the division of the state fire marshal in accordance with the terms of the Iowa administrative procedure Act, Iowa Code chapter 17A.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.42(100) License revocation effective date. The revocation of the license or licenses for the retail sale of consumer fireworks commences on the thirty-first day after the date of the order of the division of the state fire marshal, if a petition for judicial review has not been filed in the district court. If the licensee has filed a petition for judicial review, the revocation of the license or licenses for the

retail sale of consumer fireworks commences on the thirty-first day following the entry of the order of the district court, if the order affirms the order of the division of the state fire marshal.
 [ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.43(100) Revocation—denial of new license. A new license shall not be issued to a person whose license has been revoked or to the business in control of the premises on which the violation occurred for a period of one year if there is a finding that the owner of the business had actual knowledge of the violation resulting in the license revocation.
 [ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.44 to 265.49 Reserved.

DIVISION VI
 FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES GRANT PROGRAM

661—265.50(100) Consumer fireworks fee fund. All fees received from the licenses issued for the retail sale of consumer fireworks and the annual registration fees received from wholesalers of consumer fireworks shall be deposited into the consumer fireworks fee fund pursuant to Iowa Code section 100.19. The state fire marshal shall use the fees deposited into this fund to fulfill the responsibilities of the state fire marshal for the administration and enforcement of Iowa Code sections 100.19 and 100.19A.
 [ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

661—265.51(100) Local fire protection and emergency medical service providers grant program. The local fire protection and emergency medical service providers grant program is established by the state fire marshal. The grant program shall be funded with only those moneys from the consumer fireworks fee fund which are not needed by the state fire marshal to fulfill the responsibilities of the state fire marshal for the administration and enforcement of Iowa Code sections 100.19 and 100.19A.

265.51(1) Definitions. The following definitions apply to Division VI.

“Emergency medical services” means the same as defined in Iowa Code section 147A.1(5).

“Fire protection service” means volunteer or paid fire departments.

265.51(2) Authorized applicants. Any local fire protection service provider or local emergency medical service provider in the state of Iowa may apply for grant funds from the local fire protection and emergency medical service providers grant program.

265.51(3) Authorized purposes of grant funds. The grant funds in the local fire protection and emergency medical service providers grant program may only be used for the following:

- a. To establish or provide fireworks safety education programming to members of the public.
- b. To purchase necessary enforcement, protection, or emergency response equipment related to the sale and use of consumer fireworks in this state.

265.51(4) Application. The application for grant funds shall be made to the state fire marshal. The application form may be found at www.dps.state.ia.us/fm/building/licensing/consumerfireworksindex.shtml. Applications must be received on or before June 30 of each year. The application shall include all of the following:

a. The application shall be signed by a person who is an official, owner, or another person who has authorization to sign on behalf of the fire protection service or the emergency medical service provider entity.

b. The specifics of the proposed use of the grant funds.

(1) If the application is for equipment, the applicant should include a detailed description of the equipment, the company or entity from which the purchase will be made, the cost, and a justification as to how this equipment purchase fits the purposes of the grant program.

(2) If the application is for safety education programming, the application shall include a detailed description of the programming, the specific people who will be providing the programming, and a description of the materials to be purchased and used.

c. The amount of grant funds requested.

265.51(5) Approval of application. The state fire marshal shall review the application and determine whether to make the award of grant funds. The state fire marshal has the sole discretion in determining whether or not to award funds from the grant program to the applicant and the amount of funds awarded to each applicant. Factors to be considered in making an award of grant funds include, but are not limited to:

- a. The amount of grant funds available.
- b. The number of applicants for grant funds.
- c. The proposed use of the grant funds and whether the use is consistent with the approved program purposes.
- d. Whether the applicant has previously been approved for grant funds from this program.
- e. The applicant's use of any previous grant funds received from the program.

265.51(6) Report required. All grant recipients shall file a report with the state fire marshal that lists the amount of grant funds received and the purpose(s) for which the grant funds were spent. The state fire marshal may conduct an inspection or audit to determine compliance with the rules and purposes of the grant program, in addition to any other authorized audits.

[ARC 3124C, IAB 6/21/17, effective 5/31/17; ARC 3592C, IAB 1/17/18, effective 2/21/18]

These rules are intended to implement Iowa Code sections 100.19 and 100.19A

[Filed Emergency ARC 3124C, IAB 6/21/17, effective 5/31/17]

[Filed ARC 3592C (Notice ARC 3123C, IAB 6/21/17), IAB 1/17/18, effective 2/21/18]

CHAPTER 8.055

LIMITED INDUSTRIAL DISTRICT

8.055.010 INTENT: The Class I-1 District is intended primarily to provide for those activities and used of a limited industrial nature which are either free of objectionable influences in their operations and appearance or which can, through the use of appropriate abatement devices, readily prevent or control any such objectionable be influences. Land requirements for most limited industrial uses generally dictates its application along major streets and highways, railroad lines, and other major transportation corridors of the County which generally lie close to commercial and industrial districts. (Ordinance #2015-05/12-18-2015)

8.055.020 PRINCIPAL USES: The following *principal uses* shall be permitted in a Class I-1 District: (Ordinance #81-6/10-01-81)

- .01 A
 - A. Auction halls, barns and yards. (Ordinance #81-6/10-01-81)
 - B. Automobile and other vehicle parts and supply stores. (Ordinance #81-6/10-01-81)
 - C. Automobile and other vehicle washing establishments, including the use of mechanical conveyors, blowers and steam cleaning, and including self-service facilities. (Ordinance #81-6/10-01-81)
 - D. Automobile, boat, farm implement and equipment, motorcycle, mobile home, trailer and truck sales, rental and service. (Ordinance #81-6/10-01-81)
- .02 B
 - A. Bag, carpet and rug cleaning, provided necessary equipment is installed and operated for effective precipitation or recovery of dust. (Ordinance #81-6/10-01-81)
 - B. Bakeries, other than those whose products are sold at retail only on the premises. (Ordinance #81-6/10-01-81)
 - C. Bottling plants. (Ordinance #81-6/10-01-81)
 - D. Business and professional offices. (Ordinance #81-6/10-01-81)
- .03 C
 - A. Carpenter and cabinet making shops. (Ordinance #81-6/10-01-81)
 - B. Catering establishments. (Ordinance #81-6/10-01-81)
 - C. Circus, carnivals or similar transient enterprises; provided such structures or buildings shall be at least two hundred (200) feet from any Class "R" District or platted residential subdivision. (Ordinance #2004-14/07-01-04)

- D. Clothes dry cleaning and/or dyeing establishments using flammable cleaning fluids with a flash point higher than one hundred (100) degrees Fahrenheit. (*Ordinance #81-6/10-01-81*)
 - .E. Coal, coke or wood yards. (*Ordinance #81-6/10-01-81*)
 - F. Commercial baseball fields, swimming pools, skating rinks, golf driving ranges, miniature golf courses, trampoline centers and similar open recreational uses and facilities. (*Ordinance #81-6/10-01-81*)
 - G. Commercial parking lots and structures for passenger vehicles in accordance with the provisions of Chapter 8.080. (*Ordinance #81-6/10-01-81*)
 - H. Commercial storage warehouses and mini-warehouses. (*Ordinance #81-6/10-01-81*)
 - I. Concrete mixing plants, and concrete product manufacturing; provided no residential street shall be used for delivery trucks for ingress to or egress from the plant. (*Ordinance #81-6/10-01-81*)
 - J. Contractor's equipment storage yards, including storage yards for commercial vehicles. (*Ordinance #81-6/10-01-81*)
 - K. Convenience stores, including package foods and picnic supplies. (*Ordinance #81-6/10-01-81*)
 - L. Cooperage works. (*Ordinance #81-6/10-01-81*)
 - M. Creameries, including wholesale manufacturing of ice cream. (*Ordinance #81-6/10-01-81*)
- .04 D
- A. *Demolition rubble waste disposal sites*, provided that no such disposal site shall be located closer than two (2) miles to the corporate limits of any municipality having a population of greater than 25,000, according to the latest federal census. (*Ordinance #88-15/12-06-88*)
 - B. Drive-in theaters. (*Ordinance #81-6/10-01-81*)
- .05 E
- A. Egg and poultry stores, excluding any slaughtering eviscerating or plucking. (*Ordinance #81-6/10-01-81*)
 - B. Electrical repair shops. (*Ordinance #81-6/10-01-81*)
 - C. Enameling, lacquering or japanning. (*Ordinance #81-6/10-01-81*)

- D. Entertainment and recreational uses, including billiard and pool halls, bowling alleys, ballrooms and dance halls, gymnasiums and other indoor recreational uses and buildings. (*Ordinance #81-6/10-01-81*)
- E. Exterminator sales. (*Ordinance #81-6/10-01-81*)
- .06 F
 - A. Feed and seed sales and storage, including grain elevators. (*Ordinance #81-6/10-01-81*)
 - B. Frozen food lockers, excluding any slaughtering. (*Ordinance #81-6/10-01-81*)
 - C. Furniture warehouses and van services. (*Ordinance #81-6/10-01-81*)
- .07 G
 - A. Garages for general motor vehicle repair, including major body and fender work, and overall painting and upholstering, but not including motor vehicle wrecking or used parts yards or outside storage of component parts. (*Ordinance #81-6/10-01-81*)
 - B. Garden supply shops and nurseries. (*Ordinance #81-6/10-01-81*)
 - C. Governmental *structures* or uses including fire stations, libraries, police stations, post offices, substations and roadside rest areas; but excluding sanitary landfills or uses similar in their scope or effect. (*Ordinance #81-6/10-01-81*)
- .08 H
- .09 I
 - A. Ice manufacturing and cold storage plants. (*Ordinance #81-6/10-01-81*)
- .10 J
- .11 K
- .12 L
 - A. Laboratories, research, experimental, and control or testing; provided no operation shall be conducted, or equipment employed, which would create hazardous, noxious, or offensive conditions. (*Ordinance #81-6/10-01-81*)
 - B. Laundries, including linen and diaper supply services. (*Ordinance #81-6/10-01-81*)
 - C. Lawn mower repair shops. (*Ordinance #81-6/10-01-81*)

- .13
- D. Lumber yards and building material sales yards, including incidental mill work. (*Ordinance #81-6/10-01-81*)
 - M
 - A. Machinery sales, rental and repairs. (*Ordinance #81-6/10-01-81*)
 - B. Machine shops, including the use of lathes, drill presses and similar equipment on pre-formed metals, but not involving the use of drop hammers and other noise producing machine-operated tools. (*Ordinance #81-6/10-01-81*)
 - C. Manufacturing, assembling, packaging or other comparable treatment of electric, electronic or gas appliances, instruments and devices of any kind, including kitchen appliances; small industrial instruments and devices; radios, phonographs, and television sets; cameras and other photographic equipment; musical instruments, toys, novelties, and rubber and metal hand stamps; medical, dental and drafting instruments; small precision instruments, such as barometers, clocks, watches and compasses; and including the manufacturing of small accessory parts, such as coils, condensers, transformers, crystal holders and similar products. (*Ordinance #81-6/10-01-81*)
 - D. Manufacturing, assembling, painting and repair of electric and neon signs, and outdoor advertising signs and structures. (*Ordinance #81-6/10-01-81*)
 - E. Manufacturing, compounding, processing, assembling, packaging, or other comparable treatment of articles or merchandise derived from previously prepared materials, specifically listed as follows: bone, canvas, cardboard, cellophane, cloth, cord, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, natural or synthetic rubber, paper, plastic, precious or semi-precious metals or stones, shell, textiles, tobacco, wax, wood, yarns; and light metal mesh, pipe, rods, strips or wire. (*Ordinance #81-6/10-01-81*)
 - F. Manufacturing, processing, packaging, or other comparable treatment of drugs, general pharmaceutical products, cosmetics, perfume, and toiletries. (*Ordinance #81-6/10-01-81*)
 - G. Manufacturing, processing, packaging, or other comparable treatment of pottery, figurines or other similar ceramic products, using only previously pulverized clay and kilns fired only by electricity or gas. (*Ordinance #81-6/10-01-81*)
 - H. Milk distributing station, other than a retail business conducted on the premises. (*Ordinance #81-6/10-01-81*)
 - I. Monument sales yard. (*Ordinance #81-6/10-01-81*)
 - J. Motion pictures, radio, and television production studios and broadcasting stations, but not including antennas or towers. (*Ordinance #81-6/10-01-81*)

- K. Motor vehicle dismantling or recycling provided all portions of the operation shall be conducted within an enclosed building; that no metal shredders shall be used in connection with the operation; and that no burning of any portion of a motor vehicle is done on the site. (*Ordinance #81-6/10-01-81*)
- .14 N
- .15 O
- .16 P
- A. Packing and crating houses, excluding meat or fish products. (*Ordinance #81-6/10-01-81*)
- B. Parcel delivery services. (*Ordinance #81-6/10-01-81*)
- C. Photographic film printing or development establishments. (*Ordinance #81-6/10-01-81*)
- D. Plumbing and heating, or electrical contractor shops. (*Ordinance #81-6/10-01-81*)
- E. Photographic, lithographing and engraving shops, including blueprinting, photostating or other reproduction processes. (*Ordinance #81-6/10-01-81*)
- F. Processing, packaging, or other comparable treatment of bakery goods, candy, canned foods, processed dairy products, and other food products, except fish and meat products, sauerkraut, vinegar, yeast, and the rendering of refining of fats and oils. (*Ordinance #81-6/10-01-81*)
- G. Publishing and newspaper printing establishments, including bookbinding. (*Ordinance #81-6/10-01-81*)
- .17 Q
- .18 R
- A. Refrigeration equipment sales and services. (*Ordinance #81-6/10-01-81*)
- B. Rental yards for equipment customarily used by contractors. (*Ordinance #81-6/10-01-81*)
- C. Restaurants, cafes, and drive-in eating and dining places. (*Ordinance #81-6/10-01-81*)
- .19 S
- A. Safe and vault repair. (*Ordinance #81-6/10-01-81*)
- B. Service stations, including dispensing of diesel fuels and complete truck service. (*Ordinance #81-6/10-01-81*)

- C. Sexually oriented businesses, subject to the terms of Chapter 3.55, Sexually Oriented Businesses Ordinance, Pottawattamie County, Iowa. (*Ordinance #2003-12/10-03-03*)
- D. Sheet metal shops, including the forming of heating and ventilating ducts, eaves, cornices and metal products, not involving the use of drop hammers and other noise producing machine-operated tools. (*Ordinance #81-6/10-01-81*)

.20 T

- A. Taxidermists. (*Ordinance #81-6/10-01-81*)
- B. Telegraph exchanges and other communications equipment buildings. (*Ordinance #81-6/10-01-81*)
- C. Tire shops, including vulcanizing, retreading or recapping. (*Ordinance #81-6/10-01-81*)
- D. Tool or cutlery sharpening or grinding. (*Ordinance #81-6/10-01-81*)
- E. Towers with a height not exceeding two hundred (200) feet, subject to the requirements of Section 8.004.220. (*Ordinance #2007-09/10-12-07*)
- F. Transformer stations, booster stations, and utility stations; including utility yard and garage for service or storage. (*Ordinance #81-6/10-01-81*)
- G. Transportation passenger terminals, including bus stations, railroad passenger stations, or other passenger terminals, and including vehicle storage and repair. (*Ordinance #81-6/10-01-81*)
- H. Truck and motor freight stations or terminals, including cartage and express hauling and similar establishments, provided such uses are conducted either (a) within a completely enclosed building or buildings, except for storage of vehicles, or (b) within an area completely enclosed on sides by a sight obscuring fence not less than six (6) feet high. (*Ordinance #81-6/10-01-81*)

.21 U

- A. Upholstering shops. (*Ordinance #81-6/10-01-81*)

.22 V

- A. Veterinary hospitals or clinics; provided an exercising runway shall be at least two hundred (200) feet from any Class "R" District or platted residential subdivision and one hundred (100) feet from any Class "C" District boundary. (*Ordinance #2004-14/07-01-04*)

.23 W

- A. Warehouses, retail and wholesale, except for the storage of fuel or flammable liquids and explosives. (*Ordinance #81-6/10-01-81*)
- B. Welding, blacksmithing, or other metal working shops, exclusive of drop hammers and other noise producing machine-operated tools. (*Ordinance #81-6/10-01-81*)

.24 X

.25 Y

.26 Z

8.055.030 **CONDITIONAL USES:** The following *conditional uses* shall be permitted in a Class I-1 District, when authorized in accordance with the requirements of Chapter 8.096: (*Ordinance #81-6/10-01-81*)

.01 Agricultural grain and seed, stock feed and alfalfa drying, processing and storage. (*Ordinance #81-6/10-01-81*)

.02 *Demolition rubble waste disposal sites*, which such disposal site may be located closer than two (2) miles to the corporate limits of any municipality having a population of greater than 25,000, according to the latest federal census. (*Ordinance #88-15/December 8, 1988*)

.03 Flammable liquids, underground storage only, not to exceed fifty thousand (50,000) gallons per storage unit, provided such storage units shall be located not less than three hundred (300) feet from any Class "R" or "C" District. (*Ordinance #81-6/10-01-81*)

.04 Foundry casting of light-weight non-ferrous metals produced in an electric foundry not causing noxious fumes or odors. (*Ordinance #81-6/10-01-81*)

.05 Railroad and freight stations, including freight classification yards and repairs shops; provided no such station, yard or shop shall be closer than two hundred (200) feet from any Class "R" District or platted residential subdivision. (*Ordinance #2004-14/07-01-04*)

.07 Transmitting stations and towers exceeding two hundred (200) feet, subject to the requirements of Section 8.004.220. (*Ordinance #2007-09/10-12-07*)

8.055.040 **ACCESSORY USES:** The following *accessory uses* shall be permitted in a Class I-1 District: (*Ordinance #81-6/10-01-81*)

.01 *Accessory uses and structures* normally incidental and subordinate to one of the permitted *principal* or *conditional uses*, unless otherwise excluded. (*Ordinance #81-6/10-01-81*)

.02 Display *signs*, subject to the provisions of Chapter 8.090. (*Ordinance #81-6/10-01-81*)

.03 Outdoor advertising signs and billboards, subject to the provisions of Chapter 8.090. (Ordinance #2004-14/07-01-04)

8.055.050 OFF-STREET PARKING AND LOADING: *Off-street parking and loading spaces shall be provided in accordance with Chapter 8.080 for permitted principal and conditional uses in a Class I-1 District. (Ordinance #81-6/10-01-81)*

8.055.060 HEIGHT REQUIREMENTS: The maximum height of *buildings and structures* in a Class I-1 District shall be seventy-five (75) feet, provided that no building or structure within two hundred (200) feet of any Class "R" District or platted residential subdivision shall exceed forty-five (45) feet in height. (Ordinance #2004-14/07-01-04)

8.055.070 SETBACK REQUIREMENTS: The *setback* requirements for *buildings and structures* in a Class I-1 District shall be as follows: (Ordinance #81-6/10-01-81)

.01 The *front yard setback* shall be a minimum of twenty-five (25) feet. (Ordinance #81-6/10-01-81)

.02 The *side yard setback* shall be a minimum of fifty (50) feet when such *yard* abuts a Class "A" District and shall be a minimum of seventy-five (75) feet when such *yard* abuts a Class "R" District or platted residential subdivision. (Ordinance #2004-14/07-01-04)

.03 The *rear yard setback* shall be a minimum of fifty (50) feet when such *yard* abuts a Class "A" District and shall be a minimum of seventy-five (75) feet when such *yard* abuts a Class "R" District or platted residential subdivision. (Ordinance #2004-14/07-01-04)

.04 The minimum *setback* between *buildings* situated on the same site shall be ten (10) feet. (Ordinance #81-6/10-01-81)

8.055.080 LOT SIZE AND COVERAGE REQUIREMENTS: The minimum *lot* size and maximum *lot* coverage for uses in a Class I-1 District shall be as follows, except as provided in Section 8.004.030 for *lots* not having *common water and/or sewer facilities*: (Ordinance #81-6/10-01-81)

	USE	MINIMUM LOT			MAXIMUM LOT
		AREA	WIDTH	DEPTH	COVERAGE
.01	Any Permitted Use	1.0 Acres	80'	100'	70%

(Ordinance #81-6/10-01-81)

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

Discussion and/or decision on Rural Development

Pottawattamie County Courthouse
Campus Urban Renewal

Public Hearing and approve and authorize
Board to sign Resolution **No. 13-2021** adopting
Urban Renewal Plan

Resolution No. 13-2021

RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE POTTAWATTAMIE COUNTY COURTHOUSE CAMPUS URBAN RENEWAL PLAN

WHEREAS, this Board has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law; and

WHEREAS, a proposed Pottawattamie County Courthouse Campus Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Pottawattamie County Courthouse Campus Urban Renewal Area ("Area" or "Urban Renewal Area") described below has been prepared, which proposed Plan has been on file in the office of the County Auditor, and which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Pottawattamie County Courthouse Campus Urban Renewal Area suitable for blight remediation activities and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the County Auditor; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Board has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law; and

WHEREAS, the proposed Area is within two miles of the corporate boundaries the City of Council Bluffs, Iowa, and accordingly, the County has received the consent of the City of Council Bluffs in the form of a joint agreement to allow the County to operate within the proposed Area, which agreement is hereby approved in all respects and incorporated herein by this reference; and

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Pottawattamie County Courthouse Campus Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the Board of Supervisors to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the County as a whole, prior to Board of Supervisors approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the County as being in conformity with the general plan for development of the County as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on February 2, 2021, this Board directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the Board of Supervisors and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of Chairperson Scott Belt,

or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Board also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Board, and due and proper notice of the public hearing was given, as provided by law, by timely publication in The Daily Nonpareil, The Avoca Journal Herald, and The Oakland Herald, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Board in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "Pottawattamie County Courthouse Campus Urban Renewal Plan" for the area of Pottawattamie County, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Pottawattamie Courthouse Campus Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Board for this area.

Section 2. This Board further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the County as a whole; and

c) Acquisition of additional land within the Urban Renewal Area by the County is not immediately expected, because the County already owns the land within the Urban Renewal Area.

Section 3. That the Urban Renewal Area is an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this County.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Pottawattamie County Courthouse Campus Urban Renewal Plan for the Pottawattamie Courthouse Campus Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; the Chairperson and County Auditor are authorized to execute the Joint City-County Agreement; and the County Auditor is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the original Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Board amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the County Auditor, along with a copy of this Resolution, to the Recorder for Pottawattamie County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 2nd day of March, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

Exhibit 1:

Pottawattamie County Courthouse Campus Urban Renewal Plan

**POTTAWATTAMIE COUNTY
COURTHOUSE CAMPUS
URBAN RENEWAL PLAN**

for the

**POTTAWATTAMIE COUNTY
COURTHOUSE CAMPUS
URBAN RENEWAL AREA**

POTTAWATTAMIE COUNTY, IOWA

March 2021

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**Pottawattamie County Courthouse Campus Urban Renewal Plan
for the
Pottawattamie County Courthouse Campus Urban Renewal Area**

Pottawattamie County, Iowa

A. INTRODUCTION

The Pottawattamie County Courthouse Campus Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Pottawattamie County Courthouse Campus Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials alleviate blighting conditions and influences in the Urban Renewal Area within Pottawattamie County.

In order to achieve this objective, Pottawattamie County (the “County”) intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B”. The County reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the County designates this Urban Renewal Area as a blighted area that is suitable for blight remediation activities.

The Urban Renewal Area is being created in order to remediate blighting influences in the Area. For the purposes of urban renewal, Iowa Code Section 403.17(5) (2019) defines a “blighted area” as follows:

“Blighted area” means an area of a municipality within which the local governing body of the municipality determines that the presence of a substantial number of slum, deteriorated, or deteriorating structures; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; insanitary or unsafe conditions; deterioration of site or other improvements; diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; or the existence of conditions which endanger life or property by fire and other causes; or any combination of these factors; substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use. A disaster area referred to in section 403.5, subsection 7, constitutes a “blighted area”. “Blighted area” does not include real property assessed as agricultural property for purposes of property taxation.

In March 2020 and June 2020, blight assessments were completed on properties within the proposed Urban Renewal Area. The findings of the blight assessments were reported in the Pottawattamie County Courthouse – “B” Wing/Old Law Enforcement Area report and the Pottawattamie County Service Building – Substandard-Blighted Structure Review report, respectively. The reports evaluated properties within the proposed Urban Renewal Area based on the definition of “blighted area” in Iowa Code Chapter 403.17(5).

The Pottawattamie County Courthouse – “B” Wing/Old Law Enforcement Area report identified a number of conditions in the buildings reviewed that contribute to a “blighted area” under Iowa Code Section 403.17(5), including:

- The presence of asbestos containing material, which creates unsafe conditions.
- The lack of ADA compliance in existing restrooms.
- Mechanical systems within the building in need of replacement, due to deterioration as systems near the end of their useful life, which risks system failures and creates unsafe conditions.
- The lack of a fire sprinkler system, which creates unsafe conditions.

The Pottawattamie County Service Building – Substandard-Blighted Structure Review report identified a number of conditions in the Service Building that contribute to a “blighted area” under Iowa Code Section 403.17(5), including:

- The Service Building is an aging and deteriorating structure.
- The Service Building’s exterior is deteriorating significantly, and the deterioration has created unsafe conditions including structural deficiencies, continuous leaks in existing roof, and unsound overall condition.
- The Service Building’s masonry requires tuckpointing and mortar repair, without which the building will continue to deteriorate.
- The Service Building’s mechanical systems, plumbing, boiler, and electrical systems are inadequate to serve the building and require repair and/or replacement.

Based in part on the conditions confirmed to exist within the Area by the above-described reports and by the County’s review of current conditions within the Area, the Board of Supervisors has determined that the Urban Renewal Area qualifies as a blighted area under Section 403.17(5) of the *Code of Iowa* (2019). Accordingly, the Board of Supervisors has designated the Urban Renewal Area as a blighted area.

D. DEVELOPMENT PLAN/ZONING

Pottawattamie County has a general plan for the physical development of the County as a whole, outlined in the Pottawattamie County Comprehensive Plan 2030, adopted February 23, 2004 and updated October 27, 2015. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformance with the goals and land use policies identified in the Pottawattamie County Comprehensive Plan 2030.

This Urban Renewal Plan does not in any way replace or modify the current land use planning or zoning regulation process for the land included within the Area.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the County.

E. PLAN OBJECTIVES

Renewal activities are designed to eliminate blighting influences within the Area. More specific objectives for development, revitalization, and alleviation of blight conditions within the Urban Renewal Area are as follows:

1. To eliminate blighting influences and promote revitalization, through public action and commitment.
2. To plan for and provide sufficient land for development and redevelopment of blighted properties in a manner that is efficient from the standpoint of providing municipal services.
3. To encourage development of nearby properties that will serve as the foundation for future growth, development, and revitalization.
4. To provide for the installation and upgrade of public works, infrastructure, public buildings, and related facilities which alleviate blighting influences and contribute to the development of the Area.
5. To provide a more marketable and attractive climate for development and redevelopment of land through the use of various federal, state, and local incentives.
6. To stimulate through public action and commitment, private investment in new development in order to revitalize the community.
7. To enhance the health, safety, living environment, general character, and general welfare of the Area.
8. To promote blight remediation and redevelopment of the Area utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

F. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the County intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure or public buildings in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses on such terms as may be determined by the Board of Supervisors.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of site-specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To demolish existing blighted structures and to clear property for future development in order to alleviate blighting conditions.
8. To fund or help finance programs that will directly benefit blight remediation.
7. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the County.

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

G. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Building Improvements: The County anticipates completing work on the annex building, services building, and Courthouse/B Wing building located within the Urban Renewal Area, all of which exhibit blighting conditions. The remediation efforts will update and/or demolish and reconstruct the buildings to create necessary space for various County departments/agencies, including but not limited to 911, Sheriff, Court Security, IT, CASA, Medical Exam, DCI, Planning, GIS, and Buildings and Grounds. Additionally, the improvements to the buildings will include necessary upgrades and repairs related to health and safety

conditions, including asbestos removal, ADA compliance measures, and updates/repairs to the HVAC system and fire suppression system.

The costs of the various building improvements are expected not to exceed the following amounts:

Building Improvement Project	Expected Cost Not to Exceed
Annex Building Demolition and Converting Annex Area into Concrete Parking Lot	\$575,000
Services Building Demolition and Converting Services Area into Concrete Parking Lot	\$650,000
Courthouse Addition – Basement Level	\$4,125,000
Courthouse Addition – First Floor Level	\$3,750,000
Courthouse/B-Wing Renovation and Improvements	\$7,000,000

2. Parking Lot Improvements: The County anticipates undertaking a complete replacement/resurfacing of the Courthouse parking lot and the Services Property parking lot. The two parking lots have been overlaid too many times, which has caused drainage issues and curb issues. The extent of deterioration of the parking lots has become hazardous. For example, annually, there are sink holes that form in the parking lots. To resolve these hazardous conditions, the parking lots need to be replaced with new concrete parking lots.

The costs of the parking lot improvements are expected not to exceed the following amounts:

Parking Lot Improvement Project	Expected Cost Not to Exceed
Courthouse Parking Lot	\$550,000
Services Property Parking Lot	\$250,000

H. FINANCIAL DATA

1.	July 1, 2020 constitutional debt limit:	\$455,818,535
2.	Current outstanding general obligation debt:	\$3,320,000
3.	Proposed amount of indebtedness to be incurred: THE COUNTY DOES NOT INTEND TO USE TAX INCREMENT REVENUES FROM WITHIN THE URBAN RENEWAL AREA TO FINANCE ANY INDEBTEDNESS. A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in	\$16,900,000 This total does not include financing

<p>this Plan are estimates only and will be incurred and spent over a number of years. In no event will the County’s constitutional debt limit be exceeded. The Board of Supervisors will consider each project proposal on a case-by-case basis to determine if it is in the County’s best interest to participate before approving an urban renewal project or expense. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:</p>	<p>costs related to debt issuance, which will be incurred over the life of the Area.</p>
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I. JOINT CITY/COUNTY AGREEMENT

Because the Urban Renewal Area is located within the corporate limits of the City of Council Bluffs, Iowa, the County will enter into a joint agreement with the City of Council Bluffs, pursuant to Section 403.17(4) of the *Code of Iowa*, which authorizes the County to carry out urban renewal project activities within the City’s “area of operation.” A copy of the agreement is attached hereto as Exhibit “C”. The original signed agreement will be on file with the County.

K. URBAN RENEWAL FINANCING

The County intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions.

The County has the statutory authority to use a variety of tools to finance physical improvements within the Area. Under Division III of Chapter 384 and Chapter 403 of the Code of Iowa, the County has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the County.

The County does not intend to use tax increment financing to in connection with the urban renewal projects identified in this Plan.

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Plan.

L. PROPERTY ACQUISITION/DISPOSITION

No property acquisition by the County is anticipated. If property acquisition/disposition by the County becomes necessary to accomplish the objectives of the Plan, such acquisition/disposition will be carried out, without limitation, in accordance with the Iowa Code.

M. RELOCATION

The County does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the County will follow all applicable relocation requirements.

N. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the County and the developer in implementing this Urban Renewal Plan and its supporting documents.

O. SEVERABILITY CLAUSE

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities. The Board of Supervisors may amend this Plan in accordance with applicable State law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect as a Plan until it is repealed by the Board of Supervisors.

EXHIBIT A

**LEGAL DESCRIPTION OF POTTAWATTAMIE COUNTY
COURTHOUSE CAMPUS URBAN RENEWAL AREA**

The property included in the Urban Renewal Area is legally described as follows:

JEFFERIS SUB LTS 1 THRU 5, 19 & 20 BLK 7 & N1/2 VAC ALLEY ADJ ON S LTS
19 & 20, E1/2 VAC ALLEY ADJ LTS 4 & 5 & ALL VACALLEY ADJ LTS LTS 1
THRU 3 & 5TH AVE ROW ADJ

AND

BAYLISS FIRST ADD LTS 9 & 10 BLK 14 & BAYLISS STRIP LTS B & C &
LARIMERS SUB LTS 1 THRU 10 BLK 2 & VAC ALLEYS ADJ INC & 5TH AVE
ROW ADJ

EXHIBIT C

JOINT CITY/COUNTY AGREEMENT

WHEREAS, Pottawattamie County, State of Iowa (the “County”) has proposed to establish the Pottawattamie County Courthouse Campus Urban Renewal Area within the corporate limits of the City of Council Bluffs, State of Iowa, for the purpose of participating in proposed urban renewal projects described in the Pottawattamie County Courthouse Campus Urban Renewal Plan (the “Plan”) for such Area; and

WHEREAS, the governing body of the County has reviewed Plan for said Urban Renewal Area and has determined that the Urban Renewal Area and completion of the eligible projects are in the best interests of the County; and

WHEREAS, Iowa Code Section 403.17(4) requires a “joint agreement” between the City and the County before the County can proceed with establishing the Pottawattamie County Courthouse Campus Urban Renewal Plan and undertaking such projects.

NOW THEREFORE, POTTAWATTAMIE COUNTY, STATE OF IOWA AND THE CITY OF COUNCIL BLUFFS, STATE OF IOWA, AGREE AS FOLLOWS:

1. The City Council of the City of Council Bluffs, State of Iowa, hereby agrees and authorizes Pottawattamie County, State of Iowa, to proceed with the Pottawattamie County Courthouse Campus Urban Renewal Area as described in the Pottawattamie County Courthouse Campus Urban Renewal Plan, and to undertake the eligible urban renewal projects therein within the corporate limits of the City of Council Bluffs.
2. This “joint agreement” is intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to the Pottawattamie County Courthouse Campus Urban Renewal Area in Pottawattamie County, State of Iowa, within the corporate limits of the City of Council Bluffs, State of Iowa.
3. This Joint Agreement has been duly authorized by the governing bodies of Pottawattamie County, State of Iowa and the City of Council Bluffs, State of Iowa.

[Remainder of page intentionally left blank; Signature pages follow]

PASSED AND APPROVED this _____ day of _____, 2021.

POTTAWATTAMIE COUNTY, STATE OF IOWA

Justin Schultz, Chairperson, Board of Supervisors

ATTEST:

Melvyn Houser, County Auditor

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

Notary Public in and for Pottawattamie County, Iowa

PASSED AND APPROVED this _____ day of _____, 2020.

CITY OF COUNCIL BLUFFS, STATE OF IOWA

Matt Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF)
POTTAWATTAMIE

On this _____ day of _____, 2020, before me a Notary Public in and for said County, personally appeared Matt Walsh and Jodi Quakenbush to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Pottawattamie County, Iowa

01783369-2\16721-042

Final Version

Resolution No. 14

Resolution Fixing Date for A Meeting on The Proposition of The Issuance of Not to Exceed \$16,900,000 General Obligation Urban Renewal Bonds of Pottawattamie County, State of Iowa (For Essential County Purposes), And Providing for Publication of Notice Thereof.

Resolution No. 14 - 2021

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$16,900,000 GENERAL OBLIGATION URBAN RENEWAL BONDS OF POTTAWATTAMIE COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 13, adopted March 2, 2021, this Board found and determined that certain areas located within the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Pottawattamie County Courthouse Campus Urban Renewal Plan (the "Plan") for the Pottawattamie County Courthouse Campus Urban Renewal Area (the "Area" or "Urban Renewal Area"), which Plan is or will be on file in the office of the Recorder of Pottawattamie County, Iowa; and

WHEREAS, it is deemed necessary and advisable that Pottawattamie County, State of Iowa, should issue General Obligation Urban Renewal Bonds, to the amount of not to exceed \$16,900,000, as authorized by Sections 331.443 and 403.12, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county urban renewal purpose project(s) as hereinafter described; and

WHEREAS, before bonds may be issued, it is necessary to comply with the procedural requirements of Chapters 331 and 403 of the Code of Iowa, and to publish a notice of the proposal to issue such bonds and the right to petition for an election. PASSED AND APPROVED this 2nd day of March, 2021.

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

Section 1. That this Board meet in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at 10:00 A.M., on the 16th day of March, 2021, for the purpose of taking action on the matter of the issuance of not to exceed \$16,900,000 General Obligation Urban Renewal Bonds, for essential county purposes, the proceeds of which bonds will be used to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403.

Section 2. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 3. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published on or before: March 6, 2021)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED \$16,900,000 GENERAL OBLIGATION URBAN RENEWAL BONDS OF THE COUNTY (FOR ESSENTIAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Pottawattamie County, State of Iowa, will hold a public hearing on the 16th day of March, 2021, at 10:00 A.M., in the Board Room, County Courthouse, 227 South 6th Street, Council Bluffs, Iowa, at which meeting the Board proposes to take additional action for the issuance of not to exceed \$16,900,000 General Obligation Urban Renewal Bonds, for essential county purposes, to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.441(2)(b)(14), 331.443 and 403.12 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the Board of Supervisors of Pottawattamie County, State of Iowa, as provided by Chapters 331 and 403 of the Code of Iowa.

Dated this 2nd day of March, 2021.

County Auditor, Pottawattamie County,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 2nd day of March, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

Resolution No. 15

CHANGES TO FEDERAL FUNCTIONAL CLASSIFICATION SYSTEM

Cedar Ln from Proposed Steven Rd to West Urban
Area boundary for a distance of 0.18 miles from
Rural Local to Rural Major Collector

Resolution No. 15 - 2021

WHEREAS, functional classification is the process by which streets and highways are grouped into classes according to the character of service they are intended to provide; and

WHEREAS, Pottawattamie County periodically reviews the system of streets and highways for appropriate changes to classification of the various segments of the system; and

WHEREAS, a recent review of the system has revealed the need for a change to the federal functional classification of road segments due to added paved routes within the City of Council Bluffs and the reconfiguration of roadways along the city limits; and

WHEREAS, the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) is the designated Metropolitan Planning Organization (MPO) for the Omaha-Council Bluffs Transportation Management Area (TMA); and

WHEREAS, the identified road segment is within both the county and the MAPA TMA, and

WHEREAS, MAPA has concurred with this change in MAPA Resolution 2021-25.

NOW, THEREFORE, BE IT RESOLVED that Pottawattamie County hereby requests the Iowa Department of Transportation to request the Federal Highway Administration to make the following changes in federal functional classification:

CHANGES TO FEDERAL FUNCTIONAL CLASSIFICATION SYSTEM

Cedar Ln from Proposed Steven Rd to West Urban Area boundary for a distance of 0.18 miles from **Rural Local** to **Rural Major Collector**

PASSED AND APPROVED this 2nd day of March, 2021.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____ Scott Belt, Chairman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Tim Wichman	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Lynn Grobe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Justin Schultz	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
_____ Brian Shea	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ATTEST: _____
Melvyn Houser, County Auditor

LHDCA Appointment

**Reappointment of Bernie Bolton to Loess Hills
Development and Conservation Authority for
a term of two years**

Farm Lease w/ Craig Hotze

GROVE TWP 17-74-39 PT SE SE & 20-74-39 PT NE NE
Comm 138.85' SE COR SEC 17 TH SW 669.08' N283.91' W
364.92' S307.35' SW276.37' SE 270.43' SW442.07' N
1934.4' E1327.46' S818.15' TO POB (INCLUDES PARCEL A
SE SE PARCELS B & C NE NE) commonly referred to as
Wheeler Grove Conservation Area.



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County & Pottawattamie County Conservation ("Landlord"), whose address for the purpose of this Lease is 223 South 6th Street, Council Bluffs Iowa 51501 and Craig Hotze ("Tenant"), whose address for the purpose of this Lease is 40652 Chestnut Road, Carson, Iowa 51525.

THE PARTIES AGREE AS FOLLOWS:

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

GROVE TWP 17-74-39 PT SE SE & 20-74-39 PT NE NE COMM 138.85'N SE COR SEC 17 TH SW669.08' N283.91' W364.92' S307.35' SW276.37' SE270.43' SW442.07' N1934.4' E1327.46' S818.15' TO POB (INCLUDES PARCEL A SE SE PARCELS B & C NE NE) commonly referred to as Wheeler Grove Conservation Area

and containing 23.4 total acres, more or less, with possession by Tenant for a term of 1 year to commence on March 1, 2021, and end on March 1, 2022. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent") total annual rent of \$5,626.00 payable as follows:

\$2,813.00 on March 1, 2021 and \$2,813.00 on March 1, 2022.

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

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform

Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

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

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

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

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

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

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will

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

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

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

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

6. ENVIRONMENTAL.

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

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

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant

shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

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

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

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

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

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

In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that

presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$33.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.
12. **IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
13. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all

well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Tenant is not an agent of the Landlord.
16. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.
20. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
21. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
22. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.

23. **INSURANCE/TAXES.** Landlord will pay all real estate taxes and maintain insurance on Landlord's interest in the Real Estate. Tenant shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured.

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

DATED: _____.

TENANT:

LANDLORD:

Craig Hotze, Tenant

Pottawattamie County, Landlord

Attest: Melvyn Houser, Auditor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____ day of February, 2021 by Scott Belt & Melvyn Houser, Chairman and Auditor of Pottawattamie County.

Signature of Notary Public

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____ day of February, 2021 by Craig Hotze.

Signature of Notary Public

Farm Lease w/ Craig Hotze

Tract #1, The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) and the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of the Section 14, Township 74 North, Range 39, West of the 5th P.M.; and Tract #2, the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 11, Township 74, Range 39, West of the 5th P.M.



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie and Pottawattamie County Conservation ("Landlord"), whose address for the purpose of this Lease is 223 South 6th Street, Council Bluffs Iowa 51501 and Craig Hotze ("Tenant"), whose address for the purpose of this Lease is 40652 Chestnut Road, Carson, IA 51525.

THE PARTIES AGREE AS FOLLOWS:

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

Tract #1: The North Half of the Northeast Quarter (N 1/2 NE 1/4) and the North Half of the Northwest Quarter (N 1/2 NW1/4) of the Section 14, Township 74 North, Range 39, West of the 5th P.M. And

Tract #2: The South Half of the Southeast Quarter (S 1/2 SE 1/4) of Section 11, Township 74 North, Range 39, West of the 5th P.M. NE NE) commonly referred to as Wheeler Grove Conservation Area

and containing 75.5 total acres, more or less, with possession by Tenant for a term of 1 year to commence on March 1, 2021, and end on March 1, 2022. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent") total annual rent of \$18,120.00 (\$240 acre) payable as follows:
3. \$9,060.00 on March 1, 2021 and \$9,060.00 on March 1, 2022.

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

4. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or

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

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

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

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

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

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

6. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES,**

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

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

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

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

7. ENVIRONMENTAL.

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

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

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

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

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

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

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

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

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

8. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
9. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$ _____ per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
10. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.
11. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
12. **REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.
13. **IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

14. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.
15. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
16. **NO AGENCY.** Tenant is not an agent of the Landlord.
17. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
18. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
19. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
20. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.
21. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
22. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

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

24. **INSURANCE/TAXES.** Landlord will pay all real estate taxes and maintain insurance on Landlord's interest in the Real Estate. Tenant shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured.

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

DATED: _____.

TENANT:

LANDLORD:

Craig Hotze, Tenant

Pottawattamie County, Landlord

Attest: Melvyn Houser, Auditor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____ day of February, 2021 by Scott Belt & Melvyn Houser, Chairman and Auditor of Pottawattamie County.

Signature of Notary Public

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____ day of February, 2021 by Craig Hotze.

Signature of Notary Public

Farm Lease w/ Joe Respeliers

A Parcel of Land being a portion of Government Lot 7 in the South Half of the Northeast Quarter, A Portion of the Southeast Quarter, and a portion of Government Lot 6 in the Northwest Quarter of the Southeast Quarter, all in Section 23 Township 75 North, Range 44 West of the 5th Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa.



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County("Landlord"), whose address for the purpose of this Lease is 223 South 6th Street, Council Bluffs Iowa 51501 and Joe Respeliens ("Tenant"), whose address for the purpose of this Lease is 19351 Garner Avenue, Council Bluffs, Iowa 51501.

THE PARTIES AGREE AS FOLLOWS:

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

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

Commencing at the Southeast Comer of the Southwest Quarter of the Southeast Quarter; Thence, along the South line of said Southeast quarter, North 89 degrees 24 minutes 31 seconds West, 171.39 feet to a point on the east right-of-way line of North15th street; thence along said east right-of-way-line, North 00 degrees 03 minutes 19 seconds east, 1250.36 feet to the true point of beginning; thence continuing along said east right-of-way-line, North 00 degrees 03 minutes 19 seconds east 1217.48 feet to a point on the South right-of-way-line of Nash Boulevard; thence along said South right-of-way-line the following 3 courses 1)North 54 degrees 57 minutes 00 seconds east 37.94 feet; 2) North 45 degrees 45 minutes 00 seconds East 327.24 feet; 3) North 30 degrees 00 minutes 32 seconds East 291.38 feet; thence South 00 degrees 34 minutes 53 seconds West,1697.68 feet; then North 89 degrees 56 minutes 41 seconds West, 428.82 feet to the true point of Beginning.

and containing 14.359 total acres, more or less, with possession by Tenant for a term of 1 year to commence on March 1, 2021, and end on March 1, 2022. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent") total annual rent of \$1,134.00 payable on March 1, 2021.

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

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

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

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

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

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to

pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.

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

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

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

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

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

6. **ENVIRONMENTAL.**

- a. Landlord. To the best of Landlord's knowledge to date:
- i. Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and

water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
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Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

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

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

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

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

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$33.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.
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11. **REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.
12. **IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
13. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.
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16. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.
20. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

21. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

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

23. **INSURANCE/TAXES.** Landlord will pay all real estate taxes and maintain insurance on Landlord's interest in the Real Estate. Tenant shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured.

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

DATED: _____.

TENANT:

LANDLORD:

Joe Respeliens, Tenant

Pottawattamie County, Landlord

Attest: Melvyn Houser, Auditor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____ day of February, 2021 by Scott Belt & Melvyn Houser, Chairman and Auditor of Pottawattamie County.

Signature of Notary Public

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____ day of February, 2021 by Joe Respeliers.

Signature of Notary Public

Received/Filed

Closed Session

Scheduled Sessions

Becky Lenihan/Assistant Finance
Officer , Auditor's Office

Discussion and/or decision on FY 21/22:

- Salary Increases
- Insurance
- Gaming Revenue
- Budgeting for Golden Hills and/or SWIPCO