

Consent Agenda

January 31, 2023**MET IN REGULAR SESSION**

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

PLEDGE OF ALLEGIANCE**1. CONSENT AGENDA**

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

- A. January 24, 2023, Minutes as read.
- B. January 25, 2023, Minutes as read.
- C. Publication of Pottawattamie County Salary Listing for 2022.
- D. Sheriff's Office – Employment of Brianna Jones as an Office Clerk.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion made by Belt, second by Miller, to open Public Hearing on **Ordinance No. 2023-01**, an Ordinance to Adopt a Code of Ordinances for Pottawattamie County, Iowa.

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

Motion by Miller, second by Belt, to close public hearing.

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

Motion by Wichman, second by Jorgensen, to approve First Consideration of **Ordinance No. 2023-01**, an Ordinance to Adopt a Code of Ordinances for Pottawattamie County, Iowa; and to set date for Second Consideration for February 7, 2023 at 10 A.M.

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

Paula Hazlewood, Shalimar Mazetis, Niki Ferguson, and Holly Benson Muller from Advance Southwest Iowa Corporation appeared before the Board to give a presentation and provide an update on Advance Southwest Iowa corporation 2022 review. Discussion only. No action taken.

Tom Kallman/Manager, Regional Water appeared before the Board to give an update on the rural water extension to Pioneer Trail. Discussion only. No action taken.

Motion by Wichman, second by Belt, to sign contract to purchase additional Right of Way from Iowa Natural Heritage Foundation in the amount of \$199,000.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Wichman, to sign contract to purchase additional Right of Way parcel 1A, from James R and Monica A Hughes in the amount of \$22,732.00.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Wichman, to sign contract to purchase additional Right of Way parcel 1B, from James R and Monica A Hughes in the amount of \$295.00.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Belt, to sign contract to purchase additional Right of Way parcel 1C, from James R and Monica A Hughes in the amount of \$19,447.00.

UNANIMOUS VOTE. Motion Carried.

Jason Slack/Director, Buildings and Grounds appeared before the Board to discuss Courthouse Parking Lot Reconstruction plans. Discussion only. No action taken.

Motion by Wichman, second by Miller, to approve change order #1 Courthouse AHU Replacement Project in the amount of \$13,001.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Jorgensen, to approve change order #2 Courthouse AHU Replacement Project in the amount of \$8,534.

UNANIMOUS VOTE. Motion Carried.

Jason Slack/Director, Building and Grounds appeared before the Board to give an update on the Courthouse Addition Project. Discussion only. No action taken.

Motion by Belt, second by Miller, to approve setting time and place for a public hearing on an amendment to the FY 2022/23 budget for February 21, 2023, at 10 A.M.
UNANIMOUS VOTE. Motion Carried.

3. OTHER BUSINESS

Motion by Wichman, second by Miller, to approve and authorize Board Chairman to sign lease agreement with Bishop Business for lease of copier for Avoca Courthouse.
UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Jorgensen, to approve the following appointment for the Zoning Board of Adjustment: Karen Andersen for a 5-year term ending on December 31, 2027.
UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Wichman, to approve the following appointment for the Zoning Board of Appeals: Austin Kay for a 5-year term ending on December 31, 2027.
UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Jorgensen, to approve the following appointments for the Planning Commission: Justin Schultz, Brett Larson, and Delores Silkworth all for a 5-year term ending on December 31, 2027.
UNANIMOUS VOTE. Motion Carried.

Matt Wyant/Director, Planning and Development appeared before the Board to discuss funding for furniture for new courthouse addition.
Discussion only. No action taken.

Motion by Wichman, second by Belt, to approve the pay for the Kitchen Manager position to \$18 per hour.
UNANIMOUS VOTE. Motion Carried.

Motion by Jorgensen, second by Miller, to approve Pottawattamie County 2023 Insurance Renewal with Smith Davis.
UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Jorgensen, to approve the following appointments to the Veteran Affairs Commission: Holly Collins, Dan Kinney, and James Murray with 2 year terms expiring on June 30, 2025 and Ex-Officio Lynn Grobe and Andrew Dewey with 2 year terms expiring on June 30, 2025.
UNANIMOUS VOTE. Motion Carried.

4. COMMITTEE APPOINTMENTS

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

5. RECEIVED/FILED

A. Salary Action(s):

- 1) Conservation – Employment of Eiress Jones as a Hospitality and Guest Services worker.
- 2) Conservation – Employment of Jeanette Augustyn as a Ski/Snowboard Instructor.
- 3) Conservation – Payroll status changes for Steve Leland, Clayton Bohnenkamp, Christian Leland, Maximillian Leland, Nathan Carver, Joey Eisan, Charles Foote, and Clarence Sliger.
- 4) Jail – Payroll status change for Patricia Briles.
- 5) Attorney – Payroll status changes for Jon Jacobmeier, Lyndze Thompson, Hope Rodarte, Angela Christiansen, Christine Circo, and Jennifer Wallner.

B. Report (s):

- 1) Sheriff Report of Fees Disbursed and Collected for December 2022.

C. Out of State Travel Notification:

- 1) Sheriff – Out of State Travel Notification for Jeremy Petersen, Aaron Soucie, Marc Freeman, Josh Harker, and Zach Norman.

6. PUBLIC COMMENTS

No Public Comments.

7. CLOSED SESSIONS

Motion by Wichman, second by Miller, 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: Shea, Belt, Wichman, Miller, Jorgensen. Motion Carried.

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

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

Motion by Wichman, second by Belt, to go into Closed Session pursuant to Iowa Code 21.5(1)(j) for discussion and/or decision on purchase or sale of particular real estate.

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

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

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

8. BUDGET STUDY SESSION

- 1) Thriving Family Alliance
- 2) WIC
- 3) General Assistance
- 4) CD Treatment
- 5) Community Services
- 6) Human Resources/Risk
- 7) Secondary Roads
- 8) Auditor
- 9) Board of Supervisors

9. ADJOURN

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 3:55 P. M.

Brian Shea, Chairman

ATTEST:

Melvyn Houser, County Auditor

APPROVED: February 7, 2023

PUBLISH: X

I, Melvyn Houser, Auditor of Pottawattamie County, verify the following to be a correct copy of all claims allowed by the Pottawattamie County Board of Supervisors for the month of January 2023.

Vendor Name	Payable Description	Total Payments
3312 WEST BROADWAY PROPERTIES LLC	RENT - PUBLIC HEALTH	3,798.06
3RD DEGREE SCREENING INC	PROF SVC - HR/RISK	28.00
92 WEST	PROF SVC - CONSERVAT	420.00
ABBE CENTER FOR COMMUNITY MENTAL HEAL	RCF - SWIA MHDS REGIO	7,014.04
ABBIE ASHCRAFT	REIMB EXP - SWIA MHDS	74.38
ABC ELECTRIC INC	PROF SVC - SHERIFF	51,465.00
ABLE LOCKSMITHS	PROF SVC - CONSERVAT	98.15
ACME RESTORATIONS INC	PROF SVC - SHERIFF	1,032.06
ACTION BATTERIES UNLIMITED	SUPPLIES - CONSERVATI	87.60
ADAM FIELDS	REIMB EXP - SHERIFF	74.89
ADAM KLEIN	REIMB EXP - IT	172.75
ADVANCE SOUTHWEST IOWA CORPORATION	ECONOMIC DEV - BOARD	45,000.00
AGRIVISION GROUP LLC	ROADS/SOFTWARE	5,134.63
AIRGAS INC	ROADS/SUPPLIES	96.20
ALBERTSON BROTHERS GLASS LLC	PROF SVC - CONSERVAT	760.00
ALEGENT CREIGHTON CLINIC	MED SVC - BOARD	4,916.05
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	109.90
ALEGENT HEALTH BERGAN MERCY HEALTH SY	MED SVC - JAIL	324.34
ALEGENT HEALTH PSYCHIATRIC ASSOCIATES	MED SVC - SWIA MHDS R	349.60
ALL COPY PRODUCTS INC	PROF SVC - WIC	43.64
ALLEN DAN SEED COMPANY	SUPPLIES - CONSERVATI	2,461.00
ALLEY POYNER MACCHIETTO ARCHITECTURE	PROF SVC - NON-DEPAR	5,770.00
ALLIED OIL & TIRE COMPANY	SUPPLIES - CONSERVATI	2,809.69
AMAZON CAPITAL SERVICES INC	ROADS/SUPPLIES	9,198.54
AMERICAN FUTURE SYSTEMS INC	PROF SVC - JAIL	159.00
AMERICAN NATIONAL BANK	ROADS/MULT ACCOUNTS	35,574.16
ANDERSEN DOOR SERVICE INC	ROADS/REPAIR - LEWIS	180.00
ANDRY HAYDUK	RENT ASSIST - GA	400.00
ANTHONY KAVA	REIMB EXP - SHERIFF	444.00
ARNOLD MOTOR SUPPLY	ROADS/PARTS	69.67
ARROW TOWING INC	PROF SVC - SHERIFF	128.00
ASHLEY GRAY	REIMB EXP - SWIA MHDS	137.50
AT&T MOBILITY LLC	MO BILL - EMA	379.51
AUSTIN KAY	MEETING - PLANNING	35.00
AVI SYSTEMS INC	PROF SVC - IT	18,250.00
AVOCA VETERINARY	PROF SVC - CONSERVAT	336.75
B & K MECHANICAL CONTRACTORS LLC	PROF SVC - NON-DEPAR	99,739.50
BARBARA CHENEY	REIMB EXP - SWIA MHDS	177.50
BECKER GLOVE INTERNATIONAL LLC	SUPPLIES - CONSERVATI	650.18
BECKY LENIHAN	REIMB EXP - AUDITOR	32.75
BILLS WATER CONDITIONING INC	MO BILL - JAIL	547.60
BISHOP BUSINESS EQUIPMENT COMPANY	SUPPLIES - TREASURER	744.77
BLACK HILLS UTILITY HOLDING	MO BILL - JAIL	19,081.70
BLOOM WORKS LLC	PROF SVC - SHERIFF	262.00
BLUFFS TAXI AND COURIER INC	TRANSPORT - SWIA MHD	8.00
BOB BARKER COMPANY INC	SUPPLIES - JAIL	1,509.08
BOMGAARS SUPPLY INC	SUPPLIES - CONSERVATI	6,664.17
BOO INC	SUPPLIES - CONSERVATI	120.57
BOUND TREE MEDICAL LLC	SUPPLIES - CONSERVATI	126.73
BP ENTERPRISES INC	PROF SVC - SHERIFF	1,278.79
BRAND INDUSTRIAL SERVICES INC	ENCLOSURE - NON-DEPA	41,041.19
BRANDES FARMS INC	TOWER RENTAL - COMMI	5,042.17
BRANDON RAMSEY	REIMB EXP - SHERIFF	166.77
BRANDT LAND COMPANY	ROADS/ROW	11,936.00
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATI	734.00
BRENT MCKEE	PROF SVC - CONSERVAT	245.63
BRENTON AYOTTE	REIMB EXP - CO ATTORN	270.00
BRETT WESSELS	REIMB EXP - CO ATTORN	260.00
BRIAN MILLER	REIMB EXP - SHERIFF	47.98
BRIAN MCMILLIN	PROF SVC - IT	3,091.00

BRIAN SHEA	REIMB EXP - BOARD	403.75
BULLER FIXTURE A DIVISION OF CASH-WA DIS	EQUIP - CONSERVATION	1,110.00
BUSINESS CLEANING SOLUTIONS INC	MO BILL - CONSERVATIO	517.00
C & J INDUSTRIAL SUPPLY INC	PROF SVC - JAIL	349.75
C & P AUTO PARTS INC	SUPPLIES - JAIL	139.99
CADE HICKERSON	TOWER RENTAL - COMMI	5,042.17
CAPITAL ONE NA	MO BILL - DHS	26.22
CAPITAL SANITARY SUPPLY CO INC	SUPPLIES - JAIL	1,448.49
CARLOS CANO	PROF SVC - CONSERVAT	2,718.40
CARROLL COUNTY COUNCIL FOR THE PREVEN	SUPPORT SVC - SWIA MH	225.56
CASS COUNTY (IA)	TRANSPORT - SWIA MHD	30.00
CEN PRO	ROADS/PARTS	175.00
CENTRAL IOWA JUVENILE DETENTION CENTEF	TRANSPORT - SWIA MHD	289.80
CENTURY LINK COMMUNICATIONS LLC	MO BILL - COMMUNICATI	4,295.51
CENTURYLINK INC	MO BILL - IT	4,569.12
CHAD KUNZE	REIMB EXP - CONSERVAT	138.96
CHASITY CHRISTIE	REIMB EXP - BOARD	1,100.00
CHASITY KEPHART	REIMB EXP - SWIA MHDS	135.25
CHERYL HAWKINS	RIEMB EXP - COMMUNIC/	36.06
CHESTERMAN CO	SUPPLIES - CONSERVATI	2,795.58
CHRISTINE CIRCO	REIMB EXP - CO ATTORN	510.00
CHRISTOPHER JON ELLIOTT	MED SVC - MED EXAMINE	13,333.34
CHS INC	FUEL - EMA	423.51
CINTAS CORPORATION NO 2	ROADS/RENEWAL	3,672.38
CIOX HEALTH LLC	RECORDS - CO ATTORNE	333.04
CITIBANK NA	SUPPLIES - CONSERVATI	1,207.88
CITIBANK NA	MO BILL - B&G	109.48
CITY OF AVOCA	ROADS/UTILITIES	73.67
CITY OF CARSON	ROADS/UTILITIES	91.48
CITY OF COUNCIL BLUFFS	HAZ MAT 28E - EMA	17,374.00
CITY OF HANCOCK	MO BILL - CONSERVATIO	285.26
CITY OF OAKLAND	MO BILL - ENV HEALTH	35.00
CLEAR TITLE & ABSTRACT LLC	PROF SVC - NON-DEPAR	250.00
CMRS LLC	ROADS/ROW	15,602.00
COMMANDO LLC	PROF SVC - PUBLIC HEAL	500.00
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE	SUPPLIES - CONSERVATI	3,457.00
CONCERNED INC	VOC/DAY - SWIA MHDS R	2,378.00
CONTRACT PHARMACY SERVICES INC	SUPPLIES - JAIL	5,030.92
CONTROL DEPOT INC	SUPPLIES - COMMUNICA	501.61
CONVERGEONE INC	PROF SVC - IT	3,149.55
COREE SCHNEPEL	LANDSCAPING - EAST PC	3,575.00
CORPORATE TRANSLATION SERVICES INC	PROF SVC - CO ATTORNE	15.72
COUNCIL BLUFFS FOOT & ANKLE CARE PC	MED SVC - JAIL	171.65
COUNCIL BLUFFS WATER WORKS	MO BILL - JAIL	4,842.73
COUNTRY CARE CENTER CORPORATION	RCF - SWIA MHDS REGIO	51,294.20
COX COMMUNICATIONS INC	MO BILL - VARIOUS	4,406.32
CRANE SALES AND SERVICE LLC	ROADS/EQUIPMENT	20,844.30
CROWL PROPERTY MANAGEMENT INC	RENT ASSIST - GA	1,100.00
CRYSTAL CLEAR WATER INC	MO BILL - RECORDER	55.75
CUSTOM COMFORT INC	ROADS/CENTRAL & UNDE	250.00
CUTLER ONEILL INC	TRANSPORT - MED EXAM	11,400.00
D & S FEEDERS LLC	ROADS/HONEY CRK	7,406.84
D PUTNAM ENTERPRISES LLC	AWARDS - SHERIFF	646.00
D R ANDERSON CONSTRUCTORS CO	PROF SVC - SHERIFF	13,712.05
DAMIEN SHULL	ROADS/PROJECT	8,394.00
DANELLE BRUCE	REIMB EXP - SWIA MHDS	200.00
DANIEL BORGAILA	REIMB EXP - CONSERVAT	199.99
DATA POWER TECHNOLOGY LLC	PROF SVC - IT	6,760.00
DAVES PLACE LLC	MED SVC - SWIA MHDS R	9,175.00
DAVID W COBERLY SR	PROF SVC - JAIL	139.00
DEBBIE SCHULER	REIMB EXP - SWIA MHDS	45.81
DEBI REDMON	REIMB EXP - GA	48.51
DELL MARKETING LP	EQUIP - JAIL	1,810.04

DENCO HIGHWAY CONSTRUCTION CORPORAT	ROADS/MATERIALS	5,288.00
DENTAL SOLUTIONS INC	PROF SVC - JAIL	17.36
DEPARTMENT OF HEALTH AND HUMAN SERVIC	CERTIFICATION - PUBLIC	180.00
DEVORE FENCING SERVICE LLC	PROF SVC - CONSERVAT	5,644.40
DIAMOND MOWERS LLC	ROADS/PARTS	801.81
DIAMOND OIL COMPANY	FUEL - CONSERVATION	2,459.47
DISTRICT IV RECORDERS ASSOCIATION	DISTRICT DUES - RECOR	50.00
DLR GROUP INC	PROF SVC - BOARD	437.50
DMC FLEET SERVICES	PROF SVC - SHERIFF	10,658.57
DONALD NIELSON	PUBLICATIONS - BOARD	2,215.08
DONALD NIELSON	PUBLICATIONS - BOARD	1,774.01
DOORS INC	EQUIP - SHERIFF	11,304.00
DORAMAE CASSON	TRANSCRIPTS - CO ATTC	180.00
DOUGLAS KELSEY JR	REIMB EXP - SHERIFF	16.53
DOYLE EQUIPMENT MANUFACTURING CO INC	ROADS/EQUIPMENT	531.04
DUSTIN CLAYTON	PRESENTER - CONSERV/	550.00
EBS c/o AMERICAN NATIONAL BANK	EBS RETIREES - SHERIFF	1,260.34
ECHO GROUP INC	SUPPLIES - IT	13,544.27
ECHOSAT INC	ROADS/UTILITIES	225.00
ECOLAB INC	SUPPLIES - JAIL	1,013.79
EDWARDS CHRYSLER DODGE JEEP RAM FIAT	VEHICLE - CONSERVATIC	40,880.00
EMERGENCY SERVICES MARKETING CORP INC	SUBSCRIPTION - EMA	8,547.00
ERIC THOMSEN	ROADS/ROW	5,012.00
ERICH RACHWITZ	PROF SVC - SHERIFF	404.76
EVIZZIT LLC	MH SVC - SWIA MHDS RE	2,263.62
EYMAN PLUMBING INC	PROF SVC - CONSERVAT	4,574.45
FARM SERVICE COOPERATIVE	ROADS/FUEL	51,249.15
FARMERS MUTUAL COOPERATIVE TELEPHONE	ROADS/UTILITIES	647.58
FAYETTE COUNTY (IA)	MED SVC - MED EXAMINE	200.00
FBI LEEDA INC	TRAINNING - JAIL	2,385.00
FEDERAL SIGNAL CORPORATION	PROF SVC - COMMUNICA	3,412.50
FIELD DAY DEVELOPMENT LLC	PROF SVC - NON-DEPAR	4,803.75
FIKES COMMERCIAL HYGIENE LLC	ROADS/UTILITIES - CENTI	481.21
FIRESPRING PRINT INC	PROF SVC - JAIL	81.72
FLEUR DE LIS MOTOR INNS INC	LODGING - SHERIFF	1,545.60
FLORENCE CRITTENTON HOME OF SIOUX CITY	PROF SVC - DHS	3,125.55
FMTC SWT INC	ROADS/UTILITIES	122.45
FOCUS FAMILY OPTIONS & COMMUNITY SUPP	SUPPORT SVC - SWIA MF	2,397.51
FOX CREEK FUNDRAISING LLC	PROF SVC - PUBLIC HEAL	7,430.00
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATI	407.73
GARREANS LAW LLC	LEGAL REP - BOARD	1,350.00
GAWLEY TIRE & REPAIR INC	PROF SVC - ENV HEALTH	5,640.00
GENERAL PARTS LLC	SUPPLIES - JAIL	734.77
GENIE SERVICES	PROF SVC - PUBLIC HEAL	55.00
GENUINE PARTS COMPANY INC	SUPPLIES - B&G	25.98
GINA HUEBNER	REIMB EXP - SWIA MHDS	218.13
GISG LLC	ROADS/CARSON	1,192.99
GL DODGE CITY LLC	ROADS/NEW EQUIPMENT	127,348.00
GOVCONNECTION INC	PROF SVC - IT	6,166.44
GRAHAM TIRE CO OF LINCOLN LLC	PROF SVC - SHERIFF	3,341.76
GRAPHIC COMPUTER SOLUTIONS INC	PROF SVC - CO ATTORNE	6,944.03
GREAT AMERICA FINANCIAL SERVICES CORPC	PROF SVC - SWIA MHDS	129.78
GREAT PLAINS COMMUNICATIONS HOLDINGS I	MO BILL - IT	1,731.04
GREAT PLAINS PEST SERVICES INC	PROF SVC - B&G	205.00
GREAT PLAINS UNIFORMS	PROF SVC - SHERIFF	2,505.92
GREGORY L DAVIS	MED SVC - JAIL	853.33
GRISWOLD COOPERATIVE TELEPHONE CO	ROADS/UTILITIES	36.10
GRP & ASSOCIATES INC	PROF SVC - JAIL	293.00
GUARDIANS OF NORTHEAST IOWA INC	PROF SVC - SWIA MHDS	1,500.00
GUY SCHEFFLER	TOWER RENTAL - COMMI	458.38
HANEY SHOE STORE INC	ROADS/PPE	374.48
HARRISON COUNTY (IA)	TRANSPORT - SWIA MHD	216.88
HARRISON COUNTY HOMEMAKERS	SUPPORT SVC - SWIA MF	3,485.43

HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	563.01
HARTJE FARMS LLC	WELL CLOSURE - ENV HEALTH	500.00
HAWKEYE TRUCK EQUIPMENT CO INC	ROADS/PARTS	555.20
HEARTLAND CO OP	FUEL - SHERIFF	638.54
HEARTLAND FAMILY SERVICE	MED SVC - SWIA MHDS R	246,380.65
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES - 327	4,219.04
HENRY SCHEIN INC	SUPPLIES - JAIL	906.51
HGM ASSOCIATES INC	ROADS/SERVICES	23,683.37
HI WAY PRODUCTS INC	ROADS/SUPPLIES	96.88
HOLTZ SERVICE & SMALL ENGINE LLC	ROADS/REPAIRS	101.52
HOTSY EQUIPMENT CO	ROADS/SERVICE - HANCOCK	1,156.00
HS MEDICAL BILLING SERVICES INC	PROF SVC - PUBLIC HEALTH	107.36
HUMAN SERVICES ADVISORY COUNCIL INC	MEMBERSHIP - PUBLIC HEALTH	50.00
HUNT LEGACY FARMS LLC	LANDSCAPING - EAST PC	4,432.13
HY VEE INC	PRESCRIPTIONS - JAIL	87.62
INDOFF INCORPORATED	SUPPLIES - AUDITOR	731.29
INFOSAFE SHREDDING LLC	PROF SVC - DHS	587.00
INLAND TRUCK PARTS	ROADS/PARTS	1,916.14
INTERNATIONAL ASSOCIATION FOR IDENTIFICATION	MEMBERSHIP - SHERIFF	80.00
INTERNATIONAL ASSOCIATION FOR PROPERTY	MEMBERSHIP - SHERIFF	65.00
INTERSTATE POWERSYSTEMS INC	ROADS/SERVICE - 373	1,581.36
IOWA COMMUNITY SERVICES ASSOCIATION	DUES/MEMBERSHIP - SW	900.00
IOWA COUNTY RECORDERS ASSOCIATION	DUES - RECORDER	200.00
IOWA EMERGENCY MANAGEMENT ASSOCIATION	MEMBERSHIP - EMA	300.00
IOWA MUNICIPALITIES WORKERS COMPENSATION	WORK COMP - BOARD	24,581.00
IOWA OFFICE INTERIORS	SUPPLIES - AUDITOR	1,083.00
IOWA PRISON INDUSTRIES	SUPPLIES - SHERIFF	220.55
IOWA STATE ASSOCIATION OF COUNTIES	REGISTRATION - RECORDS	2,385.80
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY	ROADS/REGISTRATION	660.00
IOWA WASTE SERVICES HOLDING INC	MO BILL - JAIL	3,494.11
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	1,489.66
IOWA WEED COMMISSIONERS ASSOCIATION	ROADS/REGISTRATION	400.00
IOWA WORKFORCE DEVELOPMENT	4TH Q 2022 UNEMPLOYMENT	5,495.00
IVAN DELGADO	MED SVC - JAIL	5,552.21
J P COOKE COMPANY	SUPPLIES - JAIL	93.45
JACKSON SERVICES INC	PROF SVC - B&G	835.90
JAMES BURGER	REIMB EXP - CO ATTORNEY	270.00
JAMES KOHL	RENT ASSIST - GA	475.00
JAMIE PETERSEN	REIMB EXP - GIS	71.88
JAMISON-SCHMITZ FUNERAL HOME INC	PROF SCV - MED EXAMINER	495.00
JANA CLARK	PROF SVC - CONSERVATION	2,272.25
JDW MIDWEST LLC	PROF SVC - PLANNING	600.00
JEANNETTE JOHNSON	REIMBURSEMENT - BOAF	21.96
JEFFERSON FARM & AUTO LLC	ROADS/TIRE REPAIR - 400	25.70
JEFFREY KARLOFT	ROADS/ROW	8,118.00
JEFFREY W ANDERSEN	ROADS/TIRE REPAIR	813.69
JEFFS WASH & GLO	PROF SVC - SHERIFF	220.00
JENNIFER GERONIMO	REIMB EXP - SHERIFF	16.99
JEREDITH BRANDS LLC	MO BILL - B&G	13,028.49
JESSE PORTILLO	RELOCATION - VA	2,500.00
JESSE WINDHAM	REIMB EXP - SHERIFF	160.09
JIM HAWK TRUCK TRAILERS INC	PROF SVC - NON-DEPARTMENT	1,297.13
JODY MARSH	ROADS/REIMB	10.14
JOHN DEERE FINANCIAL	ROADS/PARTS - 513	2,062.44
JOHN THOMAS	PROF SVC - CO ATTORNEY	410.28
JOHN W GASPARINI INC	SUPPLIES - JAIL	872.53
JON THOMAS	MED SVC - JAIL	6,473.55
JONES AUTOMOTIVE INC	PROF SVC - SHERIFF	18,539.86
JP BORING CO	PROF SVC - ENV HEALTH	5,228.30
JP LUMBER INC	SUPPLIES - CONSERVATION	1,264.62
JULIANNE PRUITT	SUPPORT SVC - SWIA MHDS R	900.00
JULIE BOUTARD	TRANSCRIPTS - CO ATTORNEY	307.00
JULIE JAMESON	TRANSCRIPTS - CO ATTORNEY	31.50

JUSTIN GRAVES	RELOCATION - VA	2,500.00
JUSTIN SCHULTZ	REIMB EXP - BOARD	328.25
KAMBY ENTERPRISES LLC	POSTAGE - CONSERVATI	79.15
KARL CHEVROLET INC	VEHICLE - SHERIFF	31,951.00
KATIE SCHEFFLER	TOWER RENTAL - COMMI	458.38
KELBY VORTHMANN	ROADS/ROW	100.00
KELLY GREER	REIMB EXP - IT	28.50
KEY MASTERS OF GREATER OMAHA	PROF SVC - JAIL	2,960.40
KIMARIE MAASSEN	REIMB EXP - SWIA MHDS	52.50
KIMBERLY BOWMAN	RENT ASSIST - GA	1,200.00
KRISTINA M RICHEY	REIMB EXP - SWIA MHDS	1,591.25
KRONOS SAASHR INC	PROF SVC - IT	28,487.18
KURT FERGUSON	REIMB EXP - SHERIFF	166.64
LAACKE & JOYS COMPANY LLC	EQUIP - COMMUNICATIO	2,148.00
LANCASTER COUNTY (NE)	SVC FEES - BOARD	35.00
LAND SURVEYING SERVICES INC	ROADS/MATERIALS	660.00
LANGUAGE LINE SERVICE INC	MO BILL - COMMUNICATI	453.76
LARSEN SUPPLY CO	SUPPLIES - CONSERVATI	1,497.23
LAW OFFICES OF BRIAN TACKETT LLC	LEGAL REP - SWIA MHDS	149.60
LEA A VOSS	REIMB EXP - TREASUREF	212.30
LEAVENWORTH COUNTY (KS)	SVC FEES - BOARD	60.00
LEE BHM CORP	PUBLICATIONS - BOARD	3,042.67
LILY SCHEFFLER	TOWER RENTAL - COMMI	458.38
LINDA CONNER	PROF SVC - CO ATTORNE	1,368.90
LOCK CRAFTERS LLC	PROF SVC - B&G	1,021.50
LOCKTON COMPANIES	WELLNESS - BOARD	17,240.00
LYNN GROBE	REIMB EXP - BOARD	177.50
LYNN LEADERS	MEETING - PLANNING	48.75
MAIL SERVICES LLC	PROF SVC - TREASURER	3,181.95
MARICOPA COUNTY (AZ)	PROF SVC - BOARD	200.00
MARILYN KENNEDY	REIMB EXP - AUDITOR	66.00
MARK ASHLEY	RELOCATION - VA	2,500.00
MARK HYDRAULIC CO INC	SUPPLIES - B&G	339.25
MARNE & ELK HORN TELEPHONE COMPANY	MO BILL - COMMUNICATI	575.67
MARSHALL FUNERAL SERVICES INC	TRANSPORT - MED EXAM	885.00
MARY BETH ROSKENS	REIMB EXP - SWIA MHDS	254.90
MARY L KRAMER	SUPPLIES - CONSERVATI	915.74
MATHESON TRI GAS INC	SUPPLIES - CONSERVATI	32.05
MATTHEW ROWE	ELECTION WORK - AUDIT	200.00
MAX SCHEFFLER	TOWER RENTAL - COMMI	458.38
MCCLURE ENGINEERING	ROADS/SERVICES	8,497.75
MCKESSON MEDICAL-SURGICAL GOVERNMENT	SUPPLIES - PUBLIC HEAL	2,061.27
MD WEST ONE PC	RECORDS - CO ATTORNE	22.50
MECO-HENNE CONTRACTING INC	PROF SVC - NON DEPART	186,403.30
MEDEA & ASSOCIATES INC	SUPPLIES - SWIA MHDS F	4,617.96
MENARDS INC	SUPPLIES - CONSERVATI	5,901.63
MERCHANTS BONDING COMPANY (MUTUAL)	BONDING - BOARD	100.00
MICHAEL GENEREUX	MEETING - PLANNING	45.63
MICHAEL TODD & COMPANY INC	ROADS/SUPPLIES	771.84
MICHELLE CIESLUK	RENT ASSIST - GA	600.00
MIDAMERICAN ENERGY COMPANY	MO BILL - B&G	40,321.68
MIDLANDS HUMANE SOCIETY	CONTRACT - ANIMAL CO	7,335.28
MIDWEST CARD & ID SOLUTIONS LLC	PROF SVC - SHERIFF	1,112.79
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - CONSERVATI	990.55
MIRANDA WACHTER	REIMB EXP - SWIA MHDS	65.00
MMB LLC	ROADS/PARTS	3,237.24
MMIS HOLDINGS LLC	PROF SVC - CONSERVAT	149,300.00
MOLLY BROWN	REIMB EXP - SWIA MHDS	245.00
MONOPRICE INC	SUPPLIES - IT	128.93
MONTGOMERY COUNTY (IA)	TRANSPORT - SWIA MHD	397.50
MOSAIC	SUPPORT SVC - SWIA M	7,789.82
MUNICIPAL HOUSING AGENCY	RENT ASSIST - GA	434.00
MYCOUNTYPARKS.COM INC	PROCESSING - CONSERV	170.00

MYRA NIXON	REIMB EXP - RECORDER	68.81
NATIONAL SHERIFFS ASSOCIATION	MEMBERSHIP - SHERIFF	142.00
NCH CORPORATION	PROF SVC - B&G	359.17
NEBRASKA FURNITURE MART INC	EQUIP - CONSERVATION	3,238.49
NEBRASKA IOWA INDUSTRIAL FASTENERS CO	SUPPLIES - CONSERVATI	23.90
NEBRASKA TITLE COMPANY	REFUND - RECORDER	255.99
NICHOLAS GROBE	LANDSCAPING - EAST PC	10,275.00
NICKOLAS AMDOR	REIMB EXP - SHERIFF	50.50
NISHNA PRODUCTIONS INC	VOC/DAY/SUPPORT SVC	26,046.46
NISHNABOTNA VALLEY RURAL ELECTRIC COO	ROADS/UTILITIES	2,668.73
NMC GROUP INC	RENTAL - CONSERVATIO	20,775.02
NSG LOGISTICS LLC	ROADS/MATERIALS - UNC	1,963.73
OMAHA COMPOUND COMPANY	SUPPLIES - JAIL	2,491.85
OMAHA COUNCIL BLUFFS METROPOLITAN ARE	PROF SVC - BOARD	22,948.50
OMAHA TRUCK CENTER COMPANY INC	ROADS/PARTS	2,715.34
OMAHA WINDUSTRIAL COMPANY	SUPPLIES - CONSERVATI	960.87
OPD BUSINESS SOLUTIONS	SUPPLIES - DHS	623.91
OPTIMIZED SYSTEMS LLC	PROF SVC - NON-DEPAR	15,900.00
OTIS ELEVATOR COMPANY	PROF SVC - B&G	13.98
PARALLEL TECHNOLOGIES INC	PROF SVC - JAIL	1,476.15
PARKWILD HEIGHTS LLC	RENT ASSIST - GA	116.00
PATRICK MONTANG	ROADS/ROW	1,380.00
PATRICK RIGG	RENT ASSIST - GA	400.00
PATRICK SONDAG	REIMB EXP - CO ATTORN	450.00
PATS CARPET CARE INC	PROF SVC - CONSERVAT	325.00
PITNEY BOWES GLOBAL FINANCIAL SERVICES	PROF SVC - DHS	574.17
POINT OF VIEW STRATEGIES LLC	PROF SVC - PUBLIC HEAL	337.50
POMPS TIRE SERVICE INC	ROADS/TIRES	15,282.10
POPCO INC	MO BILL - PLANNING	89.00
POTTAWATTAMIE COUNTY BOARD OF SUPER	28E AGREEMENT - EMA	1,987,732.16
POTTAWATTAMIE COUNTY AUDITOR	QTRLY BILLING - SWIA MI	530,568.37
POTTAWATTAMIE COUNTY CONSERVATION BC	PROCESSING FEES - COI	6,651.00
POTTAWATTAMIE COUNTY IT DEPARTMENT	REIMB LICENSES - SWIA	737.97
POTTAWATTAMIE COUNTY JAIL	PRESCRIPTIONS - SWIA	1,464.52
POTTAWATTAMIE COUNTY SHERIFF	TRANSPROT - BOARD	18,107.18
PRAIRIE CONSTRUCTION COMPANY	ROADS/PAY APP 1 - ROC	320,796.16
PRINOTH LLC	PROF SVC - CONSERVAT	29,153.63
PROCESS LABEL SYSTEMS INC	SUPPLIES - CONSERVATI	2,842.00
PROCESS MEASUREMENT COMPANY	ROADS/SUPPLIES	190.00
PROFESSIONAL DEVELOPMENT ACADEMY LLC	PROF SVC - HR/RISK	1,995.00
PROTECH COMMERCIAL VEHICLE OUTFITTERS	ROADS/PARTS - 421	81.78
QUADIANT INC	POSTAGE - VARIOUS	3,000.00
QUADIANT LEASING USA INC	PROF SVC - TREASURER	1,549.23
R & S WASTE DISPOSAL LLC	ROADS/UTILITIES	1,216.76
R J THOMAS MANUFACTURING COMPANY INC	SUPPLIES - CONSERVATI	4,672.00
RADIOLOGY CONSULTANTS PC	MED SVC - JAIL	29.40
RASMUSSEN MECHANICAL SERVICES	PROF SVC - CONSERVAT	3,326.93
RAY MARTIN COMPANY OF OMAHA	PROF SVC - NON-DEPAR	420,290.56
RED OAK WELDING SUPPLIES	ROADS/RENT	125.40
REGIONAL WATER INC	MO BILL - CONSERVATIO	843.00
REM DEVELOPMENTAL SERVICES INC	RENT ASSIST - SWIA MHI	417.48
RENE STROUD	REIMB EXP - CONSERVAT	52.50
REPORTING SERVICES LLC	TRANSCRIPTS - CO ATTC	878.10
RICHARD HIATT	REIMB EXP - SHERIFF	144.41
RICK OSWEILER	PROF SVC - NON DEPAR	1,800.00
RIKAYLA REDDING	REIMB EXP - JAIL	10.26
ROBERT L WATSON	RENT ASSIST - GA	600.00
ROBERT M MCCALL JR	PROF SVC - B&G	23,502.50
ROBERT YARD	PROF SVC - CONSERVAT	299.00
ROGER DOLLEN	RENT ASSIST - GA	400.00
ROMAN SCHEFFLER	TOWER RENTAL - COMMI	458.38
RYAN AVIS	REIMB EXP - SHERIFF	133.70
S & L SANITATION ENTERPRISES INC	MO BILL - CONSERVATIO	124.00

SAFETY & HEALTH COUNCIL OF GREATER OM	REGISTRATION - HR/RISK	399.00
SAM ASHER COMPUTING SERVICES INC	MO BILL - IT	251.58
SANDAU BROTHERS SIGN COMPANY INC	PROF SVC - PUBLIC HEAL	2,550.00
SANOFI US SERVICES INC	SUPPLIES - PUBLIC HEAL	95.97
SAPP BROS INC	FUEL - SHERIFF	7,942.01
SARA BENSON	LEGAL REP - SWIA MHDS	292.40
SARAH DITTMER	LEGAL SVC - CO ATTORN	3,283.45
SCHABEN PROPERTIES LLC	RENT ASSIST - GA	400.00
SCHILDBERG CONSTRUCTION COMPANY INC	ROADS/ROCK	96,292.18
SCOTT BELT	REIMB EXP - BOARD	224.38
SENSOR CENTRAL INC	ROADS/SUPPLIES	203.84
SHARON L BEDSAUL	PROF SVC - CONSERVAT	26.75
SHELBY COUNTY (IA)	MED SVC - MED EXAMINE	2,590.17
SHELBY COUNTY CHRIS A MYRTUE MEMORIAL	24 HOUR CRISIS - SWIA M	5,427.00
SHELLEY WELTER	REIMB EXP - SWIA MHDS	458.13
SHELLY HOVEY	REIMB EXP - SWIA MHDS	133.75
SHEPPARDS BUSINESS INTERIORS INC	PROF SVC - JAIL	855.01
SHIVE HATTERY INC	PROF SVC - CONSERVAT	1,900.00
SIOUX CITY TRUCK SALES INC	ROADS/PARTS	87.69
SLAJ LLC	RENTAL ASSIST - VA	1,000.00
SMV FEATHERSTONE LLC	RENT ASSIST - GA	1,154.00
SNOW MACHINES INC	EQUIP - CONSERVATION	1,803.28
SOUTHWEST IOWA MENTAL HEALTH CENTER	CRISIS SVC - SWIA MHDS	8,000.00
SOUTHWEST IOWA PLANNING COUNCIL	TRANSPORT - SWIA MHD	1,297.18
SPEE DEE DELIVERY SERVICE INC	PROF SVC - DHS	348.12
ST LUKES HEALTH RESOURCES	ROADS/DRUG SCREENIN	420.00
STANARD & ASSOCIATES INC	PROF SVC - SHERIFF	170.00
STANDARD AUTO SERVICE CORP	PROF SVC - SHERIFF	287.50
STAPLES INC	SUPPLIES - PUBLIC HEAL	1,005.11
STAPLES INC	SUPPLIES - DHS	2,318.85
STATE OF IOWA	MED SVC - MED EXAMINE	18,682.31
STATE OF IOWA	SUPPLIES - SHERIFF	420.00
STATE OF IOWA	QTRLY BILLING - COMMU	10,876.50
STATE OF IOWA DEPARTMENT OF JUSTICE	FORFEITURE FUNDS - SF	479.80
STATE OF IOWA SECRETARY OF STATE	PROF SVC - AUDITOR	8,613.32
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	319.00
STELLA HUERTER	MEETING - PLANNING	39.38
STELLA SCHEFFLER	TOWER RENTAL - COMMI	458.38
STERICYCLE INC	PROF SVC - WIC	135.88
STOP STICK LTD	SUPPLIES - SHERIFF	970.00
SUNSHINE HOMES INC	SUPPORT SVC - SWIA MF	13,196.93
SUZANNE WATSON	REIMB EXP - SWIA MHDS	211.25
SYMPHONY DIAGNOSTIC SERVICES NO 1	MED SVC - JAIL	268.00
SYNCHRONY BANK	MO BILL - CONSERVATIO	2,543.04
SYNCHRONY BANK	SUPPLIES - CONSERVATI	8,683.05
SYSO LINCOLN INC	SUPPLIES - CONSERVATI	19,009.16
T & N ACQUISTION COMPANY	PROF SVC - CONSERVAT	150.00
TERRY MOORES	PROF SVC - CONSERVAT	250.00
THE BOARD OF REGENTS OF THE UNIVERSITY	RECORDS - CO ATTORNE	3,375.00
THE DAVEY TREE EXPERT COMPANY	ROADS/PROJECT	7,400.00
THE PRIDE GROUP INC	RCF - SWIA MHDS REGIO	42,030.06
THE RADAR SHOP INC	PROF SVC - SHERIFF	77.50
THE ROSE OF COUNCIL BLUFFS LP	RENT ASSIST - GA	600.00
THE SHERWIN WILLIAMS COMPANY	SUPPLIES - B&G	336.21
THINK SPACE IT	PROF SVC - IT	10,341.50
THOMPSON DREESSEN & DORNER INC	PROF SVC - SHERIFF	2,800.00
TIMOTHY WICHMAN	REIMB EXP - BOARD	363.75
TODD MEYER	PROF SVC - CONSERVAT	13.00
TORYANN CROZIER	PROF SVC - CONSERVAT	295.00
TRACY CLEVELAND	PROF SVC - ENV HEALTH	127.44
TRAVIS KEPHART	REIMB EXP - SHERIFF	143.55
TREASURER OF STATE OF IOWA	MED SVC - SWIA MHDS R	16,072.30
TREYNOR AG SUPPLY INC	PROF SVC - NON-DEPAR	14,284.00

TRIVIUM LIFE SERVICES	RENT ASSIST - SWIA MHI	513.50
TW VENDING INC	SUPPLIES - JAIL	394.00
UNDERWOOD FARM SUPPLY LLC	SUPPLIES - CONSERVATI	2,578.80
UNITED STATES CELLULAR CORPORATION	MO BILL - COMMUNICATI	629.70
UNITED STATES POSTAL SERVICE	PERMIT - AUDITOR	1,150.00
US BANK NATIONAL ASSOCIATION	MO BILL - EMA	697.50
US BANK NATIONAL ASSOCIATION	PROF SVC - SWIA MHDS	136.66
US BANK NATIONAL ASSOCIATION	MO BILL - VARIOUS	5,998.46
VAN WALL EQUIPMENT	ROADS/PARTS	2,053.12
VERIZON COMMUNICATIONS INC	MO BILL - SHERIFF	12,663.50
VIDANYX INC	SUBSCRIPTION - CO ATT	19,540.38
VISUAL EDGE INC	ROADS/CENTRAL	70.78
VOCATIONAL DEVELOPMENT CENTER INC	VOC/DAY - SWIA MHDS R	7,190.05
W C INVESTMENT CO INC	PROF SVC - GA	400.00
W W GRAINGER INC	SUPPLIES - CONSERVATI	668.05
WASECA COUNTY (MN)	SVC FEES - BOARD	10.00
WAUBONSIE MENTAL HEALTH CENTER	PSS - SWIA MHDS REGIO	2,500.00
WEST POTTAWATTAMIE SOIL & WATER CONSERVATION	EQUIP - WEST POTT SWC	1,594.65
WEST PUBLISHING CORPORATION	PROF SVC - CO ATTORNE	4,746.40
WESTERN ENGINEERING COMPANY INC	ROADS/MATERIALS	9,971.36
WESTERN IOWA TOURISM REGION	FUNDING - CONSERVATI	500.00
WESTLAKE HARDWARE INC	SUPPLIES - CONSERVATI	332.18
WESTWOOD APARTMENTS LLC	RENT ASSIST - GA	600.00
WEX BANK	ROADS/FUEL	32,028.53
WINDSTREAM HOLDINGS INC	MO BILL - COMMUNICATI	422.76
WORLD CUP SUPPLY INC	SUPPLIES - CONSERVATI	685.92
YLONDA MAGUIRE	REIMB EXP - SWIA MHDS	148.13
ZION RECOVERY SERVICES INC	CSRS - SWIA MHDS REGI	80,850.40
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		5,935,651.21

Fund Summary

Fund	Payment Amount
0001 - GENERAL BASIC FI	523,001.27
0002 - GENERAL SUPPLE	76,287.79
0003 - GAMBLING RESOU	93,994.38
0005 - WIC/FEDERAL FUN	4,390.08
0007 - LOST CONSERVAT	43,907.00
0011 - RURAL SERVICES I	24,666.64
0017 - CO ATTORNEY DEL	32,153.63
0018 - SPECIAL LAW ENF	479.80
0019 - PROPERTY ACQUI	327,375.90
0020 - SECONDARY ROAL	452,678.56
0023 - REAP FUND	550.00
0027 - CO CONSERV LANI	18,481.77
0036 - LOST SOIL CONS V	1,594.65
0037 - LOST SOIL CONS E	18,282.13
0042 - AMERICAN RESCU	42,148.00
0052 - VETERANS RELOC	7,500.00
1620 - BOND SERIES 202C	84,758.79
1630 - BOND SERIES 2021	38,523.00
1640 - BOND SERIES 2021	685,613.20
1935 - 2021C ROADS CAP	341,640.46
4000 - EMER MANAGEME	2,009,635.37
4010 - E911 FUND	23,536.94
4155 - MHDS REGION FU	1,084,397.60
6000 - DRAINAGE	54.25
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	5,935,651.21

Scheduled Sessions

Sheryl Garst/CEO, 712 Initiative

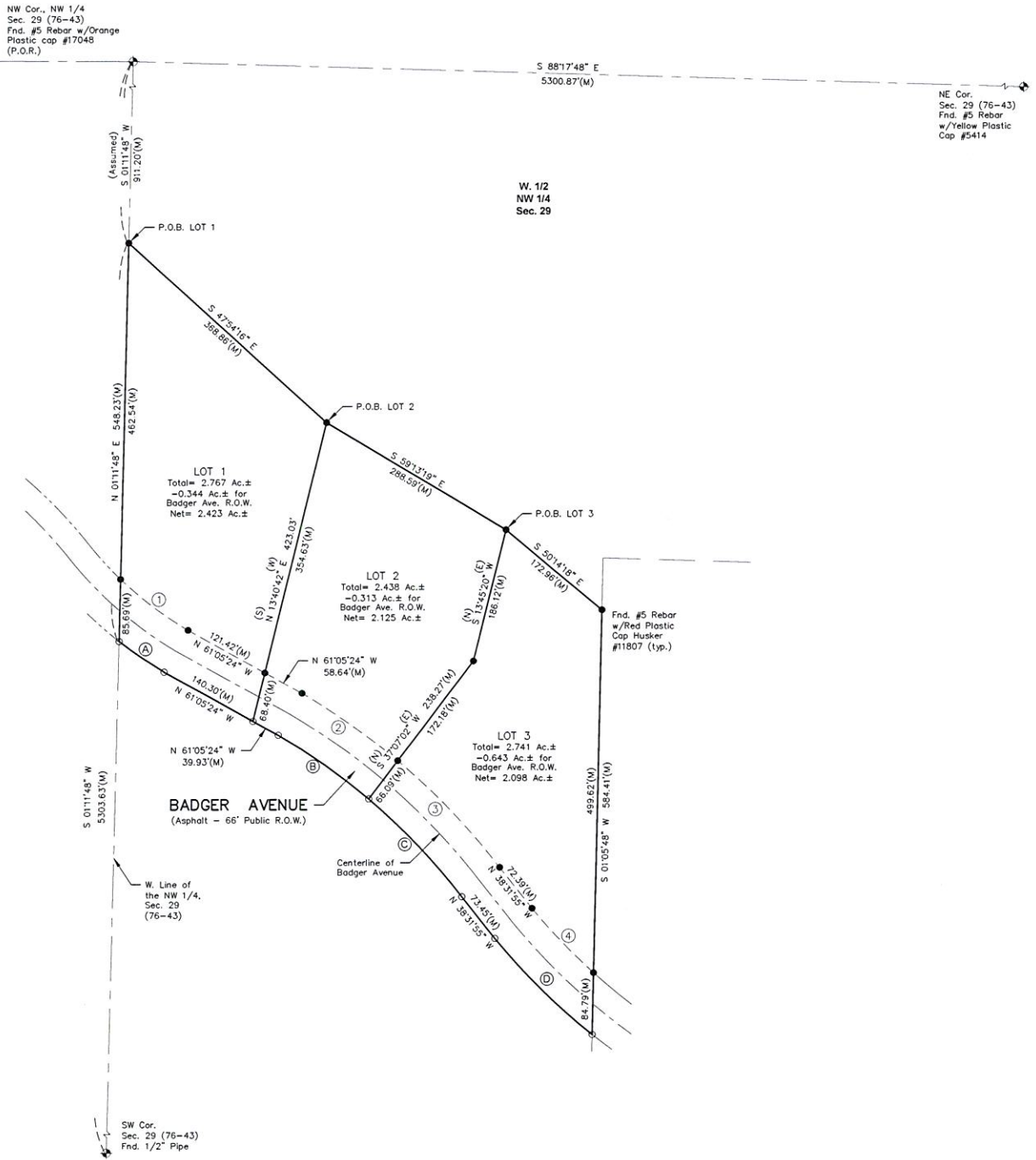
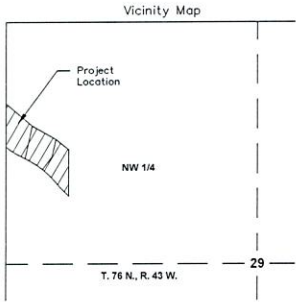
Update on 712 Initiative.

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

**Discussion and/or decision to authorize
Chairman to sign amended Final Plat
Schmidt's Creek Phase II.**

AMENDED FINAL PLAT OF
SCHMIDT'S CREEK PHASE 2

INDEX LEGEND	
Date of Survey:	January 4, 2021
Surveyor:	Jayne M. Malone
County:	Pottawattamie
Section:	29 Township: 76N Range: 43W
Aliquot Parts:	Part of the W. 1/2, NW 1/4, Section 29, T76N, R43W
Parcel Designations:	
Tax Address:	
Proprietor(s):	
Requested By:	



CURVE DATA

- A Δ = 07°33'16"
R = 571.84'
L = 75.40'(C)
C = 75.34'(M)
CB = N 55°46'49" W
- B Δ = 09°56'59"
R = 881.69'
L = 153.11'(C)
C = 153.92'(M)
CB = N 54°48'55" W
- C Δ = 12°09'01"
R = 881.69'
L = 186.97'(C)
C = 186.62'(M)
CB = N 43°45'55" W
- D Δ = 12°14'09"
R = 885.42'
L = 189.09'(C)
C = 188.73'(M)
CB = N 45°39'18" W

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
1	505.84	117.26'	116.99'(M)	N 52°49'11" W	13°16'53"
2	847.69	161.83'	161.63'(M)	N 54°56'40" W	09°47'02"
3	947.69	203.98'	203.59'(M)	N 43°53'11" W	12°19'57"
4	819.42	123.21'	123.09'(M)	N 43°53'03" W	08°36'54"

OWNER'S DEDICATION

Know all persons by these presents that Blake Schmidt and Rachael Schmidt, being the sole owners and proprietors of the property described in the legal description and embraced within this plat has caused the said property to be subdivided into Lots 1 - 3 and to be known as Amended Final Plat of Schmidt's Creek Phase 2.

Note: There will be no private restrictions and/or covenants for this subdivision. In witness thereof we do hereby, ratify and approve of the disposition of the Amended Final Plat of Schmidt's Creek Phase 2, as contained herein this ___ day of _____, 2023.

Blake Schmidt
Rachael Schmidt

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)

On this ___ day of _____, 2023, before me, a notary public in and for the state of Iowa, personally appeared Blake Schmidt, to me personally known, whom being by me duly sworn, did say he acknowledge the execution of this instrument to be his voluntary act and deed.

Notary Public for the State of Iowa

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)

On this ___ day of _____, 2023, before me, a notary public in and for the state of Iowa, personally appeared Rachael Schmidt, to me personally known, whom being by me duly sworn, did say he acknowledge the execution of this instrument to be her voluntary act and deed.

Notary Public for the State of Iowa

POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS

Approved by Chairperson: _____ Date _____

ATTESTED TO BE POTTAWATTAMIE COUNTY AUDITOR

County Auditor: _____ Date _____

POTTAWATTAMIE COUNTY ENGINEER

Approved by Engineer: *N/A* Date _____

POTTAWATTAMIE COUNTY PLANNING DIRECTOR

Approved by Director: *[Signature]* Date *4/30/2023*

CERTIFICATION OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, _____, treasurer of Pottawattamie County, Iowa, do hereby certify that the property included in the legal description and embraced within this plat is free from certified taxes and certified special assessments.

Treasurer, Pottawattamie County, Iowa: _____ Date _____

LEGAL DESCRIPTION

LOT 1
That part of the West Half of the Northwest Quarter of Section 29, Township 76 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, and being more particularly described as follows:

Referring to the Northwest corner of the Northwest Quarter of said Section 29, a #5 Rebar with an Orange plastic cap #17048 found for corner; thence southerly, on an Assumed bearing of South 01°11'48" West, on the West line of the Northwest Quarter of Section 29, 911.20 feet, to the Point of Beginning for the described Lot 1; thence following the perimeter for said Lot 1 on the following bearings and distances: southeasterly, South 47°54'16" East, 368.86 feet; thence southerly, South 13°40'42" West, 423.02 feet, to a point of intersection on the southerly line of Badger Avenue (a Public road); thence following the southerly line of said Badger Avenue on the following bearings and distances: northwesterly, North 61°05'24" West, 140.30 feet, to a point of curvature; thence on a curve to the right, having a radius of 571.84 feet, a central angle of 07°33'16", with a chord bearing of North 55°46'49" West, a chord distance of 75.34 feet, to a point of intersection on the West line of the Northwest Quarter of Section 29, thence departing the southerly line of Badger Avenue, northerly, North 01°11'48" East, on the West line of the Northwest Quarter of said Section 29, 548.23 feet, to the Point of Beginning.

Containing a total calculated area of 120,531 square feet, or 2.767 acres, more or less. Said parcel is subject to an easement for Badger Avenue right-of-way containing 0.344 acres, more or less, leaving a calculated net area of 2.423 acres, more or less.

LOT 2

That part of the West Half of the Northwest Quarter of Section 29, Township 76 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, and being more particularly described as follows:

Referring to the Northwest corner of the Northwest Quarter of said Section 29, a #5 Rebar with an Orange plastic cap #17048 found for corner; thence southerly, on an Assumed bearing of South 01°11'48" West, on the West line of the Northwest Quarter of Section 29, 911.20 feet; thence departing said West line, southeasterly, South 47°54'16" East, 368.86 feet, to the Point of Beginning for the described Lot 2; thence following the perimeter for said Lot 2 on the following bearings and distances: southeasterly, South 59°13'19" East, 288.59 feet; thence southerly, South 13°45'20" West, 186.12 feet; thence southeasterly, South 37°07'02" West, 238.27 feet, to a point of intersection on the southerly line of Badger Avenue (a Public road); thence following the southerly line of said Badger Avenue on the following bearings and distances: northwesterly, on a curve to the left, having a radius of 881.69 feet, a central angle of 09°56'59", with a chord bearing of North 54°48'55" West, a chord distance of 153.92 feet; thence, northwesterly, North 61°05'24" West, 39.93 feet; thence departing the southerly line of Badger Avenue, northerly, North 13°40'42" East, 423.03 feet, to the Point of Beginning.

Containing a total calculated area of 106,213 square feet, or 2.438 acres, more or less. Said parcel is subject to an easement for Badger Avenue right-of-way containing 0.313 acres, more or less, leaving a calculated net area of 2.125 acres, more or less.

LOT 3

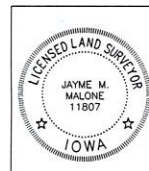
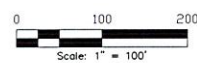
That part of the West Half of the Northwest Quarter of Section 29, Township 76 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, and being more particularly described as follows:

Referring to the Northwest corner of the Northwest Quarter of said Section 29, a #5 Rebar with an Orange plastic cap #17048 found for corner; thence southerly, on an Assumed bearing of South 01°11'48" West, on the West line of the Northwest Quarter of Section 29, 911.20 feet; thence departing said West line, southeasterly, South 47°54'16" East, 368.86 feet; thence southeasterly, South 59°13'19" East, 288.59 feet, to the Point of Beginning for the described Lot 3; thence following the perimeter for said Lot 3 on the following bearings and distances: southeasterly, South 50°14'16" East, 172.98 feet; thence southerly, South 01°05'48" West, 584.41 feet, to a point of intersection on the southerly line of Badger Avenue (a Public road); thence following the southerly line of said Badger Avenue on the following bearings and distances: northwesterly, on a curve to the right, having a radius of 885.42 feet, a central angle of 12°14'09", with a chord bearing of North 45°39'18" West, a chord distance of 188.73 feet; thence northwesterly, North 38°31'55" West, 73.45 feet, to a point of curvature; thence on a curve to the left, having a radius of 881.69 feet, a central angle of 12°09'01", with a chord bearing of North 43°45'55" West, a chord distance of 186.62 feet; thence departing the southerly line of Badger Avenue, northerly, North 37°07'02" East, 238.27 feet; thence northerly, North 13°45'20" East, 186.12 feet, to the Point of Beginning.

Containing a total calculated area of 119,415 square feet, or 2.741 acres, more or less. Said parcel is subject to an easement for Badger Avenue right-of-way containing 0.643 acres, more or less, leaving a calculated net area of 2.098 acres, more or less.

LEGEND

- ◆ = Section Cor.
- = Cor. Fnd. as Noted
- = Cor. Set #5 Rebar w/Red Plastic Cap
- = Husker #11807
- × = Comp. Point
- (M) = Mess. Dist.
- (P) = Plat Dist.
- (D) = Deed Dist.
- (R) = Record Dist.
- (C) = Comp. Dist.



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 Professional Land Surveyor under the laws of the State of Iowa.
[Signature] 1-26-2023
Jayme M. Malone
License number 11807
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: Sheet 1 of 1



John Rasmussen / County Engineer

**Discussion and/or decision to approve
and authorize Board to sign Resolution
No. 12-2023 to amend the Secondary
Roads County Five Year Program
(CYFP).**

RESOLUTION TO REVISE THE 2023 COUNTY FIVE YEAR PROGRAM (CYFP)

RESOLUTION NO. 12-2023

Whereas, unforeseen circumstances have arisen since adoption of the approved Secondary Road Construction Program (CYFP) and previous revisions requiring changes to the sequence, funding, and timing of the proposed work plan, and

Whereas, the Board of Supervisors of Pottawattamie County, Iowa, in accordance with Iowa Code Section 309.22 may initiate and recommend modifications per Iowa Code 309.23 and Iowa Department of Transportation Instructional Memorandum 2.050.

Therefore be it resolved, the Board of Supervisors shall amend the County Five Year Program with the following changes:

Accomplishment Year:

TPMS No.	Project Location	Type of Work	Accomplishment Year (\$1000)
32553	On 390 th Street, S34 T76 R40	Bridge Replacement	220
52927	On 400 th Street, S11 T24 R40	Box Culvert	215
47271	240 th Street Paving	HMA Paving	1,000
52716	Dumfries Avenue Paving	HMA Paving	1,000
52963	On Beechnut Rd, S13 T74 R41	Bridge Replacement	260
51168	On Truman Ave, S14 T77 R38	Bridge Replacement	260

1st Priority Year:

Project No.	Project Location	Type of Work	Accomplishment Year (\$1000)
47266	Magnolia Road, 260 th E 1 Mile	Bridge/PCC Paving	5,500

Dated this 7th day of February, 2023.

ROLL CALL VOTE

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

ATTEST: _____
Melvyn Houser, County Auditor

Recommended: _____
Pottawattamie County Engineer

John Rasmussen/County Engineer

**Discussion and/or decision to approve
and authorize Board to sign 28E
Cooperative Agreement for
participation in Rebuilding American
Infrastructure and Sustainability and
Equity (RAISE) Grant.**

**28E Cooperative Agreement for a
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project**

This Agreement is entered into this ____ day of _____, 2023, by and between the Iowa Department of Transportation (herein after referred to as Iowa DOT) and Crawford County, Iowa; Henry County, Iowa, Lee County, Iowa, Lucas County, Iowa, Page County, Iowa, Pottawattamie County, Iowa, Wright County, Iowa, Mitchell County, Iowa, and Clay County, Iowa as follows:

WHEREAS, all Counties and the Iowa DOT are public agencies as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, In accordance with Iowa Code Chapter 28E and other relevant sections of the Code of Iowa, the Counties and the Iowa DOT enter into this cooperative and joint Agreement to define the roles and responsibilities of the Counties and the Iowa DOT in order to provide for the design, construction, administration, and cost sharing for Nine (9) county sponsored bridges as part of a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Award, and

WHEREAS, the U.S. Department of Transportation typically makes available, through the Rebuilding American Infrastructure with Sustainability and Equity Transportation Discretionary Grants program or RAISE funding, to qualifying transportation agencies for planning and capital investments in surface transportation infrastructure, funds which are awarded on a competitive basis for projects that will have a significant local or regional impact, and

WHEREAS, the Counties desire to select potential bridge replacement candidates, to make application for RAISE Grant funding, and to utilize the Iowa DOT's contract for On-Call Grant Application Development Consulting Services with HDR Engineering, Inc., only to assemble and submit a grant application for the purpose of acquiring said RAISE Grant funding, and

WHEREAS, the Iowa DOT is willing and able to enter into a contract and provide contract management and accounting services as agreed to herein, for and between the parties to this Agreement and HDR Engineering, Inc, and

WHEREAS, Clay County agrees to be the Lead Applicant and Primary Recipient, and all other Counties agree to be Sub-Recipients, and

WHEREAS, it is desired by and in the interest of the Iowa DOT to support the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) application by acting as a pass-through agency, providing oversight, and acting in an advisory role, and

WHEREAS, the Counties and the Iowa DOT have informed themselves as to this Agreement.

IT IS NOW AGREED that the Counties and the Iowa DOT will enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed Project, and said cooperative actions include the following:

SCOPE

I. GRANT APPLICATION WORK

1. The Iowa DOT will be the Contracting Authority for the HDR Engineering Inc. Professional Services Agreement. The Contracting Authority shall be responsible for contract administration and accounting services between the Counties and the Consultant.
2. The Iowa DOT shall make payment to HDR Engineering Inc. for all grant application Professional Services rendered. After payment is made to HDR Engineering Inc., the Iowa DOT shall invoice each of the nine (9) counties for Professional Services rendered. Each of the nine (9) counties shall reimburse the Iowa DOT for their 1/9th share within 30 days of receipt of invoice.

II. POST-AWARD ROLES AND RESPONSIBILITIES

1. Clay County shall serve as the lead applicant, primary point of contact, and primary recipient for the RAISE grant application. The primary recipient shall be an eligible applicant that submits the application and is responsible to deliver the RAISE Grant Awarded Projects.
2. Upon notification of award, the applicant (Clay County) will elect to have grant funds administered through the Iowa DOT. The Iowa DOT shall act as a pass-through for the RAISE grant funding, providing Federal-aid oversight in the same manner as it does for other Federal formula funds that are administered through the Iowa DOT to the Counties. Primary and sub-recipients shall be responsible for financial accounting for their own project.
3. The Contracting Authority for each of the projects identified in section 4 below shall be the County Bridge Sponsor, and they shall be responsible for contract and project administration including:
 - Provide all pertinent correspondence and project information necessary to fulfill the reporting requirements to the primary recipient (Clay County)
 - Project planning, design, and letting for the project in accordance with the Iowa DOT Instructional Memorandums (I.M.s) for Local Public Agencies, which include processes and design requirements that meet Federal-aid standards and are which approved by the Federal Highway Administration (FHWA)
 - Process contractor's progress and payment vouchers
 - Perform construction observation
 - Upon successful completion, final acceptance of the Project
 - Pay its proportionate share of the Local Matching Costs as set forth in the FINANCING paragraph of this Agreement.
4. Each County Bridge Sponsor shall be a sub-recipient and is responsible for project development, construction inspection, and completion of final paperwork for their respective bridge project, as per Iowa DOT policy and Chapters 1-6 of the Iowa DOT's Instructional Memorandums to Local Public Agencies in effect at the time, and shall provide all pertinent information, as per the Letter of Support attached hereto and as such becomes part of this Agreement, to Clay County for RAISE project coordination and reporting requirements for the bridges identified below:
 - A. Clay County, Iowa
 - FHWA Structure Number: 20450
 - TPMS number: 51068
 - Location: On 480th Street over Little Sioux River
 - Preliminary Estimated Total Cost: \$4,000,000
 - Funds request in RAISE Grant: \$3,200,000

B. Crawford County, Iowa

- FHWA Structure Number: 127812
- TPMS number: 52914
- Location: On Donna Reed Avenue over Union Pacific RR
- Preliminary Estimated Total Cost: \$3,100,000
- Funds request in RAISE Grant: \$2,480,000

C. Henry County, Iowa

- FHWA Structure Number: 28440
- TPMS number: 52908
- Location: On 235th Street over Big Creek
- Preliminary Estimated Total Cost: \$5,000,000
- Funds request in RAISE Grant: \$4,000,000

D. Lee County, Iowa

- FHWA Structure Number: 33330
- TPMS number: 52906
- Location: On X32 over Lost Creek
- Preliminary Estimated Total Cost: \$1,900,000
- Funds request in RAISE Grant: \$1,520,000

E. Lucas County, Iowa

- FHWA Structure Number: 225450
- TPMS number: 1040
- Location: On 430th Street/H50 over Union Pacific RR
- Preliminary Estimated Total Cost: \$3,200,000
- Funds request in RAISE Grant: \$2,560,000

F. Mitchell County, Iowa

- FHWA Structure Number: 36630
- TPMS number: 45659
- Location: Walnut Avenue over Wapsipinicon River
- Preliminary Estimated Total Cost: \$1,800,000

- Funds request in RAISE Grant: \$1,440,000

G. Page, Iowa

- FHWA Structure Number: 268530
- TPMS number: 45182
- Location: On M41/D Avenue over East Nishnabotna River
- Preliminary Estimated Total Cost: \$3,700,000
- Funds request in RAISE Grant: \$2,960,000

H. Pottawattamie County, Iowa

- FHWA Structure Number: 288730
- TPMS number: 47266
- Location: On G30/Magnolia Road over Mosquito Creek
- Preliminary Estimated Total Cost: \$5,500,000
- Funds request in RAISE Grant: \$4,400,000

I. Wright County, Iowa

- FHWA Structure Number: 54520
- TPMS number: 51107
- Location: On C70/330th Street over Boone River
- Preliminary Estimated Total Cost: \$2,750,000
- Funds request in RAISE Grant: \$2,220,000

5. The above listed projects shall be bid via the Iowa DOT's Contracts and Specifications Bureau's letting process. The project(s) shall be paid in full by September 30, 2032, or the amount not paid will be de-obligated.
6. Each Contracting Authority shall follow the Iowa DOT process for contractor selection.

FINANCING – Each County Bridge Sponsor shall pay for their respective project costs. Payment to the Prime Contractor shall be made from each County Bridge Sponsor's Farm to Market account, and the RAISE funds shall be reimbursed to each of the said accounts, as per normal Iowa Department of Transportation payment and reimbursement methodologies. All costs not reimbursed with RAISE funds, Federal-aid HBP funds, Swap-HBP funds, County Bridge Construction Fund funds, or Farm to Market funds shall be paid for by each respective County Bridge Sponsor. Any change orders during construction shall be approved by the County Bridge Sponsor as the Contracting Authority, and the lead applicant if required.

TERMINATION – This Agreement will be terminated upon final acceptance of the work by all County Bridge Sponsors and settlement of the financial conditions set forth in the FINANCING paragraph above, including final project acceptance and closeout in FMIS and final acceptance of RAISE Grant award requirements and final reporting. If any of the Counties or the Iowa DOT wish to terminate their responsibilities under this agreement, an amendment to this agreement must be executed by all parties specifying the conditions of such termination.

SERVABILITY- If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this Agreement shall remain in effect.

NON-DISCRIMINATION- In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPAs shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

CHAPTER 28E PROVISIONS - There will be no new or separate legal or administrative entity created by this Agreement. The primary recipient shall be responsible for the filing of this Agreement with the Iowa Secretary of State as required by law following its execution.

EXECUTION – This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that the Agreement may be executed by electronic, digital, pdf, or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

INDEMNIFICATION – The Counties shall Indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the respective acts or omissions by the Counties, or the officers, agents, or employees of either, in the course of any work done in connection with any of the matters set forth in this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

County Signature Block

This agreement was approved by official action of the (County Name) County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

Iowa DOT Signature Block

This agreement was approved by official action of the Iowa DOT on the _____ day of _____, 20_____.

Deputy Director, Transportation Development Division

Resolution No. _____

In Support of the Joint RAISE Grant Agreement
&
Letter of Support for the
2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project

Whereas, _____ County, Iowa bridge FHWA number: _____, has been identified as being part of a joint Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project, and

Whereas, it is desired by and in the interest of _____ County to participate fully in the RAISE project activities as a Sub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion, and

Whereas, we are in support of Clay County providing Lead-recipient roles and duties, and

Whereas, we understand and accept the Sub-recipient roles and responsibilities as defined in the "28E Cooperative Agreement for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project", and

Whereas, each County Bridge Sponsor as shown in Section 4, paragraph A-I shall be responsible for all local matching funds and accepts any costs exceeding the funds requested in the RAISE Grant application for their respective structure.

THEREFORE BE IT RESOLVED that the Board of Supervisors of _____ County, Iowa hereby approves and directs the Chair to sign this Letter of Support for the 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project and the 28E Cooperative Agreement for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Project, and to provide all pertinent correspondence and project information to:

Attn: William Rabenberg, P.E.
Clay County Engineer
300 W 4th Street #5
Spencer, IA 51301-3806
(712)262-2825

Adopted this ____ day of _____, 2023.

Chair, Board of Supervisors

ATTEST:

Jason Slack/Director, Buildings and Grounds

**Discussion and/or decision on Courthouse
Parking Lot Reconstruction Project
Preliminary Option of Cost; on pay to park or
free parking.**

Other Business

Mark Shoemaker/Director,
Conservation and Jana
Lemrick/Director, Human
Resources

**Discussion and/or decision on pay for Chair Lift
Operator position.**

Mark Shoemaker/Director,
Conservation

**Discussion and/or decision to approve and authorize
Board Chairman to sign Farm Lease with Hanson
Brothers Land Livestock LLC, for property legally
described as: CRESCENT TWP 22-76-44 G/L 1 W1/2 NW
S OF DITCH EXC RR.**



FARM LEASE

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 Nick Hanson D/B/A Hanson Brothers Land & Livestock LLC ("Tenant"), whose address for the purpose of this Lease is 28657 185th, Honey Creek, Iowa 51542.

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"):

CRESCENT TWP 22-76-44 G/L 1 W1/2 NW S OF DITCH EXC RR

and containing 12.6 total acres, more or less, with possession by Tenant for a term of 2 year to commence on March 1, 2023, and end on March 1, 2025. 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 \$2,709.00 (\$215 per acre) payable as follows:

\$1,354.50 on March 1, 2023 and \$1,354.50 on September 1, 2023; and
\$1,354.50 on March 1, 2024 and \$1,354.50 on September 1, 2024.

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. **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.

4. **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.

5. **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.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.

11. **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.
12. **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.
13. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
14. **NO AGENCY.** Tenant is not an agent of the Landlord.
15. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
16. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
17. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
18. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.
19. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
20. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on

behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

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

22. **INSURANCE/TAXES.** Landlord 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.

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

24. ADDITIONAL PROVISIONS.

- 2-year lease agreement
- 12.6 acres
- Tenant is required to plant a cover crop of rye and turnips after harvest
- If corn is planted, require short season corn with harvest no later than November 1
- All management decisions cleared through Natural Areas Management staff
- Good erosion management and farming practices required (contour planting)
- Extreme caution used for spring drift on surrounding property
- No-till farming preferred

DATED: _____.

TENANT:

LANDLORD:

Nick Hanson D/B/A
Hanson Brothers Land & Livestock, LLC

Pottawattamie County, Landlord
Brian Shea, Chairman

Attest: Melvyn Houser, Auditor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me on _____ day of _____, 2023 by
Brain Shea

and 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 _____, 2023 by Nick
Hanson.

Signature of Notary Public

Mark Shoemaker/Director, Conservation

**Discussion and/or decision on Appointment
to the Conservation Board.**

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

Discussion and/or decision to approve/disallow the following applications made top the Assessor's Office: Homestead (186 recommend allowed, 0 recommend disallowed), Military (21 recommend allowed, 2 recommend disallowed), Disabled Veteran Homestead (7 recommend allowed, 0 recommend disallowed), Family Farm (10 recommend allowed, 0 recommend disallowed).

Credit Apps to Auditor

February 1, 2023

	<u>Recommend Allowed</u>	<u>Recommend Disallowed</u>
Homestead:	186	0
Military:	21	2
Disabled Veteran Homestead:	7	0
Family Farm:	10	0

<u>Disallowed</u>	<u>Credit Type</u>	<u>Reason for Disallowance</u>
774328100014	Military	Nebraska National Guard does not qualify.
774130101003	Military	Nebraska National Guard does not qualify. Six years not long enough to qualify without being activated for Federal duty. Active Duty training does not qualify.
75 44 34 13 4008	Homestead	Already receiving credit for another address
75 40 12 35 5009	"	must reside in home / mailing address change
774234400012	"	"
75 44 26 12 7009	"	"
74 44 16 25 3032	"	"
75 44 27 15 3016	"	"
774028200001	"	"
743912200002	"	"
744412378091	"	"
75 40 13 15 2004	"	"
75 43 33 15 1007	"	"

Committee Appointments

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

Received/Filed

Fee Book (01/01/2023 - 01/31/2023)

Criteria: {FMXFUS01_RPT_POTT.TndrDate} >= #01/01/2023# AND {FMXFUS01_RPT_POTT.TndrDate} <= #01/31/2023#

	Count	Total Fund Amount
Recording Fees		
RMA	845	\$853.00
E-Commerce	845	\$853.00
Audit	271	\$1,545.00
Recording	845	\$17,780.00
County Transfer Tax	117	\$9,318.07
State Transfer Tax	117	\$44,700.33
Photo Copies	23	\$476.00
Total For Recording Fees	3063	\$75,525.40
Other Fees		
COUNTY PASSPORT POSTAGE FUND	46	\$14,228.25
Total For Other Fees	46	\$14,228.25
Boats		
Boat Writing	14	\$52.50
Boat State	14	\$643.45
Boat Title County	12	\$85.00
Boat Title State	12	\$110.50
Boat Liens State	3	\$19.50
Use Tax	18	\$24,643.80
Boat Lien County	3	\$15.00
Road Pass	20	\$4,200.00
DNR Postage	9	\$18.00
Plat Book	1	\$70.00
Total For Boats	106	\$29,857.75
Hunt and Fish		
Hunt Fish County	2	\$2.00
Hunt Fish State	3	\$172.50
Total For Hunt and Fish	5	\$174.50
ELSI		
ELSI Couny	37	\$633.75
ELSI State	20	\$4,707.00
Total For ELSI	57	\$5,340.75
Vitals		
Cert Copy County	56	\$2,392.00
Cert Copy State	56	\$6,578.00
Marriage County	19	\$76.00
Marriage State	19	\$589.00
Three Day Waiver	1	\$5.00
Total For Vitals	151	\$9,640.00
Collected Total:		\$134,766.65
Charged Total:		\$35.00
Grand Total:		\$134,801.65

Recorder

	MR # 43774	Jan-23	ck# 5292
Amount	Account #	Account Name	
\$2,468.00	0001-1-07-8110-413000-000	Vital Records	
\$853.00	0024-1-07-8110-400001-000	RMA	
\$633.75	0001-1-07-8110-409000-000	ELSI	
\$9,318.07	0001-1-07-8110-404000-000	Transfer Tax	
\$18,256.00	0001-1-07-8110-400000-000	Office Fees	
\$1,545.00	0001-1-07-8110-410000-000	Auditor Fees	
\$52.50	0001-1-07-8110-402000-000	Boat Writing Fee	
\$15.00	0001-1-07-8110-402000-000	Boat Liens	
\$14,228.25	0001-1-07-8110-414000-000	Passports	
\$18.00	0001-1-07-8110-415000-000	DNR Boat Postage	
\$4,200.00	0001-1-07-8110-407000-000	ATV ROADPASS	
\$2.00	0001-1-07-8110-417000-000	Hunting/Fishing License	
\$70.00	001-1-07-8110-501000-000	Plat Books	
\$0.00	001-1-07-8110-501000-000	Plat Books Postage	
\$51,659.57	Total	Checks prepared by: A M AM	

Public Comments

Closed Session

BUDGET STUDY SESSIONS