

Consent Agenda

December 13, 2022

MET IN REGULAR SESSION

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

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

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

- A. December 6, 2022, Minutes as read.
- B. Renewal of Class C Beer Permit (BC) License by Donald Rief d/b/a Desoto Bend Mini Mart, with privileges of Class C Beer Permit (BC) / Sunday Sales.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Dixie Wilson/Assistant Finance & Tax Officer appeared before the Board to discuss the Township Trustee Clerk Compensation. Discussion only. No Action Taken.

Matt Wyant/Director, Planning and Development and Regional Water appeared before the Board to give an update on the water line. Discussion only. No Action taken.

Motion by Shea, second by Schultz, to approve and authorize Board to sign **Resolution No. 77-2022** entitled: Hazard Mitigation Property Acquisition Asbestos Abatement and Demolition of Flood Damaged Properties in Pottawattamie County, Iowa.

RESOLUTION NO. 77-2022
Hazard Mitigation Property Acquisition
Asbestos Abatement and Demolition of Flood Damaged Properties in
Pottawattamie County, Iowa

WHEREAS, as a result of the flooding of 2019, Pottawattamie County has applied to FEMA under its Hazard Mitigation Property Acquisition Program for funding of demolition work. Funding may be anticipated from FEMA, the State of Iowa, and the County. The exact work for which the County is seeking competitive bids is described at Special Terms and Conditions, A. Scope of Work, Request for Bids for Asbestos Abatement and Demolitions, and

WHEREAS, Request for Bids were sent to various demolition contractors, and

WHEREAS, Notice to Bidders was published in the Council Bluffs Nonpareil on September 2nd and 30th, 2022.

WHEREAS, said bids were required to be submitted to Pottawattamie County, Iowa, on or before December 2, 2022, and

WHEREAS, Pottawattamie County received 2 bids, and have opened said bids at the Pottawattamie County Planning Department Offices on December 5, 2022, and

WHEREAS, the County has determined that Cox Contracting Co., Inc. has submitted the lowest bid, and

WHEREAS, Pottawattamie County, Iowa, is interested in continuing forward and having the work described in said Request for Bids completed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERISORS OF POTTAWATTAMIE COUNTY, IOWA that the contract to perform the said Asbestos Abatement and Demolition Work is hereby awarded to Cox Contracting Co., Inc. in the total amount of \$142,000.00, and that the Chairman is authorized to execute said Contract by signing the Letter of Engagement with this contractor.

PASSED AND APPROVED DECEMBER 13, 2022.

	<u>ROLL CALL VOTE</u>			
	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tim Wichman, Board Chairman				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Belt				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Shea				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lynn Grobe				
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Justin Schultz				

Attest: _____

Melvyn Houser, County Auditor
Pottawattamie County, Iowa

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

3. OTHER

Motion by Shea, second by Belt, to approve the following appointment to the Compensation Board:
Recorder – George Farrage.
UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Shea, to review the open commission appointments for posting and to use NeoGov to post open appointments. Appointments will be posted in November to review in December and to appoint in January.
UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Action(s):

1. Conservation – Employment of Aiden Chattin, Noah Kiley, and Keegan Happe as a Rental Shop Team Members.
2. Conservation – Employment of Joey Eisan as a Kitchen Staff Team Member.
3. Conservation – Employment of Cody Black as a Snowmaking Team Member.
4. Conservation – Employment of Kennedy Cogswell, Richard Womack, Tyler Cruise, Scott Vanarsdale, Kristen Weis, Baden Luna, Shane Shea, and Edward Schaefer as Ski/Snowboard Instructors.
5. Conservation – Employment of Kallie Larson as a Front Office Manager.
6. Conservation – Employment of James Rauch as a Chair Lift Operator.
7. Communications – Payroll status change for Monica Brooks and Camsley Hovey.

B. Report (s):

1. Recorder Fee Book for November 2022.

5. PUBLIC COMMENTS

Mary Stanley appeared before the Board to discuss R3 zoning, has not received letter regarding zoning.

Geri Frederiksen appeared before the Board to discuss the Summit Carbon Pipeline and the potential danger, urging Pottawattamie County to do research.

6. CLOSED SESSION

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

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

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

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

7. BUDGET STUDY SESSION

Mitch Kay/Director, Finance and Budget appeared before the Board for a Budget Study Session. Discussion only. No Action Taken.

8. ADJOURN

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

THE BOARD ADJOURNED SUBJECT TO CALL AT 2:05 P. M.

Tim Wichman, Chairman

ATTEST: _____
Melvyn Houser, Auditor

APPROVED: December 20, 2022

PUBLISH: X

Scheduled Sessions

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

Public Hearing on proposed preliminary plat of RMP 87
Development LLC, a subdivision situated in Hardin
Township; and to approve and authorize the Board to
sign Planning and Zoning Resolution NO. 2022-10.

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
Planning and Zoning Resolution #2022-10

**PLANNING AND ZONING
RESOLUTION NO. 2022-10**

WHEREAS, the proposed preliminary plat and supporting documents for **RMP 87 DEVELOPMENT LLC**, a subdivision situated in **Hardin Township**, has been filed with the Pottawattamie County Planning and Zoning Commission for its study and recommendation under **Case #SUB-2022-03**; and

WHEREAS, said Commission conducted a public hearing on **November 21, 2022**, in accordance with Chapter 9.04 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and has given all parties an opportunity to be heard; and

WHEREAS, after careful study and being thoroughly familiar with the involved real estate and the surrounding area, said Commission has submitted its written recommendation to this Board to approve the preliminary plat; and

WHEREAS, this Board conducted a public hearing on **December 20, 2022** in accordance with the above-noted Ordinance and Statute, and has examined the proposed preliminary plat; and

WHEREAS, after careful study, and due consideration this Board has determined that the proposed preliminary plat conforms to the requirements of Chapter 9.01-9.30. Subdivision Ordinance of the Pottawattamie County, Iowa, Code; the Pottawattamie County, Iowa, Land Use Plan and Chapter 354, Code of Iowa, and has deemed it to be in the best interest of Pottawattamie County, Iowa, to concur with the County's Planning and Zoning Commission's recommendation:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA: That the proposed preliminary plat of **RMP 87 DEVELOPMENT LLC and cul-de-sac length variance**, be, and the same is hereby approved as the preliminary plat of said subdivision.

Provided however, that this Resolution shall not be construed as being a final acceptance or approval of said Plat with the meaning of Chapter 9.01-9.30, Subdivision Ordinance, of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa; that after completion of all improvements and satisfaction of all requirements for final plats required by the State and County Ordinances and this Resolution, the final plat shall be submitted to this Board for its consideration.

PASSED AND APPROVED December 20, 2022.

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

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

RECORD: After Passage

TO: Board of Supervisors
FROM: Matt Wyant
DATE: December 15, 2022

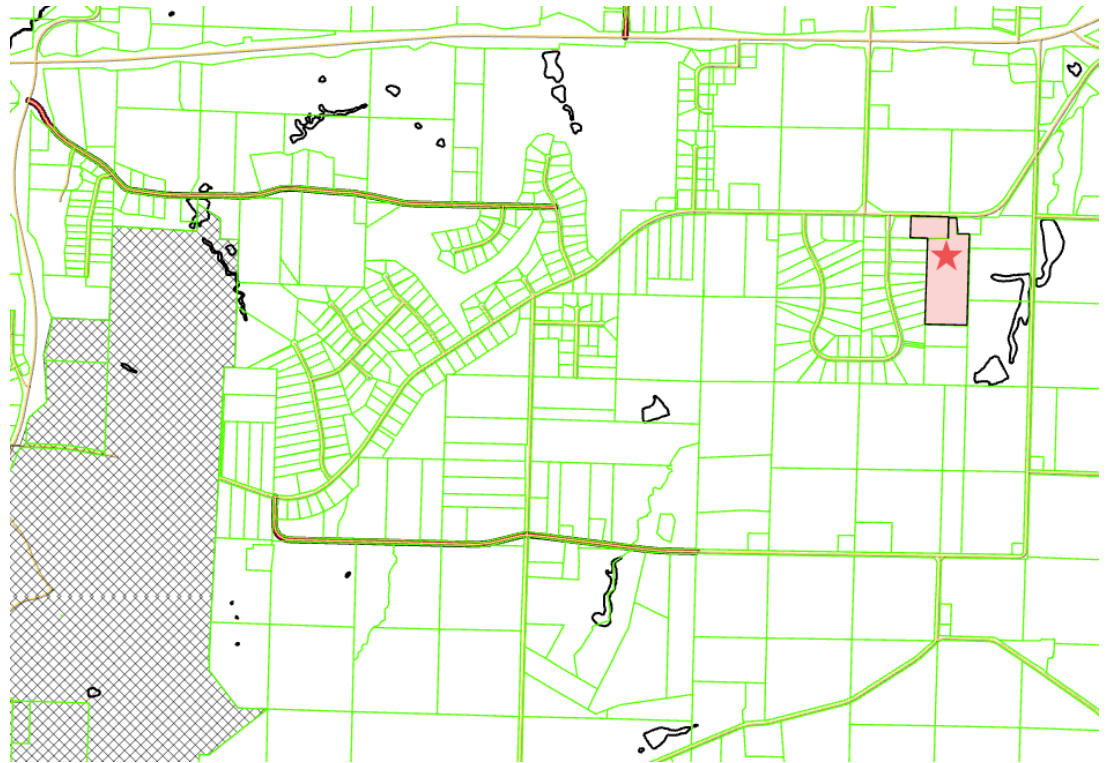
RE: Case #SUB-2022-03

REQUEST: Preliminary plat approval RMP 87 Development LLC Subdivision and length variance on cul-de-sac.

LOCATION: Hardin Township

LEGAL DESCRIPTION: 30-75-42 PT NE1/4 COMM NE COR OF NW NE TH E120.99' S306.93' E205.71' S1403.88' W657.76' N1334.08' E330.55' N378.56' TO POB (PARCEL 22047) and 30-75-42 PT NW NE & CLOVERLEAF ACRES PHASE II PT LT 36 COMM NE COR NW NE TH S378.56' W592.73' N370.53' E592.78' TO POB (PARCEL F)

The subject properties are located approximately 2 miles east of the city limits of Council Bluffs on McPherson Ave.



PROPERTY OWNER: RMP 87 Development LLC

SURVEYOR: John Jorgensen, HGM

GENERAL INFORMATION: The applicant has made this request to plat RMP 87 Development LLC Subdivision, a 12 lot residential major subdivision. He anticipates the lots will sell for \$150-\$175K and the houses that will be constructed will be in the \$600-900K range. The developer's project

timeline is install erosion control and grade the site fall 2022, install the interior road in the spring 2023, apply for Final Plat late spring/early summer 2023, sell lots and start building houses summer 2023. **Refer to ATTACHMENT 1.**

SITE REVIEW:

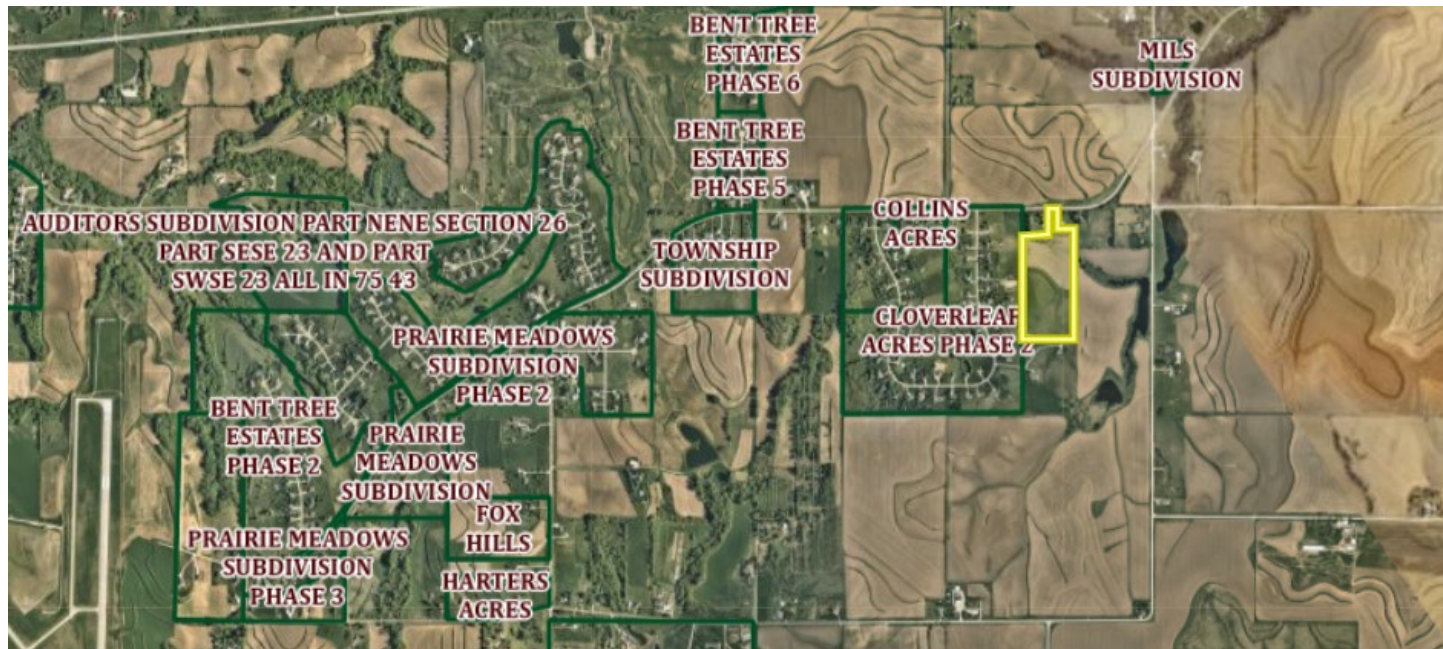
The parcels consist of 4.55 acres and 21.509 acres. The 4.55 acres parcel has a house, septic, well and several outbuildings. The 21.509 acres is an open field.



AREA REVIEW:

The subject properties are located immediately adjacent to McPherson Avenue, a paved County Road. The current Iowa Department of Transportation Traffic Flow Map indicated an average traffic flow of 216 vehicles per day.

The properties in the immediate area are a mixture of rural residential acreages, subdivision and agricultural ground.



ZONING:

The subject property is currently located in a Class R-1 (Agricultural – Urban Transitional) District.

8.015.010 INTENT: The R-1 District is intended to provide the opportunity for the continued development of non-farm *dwelling*s and rural subdivisions in the rural unincorporated areas. (Ordinance #2007-01/03-09-07)

Subsection 8.015.020.04 of the Pottawattamie County, Iowa, Code, lists “Platted minor subdivisions for single-family dwellings, when located on a hard surfaced street or an official bituminous road”, as a permitted principal use in the Class R-1 District.

The minimum standards for the R-1 District with individual septic systems and wells are as follows:

	Minimum
Lot Size	2.0 Acres
Lot Width	175'
Lot Depth	300'

It appears that the proposed lot sizes, lot widths and lot depths conform to the minimums.

SEWAGE DISPOSAL:

Where an adequate public or common sanitary sewer system is not reasonably accessible or not required, onsite wastewater treatment and disposal systems may be used for the purpose of providing a private means of sewage disposal for each lot in the subdivision.

A. The developer shall submit, with the preliminary plat, acceptable evidence of the suitability of the soil for onsite wastewater treatment and disposal systems on the

site. The developer may be required to make one (1) or more soil boring tests and/or preliminary percolation tests within the boundaries of the subdivision if the evidence is deemed unacceptable by the County Board. Each test hole shall be numbered and its location and results shown on the final construction plans. All tests shall be performed in accordance with the Pottawattamie County, Iowa, Onsite Wastewater Treatment and Disposal System Ordinance.

- B. Lots where onsite wastewater treatment and disposal systems are proposed shall provide adequate space for two (2) such systems. The area dedicated for the second system is provided as a back up when the first system fails.
- C. Onsite wastewater treatment and disposal systems, if approved, may be installed at the expense of the developer, or at the expense of a subsequent lot owner at the time development of the lot takes place.

It is the applicant's intent to serve the lots with onsite wastewater treatment and disposal systems.

WATER SUPPLY: All lots will be serviced by wells. Well and septic corridors have been established on the plat.

COVENANTS: The applicant is proposing covenants. Refer to **ATTACHMENT 2**.

OTHER AGENICES COMMENTS: A copy of the preliminary plat has been forwarded to the following agencies.

Pottawattamie County Engineer (he is working with the developer and HGM on the interior road design and specs)
Treyner School District (no comment received)
Treyner Township Fire Department (no comment received)
Pottawattamie County Sheriff (no comment)

EXTERIOR ROAD: Lot 11 is the existing home and has access off of McPherson Avenue. Lot 12 will have access from McPherson Avenue and entrance permit from the Secondary Roads Department has been secured. Lots 1-10 will be served by an interior road.

INTERIOR ROAD: It is the applicant's intent to construct a hard surfaced street within the proposed subdivision that will, if built to County standards, be absorbed into the County Secondary Road system. The street is proposed at a length of approximately 1,142'. The maximum length established by the Subdivision Regulations is 1000'; however, based on the configuration, the County Engineer has recommended approval of the variance on the dead-end street length.

.02 Dead-end streets, designed to be so permanently, shall be no longer than one thousand (1,000) feet. All permanently dead-end streets shall terminate in a cul-de-sac with a minimum of right-of-way diameter of one-hundred (100) feet. (Ordinance #2005-05/09-09-05)

LAND USE PLAN: In 2015 the County Comprehensive Plan 2030 was adopted. That Plan designates the Future Land Use of the subject property as Agricultural – Urban Transitional.

FLOOD HAZARD: The Flood Insurance Study prepared by the Federal Emergency Management Agency for the County designates in the Flood Insurance Rate Maps that the majority of the property as being in a Zone X-Areas of minimum flooding.

COMMISSION

RECOMMENDATION: On November 21, 2022 the Planning Commission conducted their public hearing on this request and made the following recommendation:

Motion: to recommend that the request of RMP 87 DEVELOPMENT LLC, as filed under Case #SUB-2022-03, be approved as submitted.

Motion by: Leaders.

Second by: R. Larson.

Vote: Ayes –Silkworth, Leaders, R. Larson. Motion Carried

Case # SUB-2022-03 Attachment # 1

PRELIMINARY PLAT

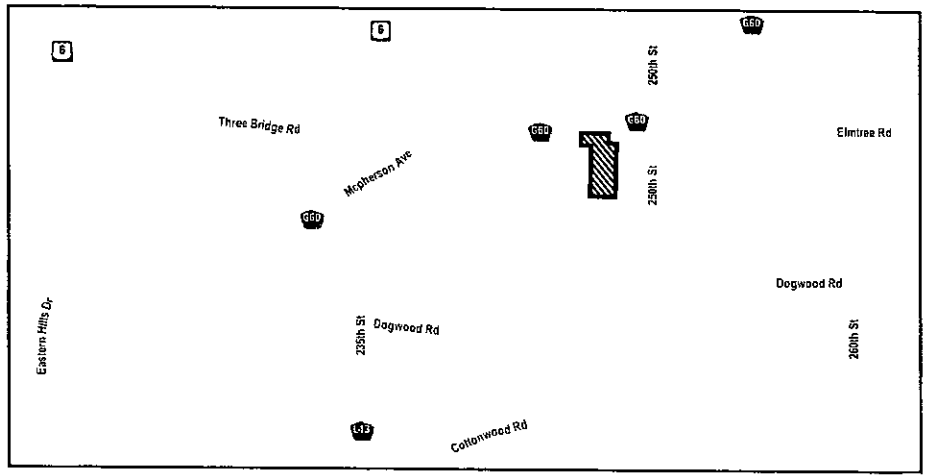
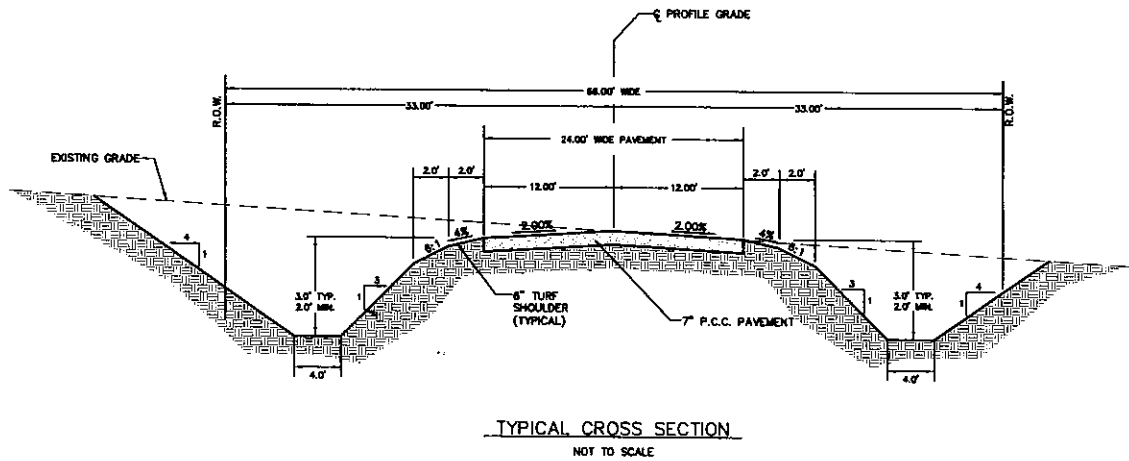
RMP 87 DEVELOPMENT

LLC SUBDIVISION

LOTS 1 THRU 12 INCLUSIVE

DATE PREPARED: JUNE 10, 2022

UPDATED: OCTOBER 3, 2022



VICINITY MAP - NO SCALE

CURRENT OWNER/DEVELOPER:

RMP 87 DEVELOPMENT LLC
 WAYNE PETERSON
 1120 9TH AVENUE
 COUNCIL BLUFFS, IA 51501
 (712) 323-9318

ENGINEER:

HGM ASSOCIATED, INC.
 840 FIFTH AVENUE
 COUNCIL BLUFFS, IOWA 51502
 (712) 323-0530

ZONING:

EXISTING ZONING OF PROPOSED SUBDIVISION IS R-1, COUNTY FOR LOTS 1-12

PROPOSED ZONING: UNCHANGED (R-1)

EXISTING AND PROPOSED USES:

EXISTING - UNDEVELOPED
 PROPOSED - RURAL RESIDENTIAL HOUSING

EXISTING FLOOD PLAIN:

MISSOURI RIVER FLOOD PLAIN
 FEMA FLOOD ZONE - ZONE X
 AREA OF MINIMAL FLOOD HAZARD

STORM WATER DETENTION:

CONSTRUCTION OF NEW DETENTION IN ACCORDANCE WITH SUDAS DESIGN STANDARDS

PLAT OF SURVEY:

BOUNDARY SURVEY PROVIDED BY ROGERS SURVEYING
 1888 ROLLING HILLS LOOP
 COUNCIL BLUFFS, IA

NOTES:

DEDICATION OF R-0-W: YES
 1.82 ACRES OF 66 FEET WIDE R-0-W WILL BE DEDICATED TO POTTAWATTAMIE COUNTY

SURFACE RUNOFF: ROAD DITCH TO PROPOSED SUBDIVISION DETENTION

SUBDIVISION DETENTION.
 EASEMENTS: A 5.00 FOOT WIDE PERMANENT EASEMENT ON EACH SIDE OF ALL SIDE LOT LINES, A 10.00 FOOT WIDE PERMANENT EASEMENT ALONG ALL FRONT LOT LINES, AND A 5.00 FOOT WIDE PERMANENT EASEMENT ALONG ALL REAR LOT LINES, ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES.

SPECIFICATIONS


THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2022, AND CITY OF COUNCIL BLUFFS SUPPLEMENTAL SPECIFICATIONS 2022, SHALL APPLY TO THIS PROJECT.

INDEX

PAGE NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	AREA MAP
G.01	PLAN SHEET
G.02	UTILITY PLAN SHEET
P.01	PLAT OF SURVEY

LEGAL DESCRIPTION:

SEE PLAT OF SURVEY



JOHN E. JORGENSEN
12855

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

John E. Jorgensen 10-11-22

JOHN E. JORGENSEN

My license renewal date is December 31, 2023

Pages or sheets covered by this seal:
 A.01, A.02, G.02, AND G.02

This drawing is made under the authority of the Professional Engineer's seal and is not to be construed as a representation of the Engineer's approval or disapproval of the work shown hereon. The Engineer assumes no liability for the work shown hereon unless the work is done in accordance with the terms of the above agreement.

hgm
 ASSOCIATES INC.
 840 FIFTH AVENUE COUNCIL BLUFFS, IA
 PHONE: 712-323-0530

DATE	REVISION

RMP 87 DEVELOPMENT-LLC SUBDIVISION

project: STONERIDGE COURT
 client: WAYNE PETERSON
 sheet: RMP DEVELOPMENT

TITLE SHEET

project no.
107222

sheet
A.01

WESTFAIR
AMPHITHEATRE
A-1

A-4

BENT TREE GOLF CLUB
C-3

DRAINAGE
AREA

HIGHWAY 6

ELMTREE ROAD

C-3

MCPHERSON AVENUE

259TH STREET

R-1

PROPOSED
SUBDIVISION

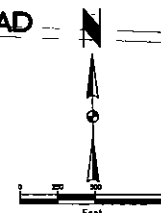
R-3

235TH STREET

R-2

DOGWOOD ROAD

DOGWOOD ROAD



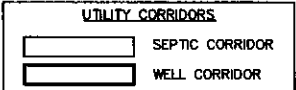
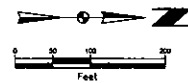
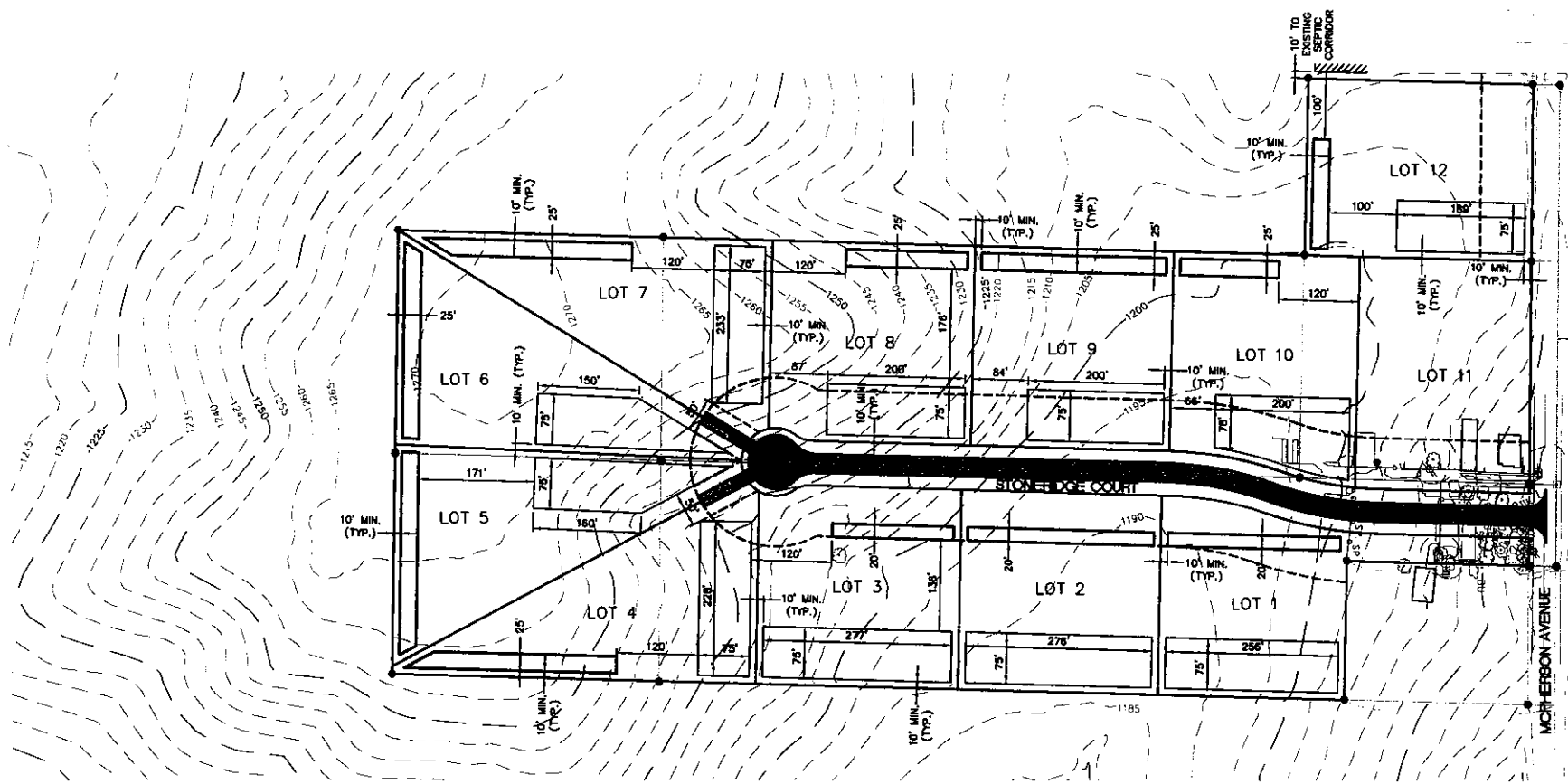
This drawing is being made available by high resolution for use in electronic systems. The user is responsible for the appropriate use of the information. The user is responsible for the accuracy of the information. The user is responsible for the accuracy of the information.

hgm
ASSOCIATES INC.
640 FIFTH AVENUE COUNCIL BLUFFS, IA
PHONE: 712-323-0530

DESIGNED	DATE
CHECKED	DATE
APPROVED	DATE
DATE	DATE

PROJECT: RMP 87 DEVELOPMENT-LLC SUBDIVISION
STONERIDGE COURT
CLIENT: WAYNE PETERSON
RMP DEVELOPMENT
SHEET: AREA MAP

PROJECT NO.
107222
SHEET
A.02



All drawings to be used for construction shall be based on the original survey and approved by the local authority having jurisdiction. The engineer shall be responsible for the accuracy of the information provided and the design. The engineer shall not be responsible for the accuracy of the information provided by others. The engineer shall not be responsible for the accuracy of the information provided by others.

hgm
 ASSOCIATES INC.
 640 FIFTH AVENUE COUNCIL BLUFFS, IA
 PHONE: 712-323-0530

DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
DATE	REVISION

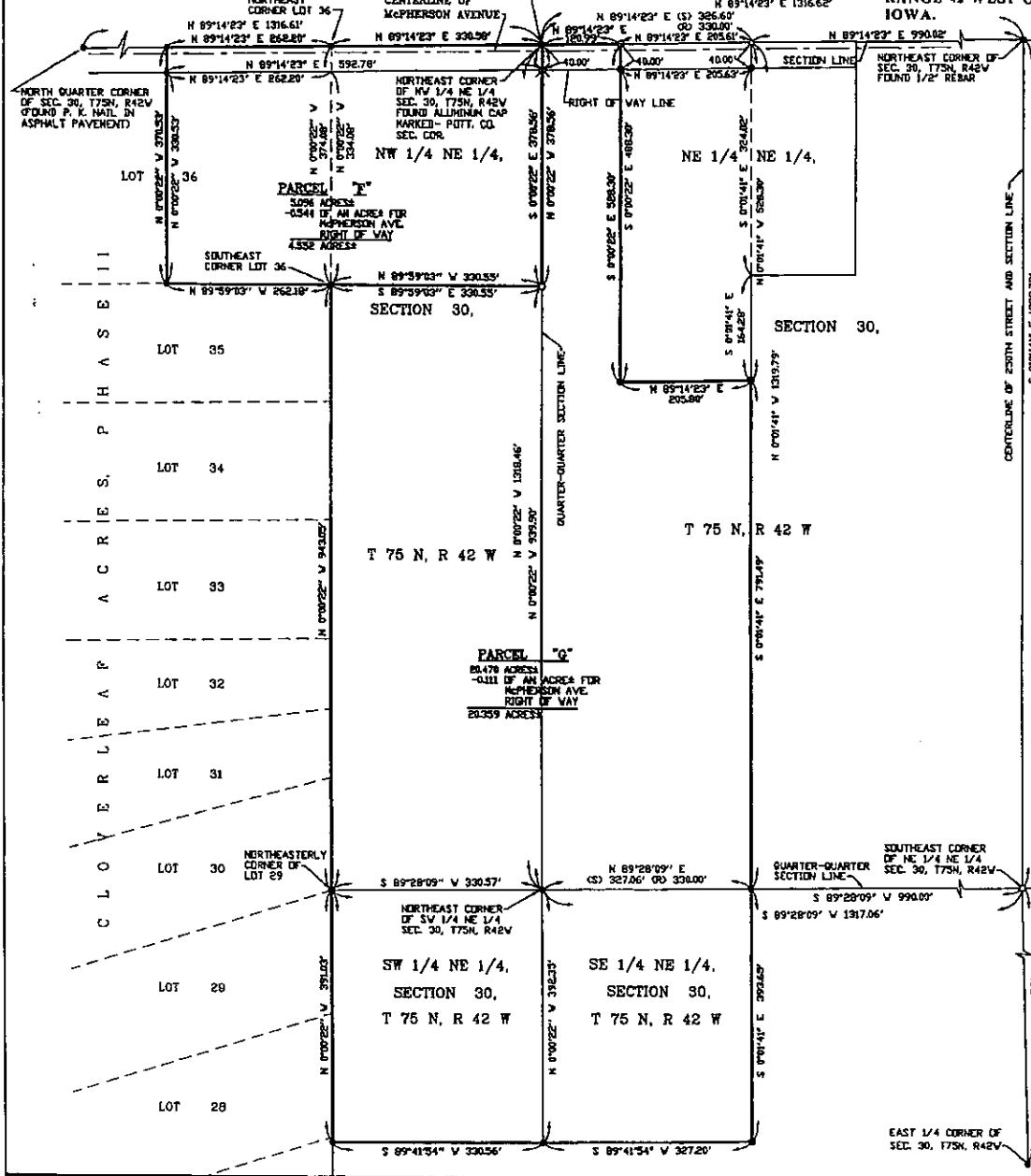
RMP 87 DEVELOPMENT-LLC SUBDIVISION
 project: STONERIDGE COURT
 client: WAYNE PETERSON
 sheet: RMP DEVELOPMENT
UTILITY PLAN SHEET

project no.
 107222
 sheet
G.02

C R FEE \$ 5.00 RMA \$ 1.00
 A FEE \$ _____ ECOM \$ 1.00
 T TAX \$ _____

2015-14876
 RECORDER MARK BRANDENBURG
 POTTAWATTAMIE COUNTY, IA
 FILE TIME: 11/12/2015 1:49:36 PM
 REC: S.00AUD: T TAX:

PREPARED BY: CARL H. ROGERS, JR. PHONE: (712) 366-9009 RMA: 1.00ECM: 1.00
 1688 ROLLING HILLS LOOP, COUNCIL BLUFFS, IOWA 51503



PLAT OF SURVEY

OF PARCEL "F" LOCATED IN PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER IN SECTION 30, TOWNSHIP 75 NORTH, RANGE 42 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, AND IN PART OF LOT 36, CLOVERLEAF ACRES, PHASE II, POTTAWATTAMIE COUNTY, IOWA.

AND PLAT OF SURVEY OF PARCEL "G" LOCATED IN IN PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 30, TOWNSHIP 75 NORTH, RANGE 42 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA.

LEGEND:

- - SET 5/8" REBAR W/ALUMINUM CAP MARKED L.S. #7717
- - FOUND 5/8" REBAR W/CAP MARKED #7717, UNLESS OTHERWISE DESCRIBED ON DRAWING
- - SET IRON NAIL IN ASPHALT PAVEMENT
- ✕ - SET CHISELED "X"
- △ - CALCULATED POINT
- (S) - SURVEYED AS
- (R) - REDORDERED AS
- +— INDICATES LINE NOT TO SCALE

SCALE: 1" = 100'
 100' 50' 0' 100' 200'

LEGAL DESCRIPTION: PARCEL "F"

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER IN SECTION 30, TOWNSHIP 75 NORTH, RANGE 42 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, AND IN PART OF LOT 36, CLOVERLEAF ACRES, PHASE II, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND POINT OF BEGINNING; THENCE SOUTH 0°00'22" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 378.56 FEET; THENCE NORTH 89°59'03" WEST A DISTANCE OF 330.55 FEET TO THE SOUTHEAST CORNER OF SAID LOT 36; THENCE NORTH 89°59'03" WEST, ALONG THE SOUTH LINE OF SAID LOT 36, A DISTANCE OF 262.18 FEET; THENCE NORTH 0°00'22" WEST A DISTANCE OF 370.53 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER SAID POINT ALSO, BEING ON THE NORTH LINE OF SAID LOT 36; THENCE NORTH 89°14'23" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, ALSO, BEING ALONG THE NORTH LINE OF SAID LOT 36, A DISTANCE OF 262.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 36; THENCE CONTINUING NORTH 89°14'23" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 330.58 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 5.096 ACRES, MORE OR LESS. SAID PARCEL IS SUBJECT TO AN EASEMENT FOR McPHERSON AVENUE RIGHT OF WAY. SAID EASEMENT CONTAINS 0.544 OF AN ACRE, MORE OR LESS.

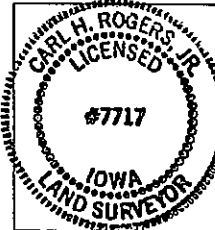
NOTE: THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER IS ASSUMED TO BEAR NORTH 89°14'23" EAST FOR THIS DESCRIPTION.

LEGAL DESCRIPTION: PARCEL "G"

A PARCEL OF LAND LOCATED IN IN PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 30, TOWNSHIP 75 NORTH, RANGE 42 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND POINT OF BEGINNING; THENCE NORTH 89°14'23" EAST, ALONG NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 126.99 FEET; THENCE SOUTH 0°00'22" EAST A DISTANCE OF 528.36 FEET; THENCE NORTH 89°14'23" EAST A DISTANCE OF 205.60 FEET; THENCE SOUTH 0°01'41" EAST A DISTANCE OF 791.49 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 0°01'41" EAST A DISTANCE OF 393.65 FEET; THENCE SOUTH 89°41'54" WEST A DISTANCE OF 327.20 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89°41'54" WEST A DISTANCE OF 330.56 FEET TO A POINT ON THE EAST LINE OF CLOVERLEAF ACRES, PHASE II, POTTAWATTAMIE COUNTY, IOWA; THENCE NORTH 0°00'22" WEST, ALONG THE EAST LINE OF SAID CLOVERLEAF ACRES, PHASE II, A DISTANCE OF 391.03 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER ALSO, BEING THE NORTHEASTERLY CORNER OF LOT 29 OF SAID CLOVERLEAF ACRES, PHASE II; THENCE CONTINUING NORTH 0°00'22" WEST, ALONG THE EAST LINE OF SAID CLOVERLEAF ACRES, PHASE II, A DISTANCE OF 943.05 FEET TO THE SOUTHWEST CORNER OF LOT 36 OF SAID CLOVERLEAF ACRES, PHASE II; THENCE SOUTH 89°59'03" EAST A DISTANCE OF 330.55 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 0°00'22" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 378.56 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 26.470 ACRES, MORE OR LESS. SAID PARCEL IS SUBJECT TO AN EASEMENT FOR McPHERSON AVENUE RIGHT OF WAY. SAID EASEMENT CONTAINS 0.111 OF AN ACRE, MORE OR LESS.

NOTE: THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER IS ASSUMED TO BEAR NORTH 89°14'23" EAST FOR THIS DESCRIPTION.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Carl H. Rogers, Jr. NOVEMBER 9, 2015
 CARL H. ROGERS, JR. DATE

LICENSE NUMBER: 7717

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016.

NUMBER OF SHEETS COVERED BY THIS SEAL: SHEET 1 OF 1

REVISION:
 TO CORRECT ERROR IN THE LEGAL DESCRIPTION ON THE PLAT OF SURVEY RECORDED IN BOOK 2015, PAGE 10946 IN THE OFFICE OF THE POTTAWATTAMIE COUNTY RECORDER.

THE FOURTH LINE OF THE SECOND PARAGRAPH OF PARCEL "F".
 READS SOUTHWEST CORNER OF SAID LOT 36;
 SHOULD HAVE READ SOUTHWEST CORNER OF SAID LOT 36;
 AS SHOWN ON THIS PLAT OF SURVEY.
 NOTE: THIS DOCUMENT HAS BEEN REDUCED.

ROGERS SURVEYING
 1688 ROLLING HILLS LOOP, COUNCIL BLUFFS, IOWA

SCALE: 1" = 100' PHONE: (712) 366-9000 DRAWN BY: J.A.T.
 DATE: 8-18-2015 REVISED: 11-9-2015

TITLE: PLAT OF SURVEY OF PARCEL "F" AND PARCEL "G" LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 75 NORTH, RANGE 42 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA.

CLIENT: DONALD G. & MARILYN J. SORNSON
 24730 McPHERSON AVENUE
 COUNCIL BLUFFS, IOWA 51503 SHEET 1 OF 1

hgm
 ASSOCIATES INC.
 640 FIFTH AVENUE, COUNCIL BLUFFS, IA
 PHONE: 712-323-0530

DESIGNED	DATE
CHECKED	DATE
APPROVED	DATE
DATE	DATE

RMP 87 DEVELOPMENT-LLC SUBDIVISION

PROJECT: STONERIDGE COURT
 CLIENT: WAYNE PETERSON
 RMP DEVELOPMENT

PLAT OF SURVEY

PROJECT NO: 107222
 SHEET: P.01

Case # SUB-2022-03
Attachment #2

Preparer: Christopher L. Juffer, 535 West Broadway, Suite 200, Council Bluffs, IA 51503, Phone: (712) 322-0448
Return to: Christopher L. Juffer, 535 West Broadway, Suite 200, Council Bluffs, IA 51503

Re: Lots 1 thru 12 inclusive, RMP 87 Development LLC Subdivision, Pottawattamie County, Iowa.

**DECLARATION OF RESTRICTIONS AND COVENANTS FOR
RMP 87 DEVELOPMENT LLC SUBDIVISION**

This Declaration of Restrictions and Covenants for RMP 87 Development LLC Subdivision (the "Declaration") is made and entered as of the date below written by RMP 87 Development, LLC, an Iowa limited liability company ("Developer").

**ARTICLE ONE
STATEMENT OF INTENT**

Developer owns real estate described above which is commonly referred to as RMP 87 Development LLC Subdivision. Developer desires to provide for the preservation of values in the development of said subdivision, and, therefore, desires to subject said real estate to the covenants, restrictions, and easements hereinafter set forth which are for the benefit of said property. Therefore, the Developer hereby declares that the real estate described above be held, sold, conveyed, and occupied subject to the covenants, restrictions, and easements hereinafter set forth, which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof.

**ARTICLE TWO
DEFINITIONS**

Section 1. "Properties" shall mean and refer to Lots 1 thru 12 inclusive, RMP 87 Development LLC Subdivision, Pottawattamie County, Iowa, which is subject to this Declaration.

Section 2. "Lot" shall mean any plot of land shown on the recorded Final Plat for RMP 87 Development LLC Subdivision, which specifically includes twelve (12) lots.

Section 3. "Residence" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence for single family.

Section 4. "Lot Owner" shall mean and refer to the record owner, including contract purchasers, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation, unless such person or entity has acquired title pursuant to foreclosure or another proceeding instead of foreclosure. Lot Owner shall include Developer.

Section 5. "Developer" shall mean RMP 87 Development, LLC, an Iowa limited liability company, and its successors and assigns.

Section 6. "Front Property Line" shall mean the property line of any Lot abutting the right-of-way of any street.

Section 7. "Outbuilding" shall mean an enclosed, covered structure or other structure not directly attached to the Residence to which it is appurtenant.

Section 8. "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof. Exterior Structures shall include, but not be limited to, any deck, gazebo, doghouse or other animal shelter, outbuilding, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box, playhouse, treehouse, or other recreational or play structure.

ARTICLE THREE RESTRICTIONS AND COVENANTS

Section 1. Use of Land. None of the Lots may be improved, used, or occupied for other than single-family private residential purposes, and no duplex, flat, or apartment house, although intended for residential purposes, may be erected thereon. No Lot shall be further subdivided. No residential building which has previously been at another location shall be moved onto any Lot. No trailer, Outbuilding, or Exterior Structure erected on any Lot shall at any time be used for human habitation; provided, however, that nothing herein shall prevent the Developer from erecting temporary buildings and using such temporary buildings or any residence for model, office, sales, or storage purposes during the development of the Properties.

Section 2. Setback Lines. No part of any Residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front street than fifty (50) feet, nor nearer to the side Lot line than twenty-five (25) feet. Provided, however, that Developer shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line on any such lot or lots. Notwithstanding anything in this section to the contrary, any such setback lines must be compliant with the Pottawattamie County, Iowa Ordinances.

Section 3. Dwelling Size.

A. Residences designed for construction on the Lots will be required to have the following minimum square footage; to-wit:

- 1) One Story Residences: 1,800 square feet of finished living area will be required on ground level.
- 2) One and One-Half Story Residences: 2,000 square feet of finished living area will be required above the basement level, with at least 1,300 square feet of finished living required on the first floor.
- 3) Two Story Residences: 2,200 square feet of finished living area will be required above basement level, with at least 1,100 square feet of finished living area required on the first floor.
- 4) Bi-Level and Split-Level and Split-Entry Residences: 2,200 square feet of finished living area will be required, with at least 1,600 square feet of finished living area required on the first floor.

B. The phrase “finished living area” as used in this Section shall include in all cases areas on the first and second floor of the Residence enclosed and finished for all-year occupancy computed on outside measurement of the Residence. The term shall not include any area in any basement, garage, porch, or attic finished or unfinished. Developer shall have and hereby reserves the right to reduce the floor area requirement set forth above for the construction of the initial Residence on a Lot, provided the total reduction for any one Residence may not exceed twenty percent (20.0%) of the minimum floor area requirement. No such variances shall be permitted for any replacement Residences after the original construction, and therefore any future replacement Residences on the Lots must conform to the square footage requirements set forth above; however, this shall not apply to the repair and/or remodel of any Residence which was originally granted a variance by the Developer.

C. Each Residence shall include at least an attached two car garage.

Section 4. Approval of Plans and Post-Construction Changes.

A. The primary purpose of design and other controls set forth herein is to protect and preserve the value of the Residences in RMP 87 Development LLC Subdivision for the benefit of the Lot Owners and the public in general. These controls are not to be viewed as a means for suppressing expressions of individuality nor as a mere land restriction. A secondary purpose of the design and other controls are to protect Developer’s financial investment in the unsold Lots.

B. No Residence or Exterior Structure may be erected upon a Lot unless and until the building plans, specifications, exterior color scheme, material, location, elevation, grade, and landscaping thereof have been submitted to and approved in writing by the Developer.

This requirement shall remain in place until the Developer's rights are terminated pursuant to Article IV, Section 6 below. No change or alteration in the building plans, specifications, exterior color scheme, materials, location, elevation, grade, and/or landscaping thereof shall be made until such change or alteration has been submitted to and approved in writing by the Developer. Any and all requirements contained herein for Developer approval shall no longer apply after Developer's rights have terminated pursuant to Article IV, Section 6 below, at which point the sole requirement for the construction, improvement, replacement, and/or repair of any future Residence or Exterior Structure shall be to comply with the requirements of these covenants (excluding Developer approval). Additionally, no change or alteration in the elevation, grade, and/or landscaping shall be made unless such change or alteration is in conformance with Pottawattamie County, Iowa Ordinances.

C. The drainage system designed in the approved plat, or as may be installed, may not be altered or interfered with in any manner. Each individual Lot Owner shall take all steps necessary to reasonably and adequately regulate the drainage from its Lot and to control unreasonable and undesirable erosion.

D. Material and equipment used during the construction and landscaping process will be stored and maintained on the Lot in an orderly manner. Discard materials, rubbish, and unneeded equipment will be removed from the Lot weekly. Construction and landscaping activities will be confined to the Lot on which the construction is in process.

E. No boat, camper, trailer, mobile home, truck, motorcycle, van, aircraft, grading or excavation equipment, or any other portable vehicle shall be stored, repaired, or routinely parked on the streets of the subdivision as shown by the plat nor on any Lot unless stored within the Residence or an Outbuilding. Each Lot Owner shall provide off-street parking to adequately meet its needs and, in any event, off street parking for two automobiles shall be provided in addition to the attached two car garage.

F. No Lot Owner may construct an Outbuilding or any other improvement, unless a Residence has been constructed on said Lot.

Section 5. Material Requirements and Utilities.

A. Exterior walls of all buildings, structures, and appurtenances thereto shall be made of brick, stone, stucco, wood shingles, wood siding, wood paneling, glass blocks, or any combination thereof. No vertical siding or vinyl siding shall be allowed. Windows, doors, and louvers shall be of wood, fiberglass, metal, and/or glass. Roofing materials shall be equal to or better than an architectural grade shingle which provide as an appearance of depth and has a thirty (30) year life expectancy or more. Exteriors, except roofs and shake sidewalls, shall be covered with no less than two coats of good paint or stain. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in a damaged condition longer than three (3) months, unless it is not reasonably practical to repair, improve, or replace such property within such period of time, in which case such repair, improvement, or replacement must be made as soon as reasonably practical.

B. All sewage and septic systems on each Lot shall comply with applicable state and local ordinances and regulations. Each Lot Owner shall be responsible for any expenses related to the provision of sewage and septic systems and private water wells. Additionally, each Lot Owner shall be responsible for any expenses related to the extension of utility services to their individual Residence from the main utility lines already provided by Developer. Each Lot Owner shall also be responsible for any expenses related to providing vehicle access to the Lot from the dedicated platted streets.

Section 6. Building or Uses Other than Residential Purposes; Noxious Activities.

A. Except as otherwise provided above, no Residence or Exterior Structure shall ever be placed, erected, or used for business, professional, trade, or commercial purposes on any Lot, provided, however that this restriction shall not prevent a Lot Owner from maintaining an office area in his or her residence which is not his or her principal place of business.

B. No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any Lot, nor shall any trash, ashes, or other refuse accumulate or remain on any Lot. Nothing shall be done on any Lot which may be or become an annoyance or nuisance to the neighborhood, including but not limited to mechanical work on automobiles or other equipment of any kind. Each Lot Owner shall properly maintain its Lot in a neat, clean, and orderly fashion. All Lots, Residences, and Exterior Structures shall be kept and maintained in good condition and repair at all times. Developer retains the right to keep and maintain such materials and equipment as it deems reasonably necessary to further development of the Properties.

C. No incinerator or trash burner shall be allowed on any Lot. No fuel tank shall be permitted to remain outside of any Residence. Except on pick-up day, no garbage or trash shall be permitted outside of any Residence unless within an area that is fully screened from view from any adjoining street or Lot as shown on the plat.

D. No Lot Owner shall use, suffer, or permit any person or persons in any manner whatsoever, to use a Lot for any purposes in violation of the laws and regulations of the United States, State of Iowa, or the ordinances and/or regulations of Pottawattamie County, Iowa, or any other lawful authority. No Lot Owner shall use, suffer, or permit any person or persons in any manner whatsoever, to use a Lot for any purpose which will constitute an unreasonable and improper invasion upon the quiet use and enjoyment of any other Lot Owner's property. All health and police regulations shall in all respects and at all times be fully complied with by the Lot Owner so as to prevent noxious and offensive activities or conditions which could constitute a public or private nuisance.

Section 7. Miscellaneous Rules.

A. All Lots, whether occupied or unoccupied, and any improvements placed thereon shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health.

B. No vehicles, including but not limited to, trailers, buses, campers, motor homes, recreational vehicles, boats, trucks, commercial vehicles, or any similar apparatus shall be parked, maintained, or stored on any Lot unless they are parked, maintained, and stored inside the Residence or other Outbuilding, and shall not be parked on the streets. It is the intent of the parties hereto that all automobiles and vehicles shall be kept in an enclosed garage whenever possible. No motorized vehicles shall be operated on any Lot or within the entire boundaries of RMP 87 Development LLC Subdivision other than in the streets or in the driveways. No all-terrain vehicles shall be operated within the entire boundaries of RMP 87 Development LLC Subdivision.

C. No television, satellite dish over 24 inches in diameter, radio citizens' band, short wave, or other antenna, solar panel, windmill, wind-driven electrical generating system, sun energy system, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. No lights or other illumination shall be higher than the Residence.

D. No speaker, horn, whistle, siren, bell, or other sound device, except intercoms, and those used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any Residence or in any yard.

E. All public utilities and services on all Lots shall be underground.

F. No exterior Christmas lights and/or decorations may be erected or maintained on any of the Lots except during a sixty (60) day period beginning on November 15th of each calendar year.

G. Dogs shall be confined to their owner's Lot. No dogs shall be allowed to run at large on the Properties.

H. No greenhouses may be constructed or maintained on any of the Lots.

I. No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of any Residence.

J. Each Lot Owner shall keep drainage ditches, culverts, and swales located on its Lot free and unobstructed and in good repair and shall provide for installation of such culverts upon its Lot as may be reasonably required for proper drainage. Additionally, a Lot Owner with a detention basin on its property shall maintain such detention basin and keep it in good repair.

K. No Lot Owner shall allow or permit any hunting or the discharge of any firearms within the entire boundaries of RMP 87 Development LLC Subdivision.

Section 8. Exterior Structures.

A. No Exterior Structure including, but not limited to, any Outbuilding shall be erected

upon, moved onto, or maintained upon any Lot except in compliance with the provisions set forth in these covenants. The appearance of any Outbuilding shall resemble the Residence.

B. Fences and walls shall not obstruct the Developer and shall not obstruct the scenic view of any Lot.

C. All basketball goals shall be freestanding and not attached to the Residence. All backboards shall be made of fiberglass or plastic. There shall be no more than two (2) basketball goals per Lot.

D. No above-ground swimming pools shall be permitted. All pools shall be fenced. All pools and hot tubs shall be kept clean and maintained in operable condition. All exterior hot tubs not located on a deck or porch shall be enclosed. Access to exterior hot tubs shall be restricted in a way that will not allow children access.

Section 9. Animals. No animal of any kind shall be raised, bred, or kept on any Lot, except that up to two (2) dogs, cats, or other household pets may be kept, as long as they are in compliance with Pottawattamie County, Iowa Zoning Ordinances. Under no circumstances are any poultry, including but not limited to chickens, ducks, geese, exotic birds, or turkeys, or horses, donkeys, reptiles, mules, or members of the swine family, to be raised, bred, or kept on any Lot. Each Lot Owner is responsible for cleaning up after its pets, including the removal of stools left by the pets when being walked.

Section 10. Driveways. All driveways must be made of concrete or brick construction. All driveways shall be limited to service of the primary Residence and any Outbuildings on the Lot.

Section 11. Signs. No advertising signs, billboards, or other advertising device shall be erected, placed, or permitted on any Lot, provided however, that the Developer may place signs advertising Lots for sale, and provided further, that a sign advertising a Lot for sale may be placed upon such Lot by the Lot Owner.

Section 12. Landscaping, Lawn, and Trees. Prior to occupancy, and in all events within eight (8) months after commencement of construction, all front and back laws, including all areas between each Residence and any adjacent street shall be fully seeded and shall remain fully seeded at all times thereafter. All vegetable gardens shall be located in the back yard. The Owner of each Lot shall keep the lawn uniformly mowed and clipped and shall properly maintain and replace all trees and landscaping. Noxious weeds and plants shall be removed from all improved Lots.

Section 13. Easements for Public Utilities; Drainage Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain, and use, or authorize the location, erection, construction, maintenance, and use of drains, pipelines, sanitary and storm sewers, gas, and water mains and lines, electric rights-of-way or easements and rights-of-way shown on recorded plat of the Properties. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining, or moving any utilities lines or services and shall inure to the benefit of all Lot Owners in the Properties as a cross

easement for utility line or service maintenance.

ARTICLE FOUR GENERAL PROVISIONS

Section 1. Property Subject to Declaration. The real property legally described above shall be held, transferred, sold, conveyed, and occupied subject to this Declaration as of the date of this Declaration.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer and/or the Lot Owners, and all their respective heirs, executors, administrators, successors and assigns. Pursuant to Iowa Code §614.24, these covenants and restrictions are valid and binding for a period of twenty-one (21) years from the date they are recorded with the office of the Recorder of Pottawattamie County, Iowa. These covenants and restrictions do not automatically renew. These covenants and restrictions may be extended pursuant to Iowa Code §614.24 by filing a verified claim with the office of the Recorder of Pottawattamie County, Iowa prior to their expiration.

Section 3. Enforcement. RMP 87 Development LLC Subdivision does not include any common areas. As such, there is no Iowa nonprofit corporation or other entity being created to serve as a homeowners' association to maintain any common areas or to enforce these covenants and restrictions. Lot Owners shall have the right to enforce these covenants and restrictions against other Lot Owners through the court system. The enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any Lot Owner violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages. If any action is brought in any court to enforce the terms or provisions of any of these covenants and restrictions against any Lot Owner, then the Developer or Lot Owner(s) instituting such proceeding shall be entitled to an award of all costs and fees (including reasonable attorney fees) incurred in connection with such proceeding against the Lot Owner violating these covenants and restrictions, if the party instituting the proceeding is successful. Failure of the of Developer or any Lot Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. The invalidation of any one of the covenants or restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

Section 5. Amendment. The Developer reserves the sole right, without the required approval of any other Lot Owner(s), to amend these covenants until Developer's rights are terminated pursuant to Section 6 of this Article. These covenants and restrictions can be amended, restated, and/or terminated after the Developer's rights hereunder are terminated pursuant to Section 6 of this Article, by the affirmative written approval of at least two-thirds (2/3) of the Lot Owners; however, no nonprofit corporation or other entity can be put in place as a homeowners' association to manage the RMP 87 Development LLC Subdivision without the unanimous written approval of the Lot Owners. Any amendment, restatement, or termination shall be in writing and filed with the office of the Recorder of Pottawattamie County, Iowa.

Section 6. Termination of Developer's Rights. Developer's rights and obligations hereunder shall terminate upon the earliest of the following: (i) following the sale of all Lots it owns and the completion of construction of dwellings on all Lots; or (ii) upon Developer filing a notice of termination of rights hereunder with the office of the Recorder of Pottawattamie County, Iowa.

Section 7. Time Frame to Construct Residences and Option in Favor of Developer. The Lot Owner shall commence construction of a residence on its Lot within twelve (12) months from closing on the purchase of the Lot by the original Lot Owner from the Developer. The residence constructed on the Lot shall be completed within twelve (12) months after the commencement of construction. The period of twelve (12) months within which construction must be commenced shall be binding upon subsequent purchasers of any Lot, and shall run from the initial conveyance from the Developer to a Lot Owner and shall not be extended without the written consent of Developer, which Developer may choose to extend at its complete and absolute discretion. In the event the Lot Owner does not commence construction of a residence on a Lot within twelve (12) months from the closing on the purchase of the Lot by the original Lot Owner from the Developer, then Developer shall have the right, at its option, to repurchase the Lot from the Lot Owner (including any subsequent Lot Owner acquiring the Lot from the original Lot Owner) for the price the original Lot Owner paid to Developer for the original purchase, less ten percent (10%) of the total original purchase price. Developer may exercise this option at any time after the expiration of twelve (12) months from the date of the initial conveyance of title from the Developer, so long as construction has not been commenced. Additionally, Developer shall have the first right of refusal to purchase any Lot if the Lot Owner desires to sell such Lot within twelve (12) months following the initial conveyance from Developer to a Lot Owner. During this period, Lot Owner shall give Developer immediate written notice of any accepted offer to purchase the Lot, and Developer shall have thirty (30) days after the date of the notice to exercise its first right of refusal hereunder, by tendering its offer to purchase to Lot Owner on substantially the same terms and conditions of the prior accepted offer. If Developer does not exercise this first right of refusal to purchase within the thirty (30) day period, this right shall terminate, and Lot Owner may proceed to sell the Lot pursuant to the prior accepted offer. All options and first rights of refusal hereunder shall terminate upon completion of construction of the residence on the Lot.

Section 8. Lot Twelve (11) Residence and Exterior Structure(s) Predates Subdivision. Lot Eleven (11) of the RMP 87 Development LLC Subdivision was developed prior to the creation of the RMP 87 Development LLC Subdivision and prior to the execution of these restrictions and covenants. Notwithstanding anything in these covenants and restrictions to the contrary, the Residence and/or any Exterior Structure located on Eleven (11) at the date of the execution hereof shall be allowed to continue to exist as constructed prior to the execution of these restrictions and covenants, and no other Lot Owner shall be entitled to force the Lot Owner of Eleven (11) to make any changes to the Residence or Exterior Structure that existed on Eleven (11) at the time these restrictions and covenants were executed, even if such Residence and/or Exterior Structure is not in compliance with these restrictions and covenants. However, the future replacement of any Residence and/or Exterior Structure located on Eleven (11) must be constructed in compliance with these covenants and restrictions; however, this shall any apply to replacements of such structures, and not to their ongoing repair and maintenance.

**Matt Wyant/Director, Planning and
Development and Maria
Sieck/Administrator, Public Health and
Representatives from Field Day
Development and Alley Poyner Macchietto
Architecture**

Update on the new Public Health Building.

**Kami Willet and Bernie Bolton, Board
members, East Pottawattamie Soil & Water
Conservation**

Discussion and/or decision regarding beaver issues in the
county.

SHELBY COUNTY BEAVER CONTROL CLAIM FORM

Permission Granted By: _____
(Printed name of Landlord or Tenant)

Landlord or Tenant Phone # _____

(Signature of Landlord or Tenant)

Trapped By: _____

DNR Customer ID # : _____

Trapper Name: _____

Trapper Address: _____

Trapper Telephone # _____

A Number Taken From this Site	B Date Taken: Month, Day, Year	C Location of Site: Township, Section, Range	D Bounty to be Paid by County Column A x \$25.00/Beaver

Rules & Guidelines:

1. Present this completed form and proof (tail of beaver) to Shelby County Conservation Board office at the Nishna Bend Recreation Area (516 Maple Road). Please call (712) 744-3403 before arriving.
2. Payment will be made from the County General Fund at rate of \$25 per beaver not to exceed \$5,000 per trapping season Nov.1 thru April 15.
3. Beavers must be harvested by legal means as defined by the Iowa DNR.
4. **No more than 20 beaver tails will be accepted at one time and no more than 20 accepted per week.**

I hereby certify that I personally took the above beaver(s) from the above designated site(s) and presented them to the Conservation Director for verification. I understand that I may be requested by the Conservation Director to identify the site where each beaver was taken and agree to do so upon request.

Trapper Signature

Date

Conservation Director / Date & Time checked in

Dixie Wilson/Assistant Finance **& Tax Officer**

Discussion and/or decision to approve and authorize the Board to sign Resolution No. 76-2022 entitled: TOWNSHIP TRUSTEE AND CLERK COMPENSATION.

RESOLUTION NO. 76-2022

TOWNSHIP TRUSTEE AND CLERK COMPENSATION

WHEREAS, the Pottawattamie County Board of Supervisors currently authorizes that all Township Trustees and Clerks be compensated at the rate of \$40.00 per meeting, and

WHEREAS, all Trustees are expected to attend a minimum of three (3) meetings per fiscal year (Budget, Pre-budget, and Financial Report). The number of county paid meetings may only be exceeded in any particular fiscal year by prior approval of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Pottawattamie County Board of Supervisors authorized the following Compensation and number of meetings effective January 1, 2023:

1. All Township Trustees will be compensated \$40.00 for each official meeting they attend. Trustees are expected to attend a minimum of three (3) meetings per fiscal year (Budget, Pre-budget, and Financial Report). The number of county paid meetings may only be exceeded in any particular fiscal year by prior approval of the Board of Supervisors.
2. All Township Clerks will be compensated \$40.00 per meeting they attend. Clerks are expected to conduct one work session per month at which they updated township receipts, disbursements, and other official records. Only Township Clerks will be compensated for said work sessions and said sessions are limited to twelve (12) per fiscal year. All Township Clerks will also be compensated for up to an additional three (3) official meetings per year (Pre-budget, Budget and Financial Repot). Said compensation shall not exceed \$600.00 per fiscal year.
3. All Township Trustees and Clerks shall turn in their completed timesheets to the County auditor’s Office. Payment shall be made at the end of each quarter for meetings attended during that quarter.

Approved this 20th day of December 2022.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

Other Business



Board of Trustees of the C & R Levee and
the Coulthard Levee Drainage Districts
Located in Pottawattamie and Harrison
County Iowa

BOARD OF SUPERVISORS' HEARING ROOM
POTTAWATTAMIE COUNTY COURTHOUSE, 2nd Floor
227 SOUTH 6TH STREET
COUNCIL BLUFFS, IOWA 51501

AGENDA

Tuesday, December 20, 2022

10:00 A.M.

How to Participate in this meeting:

- In Person
- Telephone Conference Call: (712) 328-5848
- YouTube: <https://www.youtube.com/channel/UCeP9ZQIBgMpuSyOprlyMl6g>

A. **Approval of minutes, December 13, 2022, for the Coulthard Levee District and the C & R Levee District meeting.**

B. **Approval of the two invoices from Hudson Law Firm for C & R District.**

Linda Swolley/Tax & Deed
Specialist, Auditor's Office

Board Meeting as Trustees of C & R District

**Approval of minutes from December 13, 2022, for the
Coulthard Levee District and the C & R Levee District Meeting.**

MELVYN J HOUSER
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
227 S 6TH ST, PO BOX 649
COUNCIL BLUFFS, IOWA 51502-0649



Linda Swolley-Drainage Clerk
Phone (712) 328-5700
FAX (712) 328-4740

December 13, 2022, at 10:00 A.M.

Present: Scott Belt, Justin Schultz, Tim Wichman, Brian Shea and Lynn Grobe Pottawattamie County trustees and Tony Smith and Walter Utman Harrison County trustees. Jon Rosengren, Engineer from Bolton & Menk over the phone.

Trustees of the Coulthard Levee Drainage District:

Coulthard Levee District to approve change order and pay request for the Coulthard Levee Repairs for Project No. 0A1121413, motion by Schultz, second by Shea.
UNANIMOUS VOTE. Motion Carried.

Trustees of the C & R Levee District (New Levee District):

The drainage clerk presented the board minutes from Harrison County dated November 17, 2022, motion by Shea, second by Schultz.
UNANIMOUS VOTE. Motion Carried.

Rosengren stated approximately 10,400 acres within the district and 300 more acres in Pottawattamie County.

Approving name of new levee district to C & R Levee Drainage District, motion by Shea, second by Utman,
UNANIMOUS VOTE. Motion Carried.

Approving payment to Berlin McCormick, motion by Shea, second by Schultz.
UNANIMOUS VOTE. Motion Carried.

Approving setting the commissioner's rate to \$100.00 half day and \$200.00 full day, motion by Shea, second by Belt.
UNANIMOUS VOTE. Motion Carried.

Linda Swolley, Clerk
Pottawattamie County Auditor's Office
227 South 6th Street
Council Bluffs IA 51501
712-328-5700

Linda Swolley/Tax & Deed
Specialist, Auditor's Office

Board Meeting as Trustees of C & R District

**Discussion and/or decision to approve two invoices for
the Hudson Law Firm for C & R Levee.**

Hudson Law Firm

321 N Main St. P.O. Box 210
Pocahontas, IA 50574
Phone: (712) 335-3591
Fax: (712) 335-4261

INVOICE

INVOICE # 35
DATE: 12/05/22

TO:
Pottawattamie County Auditor
Attn: Linda Swolley
227 S 6th St.
P.O. Box 649
Council Bluffs, IA 51501

COMMENTS OR SPECIAL INSTRUCTIONS:

PLEASE BE PATIENT WITH US AS WE GO BACK AND FORTH WITH DIFFERENT TYPES OF INVOICING DUE TO OUR BILLING COMPUTER CRASHING.

DATE	DESCRIPTION	RATE	TIME	TOTAL
11/22/22	Harrison/Pottawattamie County, 2 tele confs w/Charles Becker RE: Notice to fish & wildlife considerations	280.00	0.5	140.00
TOTAL DUE				140.00

Make all checks payable to Hudson Law Firm
If you have any questions concerning this invoice, please contact:
Casey Weaver
712-335-3591
hudsonlawfirmsecretary@gmail.com

THANK YOU FOR YOUR BUSINESS!

Jana Lemrick/Director, Human **Resources**

**Discussion and/or decision on Policy for Leave Balance Payout
for Elected Officials.**

Board of Supervisors Policy

Title: Leave Balance Payout for Elected Officials
Effective Date: December 1, 2022
Revision Date:
Authorized by: Board of Supervisors

Policy:

It is the policy of Pottawattamie County that Elected Officials do not earn vacation leave, sick leave or comp time. Elected Officials are provided an annual salary based upon the recommendation of the Compensation Board and approved by the County Board of Supervisors.

Comments:

Current employees who are elected into office will have their vacation leave, sick leave and comp time paid out in a timely manner in accordance with County policies when the budget allows, but in no event more than one year after being sworn in as an elected official. The employee pay rate rather than the elected official pay rate will be used to determine the final pay as an employee. Vacation and comp time will be paid at 100% of accrued balances, sick time will be paid at 50% of accrued balance.

If an elected official returns to an employee status, vacation leave, sick leave and comp time will be accrued according to the employee handbook. The employee will be given credit for the time previously served as an employee.

Mitch Kay/Director, Finance **and Budget**

**Discussion and/or decision on use of ARPA funds for Small
Town Projects.**

Received/Filed

Capital Plan 2022-2023 Summary

As of: 12/6/2022

Fund #	Fund Name	Current Fund Balance	Approved Capital Revenue & Expenses	Balance after Committed Funds
3	Gaming Fund	\$ 3,416,599.88	\$ 185,000.00	\$ 3,231,599.88
19	Land Fund	\$ 5,955,521.38	\$ 1,716,373.00	\$ 4,239,148.38
42	American Rescue Fund	\$ 11,722,622.03	\$ 11,678,408.15	\$ 44,213.88
		\$ 21,094,743.29	\$ 13,579,781.15	\$ 7,514,962.14

GAMING FUND

AS OF 12/6/2022

BALANCE \$ 3,416,599.88

Committed Funds							
Project	Department	Start Date	End Date	Revenue	Expense	Beginning Balance	Ending Balance
Recorder Imaging		Q1 - 2023			\$ (60,000.00)	\$ 3,416,599.88	\$ 3,356,599.88
BOS Minutes Imaging		Q1 - 2023			\$ (25,000.00)	\$ 3,356,599.88	\$ 3,331,599.88
Mt. Crescent Feasibility Study		Q4 - 2022			\$ (100,000.00)	\$ 3,331,599.88	\$ 3,231,599.88
						\$ 3,231,599.88	\$ 3,231,599.88
						\$ (185,000.00)	
Remaining Funds							\$ 3,231,599.88

LAND FUND

AS OF 12/6/2022

BALANCE \$ 5,955,521.38

Committed Funds							
Project	Department	Start Date	Original Bid	Revenue	Expense	Beginning Balance	Ending Balance
Jail Chillers		Q3 - 2022	\$ 716,373.00		\$ (716,373.00)	\$ 5,955,521.38	\$ 5,239,148.38
Sheriff Building Addition		Q3 - 2021	\$ 3,006,700.00		\$ (500,000.00)	\$ 5,239,148.38	\$ 4,739,148.38
Secondary Roads Building		Q4 - 2022	\$ 700,000.00		\$ (700,000.00)	\$ 4,739,148.38	\$ 4,039,148.38
July 2023 Transfer - General		Q2 - 2023		\$ 3,000,000.00		\$ 4,039,148.38	\$ 7,039,148.38
Engineering Services		Ongoing	\$ 50,000.00		\$ (50,000.00)	\$ 7,039,148.38	\$ 6,989,148.38
Hitchcock South - Electrical		Q1 - 2023	\$ 750,000.00		\$ (750,000.00)	\$ 6,989,148.38	\$ 6,239,148.38
Ferguson Purchase		Q1 - 2023	\$ 1,175,000.00	*Reimbursed	\$ (1,175,000.00)	\$ 6,239,148.38	\$ 5,064,148.38
Flood Buyout Part 2		Q2 - 2023	\$ 2,000,000.00	*Reimbursed	\$ (2,000,000.00)	\$ 5,064,148.38	\$ 3,064,148.38
Funds for Road Operation Building		Q2 - 2023			\$ (2,000,000.00)	\$ 3,064,148.38	\$ 1,064,148.38
*Flood Reimbursement		2024-2025		\$ 2,000,000.00		\$ 1,064,148.38	\$ 3,064,148.38
*Ferguson Reimbursement		2023		\$ 1,175,000.00		\$ 3,064,148.38	\$ 4,239,148.38
Remaining Funds							\$ 4,239,148.38

Pottawattamie County ARPA

\$ 18,107,806.08

Lost Revenue Provision	\$ 10,000,000.00
<u>Approved</u>	
Hitchcock Park Expansion	\$ 1,991,045.22
240th Street - Pioneer to Aspen	\$ 1,000,000.00
Dumfries Paving - Pioneer to Aspen	\$ 1,000,000.00
Bike Trail CB to Neola	\$ 1,300,000.00
Small town Matching w/IWF	\$ 1,500,000.00
Small town additional assistance (12*125k)	\$ 1,625,000.00
Dumfries to Woodland	\$ 1,300,000.00
Lost Rev Expenses	\$ 9,716,045.22

Lost Revenue Remaining \$ 283,954.78

Qualified Outside Lost Revenue	\$ 8,107,806.08
Remaining From Lost Revenue	\$ 283,954.78
<u>Approved</u>	
Sheriff Building Office Space	\$ 500,000.00
County Wide Radio's	\$ 3,250,000.00
Mercy Hospital	\$ 500,000.00
Jennie Edmundson	\$ 500,000.00
Regional Water Grant	\$ 300,000.00
Broadband Expansion	\$ 60,000.00
ROC - Waterline	\$ 341,546.98
ROC - Stormwater	\$ 296,000.00
Public Health Building	\$ 2,600,000.00
Qualified Expenses	\$ 8,347,546.98

Total ARPA \$ 18,107,806.08
 Lost Rev Expenses \$ (9,716,045.22)
 Qualified Expenses \$ (8,347,546.98)
 Available ARPA Funds \$ 44,213.88

Actual Costs To Date		Post Date
1st Tranch	\$ 9,052,086.50	5/24/2021
Interest	\$ 1,816.54	6/18/2021
Hitchcock Expansion Earnest Deposit	\$ 130,000.00	12/22/2021
Hitchcock Expansion Purchase	\$ 1,861,045.22	12/29/2021
Sheriff Building Expansion	\$ 500,000.00	9/29/2021
Regional Water Grant	\$ 300,000.00	7/27/2021
PROC - Detention Pond	\$ 192,482.35	11/9/2021
PROC - Detention Pond	\$ 113,064.63	12/21/2021
PROC - Watermain Extension	\$ 36,000.00	2/22/2022
Broadband - Marne Elkhorn	\$ 10,000.00	12/17/2021
Broadband - Breda Telephone Corp	\$ 10,000.00	5/2/2022
Radio Upgrade	\$ 2,475,441.36	3/2/2022
Radio Upgrade	\$ 471,512.64	4/20/2022
PROC - Watermain Extension	\$ 296,000.00	7/19/2022
2nd Tranch	\$ 9,052,086.50	6/9/2022
Interest	\$ 12,178.69	6/16/2022
	\$ 18,118,168.23	
	\$ 6,395,546.20	
Current Balance	\$ 11,722,622.03	

Appendix A

POTTAWATTAMIE COUNTY

OUT-OF-STATE TRAVEL NOTIFICATION FORM

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

TRAVEL INFORMATION

Name of Employee Traveling: Jamie Petersen

Department: GIS

Destination: San Diego, CA

Date of Travel: FROM: 7/9/2023 TO: 7/14/2023

Name of Elected Official/Department Head Authorizing Travel: Jamie Petersen

PURPOSE OF TRIP

1. Conference Travel

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

2 Non-Conference Travel

State Purpose: _____

Conference Name (Please give complete name) ESRI User Conference 2023

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	850
Lodging			1800
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	407 per GSA
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	
Conf./Seminar Fee			
Other:		Taxi/Uber Airport	50.00
Total Estimated Cost			\$ 3107

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

Public Comments

Closed Session

BUDGET STUDY SESSIONS