

Consent Agenda

May 2, 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 Miller, and second by Belt, to approve:

- A. April 25, 2023, Minutes as read.
- B. Public Health – Employment of Nora Evans as a Public Health Nurse II.
- C. Renewal of Class E Liquor License (LE) granting privileges of Class E Liquor License (LE) to Kum & Go LC d/b/a Kum & Go #23, Neola.

UNANIMOUS VOTE. Motion Carried.

2. SCHEDULED SESSIONS

Motion by Wichman, second by Belt, to open Public Hearing on First Consideration of **Ordinance No. 2023-02**, an ordinance to amend Chapter 8 “Zoning Ordinance” of the Pottawattamie County, Iowa, Code; and setting date of Second Consideration.

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

Sarah Simmons; 1403 Oak Park; appeared before the Board opposed to the distillery. She purchased the lot next door, and the distillery should not be in rural residential.

Paul Casson; 105 Sunset Drive; appeared before the Board opposed to distillery because of traffic.

Keith Simmons; 1403 Oak Park; appeared before the Board opposed to distillery. It should be a commercial business.

Doreen Blakely; 18389 Sunnysdale; appeared before the Board, owner of Matriarch Manor, LLC this is a small batch facility it is isolated by crop land and has bees to raise Honey.

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

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

Motion by Wichman, second by Miller, to postpone **Ordinance No. 2023-02**, an ordinance to amend Chapter 8 “Zoning Ordinance” of the Pottawattamie County, Iowa, Code for further Study of Ordinance.
UNANIMOUS VOTE.

Motion made by Wichman, second by Miller, to approve and sign Proclamation designating the month of May 2023 as Mental Health Awareness Month.

**POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS
PROCLAMATION
MENTAL HEALTH AWARENESS MONTH – MAY 2023**

WHEREAS, Each year millions of Americans face the reality of living with a mental illness and Mental Health Awareness month is observed annually in May to increase understanding of mental health and its impact on individuals and communities.

WHEREAS, The Douglas County Health Department, Pottawattamie County Division of Public Health, Sarpy/Cass Health Department and The Wellbeing Partners formed the Regional Health Council (RHC) and adopted a regional approach to public health issues affecting our residents, as prioritized and identified by the Community Health Assessment data.

WHEREAS, The Southwest Iowa Mental Health and Disability Services Region collaborates with the Regional Health Council to fulfill their mission "to provide a responsive and welcoming system of support for overall mental wellness."

WHEREAS, The RHC developed the WhatMakeUs campaign to end mental health stigma, and along with community partners, together, pledge to increase awareness and understanding of mental health stigma.

WHEREAS, Over half of the people across Cass, Douglas, Sarpy, and Pottawattamie counties have experienced a mental health condition, and about 40% report they would hide this from friends and family.

WHEREAS, Reducing the stigma of mental health encourages people to ask for support and seek help when needed.

WHEREAS, We acknowledge the need for appropriate and accessible mental health resources and pledge to amplify existing resources in our area.

WHEREAS, With treatment, those with mental health conditions can recover and lead full and productive lives.

NOW THEREFORE, BE IT RESOLVED, that The Pottawattamie County Board of Supervisors, does hereby declare May 2023 as Mental Health Awareness Month and *encourages all citizens, community agencies, organizations, businesses, and schools within Pottawattamie County to increase awareness and understanding of mental health, the steps that our citizens can take to protect their mental health, and the need for appropriate, accessible services and support for all people with mental health conditions and their family members.*

Approved this 2nd day of May, 2023.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____	○	○	○	○
Brian Shea, Chairman	○	○	○	○
_____	○	○	○	○
Scott Belt	○	○	○	○
_____	○	○	○	○
Tim Wichman	○	○	○	○
_____	○	○	○	○
Susan Miller	○	○	○	○
_____	○	○	○	○
Jeff Jorgensen	○	○	○	○

ATTEST: _____
Melvyn Houser, County Auditor

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

Motion by Wichman, second by Belt, to approve and authorize Board Chairman to sign Entry Level Driver Training Grant agreement.
UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Jorgensen, to approve and authorize Board Chairman to sign Resolution No. 31-2023 entitled: Resolution Updating Procurement Policy Addendum.

RESOLUTION NO. 31-2023

County of Pottawattamie - PROCUREMENT POLICY Addendum

PURPOSE

This procurement policy is an addendum to the County of Pottawattamie Procurement Policy adopted on March 16, 2009. The purpose of this procurement policy addendum is to ensure that sound business judgement is utilized in all procurement transactions and that supplies, equipment, construction and services are obtained efficiently and economically and in compliance with applicable federal and state law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition. These procedures will ensure that all solicitations incorporate clear and accurate descriptions of the technical requirements for the goods or services being procured. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

APPLICATION

This procurement policy addendum only applies to the procurement of all supplies, equipment, and construction and services of and for the County of Pottawattamie that include any federal program funding. The Procurement Policy adopted on March 16, 2009 is still effective but applies exclusively to non-federal funding. In regards to any such federal programs, all procurement will be done in accordance with 2 CFR; Part 200. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply. For the purposes of this procurement policy addendum, when federal requirements conflict with local or state requirements, the federal requirement, or most restrictive requirement will be followed.

2CFR Part 200 may be found here: www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1

POLICY

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) small purchase procedures; (b) sealed bids (formal advertising); (c) competitive proposals; (d) noncompetitive proposals.

A. Micro-Purchase Procedures 200.320(f)

- i. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold - \$10,000 (200.67).
- ii. To the extent practicable, must distribute micro-purchases equitably among qualified suppliers.
- iii. May be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

B. Small Purchase Procedures 200.320(b)

- i. Are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than the simplified acquisition threshold - \$250,000 (200.88).
- ii. Price or rate quotations are to be obtained from an "adequate number" of qualified sources.

C. Sealed Bidding (formal advertising) 200.320(c)

- i. Lowest priced, responsive, responsible, bidder WINS.
- ii. The preferred method for construction when sealed bidding is "feasible", which is when certain conditions are present.
- iii. Bids must be solicited from an "adequate number of known suppliers", providing them sufficient response time before date for the opening of bids.
- iv. Bids will be opened at the time and place prescribed in the invitation for bids.
- v. Must publicly advertise the invitation for bids.
- vi. Bids must be opened publicly.
- vii. Other procedural requirements at 200.320(c)(2).

D. Competitive Proposals 200.320(d)

- vi. Used when conditions are not appropriate for the use of sealed bids.
- vii. The appropriate method when more than one source is expected to submit an offer and either a fixed-price or cost-reimbursement type contract is awarded.
- viii. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with *price* and other factors considered.
- ix. Requests for proposals *must be publicized* and identify all evaluation factors and their relative importance.
- x. Proposals must be solicited from an adequate number of qualified sources.
- xi. Must have written method for conducting technical evaluations of the proposals received and for selection of the contract.

E. Noncompetitive Proposals 200.320(f)

- a. Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - i. **One Source:** the item is available only from a single source.

- ii. **Exigency/Emergency:** an exigency or emergency will not permit a delay resulting from competitive solicitation.
- iii. **Awarding Agency Approval:** the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity.
- iv. **Inadequate Competition:** after the solicitation of a number of sources, competition is determined inadequate

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (200.321)

- A. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- B. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

CONTRACT PRICING (200.323)

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. The County of Pottawattamie shall perform some form of cost/price analysis for every procurement action, including contract modifications, amendments, or change orders. The County of Pottawattamie shall make an independent estimate prior to receiving a bid or proposal.
- C. The County of Pottawattamie shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. In determining a fair and reasonable profit, the County of Pottawattamie must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

PROCUREMENT RECORDS

The County of Pottawattamie shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (200.324)

- (a) The County of Pottawattamie must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.
- (b) The County of Pottawattamie must make available upon request, for the Federal awarding agency or pass-through entity preprocurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The County of Pottawattamie's procurement procedures or operation fails to comply with the procurement standards in this Part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified

- (4) Acquisition Threshold, specifies a "brand name" product;
 - (5) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (6) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The County of Pottawattamie is exempt from the pre-procurement review in paragraph
- (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.
 - (1) The County of Pottawattamie may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
 - (2) The County of Pottawattamie may self-certify its procurement system. Such self- certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the County of Pottawattamie that it is complying with these standards. The County of Pottawattamie must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

AWARDED CONTRACTS

- A. The County of Pottawattamie will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov (200.213)
- B. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.326 and Appendix II to Part 200.
- C. The County of Pottawattamie will maintain written standards of conduct covering conflicts of interest and must provide for disciplinary action to be applied for violations of such standards as defined in 2 CFR 200.318 (c) (1).

No officer, employee, or agent of the County of Pottawattamie shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer, or agent; Any member of his/her immediate family; His/her partner; or An organization which employs, or is about to employ any of the above has a financial or other interest in the firm selected for award.

The County of Pottawattamie officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

To the extent permitted by federal, state, or local law or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against the County of Pottawattamie's officers, employees, or agents.

ROLL CALL VOTE

	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian 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				

ATTEST: _____
 Melvyn Houser, County Auditor

Recommended: _____
 Pottawattamie County Engineer

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

Motion by Belt, second by Miller, to set date and time for open bids for the Pottawattamie County Secondary Roads project L-2023(RCB)-73-78 on May 16th at 10:00 A.M.
 UNANIMOUS VOTE. Motion carried.

3. OTHER BUSINESS

Motion by Miller, second by Belt, to approve the hiring of a previous dispatcher (Kena Woods) at a Step 3 on the 301 Pay Scale for the Communications Center.
 UNANIMOUS VOTE. Motion carried.

Motion by Wichman, second by Jorgensen, to approve and authorize Board Chairman to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) Local 2364-911 Agreement for the employees of the Pottawattamie County Communications Center, 12 Hour Shifts effective July 1, 2023, through June 30, 2024.
 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) SWI Juvenile Detention – Employment of Jaegar Erickson and Madison Ehrens as Part-Time Youth Corrections Worker.
 - 2) Conservation – Employment of Emilee McKray as a Park Ranger Intern for Botna Bend.
 - 3) Conservation – Employment of Jenna Miller as an Environmental Education Intern for Hitchcock.
 - 4) Secondary Roads – Updated nonunion step and grade table for FY24.
- B. Report(s):
 - 1) Sheriff’s Report of Fees Disbursed and Collected for March 2023.

6. PUBLIC COMMENTS

No Public Comments.

7. ADJOURN

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

UNANIMOUS VOTE. Motion carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 11:00 A. M.

 Brian Shea, Chairman

ATTEST: _____
 Melvyn Houser, County Auditor

APPROVED: May 9, 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 April 2023.

Vendor Name	Payable Description	Total Payments
3312 WEST BROADWAY PROPERTIES LLC	RENT - PUB HEALTH	1,591.81
43 NORTH IOWA	RCF - SWIA MHDS REGION	1,112.59
911 CUSTOM LLC	SUPPLIES - SHERIFF	819.00
A AND L HYDRAULICS INC	ROADS/REPAIR	1,455.32
AA WHEEL & TRUCK SUPPLY INC	ROADS/REPAIR -391	1,341.48
ABBE CENTER FOR COMMUNITY MENTAL HEALTH	RCF - SWIA MHDS REGION	3,309.25
ABBIE ASHCRAFT	REIMB EXP - SWIA MHDS REGION	295.60
ABLE LOCKSMITHS	PROF SVC - B&G	136.50
ACCURATE LAWN & IRRIGATION LLC	PROF SVC - B&G	125.00
ACME RESTORATIONS INC	PROF SVC - SHERIFF	3,168.53
ACTION SIGNS INC	PROF SVC - B&G	531.00
ADAM KLEIN	REIMB EXP - IT	40.68
ADVANCE SOUTHWEST IOWA CORPORATION	PROF SVC - BOARD	45,000.00
AGRILAND FS INC	ROADS/SUPPLIES	1,332.00
AGRIVISION GROUP LLC	ROADS/PARTS	534.53
AIRGAS INC	ROADS/RENT	60.04
ALEGENT CREIGHTON CLINIC	MED SVC - BOARD	3,664.05
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	2,100.25
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	408.70
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	10,270.74
ALICIA GEHRMANN	REIMB EXP - CO ATTORNEY	30.04
ALL COPY PRODUCTS INC	PROF SVC - WIC	94.03
ALLEY POYNER MACCHIETTO ARCHITECTURE INCORPORATED	PROF SVC - NON-DEPARTMENTAL	25,965.00
AMAZON CAPITAL SERVICES INC	SUPPLIES - IT	5,186.52
AMERICAN NATIONAL BANK	PROCESSING FEES - JAIL	723.75
AMERICAN NATIONAL BANK	MO BILL - JAIL	40,869.18
ANDREW DEWEY	REIMB EXP - VA	31.21
ANDREW WILLETT	PROF SVC - CONSERVATION	400.00
ANDREW WOOD	PROF SVC - CONSERVATION	325.00
ARAMARK UNIFORM & CAREER APAREL GROUP INC	SUPPLIES - JAIL	56,479.94
ARNOLD MOTOR SUPPLY	ROADS/PARTS	657.06
ASPHALT PAVING ASSOCIATION OF IOWA (APAI)	ROADS/REGISTRATION	90.00
ASSOCIATION OF PUBLIC SAFTEY COMMUNICATIONS OFFICIALS INTERNATIONAL INC	PROF SVC - COMMUNICATIONS	32,000.00
AT&T MOBILITY LLC	MO BILL - EMA	379.83
B & K MECHANICAL CONTRACTORS LLC	PROF SVC - NON-DEPARTMENTAL	197,802.77
BARBARA CHENEY	REIMB EXP - SWIA MHDS REGION	277.07
BAUER BUILT INC	ROADS/TIRES - 398	602.33
BILL M DEYEAGER	MEETING - BOARD	40.00
BILLS WATER CONDITIONING INC	MO BILL - JAIL	554.60
BILLYS INC	SUPPLIES - CONSERVATION	301.35
BISHOP BUSINESS EQUIPMENT COMPANY	SUPPLIES - COMMUNICATIONS	2,441.74
BLACK HILLS UTILITY HOLDING	MO BILL - JAIL	16,649.90
BLUFFS ELECTRIC INC	PROF SVC - B&G	210.00
BOB BARKER COMPANY INC	SUPPLIES - JAIL	7,831.70
BODE DUE INC	ROADS/TIRES - 326	128.00
BOMGAARS SUPPLY INC	ROADS/SUPPLIES	782.99
BOO INC	PROF SVC - CONSERVATION	1,066.71
BP ENTERPRISES INC	SUPPLIES - SHERIFF	611.88
BRAND INDUSTRIAL SERVICES INC	ENCLOSURE - NON-DEPARTMENTAL	13,404.09
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	734.00
BRETT FRANKLIN COOK	PROF SVC - CONSERVATION	23,750.00
BRIANNA JONES	REIMB EXP - SHERIFF	44.26
C & J INDUSTRIAL SUPPLY INC	ROADS/UTILITIES - CENTRAL	126.50
CALHOUN COMMUNICATIONS INC	PROF SVC - COMMUNICATIONS	12,387.89
CAPITAL SANITARY SUPPLY CO INC	PROF SVC - JAIL	1,591.52
CASS COUNTY (IA)	MHA - SWIA MHDS REGION	5,015.80
CDW LLC	SUPPLIES - IT	2,756.63
CEN PRO	ROADS/PARTS	266.00
CENTRAL IOWA JUVENILE DETENTION CENTER	TRANSPORT - SWIA MHDS REGION	666.54
CENTRO LATINO OF IOWA	PROF SVC - PUB HEALTH	3,000.00
CENTURYLINK INC	ROADS/UTILITIES	1,404.69
CHAMPLIN TIRE RECYCLING INC	PROF SVC - ENV HEALTH	1,551.49
CHASITY KEPHART	REIMB EXP - SWIA MHDS REGION	111.74
CHEFS DEPOT INC	SUPPLIES - JAIL	35,251.90
CHI HEALTH FOUNDATION	GRANT - SWIA MHDS REGION	259,800.00
CHRISTIAN HOME ASSOCIATION	CSRS - SWIA MHDS REGION	522,512.00
CHRISTOPHER JON ELLIOTT	MED SVC - MED EXAMINER	6,666.67
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	494.75
CITIBANK NA	MO BILL - B&G	354.04
CITY OF AVOCA	CITIES PROGRAM - BOARD	125,073.67
CITY OF CARSON	CITIES PROGRAM - BOARD	125,093.52
CITY OF COUNCIL BLUFFS	PROF SVC - IT	1,342.00
CITY OF CRESCENT	CITIES PROGRAM - BOARD	125,000.00
CITY OF HANCOCK	CITIES PROGRAM - BOARD	125,290.37
CITY OF LOGAN	RENT - WIC	100.00
CITY OF MACEDONIA	CITIES PROGRAM - BOARD	125,000.00
CITY OF MCCLELLAND	CITIES PROGRAM - BOARD	125,000.00
CITY OF NEOLA	CITIES PROGRAM - BOARD	125,000.00
CITY OF OAKLAND	CITIES PROGRAM - BOARD	125,025.00
CITY OF ONAWA	RENT - WIC	120.00
CITY OF TREYNOR	CITIES PROGRAM - BOARD	125,000.00
CITY OF UNDERWOOD	CITIES PROGRAM - BOARD	125,000.00

CITY OF WALNUT	CITIES PROGRAM - BOARD	125,000.00
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC	ROADS/TIRES - 409	880.00
CONCERNED INC	SUPPORT SVC - SWIA MHDS REGION	56.39
CONNER PSYCHOLOGICAL SERVICES PC	MED SVC - JAIL	850.00
CONTROL DEPOT INC	SUPPLIES - COMMUNICATIONS	644.30
CONTROL MANAGEMENT INC	PROF SVC - JAIL	1,202.43
CONTROL SOLUTIONS INC	SUPPLIES - PUB HEALTH	260.00
CORNHUSKER INTERNATIONAL TRUCKS INC	ROADS/PARTS	988.57
CORPORATE TRANSLATION SERVICES INC	PROF SVC - COMMUNICATIONS	269.66
COST ADVISORY SERVICES INC	PROF SVC - BOARD	7,600.00
COTT SYSTEMS INC	PROF SVC - AUDITOR	150.00
COUNCIL BLUFFS CHAMBER OF COMMERCE	MEMBERSHIP - CONSERVATION	350.00
COUNCIL BLUFFS WATER WORKS	MO BILL - JAIL	4,882.95
COUNCIL BLUFFS WINSUPPLY INC	SUPPLIES - JAIL	133.13
COUNTRY CARE CENTER CORPORATION	TRANSPORT - SWIA MHDS REGION	343.95
COX COMMUNICATIONS INC	MO BILLING - VARIOUS	5,406.39
COX CONTRACTING CO INC	PROF SVC - PLANNING	32,000.00
CRAIG CARLSEN	TUITION REIMB - HR	975.00
CREDIT BUREAU OF COUNCIL BLUFFS INC	PROF SVC - JAIL	51.00
CRYSTAL CLEAR WATER INC	MO BILL - RECORDER	43.75
CSI SSP INC	PROF SVC - AUDITOR	1,655.99
CUTLER ONEILL INC	TRANSPORT - MED EXAMINER	1,350.00
D & S WELDING POWDER COATING AND BLASTING	PROF SVC - CONSERVATION	325.00
DANELLE BRUCE	REIMB EXP - SWIA MHDS REGION	349.98
DANIEL TEMEYER	REIMB EXP - SHERIFF	249.82
DAVES PLACE LLC	MED SVC - SWIA MHDS REGION	9,613.00
DAVID & DARLENE PILLING LLC	ROADS/ROW	311.52
DAVID MUSKA	PROF SVC - CONSERVATION	2,782.50
DAVID W COBERLY SR	PROF SVC - JAIL	401.00
DEBBIE SCHULER	REIMB EXP - SWIA MHDS REGION	105.58
DEBI REDMON	REIMB EXP - SWIA MHDS REGION	204.89
DECISIONS FOR LIFE LLC	SUPPORT SVC - SWIA MHDS REGION	1,125.00
DELL MARKETING LP	EQUIP - IT	33,356.43
DENNIS KRUEGER	PROF SVC - JAIL	3,125.00
DENNIS PILLING	ROADS/ROW	311.53
DENNIS SUPPLY COMPANY	SUPPLIES - COMMUNICATIONS	458.70
DIAMOND MOWERS LLC	ROADS/EQUIPMENT	165,411.30
DIAMOND OIL COMPANY	FUEL - CONSERVATION	934.76
DIANE MARIE STOREY	RENT ASSIST - GA	234.49
DIVELBESS AGRONOMY SERVICES	PROF SVC - CONSERVATION	125.00
DLR GROUP INC	PROF SVC - SHERIFF	2,627.12
DMC FLEET SERVICES	PROF SVC - COMMUNICATIONS	926.12
DONALD NIELSON	PUBLICATIONS - BOARD	2,714.12
DONALD NIELSON	PUBLICATIONS - BOARD	1,958.81
DONALD W MATHEWS	PROF SVC - SHERIFF	14,304.41
DORAMAE CASSON	TRANSCRIPTS - CO ATTORNEY	29.50
DOUGLAS COUNTY (NE)	PROF SVC - COMMUNICATIONS	33,279.58
DULTMEIER SALES LLC	PROF SVC - CONSERVATION	817.80
EBS c/o AMERICAN NATIONAL BANK	OCT - DEC 2022 FLEX FEES	5,271.00
ECHO GROUP INC	SUPPLIES - CONSERVATION	1,388.22
ECHOSAT INC	ROADS/UTILITIES	224.75
EDWARDS MOTORSPORTS LLC	SUPPLIES - CONSERVATION	188.00
EMBRACE IOWA INC	MED SVC - SWIA MHDS REGION	858.00
ENGINEERING TECHNOLOGIES INC	PROF SVC - B&G	6,180.00
ENVOY INC	SUPPLIES - SWIA MHDS REGION	1,255.10
EVIZZIT LLC	MH SVC - SWIA MHDS REGION	2,933.04
FAMILY PLANNING COUNCIL OF IOWA	TRAINING - PUB HEALTH	75.00
FARM SERVICE COOPERATIVE	ROADS/FUEL	89,404.17
FARMERS MUTUAL COOPERATIVE TELEPHONE COMPANY	ROADS/UTILITIES	609.31
FASTENAL COMPANY	SUPPLIES - JAIL	316.40
FEEDLOT SERVICE CO	RENTAL - CONSERVATION	1,700.00
FIELD DAY DEVELOPMENT LLC	PROF SVC - NON-DEPARTMENTAL	8,611.92
FIKES COMMERCIAL HYGIENE LLC	ROADS/UTILITIES - HANCOCK	509.61
FIRESPRING PRINT INC	PROF SVC - PUB HEALTH	7,012.30
FIRST WIRELESS INC	SUPPLIES - JAIL	1,919.45
FLORENCE CRITTENTON HOME OF SIOUX CITY	PROF SVC - DHS	373.20
FMTC SWT INC	ROADS/UTILITIES	122.45
FOUR ACES TRANSPORTATION	TRANSPORT - JAIL	291.00
FOURTH JUDICIAL DISTRICT DEPARTMENT OF CORRECTIONAL SERVICES	PROF SVC - CO ATTORNEY	1,500.00
FRANK DUNN	ROADS/MATERIALS	1,898.00
FREDERICK POTMESIL	MEETING - BOARD	40.00
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATIONS	405.28
GARREANS LAW LLC	LEGAL REP - BOARD	275.00
GAWLEY TIRE & REPAIR INC	ROADS/TIRES	5,035.00
GENERAL FIRE AND SAFETY EQUIPMENT CO OF OMAHA	PROF SVC - CONSERVATION	5,096.00
GENERAL PARTS LLC	PROF SVC - JAIL	364.95
GENEVA SCIENTIFIC INC	PROF SVC - CONSERVATION	903.22
GENUINE PARTS COMPANY INC	SUPPLIES - B&G	18.18
GOVCONNECTION INC	PROF SVC - CO ATTORNEY	134.29
GOVERNMENT FORMS & SUPPLIES LLC	SUPPLIES - TREASURER	1,240.00
GRACE UNITED METHODIST CHURCH	RENT - WIC	40.00
GRAHAM TIRE CO OF LINCOLN LLC	PROF SVC - SHERIFF	1,287.92
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	MO BILL - IT	1,731.04
GREAT PLAINS PEST SERVICES INC	PROF SVC - B&G	431.00
GREAT PLAINS UNIFORMS	PROF SVC - JAIL	27,926.69
GREATER OMAHA REFRIGERATION	PROF SVC - PUB HEALTH	194.28
GREEN HILLS AEA	GRANT - SWIA MHDS REGION	4,100.00
GREGORY L DAVIS	MED SVC - JAIL	1,360.00

GREGORY SCOTT MOONEY	MEETING - BOARD	40.00
GRISWOLD COOPERATIVE TELEPHONE CO	ROADS/UTILITIES	35.76
GRP & ASSOCIATES INC	PROF SVC - JAIL	305.00
GUARDIANS OF NORTHEAST IOWA INC	PROF SVC - SWIA MHDS REGION	900.00
HADLEY MIKOVEC	REIMB EXP - SHERIFF	50.86
HAMANN TRUCKING LLC	ROADS/ROCK	134,383.78
HANEY SHOE STORE INC	ROADS/PPE	354.15
HARRISON COUNTY (IA)	DRAINAGE - C&R - PROF SVC	9,457.49
HARRISON COUNTY HOMEMAKERS	MED SVC - SWIA MHDS REGION	1,946.28
HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	543.97
HAWKEYE TRUCK EQUIPMENT CO INC	ROADS/EQUIPMENT - 456	44,529.14
HEARTLAND FAMILY SERVICE	TRANS LIVING - SWIA MHDS REGION	690,346.30
HEARTLAND HARNESS	ROADS/SUPPLIES	633.18
HEARTLAND PHOTOS & DESIGN INC	PROF SVC - IT	59.95
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES	7,363.40
HELGET INC	EQUIP - JAIL	80.00
HENRY SCHEIN INC	SUPPLIES - JAIL	1,962.89
HGM ASSOCIATES INC	PROF SVC - NON-DEPARTMENTAL	16,874.00
HOTSY EQUIPMENT CO	ROADS/SERVICE - HANCOCK, CARSON, CENTRAL	888.50
HS MEDICAL BILLING SERVICES INC	PROF SVC - PUB HEALTH	115.14
HY VEE INC	SUPPLIES - JAIL	140.62
IDENTIFIX INC	ROADS/SOFTWARE	1,428.00
INDOFF INCORPORATED	SUPPLIES - SWIA MHDS REGION	627.10
INFOSAFE SHREDDING LLC	PROF SVC - JAIL	1,208.00
INLAND TRUCK PARTS	ROADS/REPAIR	1,154.10
INSIGHT PUBLIC SECTOR	LICENSE - IT	1,364.71
INTERSTATE POWERSYSTEMS INC	ROADS/REPAIR	2,364.44
IOWA COMMUNITIES ASSURANCE POOL	INSURANCE - BOARD	3,152.00
IOWA COUNTY ATTORNEYS ASSOCIATION	DUES - CO ATTORNEY	2,000.00
IOWA DEPARTMENT OF TRANSPORTATION	REGISTRATION - CONSERVATION	920.00
IOWA STATE ASSOCIATION OF COUNTIES	REGISTRATION - AUDITOR	325.00
IOWA STATE COUNTY TREASURERS ASSOCIATION INC (ISCTA)	REGISTRATION - TREASURER	150.00
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY	ROADS/REGISTRATION	360.00
IOWA WASTE SERVICES HOLDING INC	MO BILL - JAIL	2,891.27
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	2,510.57
IVAN DELGADO	MED SVC - JAIL	5,604.42
JACKSON SERVICES INC	PROF SVC - B&G	661.41
JAMES HARVEY	REIMB EXP - SHERIFF	1,275.00
JAMES KOHL	RENT ASSIST - GA	475.00
JAMES MURRAY	MEETING - VA	136.00
JAMIE/AMY CASSON	PROF SVC - SHERIFF	543.69
JASON LEMASTER	REIMB EXP - SHERIFF	73.49
JDW MIDWEST LLC	PROF SVC - PLANNING	860.00
JEANNETTE JOHNSON	REIMB EXP - BOARD	32.75
JEFFREY W ANDERSEN	ROADS/TIRES - 402	3,933.62
JEFFS WASH & GLO	PROF SVC - SHERIFF	345.00
JENNIE EDMUNDSON MEMORIAL HOSPITAL FOUNDATION	GRANT - SWIA MHDS REGION	51,500.00
JENNIFER POTMESIL	MEETING - BOARD	80.00
JEREDITH BRANDS LLC	MO BILL - B&G	13,028.49
JIM HAWK TRUCK TRAILERS INC	PROF SVC - NON-DEPARTMENTAL	954.10
JLM LLC	PROF SVC - JAIL	819.99
JODY MARSH	ROADS/REIMB	126.39
JOEL SARTORE INC	PROF SVC - CONSERVATION	12,500.00
JOHN COOL	REIMB EXP - SHERIFF	307.15
JOHNSON COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	64.66
JON THOMAS	MED SVC - JAIL	6,473.55
JONES AUTOMOTIVE INC	PROF SVC - SHERIFF	16,720.91
JOSEPH LARIVIERE	ROADS/ROW	478.24
JOSHUA HARKER	REIMB EXP - SHERIFF	226.40
JP BORING CO	PROF SVC - ENV HEALTH	7,700.50
JP LUMBER INC	SUPPLIES - CONSERVATION	56.74
JPC AND SONS CONSTRUCTION LLC	PROF SVC - CONSERVATION	24,750.00
JUDY L FREKING PC	LEGAL REP - SWIA MHDS REGION	300.00
JULIE BOUTARD	TRANSCRIPTS - CO ATTORNEY	203.00
KARL CHEVROLET INC	VEHICLE - SHERIFF	72,354.00
KATHIE KALLAS	REIMB EXP - RECORDER	43.89
KELLY STEELE	LEGAL REP - SWIA MHDS REGION	165.00
KENDRA OLSON	LEGAL REP - SWIA MHDS REGION	48.00
KIESLERS POLICE SUPPLY INC	SUPPLIES - SHERIFF	5,885.72
KONE INC	PROF SVC - JAIL	327.74
KRISTINA M RICHEY	REIMB EXP - SWIA MHDS REGION	670.72
KRONOS SAASHR INC	PROF SVC - IT	1,062.00
L & M PHARMACY CARE LLC	MED SVC - SWIA MHDS REGION	8.00
LAB SOURCE INC	SUPPLIES - JAIL	5,676.00
LANG DIESEL INC	ROADS/PARTS - 617	393.20
LANGUAGE LINE SERVICE INC	MO BILL - JAIL	531.82
LARSEN SUPPLY CO	SUPPLIES - CONSERVATION	1,255.23
LAW OFFICES OF BRIAN TACKETT LLC	LEGAL REP - SWIA MHDS REGION	553.00
LAWSON PRODUCTS INC	ROADS/SUPPLIES	330.30
LEE BHM CORP	PUBLICATIONS - BOARD	3,707.30
LOFTUS HEATING AND AIR LLC	PROF SVC - JAIL	3,197.39
LYLES DISCOUNT TIRES INC	PROF SVC - CONSERVATION	18.69
MAGNET FORENSICS USA INC	PROF SVC - SHERIFF	5,250.00
MARIA SIECK	REIMB EXP - PUB HEALTH	385.14
MARILYN KENNEDY	REIMB EXP - AUDITOR	560.99
MARK MERTES	ROADS/REPAIR	220.00
MARLIN JENSON	MEETING - BOARD	40.00
MARNE & ELK HORN TELEPHONE COMPANY	MO BILL - COMMUNICATIONS	547.87

MARTY SMITH	PROF SVC - CONSERVATION	525.00
MATHESON TRI GAS INC	SUPPLIES - JAIL	126.76
MATTHEW REEVES	REIMB EXP - IT	276.41
MATTHEW WYANT	RENT ASSIST - GA	556.67
MATTHEW WYANT	PROF SVC - PUB HEALTH	448.02
MAURA GOALEY	LEGAL REP - BOARD	1,347.50
MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	SUPPLIES - PUB HEALTH	1,335.18
MCLAUGHLIN SEPTIC & PORTABLES	PROF SVC - CONSERVATION	2,190.00
MECO-HENNE CONTRACTING INC	PROF SVC - NON-DEPARTMENTAL	349,564.85
MENARDS INC	SUPPLIES - CONSERVATION	2,342.35
METAL CULVERTS INC	ROADS/MATERIALS	27,044.20
METAL LOGOS & MORE	PROF SVC - NON-DEPARTMENTAL	33,000.00
MICHELLE CIESLUK	RENT ASSIST - GA	600.00
MIDAMERICAN ENERGY COMPANY	MO BILL - B&G	29,313.98
MIDLANDS HUMANE SOCIETY	CONTRACT - ANIMAL CONTROL	7,335.28
MIDWEST AUTOMATIC FIRE SPRINKER	PROF SVC - JAIL	275.00
MIDWEST LOG FURNITURE CO	SUPPLIES - CONSERVATION	6,386.00
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - JAIL	67.05
MIDWEST SPECIAL SERVICES INC	TRANSPORT - JAIL	2,029.48
MIDWEST SPRAY TEAM & SALES INC	ROADS/SUPPLIES	7,470.00
MIDWEST STORAGE SOLUTIONS INC	PROF SVC - JAIL	43,959.06
MIRION TECHNOLOGIES (GDS) INC	SUPPLIES - JAIL	191.39
MMB LLC	ROADS/PARTS	6,781.44
MONARCA ENTERPRISE LLC	RENT ASSIST - GA	1,200.00
MONONA COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	1,963.34
MONOPRICE INC	SUPPLIES - IT	387.92
MONTGOMERY COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	283.27
MORROW & ASSOCIATES INC	PROF SVC - SHERIFF	1,957.70
MOSAIC	SUPPORT SVC - SWIA MHDS REGION	2,450.40
MPE EQUIPMENT SERVICES INC	ROADS/PARTS	11,350.00
MTS PARTNERS INC	SUPPLIES - JAIL	558.00
MUNICIPAL HOUSING AGENCY	RENT ASSIST - GA	200.00
MYERS ENTERPRISES INC	SUPPLIES - SHERIFF	300.00
MYRA NIXON	REIMB EXP - RECORDER	37.86
NATHAN BRENSSEL	REIMB EXP - SHERIFF	213.99
NATIONAL ASSOCIATION OF COUNTY SERVICE VETERANS OFFICERS	MEMBERSHIP - VA	150.00
NATIONAL ASSOCIATION OF LOCAL BOARDS OF HEALTH (NALBOH)	MEMBERSHIP - PUB HEALTH	95.00
NATIONAL DISTRICT ATTORNEYS ASSOCIATION	MEMBERSHIP - CO ATTORNEY	1,585.00
NATIONAL MEDICAL SERVICES INC	MED SVC - MED EXAMINER	175.00
NCH CORPORATION	PROF SVC - JAIL	4,307.22
NEW CENTURY PHYSICIANS OF IOWA PC	MED SVC - JAIL	2,165.10
NEW VISIONS HOMELESS SERVICES	GRANT - SWIA MHDS REGION	103,579.28
NEWMAN SIGNS INC	ROADS/MATERIALS	353.32
NINA HOANG	REIMB EXP - JAIL	315.00
NISHNA PRODUCTIONS INC	VOC/DAY - SWIA MHDS REGION	4,000.00
NISHNABOTNA VALLEY RURAL ELECTRIC COOPERATIVE	ROADS/UTILITIES	2,262.28
NMC GROUP INC	ROADS/EQUIPMENT - 126	304,989.52
NUTRIEN AG SOLUTIONS INC	ROADS/SUPPLIES	7,479.00
ODEN ENTERPRISES INC	ROADS/MATERIALS	162,771.30
OLSON BROTHERS CONSTRUCTION CO	PROF SVC - JAIL	37,957.00
OMAHA COMPOUND COMPANY	SUPPLIES - JAIL	41,235.31
OMAHA DOOR & WINDOW COMPANY INC	PROF SVC - CONSERVATION	10,604.27
OMAHA SLINGS INC	ROADS/SUPPLIES	49.31
OMAHA TRUCK CENTER COMPANY INC	ROADS/PARTS	3,145.89
OMG MIDWEST INC	ROADS/MATERIALS	5,005.00
OMNI CENTRE LLC	RENT - WIC	1,983.00
OMNI DISTRIBUTION INC	EQUIP - SHERIFF	5,541.00
OPD BUSINESS SOLUTIONS	SUPPLIES - DHS	327.45
OPTIMIZED SYSTEMS LLC	PROF SVC - NON-DEPARTMENTAL	58,325.00
OTIS ELEVATOR COMPANY	PROF SVC - B&G	7,555.12
OUTDOOR POWER GROUP INC	PROF SVC - CONSERVATION	26.50
PAGE COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	611.41
PARALLEL TECHNOLOGIES INC	PROF SVC - JAIL	2,050.00
PATRICK SONDAG	REIMB EXP - CO ATTORNEY	270.00
PAUL ROSENBERG	REIMB EXP - VA	100.76
PEGGY BECKER	REIMB EXP - VA	18.17
PHOENIX SUPPLY LLC	SUPPLIES - JAIL	7,504.00
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	PROF SVC - DHS	574.17
POINT OF VIEW STRATEGIES LLC	PROF SVC - PUB HEALTH	600.00
POPCO INC	MO BILL - PLANNING	83.25
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	INDIRECT COST - WIC	3,290.23
POTTAWATTAMIE COUNTY	HOTEL/MOTEL TAX - CONSERVATION	5,590.02
POTTAWATTAMIE COUNTY IT DEPARTMENT	REIMB LICENSE - SWIA MHDS REGION	589.68
POTTAWATTAMIE COUNTY SHERIFF	TRANSPORT - BOARD	7,284.07
POTTAWATTAMIE COUNTY TREASURER	ROADS/UTILITIES	865.20
PPE INC	SUPPLIES - JAIL	4,494.00
PRECISION DYNAMICS CORPORATION	SUPPLIES - JAIL	228.56
PREMIER REAL ESTATE MGMT LLC	RENT ASSIST - SWIA MHDS REGION	630.65
PREMIER TECH INC	PROF SVC - CONSERVATION	887.00
PROJECT HARMONY	REGISTRATION - CO ATTORNEY	1,200.00
PROTECH COMMERCIAL VEHICLE OUTFITTERS INC	ROADS/PARTS - 453	656.00
QUADIENT INC	POSTAGE - VARIOUS	5,656.99
QUADIENT LEASING USA INC	PROF SVC - TREASURER	1,278.12
R & S WASTE DISPOSAL LLC	ROADS/UTILITIES	890.06
RADIOLOGY CONSULTANTS PC	MED SVC - JAIL	980.00
RAFAEL RODRIGUEZ	REIMB EXP - IT	4.59
RAY MARTIN COMPANY OF OMAHA	PROF SVC - NON-DEPARTMENTAL	249,990.00
RDO TRUCK CENTER LLC	ROADS/PARTS	17.86

RED OAK WELDING SUPPLIES	ROADS/SUPPLIES	298.20
REGIONAL WATER INC	MO BILL - CONSERVATION	862.50
REMOTEC INC	EQUIP - SHERIFF	2,134.00
REX PHARMACY INF	MED SVC - SWIA MHDS REGION	56.80
REX WOODBURY	REIMB EXP - SHERIFF	474.92
RICHARD C ROSAS	ROADS/REPAIR	296.00
ROBERT AWE JR	REIMB EXP - JAIL	85.00
ROBERT L WATSON	RENT ASSIST - GA	600.00
ROBERT M MCCALL JR	PROF SVC - DHS	7,740.00
ROBERT YARD	PROF SVC - CONSERVATION	165.00
ROBIN RISO	WELL CLOSURE - ENV HEALTH	500.00
ROCK ISLAND COUNTY (IL)	SVC FEES - BOARD	45.01
ROCKMOUNT RESEARCH AND ALLOYS INC	ROADS/PARTS	3,135.76
RONALD JAMES CISAR	PRESENTER - CONSERVATION	750.00
ROTH SUGARBUSH INC	SUPPLIES - CONSERVATION	38.99
S & L SANITATION ENTERPRISES INC	MO BILL - CONSERVATION	124.00
SAFETY & HEALTH COUNCIL OF GREATER OMAHA INC	REGISTRATION - HR/RISK	3,143.00
SAFETY KLEEN SYSTEMS INC	ROADS/SUPPLIES	344.24
SAM ASHER COMPUTING SERVICES INC	MO BILL - IT	271.03
SAMUEL PETTIT	REIMB EXP - VA	29.91
SANDAU BROTHERS SIGN COMPANY INC	PROF SVC - PUB HEALTH	600.00
SBT STENGER ENTERPRISES INC	PROF SVC - JAIL	350.00
SCHILDBERG CONSTRUCTION COMPANY INC	ROADS/ROCK	632,759.42
SCI DES MOINES LLC	LODGING - SHERIFF	89.60
SCOTT BELT	REIMB EXP - BOARD	72.93
SHARON L BEDSAUL	PROF SVC - CONSERVATION	20.00
SHELBY COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	662.28
SHELBY COUNTY CHRIS A MYRTUE MEMORIAL HOSPITAL	GRANT - SWIA MHDS REGION	49,000.00
SHELLEY WELTER	REIMB EXP - SWIA MHDS REGION	403.48
SHELLY HOVEY	REIMB EXP - SWIA MHDS REGION	244.97
SORNSON AND SONS LLC	EQUIP - JAIL	8,470.00
SOUTHWEST IOWA MENTAL HEALTH CENTER	CRISIS SVC - SWIA MHDS REGION	8,000.00
SOUTHWEST IOWA PLANNING COUNCIL	TRANSPORT - SWIA MHDS REGION	1,855.48
SPEE DEE DELIVERY SERVICE INC	PROF SVC - DHS	299.77
ST LUKES HEALTH RESOURCES	ROADS/DRUG SCREENING	109.00
STAPLES INC	SUPPLIES - AUDITOR	1,194.93
STAPLES INC	SUPPLIES - DHS	896.62
STATE OF IOWA	MED SVC - MED EXAMINER	19,796.86
STATE OF IOWA	QTRLY BILLING - COMMUNICATIONS	10,876.50
STATE OF IOWA SECRETARY OF STATE	PROF SVC - AUDITOR	949.71
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	375.00
STEPHANIE SHEA KAMMERER	REIMB EXP - SHERIFF	42.43
STEPHEN KAHL	PROF SVC - CONSERVATION	100.00
STEVE WINCHELL	REIMB EXP - JAIL	93.37
STORY COUNTY (IA)	SVC FEES - BOARD	52.40
SUNSHINE HOMES INC	MED SVC - SWIA MHDS REGION	179.96
SUSAN MILLER	REIMB EXP - BOARD	240.39
SUZAN PAULEY	PROF SVC - BOARD	220.00
SUZANNE WATSON	REIMB EXP - SWIA MHDS REGION	256.76
SYMPHONY DIAGNOSTIC SERVICES NO 1	MED SVC - JAIL	276.00
SYNCHRONY BANK	MO BILL - JAIL	2,431.13
T HALL ABC INC	SUPPLIES - B&G	101.60
T&N ACQUISITION COMPANY	SUPPLIES - SHERIFF	220.00
TAMMY DEYEAGER	MEETING - BOARD	40.00
TERRACON CONSULTANTS INC	PROF SVC - PLANNING	180.00
TERRY MOORES	PROF SVC - CONSERVATION	71.00
THE COMMUNITY SUPPORTS NETWORK INC	SUPPORT SVC - SWIA MHDS REGION	122.86
THE FILTER SHOP INC	SUPPLIES - B&G	161.22
THE NEBRASKA MEDICAL CENTER	MED SVC - JAIL	1,470.37
THE PRIDE GROUP INC	RCF - SWIA MHDS REGION	13,684.95
THE SHERWIN WILLIAMS COMPANY	SUPPLIES - B&G	210.30
THINK SPACE IT	PROF SVC - IT	10,341.50
THINK VIDEO LLC	PROF SVC - CO ATTORNEY	326.00
TIMOTHY WICHMAN	REIMB EXP - BOARD	123.36
TMN REPORTING LLC	TRANSCRIPTS - CO ATTORNEY	140.00
TORYANN CROZIER	PROF SVC - CONSERVATION	235.00
TOWN OF MINDEN	CITIES PROGRAM - BOARD	125,000.00
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - SHERIFF	75.00
TRAVIS HEALY	REIMB EXP - SHERIFF	374.45
TREASURER OF STATE OF IOWA	MED SVC - SWIA MHDS REGION	20,263.34
TREASURER OF STATE OF IOWA	DISSOLUTION OF JUV DIVERSION FUND - BOARD	7,205.01
TREYNOR AG SUPPLY INC	PROF SVC - CONSERVATION	2,000.00
TRISTAN SIGGERS	RELOCATION - VA	2,500.00
TROY PLAMBECK	PROF SVC - CONSERVATION	375.00
TW VENDING INC	SUPPLIES - JAIL	235.12
UNDERWOOD FARM SUPPLY LLC	ROADS/PATCHER	280.00
UNITED SEEDS INC	ROADS/MATERIALS	8,050.00
UNITED STATES CELLULAR CORPORATION	MO BILL - COMMUNICATIONS	630.61
US BANK NATIONAL ASSOCIATION	MO BILL - SWIA MHDS REGION	136.66
US POSTAL SERVICE (QUADIENT)	POSTAGE - TREASURER	6,000.00
VAN WALL EQUIPMENT	ROADS/PARTS	390.70
VERIZON COMMUNICATIONS INC	MO BILL - SHERIFF	10,607.80
VERONICA ROSS	REIMB EXP - COMMUNICATIONS	12.82
VERTIV CORPORATION	PROF SVC - COMMUNICATIONS	6,940.26
VINCE GUYER	REIMB EXP - SHERIFF	619.35
VISUAL EDGE INC	ROADS/SUPPLIES - CENTRAL	73.52
VOCATIONAL DEVELOPMENT CENTER INC	VOC/DAY - SWIA MHDS REGION	7,505.86
W W GRAINGER INC	ROADS/SUPPLIES	2,057.06

WALKERS FIRST AVENUE
 WAUBONSIE MENTAL HEALTH CENTER
 WELDON PARTS INC
 WEST CENTRAL COMMUNITY ACTION
 WEST PUBLISHING CORPORATION
 WESTFAIR ASSOCIATION
 WESTLAKE HARDWARE INC
 WEX BANK
 WINDSTREAM HOLDINGS INC
 YLONDA MAGUIRE
 YOSEF MCCARTER
 ZACHARIAH KAHLE
 ZION RECOVERY SERVICES INC
 ZOH0 CORPORATION

PROF SVC - SHERIFF	62.85
GRANT - SWIA MHDS REGION	63,311.95
ROADS/PARTS	3,655.05
RENT - WIC	520.00
PROF SVC - CO ATTORNEY	4,746.04
SPONSORSHIP - CONSERVATION	500.00
SUPPLIES - SHERIFF	76.93
ROADS/FUEL	32,090.32
MO BILL - SHERIFF	39.25
REIMB EXP - SWIA MHDS REGION	774.71
RENT ASSIST - SWIA MHDS REGION	500.00
PROF SVC - ENV HEALTH	500.00
CSRS - SWIA MHDS REGION	70,763.56
SUBSCRIPTION - IT	<u>8,928.00</u>
	<u>7,226,730.57</u>

Fund Summary

Fund	Payment Amount
0001 - GENERAL BASIC FUND	838,788.08
0002 - GENERAL SUPPLEMENTAL FUND	34,747.37
0003 - GAMBLING RESOURCES FUND	110,589.85
0005 - WIC/FEDERAL FUNDING FUND	8,734.43
0007 - LOST CONSERVATION FUND	52,009.07
0011 - RURAL SERVICES BASIC FUND	59,706.90
0017 - CO ATTORNEY DEL FINE COLLECT FUN	8,964.76
0019 - PROPERTY ACQUISITION/IMPROVEMENT/MAINTENANCE FUND	217,877.00
0020 - SECONDARY ROADS FUND	1,628,640.62
0023 - REAP FUND	2,799.63
0027 - CO CONSERV LAND ACQ	466.64
0042 - AMERICAN RESCUE PLAN ACT (ARPA)	7,205.01
0052 - VETERANS RELOCATION ALLOCATION FUND	1,500,000.00
1620 - BOND SERIES 2020A CAPITAL FUND	2,500.00
1630 - BOND SERIES 2021A CAPITAL FUND	2,646.49
1640 - BOND SERIES 2021B CAPITAL FUND	2,603.22
1650 - BOND SERIES 2022 CAPITAL FUND	691,433.86
1700 - BIKE TRAIL FUND	86,433.00
1935 - 2021C ROADS CAPITAL PROJECT FUND	45.34
4000 - EMER MANAGEMENT SERVICE FUND	6,266.00
4010 - E911 FUND	594.65
4155 - MHDS REGION FUND	44,166.11
6000 - DRAINAGE	1,910,377.54
	<u>9,135.00</u>
	<u>7,226,730.57</u>

Scheduled Sessions

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

**Public Hearing to consider disposing of real property by
lease pursuant to Iowa Code Section 331.361(2).**



FEMA

April 19, 2023

Director Benson
Iowa Homeland Security and
Emergency Management Department
Attn: Hazard Mitigation
7900 Hickman Road, Suite 500
Windsor Heights, Iowa 50324

Subject: Hazard Mitigation Grant Program Approval of Open Space Use Request
Subgrantee: Pottawattamie County

Director Benson:

This letter serves as notification that the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) does not object to your Open Space Use request letter dated February 15, 2023. The request will allow Pottawattamie County to lease the following acquired and deed restricted properties under FEMA-4421-DR to local farmers, to serve as productive farm ground and/or pasture area.

- 20970 Riverroad North
- 28119 145th Street
- 27265 145th Street
- 27233 145th Street
- 27377 145th Street
- 25834 Meadowlark Loop

FEMA finds that, all the leases prepared by the County's legal department conform with the requirements under 44 CFR § 80.19(a), and the FY15 HMA Guidance Addendum Part A.6.1. Allowable Uses of Open Space. All the leases reference the recorded deed restrictions to the land use and outline that no structures, including fencing, may be installed on these deed restricted properties.

In addition to the leases, the parcel known as 20970 Riverroad North, includes a Management Agreement to transfer the care and maintenance of the property from Pottawattamie County to the Pottawattamie County Conservation Board. The agreement cites that the County Conservation Board has the power to have custody, control, and management of county lands (Iowa Code Section 350.4 (3)). The Management Agreement includes a "termination for cause" provision that allows the County to terminate the Conservation Board's management upon 90 days written notice, which could be triggered if the Conservation Board "ceases to exist" or "loses its eligible status" as a "qualified conservation organization", which is consistent with the language statement requirement found in the FY15 HMA Guidance Addendum Part A.4.5. Since the Management Agreement is not a conveyance, per 44 C.F.R. § 80.19(b), additional language in the agreement is not required.

As a reminder, per 44 CFR § 80.19(a)(4), no federal entity or source may provide disaster assistance for any purpose with respect to these properties, nor may any application for such assistance be made to any federal entity or source. The recipient/sub-recipient will continue to certify every three (3) years that these properties – including the parcel managed by Pottawattamie County Conservation Board – are maintained consistent with the provisions of 44 CFR §80.

If you should have any questions concerning this action, please contact Laurie Bestgen, Acting Director, Mitigation Division at (202) 705-5573.

Sincerely,

Andrea Spillars
Regional Administrator, Region 7
Federal Emergency Management Agency

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

Discussion and/or decision to authorize Board to sign Resolution No. 25-2023, to authorize Chairman to enter into a Management Lease with conservation Board for Part of the SE1/4 SE1/4 3-75-44 or 20970 Riverroad N.

RESOLUTION No. 25-2023

RESOLUTION TO DISPOSE OF REAL PROPERTY BY LEASE PURSUANT TO IOWA CODE §331.361(2)

WHEREAS, following the flooding event of 2019, Pottawattamie County, Iowa, has acquired a parcel of land through the Hazard Mitigation Grant Program, which consisting of 6.09 acres and legally described as follows:

Attached to and forming a part of file number: OT109671E

Part of the SE1/4 SE1/4 in Section 3 and part of Government Lot 1 in the NE1/4 of Section 10; all in Township 75 N, Range 44 W of the 5th P.M., Pottawattamie County, Iowa; described as follows: Commencing at the Northeast corner of said Section 10, thence along the North line of Section 10 N90°00'00" W 256.1 feet to a point in a curve on the Westerly right of way of Interstate 29, thence along said right of way on a 7640 foot radius curve to the left an arc length of 81.48 feet (chord bears S34°40' 16"E - 81.48 feet) to the centerline of an existing ditch (as field located), thence along said centerline S55°04'36"W 607.34 feet, thence continue along said centerline ditch S14°23'02"W 230.26 feet to the high bank of the Missouri River, thence along said high bank the following courses: N48°05'01"W272.48 feet, N47°29'33"W 119.08 feet, thence departing said high bank line N46°30'00"E 545.16 feet to the South line of Section 3-75-44, thence N0°15' 59"W117.96 feet, thence N89°12'13"E 322.40 feet to the Westerly right of way of Interstate 29 in a curve, thence along said right of way on a 7849.44 foot radius curve to the left an arc length of 147.41 feet (chord bears S33°50' 12"E 147.41 feet) to the point of beginning, excluding any public right of way but subject to a 25 foot wide ingress-egress easement to Parcel "A" described as follows: Commencing at the Northeast corner of Section 10-75-44, thence along the North line of Section 10 N90°00'00"W 256.10 feet to a point in a curve on the Westerly right of way of Interstate 29, thence along said right of way on a 7640 foot radius curve to the left an arc length of 43.98 feet (chord bears S34°32'44"E 43.98 feet) to the centerline and point of beginning of a 25 foot wide ingress-egress easement, thence along said centerline S55°04'36"W 528.90 feet, thence continue on centerline N70°07'37"W271.35 feet to the Westerly boundary line of said Parcel "B" and the termination point of said ingress-egress easement.

NOTE: Bearings are assumed and based upon surveys and descriptions by the D.O.T.

WHEREAS, in the acquisition of said Parcel, Pottawattamie County, Iowa, signed a Hazard Mitigation Grant Program Deed Restriction Agreement with the Federal Emergency Management Agency (FEMA) and Iowa Homeland Security and Emergency Management, which requires that the land be maintained as "open space" in perpetuity; and

WHEREAS, Pottawattamie County, Iowa, has explored various options for maintenance of said Parcel as open space, including entering into a long term farm lease (10 years plus) with the adjoining property owner which requires the Tenant maintain responsibility for the clearing the trees and weed vegetation, as well as the annual maintenance and upkeep of the property as required by the Hazard Mitigation Grant Program Deed Restriction Agreement.

WHEREAS, entering into such a long-term lease is the most cost-effective option for the county to maintain said Parcel as open space.

WHEREAS, Section 331.361(2), Code of Iowa, requires that in disposing of an interest in real property by lease for a term of more than three (3) years

- a. The Board shall set forth its proposal in a resolution and shall publish notice of the time and place of a public hearing on the proposal, in accordance with Section 331.305.
- b. After the public hearing, the Board may make a final determination on the proposal by resolution.

WHEREAS, the proposal for a long term lease of the Parcel has been submitted to Iowa Homeland Security and Emergency Management and has been approved.

WHEREAS, a Notice of Public Hearing on the proposal was published in The Nonpareil, an official County newspaper, on May 4, 2023 and the Board of Supervisors conducted a Public Hearing on the said proposal on May 9, 2023 and after hearing all interested parties, the Board approved the execution of said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that after having examined the Hazard Mitigation Grant Program Deed Restriction Agreement which limits the use the subject property to that of open space and that the subject property is of such a size and location that it is not reasonable to assume that the property, as described above, will have any beneficial use by the County or the taxpayers of Pottawattamie County, Iowa, and that the Chairman is hereby authorized to sign a Management Lease with Conservation Board, upon approval of said lease by FEMA.

Dated this 9th day of May, 2023.

	AYE	ROLL NAY	CALL ABSTAIN	VOTE ABSENT
_____ Brian Shea, 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"/>
_____ Tim Wichman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Susan Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeff Jorgensen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

RECORDER'S COVER SHEET

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
Management Agreement between County and Conservation Board
20970 Riverroad North, LakeTownship (10-75-44)

MANAGEMENT AGREEMENT
20970 RIVERROAD NORTH, CRESCENT, IOWA
POTTAWATTAMIE COUNTY, IOWA

THIS AGREEMENT is made and entered into by and between the Pottawattamie County, Iowa, Board of Supervisors hereinafter called the County and the Pottawattamie County, Iowa, Conservation Board, hereinafter called the Conservation Board.

WHEREAS, the County has acquired numerous parcels of land in Pottawattamie County, Iowa, through the Hazard Mitigation Grant Program provided by the Federal Emergency Management Agency, hereinafter called FEMA, and

WHEREAS, the County and the Conservation Board have jointly determined that it is in the public interest to transfer the care and maintenance to the Conservation Board of County-owned real property in Pottawattamie County, Iowa, locally known as **20970 Riverroad North, Crescent, Iowa**, containing **6.09 acres**, more or less, more particularly described to wit:

Attached to and forming a part of file number: OT109671E

Part of the SE1/4 SE1/4 in Section 3 and part of Government Lot 1 in the NE1/4 of Section 10; all in Township 75 N, Range 44 W of the 5th P.M., Pottawattamie County, Iowa; described as follows: Commencing at the Northeast corner of said Section 10, thence along the North line of Section 10 N90°00'00" W 256.1 feet to a point in a curve on the Westerly right of way of Interstate 29, thence along said right of way on a 7640 foot radius curve to the left an arc length of 81.48 feet (chord bears S34°40' 16"E - 81.48 feet) to the centerline of an existing ditch (as field located), thence along said centerline S55°04'36"W 607.34 feet, thence continue along said centerline ditch S14°23'02"W 230.26 feet to the high bank of the Missouri River, thence along said high bank the following courses: N48°05'01"W 272.48 feet, N47°29'33"W 119.08 feet, thence departing said high bank line N46°30'00"E 545.16 feet to the South line of Section 3-75-44, thence N0°15' 59"W 117.96 feet, thence N89°12'13"E 322.40 feet to the Westerly right of way of Interstate 29 in a curve, thence along said right of way on a 7849.44 foot radius curve to the left an arc length of 147.41 feet (chord bears S33°50' 12"E 147.41 feet) to the point of beginning, excluding any public right of way but subject to a 25 foot wide ingress-egress easement to Parcel "A" described as follows: Commencing at the Northeast corner of Section 10-75-44, thence along the North line of Section 10 N90°00'00"W 256.10 feet to a point in a curve on the Westerly right of way of Interstate 29, thence along said right of way on a 7640 foot radius curve to the left an arc length of 43.98 feet (chord bears S34°32'44"E 43.98 feet) to the centerline and point of beginning of a 25 foot wide ingress-egress easement, thence along said centerline S55°04'36"W 528.90 feet, thence continue on centerline N70°07'37"W 271.35 feet to the Westerly boundary line of said Parcel

"B" and the termination point of said ingress-egress easement.

NOTE: Bearings are assumed and based upon surveys and descriptions by the D.O.T.

AND WHEREAS, this Agreement is entered into by both parties under the joint authority of Chapter 350.4(2), Code of Iowa.

THEREFORE, pursuant to the Code provisions set forth above, it is mutually agreed by the parties hereto that the Conservation Board shall undertake the development, care and maintenance of the County-owned real property described above according to the following terms and conditions:

1. **TERM OF AGREEMENT:** This Agreement is effective on the date after it has been signed by both parties and after it has been approved by FEMA, and will continue in full force and effect to and including December 31, 2099.
2. **HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION AGREEMENT.** The Conservation Board fully acknowledges, accepts and agrees that this Agreement is subject to all of the terms and conditions of the Hazard Mitigation Grant Program Deed Restriction Agreement, Section 1, Terms; Section 5, Amendments and Section 6, Severability. See "Exhibit "A". In the event of a conflict between the provisions of this Agreement and said Exhibit "A", the terms of the applicable provisions of said Exhibit "A" shall be controlling.
3. **MANAGEMENT OF PREMISES.** The Conservation Board agrees to develop, maintain and manage the premises covered by this Agreement, in accordance with 44 CFR Part 80.19(b)(2) and the incorporated Hazard Mitigation Grant Program Deed Restriction Agreement attached hereto as Exhibit "A".
4. **BOUNDARY MANAGEMENT.** The Conservation Board shall annually inspect the boundary of the premises covered by this Agreement and submit a written report to the Board of Supervisors if any changes, encroachments or boundary problems are discovered. The County shall be responsible for addressing any boundary problems affecting title to the premises.
5. **IMPROVEMENTS.** No improvements are to be made to the area until the plans for such improvements have been submitted to and approved in writing by the County. All improved development shall be the express responsibility of the Conservation Board. Said development shall be in accordance with 44 CFR Part 80.19(b)(2) and the incorporated Hazard Mitigation Grant Program Deed Restriction Agreement attached hereto as Exhibit "A".

6. **COUNTY RIGHT OF ENTRY AND INSPECTION.** The County may enter upon the real property at any reasonable time for the purpose of viewing or for any other reasonable purposes.

7. **PRESERVATION OF NATURAL FEATURES.** The Conservation Board may remove trees, vegetation and natural features as it deems necessary to maintain and manage the premises. Removal of vegetation deemed a public hazard is permitted.

The Conservation Board may conduct agricultural operations on the crop land. Receipts from agricultural operations shall be retained by the Conservation Board and shall be used to make improvements to and maintain the premises covered by this Agreement. No commercial use may be made of the premises.

8. **TERMINATION FOR CAUSE.** This Agreement may be terminated upon 90 days written notice to either party should it be determined that either party is failing to comply with the terms and conditions of the Agreement or the Hazard Mitigation Grant Program Deed Restriction Agreement attached hereto as Exhibit "A".

This Agreement is entered into under the authority at the regular meeting of the Pottawattamie County, Iowa, Conservation Board on October 15, 2013, as shown in the minutes thereof.

POTTAWATTAMIE COUNTY, IOWA CONSERVATION BOARD

BY: _____
Mark Shoemaker, Executive Director

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

On this ____ day of _____, 20____ before me, a Notary Public in and for the State of Iowa, personally appeared Mark Shoemaker, who stated that he is the duly appointed and actively serving Executive Director of the Pottawattamie County Conservation Board, that said Board by majority vote at its meeting on (), 2023, authorized him to execute the foregoing instrument and that he executed the foregoing instrument as his voluntary act and deed and as the voluntary act and deed of the Pottawattamie County Conservation Board.

Notary Public

This Agreement is entered into under the authority at the regular meeting of the Pottawattamie County, Iowa, Board of Supervisors on _____, as shown in the minutes thereof.

**POTTAWATTAMIE COUNTY, IOWA
BOARD OF SUPERVISORS**

BY: _____
Brian Shea, Chairman

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

On this ____ day of _____, 20____ before me, a Notary Public in and for the State of Iowa, personally appeared Scott Belt, who stated that he is the duly appointed and actively Chairman of the Board of Supervisors, that said Board by majority vote at its meeting on _____, authorized him to execute the foregoing instrument and that he executed the foregoing instrument as his voluntary act and deed and as the voluntary act and deed of the Pottawattamie County Board of Supervisors.

Notary Public

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

Discussion and/or decision to authorize Board to sign Resolution No. 26-2023, to authorize Chairman to enter into a Farm Lease with Lora Walter for Part of the Government Lot 1 17-76-44 or 25834 Meadowlark Loop to May 15, 2038.

RESOLUTION No. 26-2023

RESOLUTION TO DISPOSE OF REAL PROPERTY BY LEASE PURSUANT TO IOWA CODE
§331.361(2)

WHEREAS, following the flooding event of 2019, Pottawattamie County, Iowa, has acquired a parcel of land through the Hazard Mitigation Grant Program, which consisting of .14 acres and legally described as follows:

A tract of land known as Parcel #20045 located in Part of Government Lot 1 of Section 17, Township 76, Range 44, Pottawattamie County, Iowa, as more particularly described in that certain Plat of Survey filed June 23, 2020, as Instrument Number 2020, Page 08115.

WHEREAS, in the acquisition of said Parcel, Pottawattamie County, Iowa, signed a Hazard Mitigation Grant Program Deed Restriction Agreement with the Federal Emergency Management Agency (FEMA) and Iowa Homeland Security and Emergency Management, which requires that the land be maintained as “open space” in perpetuity; and

WHEREAS, Pottawattamie County, Iowa, has explored various options for maintenance of said Parcel as open space, including entering into a long term farm lease (10 years plus) with the adjoining property owner which requires the Tenant maintain responsibility for the clearing the trees and weed vegetation, as well as the annual maintenance and upkeep of the property as required by the Hazard Mitigation Grant Program Deed Restriction Agreement.

WHEREAS, entering into such a long-term lease is the most cost-effective option for the county to maintain said Parcel as open space.

WHEREAS, Section 331.361(2), Code of Iowa, requires that in disposing of an interest in real property by lease for a term of more than three (3) years

- a. The Board shall set forth its proposal in a resolution and shall publish notice of the time and place of a public hearing on the proposal, in accordance with Section 331.305.
- b. After the public hearing, the Board may make a final determination on the proposal by resolution.

WHEREAS, the proposal for a long term lease of the Parcel has been submitted to Iowa Homeland Security and Emergency Management and has been approved.

WHEREAS, a Notice of Public Hearing on the proposal was published in The Nonpareil, an official County newspaper, on May 4, 2023 and the Board of Supervisors conducted a Public Hearing on the said proposal on May 9, 2023 and after hearing all interested parties, the Board approved the execution of said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that after having examined the Hazard Mitigation Grant Program Deed Restriction Agreement which limits the use the subject property to that of open space and that the subject property is of such a size and location that it is not reasonable to assume that the property, as described above, will have any beneficial use by the County or the taxpayers of Pottawattamie County, Iowa, and that the Chairman is hereby authorized to sign a Farm Lease with Lora Walter, upon approval of said lease by FEMA.

Dated this 9th day of May, 2023.

	AYE	ROLL NAY	CALL ABSTAIN	VOTE ABSENT
_____ Brian Shea, 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"/>
_____ Tim Wichman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Susan Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeff Jorgensen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

RECORDER' S COVER SHEET

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
Farm Lease between County and Lora Walter
25834 Meadowlark Loop, Crescent Township (17-76-44)



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County, Iowa ("Landlord"), whose address for the purpose of this Lease is 227 S. 6th Street, Council Bluffs, IA 51501 and Lora Walter ("Tenant"), whose address for the purpose of this Lease is 24699 152nd Street, Crescent, IA 51526.

THE PARTIES AGREE AS FOLLOWS:

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

A tract of land known as Parcel #20045 located in Part of Government Lot 1 of Section 17, Township 76, Range 44, Pottawattamie County, Iowa, as more particularly described in that certain Plat of Survey filed June 23, 2020, as Instrument Number 2020, Page 08115.

and containing .14 (total acres), more or less, with possession by Tenant for a term of 15 years to commence on May 15, 2023, and end on May 15, 2038. 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 cash rent of \$0.00, and any property taxes assessed on the Real Estate. The property taxes, if any, will be due and payable in full no later than September 15 of each year for the duration of this lease. Landlord may, at its sole discretion, have the property tax statements sent directly to Tenant. Failure to pay the property taxes in a timely manner will be a breach of this Lease, and may result in termination of the Lease effective March 1 of the year following failure to pay the taxes.

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

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

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

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

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

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

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and 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, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows,

along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. 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. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Tenant.

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 may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations 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 programs.

6. ENVIRONMENTAL.

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

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

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed,

whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

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

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

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

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

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall

terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$0.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** Tenant shall maintain the fences on the Real Estate 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. If a fence must be totally replaced Landlord will pay one-half of the labor.
12. **IMPROVEMENTS.** No structures of any kind, including fencing, shall be erected during the term of this lease.
13. **WELL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, 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, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

15. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
16. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
20. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
21. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
22. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
23. **INSURANCE/TAXES.** Landlord 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. Taxes are the sole responsibility of Tenant, as provided in Paragraph 2 herein.
24. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.
25. **NO WAIVER.** Landlord's failure to enforce any portion of this Lease shall not constitute a waiver of its right to enforce the same or other Lease provisions should further breaches occur.
26. **ADDITIONAL PROVISIONS:**

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by Brian Shea as Chairman of Board of Supervisors for Pottawattamie County, Iowa.

Notary Public

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

Discussion and/or decision to authorize Board to sign Resolution No. 27-2023, to authorize Chairman to enter into a Farm Lease with Randall Williams for Part of the SW1/4 SE1/4 4-76-44 or 27233 145th Street to May 15, 2038.

RESOLUTION No. 27-2023

RESOLUTION TO DISPOSE OF REAL PROPERTY BY LEASE PURSUANT TO IOWA CODE
§331.361(2)

WHEREAS, following the flooding event of 2019, Pottawattamie County, Iowa, has acquired a parcel of land through the Hazard Mitigation Grant Program, which consisting of .77 acres and legally described as follows:

Starting in NW corner of SW1/4 SE1/4 Section 4, Township 76, Range 44 W, South 50' along existing county road to point of beginning. Thence South 200', thence East 200', thence North 200', thence West 200', to point of beginning, subject to easements of record, Pottawattamie County, Iowa.

WHEREAS, in the acquisition of said Parcel, Pottawattamie County, Iowa, signed a Hazard Mitigation Grant Program Deed Restriction Agreement with the Federal Emergency Management Agency (FEMA) and Iowa Homeland Security and Emergency Management, which requires that the land be maintained as “open space” in perpetuity; and

WHEREAS, Pottawattamie County, Iowa, has explored various options for maintenance of said Parcel as open space, including entering into a long term farm lease (10 years plus) with the adjoining property owner which requires the Tenant maintain responsibility for the clearing the trees and weed vegetation, as well as the annual maintenance and upkeep of the property as required by the Hazard Mitigation Grant Program Deed Restriction Agreement.

WHEREAS, entering into such a long-term lease is the most cost-effective option for the county to maintain said Parcel as open space.

WHEREAS, Section 331.361(2), Code of Iowa, requires that in disposing of an interest in real property by lease for a term of more than three (3) years

- a. The Board shall set forth its proposal in a resolution and shall publish notice of the time and place of a public hearing on the proposal, in accordance with Section 331.305.
- b. After the public hearing, the Board may make a final determination on the proposal by resolution.

WHEREAS, the proposal for a long term lease of the Parcel has been submitted to Iowa Homeland Security and Emergency Management and has been approved.

WHEREAS, a Notice of Public Hearing on the proposal was published in The Nonpareil, an official County newspaper, on May 4, 2023 and the Board of Supervisors conducted a Public Hearing on the said proposal on May 9, 2023 and after hearing all interested parties, the Board approved the execution of said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that after having examined the Hazard Mitigation Grant Program Deed Restriction Agreement which limits the use the subject property to that of open space and that the subject property is of such a size and location that it is not reasonable to assume that the property, as described above, will have any beneficial use by the County or the taxpayers of Pottawattamie County, Iowa, and that the Chairman is hereby authorized to sign a Farm Lease with **Randall J Williams**, upon approval of said lease by FEMA.

Dated this 9th day of May, 2023.

	AYE	ROLL NAY	CALL ABSTAIN	VOTE ABSENT
_____ Brian Shea, 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"/>
_____ Tim Wichman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Susan Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeff Jorgensen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

RECORDER' S COVER SHEET

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
Farm Lease between County and Randall J Williams
27233 145th St, Crescent Township (4-76-44)



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County, Iowa ("Landlord"), whose address for the purpose of this Lease is 227 S. 6th Street, Council Bluffs, IA 51501 and Randall J Williams ("Tenant"), whose address for the purpose of this Lease is 202 E Welch St, Crescent, IA 51526.

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"):

Starting in NW corner of SW1/4 SE1/4 Section 4, Township 76, Range 44 W, South 50' along existing county road to point of beginning. Thence South 200', thence East 200', thence North 200', thence West 200', to point of beginning, subject to easements of record, Pottawattamie County, Iowa.

and containing .77 (total acres), more or less, with possession by Tenant for a term of 15 years to commence on May 15, 2023, and end on May 15, 2038. 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 cash rent of \$0.00, and any property taxes assessed on the Real Estate. The property taxes, if any, will be due and payable in full no later than September 15 of each year for the duration of this lease. Landlord may, at its sole discretion, have the property tax statements sent directly to Tenant. Failure to pay the property taxes in a timely manner will be a breach of this Lease, and may result in termination of the Lease effective March 1 of the year following failure to pay the taxes.

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

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to

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

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

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

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

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and 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, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and

harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. 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. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Tenant.

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 may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations 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 programs.

6. ENVIRONMENTAL.

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

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

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

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

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

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

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

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

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

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$0.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** Tenant shall maintain the fences on the Real Estate 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. If a fence must be totally replaced Landlord will pay one-half of the labor.
12. **IMPROVEMENTS.** No structures of any kind, including fencing, shall be erected during the term of this lease.
13. **WELL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, 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, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.

14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
16. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
20. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
21. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
22. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
23. **INSURANCE/TAXES.** Landlord 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. Taxes are the sole responsibility of Tenant, as provided in Paragraph 2 herein.

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

25. **NO WAIVER.** Landlord’s failure to enforce any portion of this Lease shall not constitute a waiver of its right to enforce the same or other Lease provisions should further breaches occur.

26. ADDITIONAL PROVISIONS:

The Tenant shall be subject to all of the terms and conditions of the Attached Hazard Mitigation Grant Program Deed Restriction Agreement, Section 1, Terms; Section 5, Amendment; and Section 6, Severability. See EXHIBIT A. In the event of a conflict between any of the provisions of this Lease Agreement and said Exhibit A, the terms of the applicable provisions of said Exhibit A shall be controlling.

The Tenant recognizes that the subject property had previously been a location where buildings and other improvements had been located. While in the demolition and removal of those improvements the Landlord took precautions to remove any obstructions to below the grade of the soil, the Landlord does not make any warranties relative to surface or sub-surface obstructions.

It shall be the responsibility of the Tenant, both physically and financially, to remove any and all trees, weeds and other vegetation present on the property, including electrical poles, to create an area suitable for planting of crops. The Tenant shall notify the Landlord of the approximate date planned for said removal.

TENANT:

Randall J Williams

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Randall J Williams.

Notary Public

POTTAWATTAMIE COUNTY:

Brian Shea, Chairman
Board of Supervisors.

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Brian Shea as Chairman of Board of Supervisors for Pottawattamie County, Iowa.

Notary Public

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

Discussion and/or decision to authorize Board to sign Resolution No. 28-2023, to authorize Chairman to enter into a Farm Lease with Ronald C Williams and Victoria L Williams for Part of the Government Lot 3 4-76-44 or 27265 145th Street, to May 15, 2038.

RESOLUTION No. 28-2023

RESOLUTION TO DISPOSE OF REAL PROPERTY BY LEASE PURSUANT TO IOWA CODE
§331.361(2)

WHEREAS, following the flooding event of 2019, Pottawattamie County, Iowa, has acquired a parcel of land through the Hazard Mitigation Grant Program, which consisting of 3.02 acres and legally described as follows:

Parcel "A"

Part of Government Lot 3 of Section 4 T76N R44W of the 5th P.M., Pottawattamie County, Iowa. Described as follows: Beginning at the Southwest Comer Government Lot 3, thence along the West line Government Lot 3 N0°01'27"E 433.20 feet, thence N89°46'23"E 256.00 feet, thence S0°01'27"W 234.20 feet, thence N89°46'23"E 104.00 feet, thence S0°01'27"W 199.00 feet to the South line Government Lot 3, thence along said line S89°46'23"W 360.00 feet to the point of beginning. Said Parcel "A" includes county road R.O.W.

NOTE: Bearings are true bearings based upon Polaris Observations on a previous survey.

WHEREAS, in the acquisition of said Parcel, Pottawattamie County, Iowa, signed a Hazard Mitigation Grant Program Deed Restriction Agreement with the Federal Emergency Management Agency (FEMA) and Iowa Homeland Security and Emergency Management, which requires that the land be maintained as "open space" in perpetuity; and

WHEREAS, Pottawattamie County, Iowa, has explored various options for maintenance of said Parcel as open space, including entering into a long term farm lease (10 years plus) with the adjoining property owner which requires the Tenant maintain responsibility for the clearing the trees and weed vegetation, as well as the annual maintenance and upkeep of the property as required by the Hazard Mitigation Grant Program Deed Restriction Agreement.

WHEREAS, entering into such a long-term lease is the most cost-effective option for the county to maintain said Parcel as open space.

WHEREAS, Section 331.361(2), Code of Iowa, requires that in disposing of an interest in real property by lease for a term of more than three (3) years

- a. The Board shall set forth its proposal in a resolution and shall publish notice of the time and place of a public hearing on the proposal, in accordance with Section 331.305.
- b. After the public hearing, the Board may make a final determination on the proposal by resolution.

WHEREAS, the proposal for a long term lease of the Parcel has been submitted to Iowa Homeland Security and Emergency Management and has been approved.

WHEREAS, a Notice of Public Hearing on the proposal was published in The Nonpareil, an official County newspaper, on May 4, 2023 and the Board of Supervisors conducted a Public Hearing on the said proposal on May 9, 2023 and after hearing all interested parties, the Board approved the execution of said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that after having examined the Hazard Mitigation Grant Program Deed Restriction Agreement which limits the use the subject property to that of open space and that the subject property is of such a size and location that it is not reasonable to assume that the property, as described above, will have any beneficial use by the County or the taxpayers of Pottawattamie County, Iowa, and that the Chairman is hereby authorized to sign a Farm Lease with **Ronald C Williams and Victoria L Williams**, upon approval of said lease by FEMA.

Dated this 9th day of May, 2023.

	AYE	NAY	ABSTAIN	ABSENT
_____ Brian Shea, 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"/>
_____ Tim Wichman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Susan Miller

Jeff Jorgensen

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

RECORDER' S COVER SHEET

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
Farm Lease between County and Ronald C and Victoria L Williams
27265 145th Street, Crescent Township (4-76-44)



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County, Iowa ("Landlord"), whose address for the purpose of this Lease is 227 S. 6th Street, Council Bluffs, IA 51501 and Ronald C and Victoria L Williams ("Tenants"), whose address for the purpose of this Lease is 27467 145th Street, Crescent, IA 51526.

THE PARTIES AGREE AS FOLLOWS:

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

Parcel "A"

Part of Government Lot 3 of Section 4 T76N R44W of the 5th P.M., Pottawattamie County, Iowa. Described as follows: Beginning at the Southwest Comer Government Lot 3, thence along the West line Government Lot 3 N0°01'27"E 433.20 feet, thence N89°46'23"E 256.00 feet, thence S0°01'27"W 234.20 feet, thence N89°46'23"E 104.00 feet, thence S0°01'27"W 199.00 feet to the South line Government Lot 3, thence along said line S89°46'23"W 360.00 feet to the point of beginning. Said Parcel "A" includes county road R.O.W.

NOTE: Bearings are true bearings based upon Polaris Observations on a previous survey.

and containing 3.02 (total acres), more or less, with possession by Tenants for a term of 15 years to commence on May 15, 2023, and end on May 15, 2038. The Tenants have 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, Tenants may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenants shall pay to Landlord as rent for the Real Estate (the "Rent"): Total annual cash rent of \$0.00, and any property taxes assessed on the Real Estate. The property taxes, if any, will be due and payable in full no later than September 15 of each year for the duration of this lease. Landlord may, at its sole discretion, have the property tax statements sent directly to Tenants. Failure to pay the property taxes in a timely manner will be a breach of this Lease, and may result in termination of the Lease effective March 1 of the year following failure to pay the taxes.

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% Tenants. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenants. Crop disaster payments shall be divided 0% Landlord 100% Tenants.

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

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

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

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

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

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 Tenants do not therefore receive the full allocated benefits, Tenants shall be reimbursed by Landlord to

the extent Tenants have not received the benefits. Tenants agree to furnish, at Tenants' cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenants 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 Tenants fail 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 Tenants, as part of the Rent. Tenants shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenants shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. Tenants 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. Tenants shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Tenants.

Upon request from the Landlord, Tenants 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.

Tenants 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. Tenants may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenants may use these materials upon the Real Estate for grazing livestock managed by Tenants but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenants' cropping operations or livestock.

Tenants 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 programs.

6. **ENVIRONMENTAL.**

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

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

Landlord shall assume liability and shall indemnify and hold Tenants 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 Tenants or which arises after date of execution but which is not a result of actions of the Tenants.

Landlord shall disclose in writing to Tenants 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. Tenants. Tenants shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenants 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.

Tenants 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. Tenants 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). Tenants shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenants shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenants 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. Tenants 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.

Tenants shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenants shall assume liability and shall indemnify and hold

Landlord harmless for any claim or violation of standards which results from Tenants' use of the premises. Tenants 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, Tenants shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenants will relinquish possession of the Real Estate to the Landlord. If Tenants fail to do so Tenants agree to pay Landlord \$0.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenants shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenants at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenants have 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. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenants three (3) days prior to entry for such purposes. Tenants may not use the Real Estate for hunting, fishing, or recreational purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenants or Landlord violate the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenants' 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 Tenants.
11. **REPAIRS.** Tenants shall maintain the fences on the Real Estate 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. Tenants shall haul the materials to the repair site without charge to Landlord. If a fence must be totally replaced Landlord will pay one-half of the labor.

12. **IMPROVEMENTS.** No structures of any kind, including fencing, shall be erected during the term of this lease.
13. **WELL, WATER AND SEPTIC SYSTEMS.** Tenants shall maintain all well, water and septic systems on the Real Estate in good repair at Tenants' expense except damage caused by windstorm or weather. Tenants shall not be responsible for replacement or installation of well, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenants shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Unless otherwise provided in writing, Tenants are not an agent of the Landlord.
16. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
20. **ASSIGNMENT.** Tenants shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
21. **CERTIFICATION.** Tenants certify 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. Tenants hereby agree to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

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

23. **INSURANCE/TAXES.** Landlord maintain insurance on Landlord’s interest in the Real Estate. Tenants shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured. Taxes are the sole responsibility of Tenants, as provided in Paragraph 2 herein.

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

25. **NO WAIVER.** Landlord’s failure to enforce any portion of this Lease shall not constitute a waiver of its right to enforce the same or other Lease provisions should further breaches occur.

26. ADDITIONAL PROVISIONS:

The Tenants shall be subject to all of the terms and conditions of the Attached Hazard Mitigation Grant Program Deed Restriction Agreement, Section 1, Terms; Section 5, Amendment; and Section 6, Severability. See EXHIBIT A. In the event of a conflict between any of the provisions of this Lease Agreement and said Exhibit A, the terms of the applicable provisions of said Exhibit A shall be controlling.

The Tenants recognize that the subject property had previously been a location where buildings and other improvements had been located. While in the demolition and removal of those improvements the Landlord took precautions to remove any obstructions to below the grade of the soil, the Landlord does not make any warranties relative to surface or sub-surface obstructions.

It shall be the responsibility of the Tenants, both physically and financially, to remove any and all trees, weeds and other vegetation present on the property, including electrical poles, to create an area suitable for planting of crops. The Tenants shall notify the Landlord of the approximate date planned for said removal.

TENANTS:

Ronald C Williams

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Ronald C Williams

Notary Public

Victoria L Williams

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Victoria L Williams

Notary Public

POTTAWATTAMIE COUNTY:

Brian Shea, Chairman
Board of Supervisors.

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Brian Shea as Chairman of Board of Supervisors for Pottawattamie County, Iowa.

Notary Public

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

Discussion and/or decision to authorize Board to sign Resolution No. 29-2023, to authorize Chairman to enter into a Farm Lease with Ronald C Williams and Victoria L Williams for Part of the Government Lot 3 4-76-44 or 27377 145th Street, to May 15, 2038.

RESOLUTION No. 29-2023

RESOLUTION TO DISPOSE OF REAL PROPERTY BY LEASE PURSUANT TO IOWA CODE §331.361(2)

WHEREAS, following the flooding event of 2019, Pottawattamie County, Iowa, has acquired a parcel of land through the Hazard Mitigation Grant Program, which consisting of 1.90 acres and legally described as follows:

A parcel land consisting of part of Government Lot 3, Section 4 and Parcel "C" of Lot 29, Auditor's Subdivision of Accretions to Sections 4, 5, and 8, all in Township 76 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa, more particularly described as follows:

Commencing at the Northwest corner of Lot 29, Auditor's Subdivision of Accretions to Section 4, 5 and 8-76-44, thence along the West line of said Lot 29 S0°10'17"E 590.11 feet to the point of beginning, thence continuing along said West line of Lot 29 S0°10'17"E 300.00 feet, thence N89°46'23"E 300.00 feet, thence N0°10'17"W 300.00 feet, thence S89°46'23"W 300.00 feet to the West line of said Lot 29 and the point of beginning. The parcel described contains existing county road right of way.

WHEREAS, in the acquisition of said Parcel, Pottawattamie County, Iowa, signed a Hazard Mitigation Grant Program Deed Restriction Agreement with the Federal Emergency Management Agency (FEMA) and Iowa Homeland Security and Emergency Management, which requires that the land be maintained as "open space" in perpetuity; and

WHEREAS, Pottawattamie County, Iowa, has explored various options for maintenance of said Parcel as open space, including entering into a long term farm lease (10 years plus) with the adjoining property owner which requires the Tenant maintain responsibility for the clearing the trees and weed vegetation, as well as the annual maintenance and upkeep of the property as required by the Hazard Mitigation Grant Program Deed Restriction Agreement.

WHEREAS, entering into such a long-term lease is the most cost-effective option for the county to maintain said Parcel as open space.

WHEREAS, Section 331.361(2), Code of Iowa, requires that in disposing of an interest in real property by lease for a term of more than three (3) years

- a. The Board shall set forth its proposal in a resolution and shall publish notice of the time and place of a public hearing on the proposal, in accordance with Section 331.305.
- b. After the public hearing, the Board may make a final determination on the proposal by resolution.

WHEREAS, the proposal for a long term lease of the Parcel has been submitted to Iowa Homeland Security and Emergency Management and has been approved.

WHEREAS, a Notice of Public Hearing on the proposal was published in The Nonpareil, an official County newspaper, on May 4, 2023 and the Board of Supervisors conducted a Public Hearing on the said proposal on May 9, 2023 and after hearing all interested parties, the Board approved the execution of said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that after having examined the Hazard Mitigation Grant Program Deed Restriction Agreement which limits the use the subject property to that of open space and that the subject property is of such a size and location that it is not reasonable to assume that the property, as described above, will have any beneficial use by the County or the taxpayers of Pottawattamie County, Iowa, and that the Chairman is hereby authorized to sign a Farm Lease with **Ronald C Williams and Victoria L Williams**, upon approval of said lease by FEMA.

Dated this 9th day of May, 2023.

	AYE	NAY	ROLL ABSTAIN	CALL VOTE ABSENT
_____ Brian Shea, 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"/>
_____ Tim Wichman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Susan Miller

Jeff Jorgensen

Attest: _____

Melvyn Houser, County Auditor
Pottawattamie County, Iowa

RECORDER' S COVER SHEET

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
Farm Lease between County and Ronald C and Victoria L Williams
27377 145th St, Crescent Township (4-76-44)



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County, Iowa ("Landlord"), whose address for the purpose of this Lease is 227 S. 6th Street, Council Bluffs, IA 51501 and Ronald C and Victoria L Williams ("Tenants"), whose address for the purpose of this Lease is 27467 145th Street, Crescent, IA 51526.

THE PARTIES AGREE AS FOLLOWS:

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and containing 1.90 (total acres), more or less, with possession by Tenants for a term of 15 years to commence on May 15, 2023, and end on May 15, 2038. The Tenants have 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, Tenants may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenants shall pay to Landlord as rent for the Real Estate (the "Rent"): Total annual cash rent of \$0.00, and any property taxes assessed on the Real Estate. The property taxes, if any, will be due and payable in full no later than September 15 of each year for the duration of this lease. Landlord may, at its sole discretion, have the property tax statements sent directly to Tenants. Failure to pay the property taxes in a timely manner will be a breach of this Lease, and may result in termination of the Lease effective March 1 of the year following failure to pay the taxes.

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% Tenants. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenants. Crop disaster payments shall be divided 0% Landlord 100% Tenants.

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

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

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

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

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

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 Tenants do not therefore receive the full allocated benefits, Tenants shall be reimbursed by Landlord to

the extent Tenants have not received the benefits. Tenants agree to furnish, at Tenants' cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenants 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 Tenants fail 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 Tenants, as part of the Rent. Tenants shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenants shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. Tenants 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. Tenants shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Tenants.

Upon request from the Landlord, Tenants 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.

Tenants 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. Tenants may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenants may use these materials upon the Real Estate for grazing livestock managed by Tenants but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenants' cropping operations or livestock.

Tenants 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 programs.

6. **ENVIRONMENTAL.**

- a. Landlord. To the best of Landlord's knowledge:
- 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 Tenants harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenants shall be liable for removal of solid waste disposal sites to the extent that the Tenants created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenants 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 Tenants or which arises after date of execution but which is not a result of actions of the Tenants.

Landlord shall disclose in writing to Tenants 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. Tenants. Tenants shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenants 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.

Tenants 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. Tenants 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). Tenants shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenants shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenants 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. Tenants 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.

Tenants shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenants shall assume liability and shall indemnify and hold

Landlord harmless for any claim or violation of standards which results from Tenants' use of the premises. Tenants 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, Tenants shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenants will relinquish possession of the Real Estate to the Landlord. If Tenants fail to do so Tenants agrees to pay Landlord \$0.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenants shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenants at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenants have 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. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenants three (3) days prior to entry for such purposes. Tenants may not use the Real Estate for hunting, fishing, or recreational purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenants or Landlord violate the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenants' 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 Tenants.
11. **REPAIRS.** Tenants shall maintain the fences on the Real Estate 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. Tenants shall haul the materials to the repair site without charge to Landlord. If a fence must be totally replaced Landlord will pay one-half of the labor.

12. **IMPROVEMENTS.** No structures of any kind, including fencing, shall be erected during the term of this lease.
13. **WELL, WATER AND SEPTIC SYSTEMS.** Tenants shall maintain all well, water and septic systems on the Real Estate in good repair at Tenants' expense except damage caused by windstorm or weather. Tenants shall not be responsible for replacement or installation of well, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenants shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Unless otherwise provided in writing, Tenants are not an agent of the Landlord.
16. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
20. **ASSIGNMENT.** Tenants shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
21. **CERTIFICATION.** Tenants certify 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. Tenants hereby agree to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

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

23. **INSURANCE/TAXES.** Landlord maintain insurance on Landlord’s interest in the Real Estate. Tenants shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured. Taxes are the sole responsibility of Tenants, as provided in Paragraph 2 herein.

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

25. **NO WAIVER.** Landlord’s failure to enforce any portion of this Lease shall not constitute a waiver of its right to enforce the same or other Lease provisions should further breaches occur.

26. ADDITIONAL PROVISIONS:

The Tenants shall be subject to all of the terms and conditions of the Attached Hazard Mitigation Grant Program Deed Restriction Agreement, Section 1, Terms; Section 5, Amendment; and Section 6, Severability. See EXHIBIT A. In the event of a conflict between any of the provisions of this Lease Agreement and said Exhibit A, the terms of the applicable provisions of said Exhibit A shall be controlling.

The Tenants recognize that the subject property had previously been a location where buildings and other improvements had been located. While in the demolition and removal of those improvements the Landlord took precautions to remove any obstructions to below the grade of the soil, the Landlord does not make any warranties relative to surface or sub-surface obstructions.

It shall be the responsibility of the Tenants, both physically and financially, to remove any and all trees, weeds and other vegetation present on the property, including electrical poles, to create an area suitable for planting of crops. The Tenants shall notify the Landlord of the approximate date planned for said removal.

TENANTS:

Ronald C Williams

DATED: _____

Victoria L Williams

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Ronald C Williams

Notary Public

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Victoria L Williams

Notary Public

POTTAWATTAMIE COUNTY:

Brian Shea, Chairman
Board of Supervisors.

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Brian Shea as Chairman of Board of Supervisors for Pottawattamie County, Iowa.

Notary Public

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

**Discussion and/or decision to authorize Board to sign
Resolution No. 30-2023, to authorize Chairman to enter
into a Farm Lease with Robert Hansen for Hansen Sub Lt
2 & Part Lt 1 4-75-44 or 28119 145th Street, to**

May 15,2038.

RESOLUTION No. 30-2023

RESOLUTION TO DISPOSE OF REAL PROPERTY BY LEASE PURSUANT TO IOWA CODE §331.361(2)

WHEREAS, following the flooding event of 2019, Pottawattamie County, Iowa, has acquired a parcel of land through the Hazard Mitigation Grant Program, which consisting of 1.14 acres and legally described as follows:

Parcel "A" - A parcel of land located in part of Lot 1 of Hansen Subdivision located in part of the SW1/4 SE1/4 of Section 33, Township 77 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows: Commencing at the Southwest corner of the SE1/4 of Section 33; thence N00°00'00"W along a portion of the West line of the SE1/4 a distance of 569.75 feet to the point of beginning; thence N00°00'00"W along a portion of the West line of said SE1/4 and the West line of Lot 1 of Hansen Subdivision a distance of 61.00 feet to the Southwest corner of Lot 2, Hansen Subdivision; thence S90°00'00"E along the South line of said Lot 2 a distance of 234.14 feet to the Southeast corner of said Lot 2; thence S00°00'00"E a distance of 61.00 feet; thence N90°00'00"W a distance of 234.14 feet to the point of beginning. Said parcel excludes presently established county road right of way and is subject to all easements of record. Note: The West line of the SE1/4 of Section 33 is assumed to bear N00°00'00"W for this description.

A 6.0 foot drain tile easement located in part of Lot 1, Hansen Subdivision in the SW1/4 SE1/4 of Section 33, Township 77 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows: Commencing at the Southeast corner of Parcel "A" of Lot 1, Hansen Subdivision; thence N90°00'00"W along a portion of the South line of said Parcel "A" a distance of 166.10 feet to the point of beginning; thence S20°47'01"W along the center of a 6.0 foot drain tile easement a distance of 111.60 feet. Note: The West line of the SE1/4 of Section 33 is assumed to bear N00°00'00"W for this description.

WHEREAS, in the acquisition of said Parcel, Pottawattamie County, Iowa, signed a Hazard Mitigation Grant Program Deed Restriction Agreement with the Federal Emergency Management Agency (FEMA) and Iowa Homeland Security and Emergency Management, which requires that the land be maintained as "open space" in perpetuity; and

WHEREAS, Pottawattamie County, Iowa, has explored various options for maintenance of said Parcel as open space, including entering into a long term farm lease (10 years plus) with the adjoining property owner which requires the Tenant maintain responsibility for the clearing the trees and weed vegetation, as well as the annual maintenance and upkeep of the property as required by the Hazard Mitigation Grant Program Deed Restriction Agreement.

WHEREAS, entering into such a long-term lease is the most cost-effective option for the county to maintain said Parcel as open space.

WHEREAS, Section 331.361(2), Code of Iowa, requires that in disposing of an interest in real property by lease for a term of more than three (3) years

- a. The Board shall set forth its proposal in a resolution and shall publish notice of the time and place of a public hearing on the proposal, in accordance with Section 331.305.
- b. After the public hearing, the Board may make a final determination on the proposal by resolution.

WHEREAS, the proposal for a long term lease of the Parcel has been submitted to Iowa Homeland Security and Emergency Management and has been approved.

WHEREAS, a Notice of Public Hearing on the proposal was published in The Nonpareil, an official County newspaper, on May 4, 2023 and the Board of Supervisors conducted a Public Hearing on the said proposal on May 9, 2023 and after hearing all interested parties, the Board approved the execution of said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA, that after having examined the Hazard Mitigation Grant Program Deed Restriction Agreement which limits the use the subject property to that of open space and that the subject property is of such a size and location that it is not reasonable to assume that the property, as described above, will have any beneficial use by the County or the taxpayers of Pottawattamie County,

Iowa, and that the Chairman is hereby authorized to sign a Farm Lease with **Robert D Hansen**, upon approval of said lease by FEMA.

Dated this 9th day of May, 2023.

	AYE	ROLL NAY	CALL ABSTAIN	VOTE ABSENT
_____ Brian Shea, 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"/>
_____ Tim Wichman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Susan Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeff Jorgensen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

RECORDER' S COVER SHEET

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
Farm Lease between County and Robert D Hansen
28119 145th Street, Crescent Township (Hansen Sub)



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between Pottawattamie County, Iowa ("Landlord"), whose address for the purpose of this Lease is 227 S. 6th Street, Council Bluffs, IA 51501 and Robert D Hansen ("Tenant"), whose address for the purpose of this Lease is 2158 Westridge Rd, Missouri Valley, IA 51555.

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"):

Parcel "A" - A parcel of land located in part of Lot 1 of Hansen Subdivision located in part of the SW1/4 SE1/4 of Section 33, Township 77 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows: Commencing at the Southwest corner of the SE1/4 of Section 33; thence N00°00'00"W along a portion of the West line of the SE1/4 a distance of 569.75 feet to the point of beginning; thence N00°00'00"W along a portion of the West line of said SE1/4 and the West line of Lot 1 of Hansen Subdivision a distance of 61.00 feet to the Southwest corner of Lot 2, Hansen Subdivision; thence S90°00'00"E along the South line of said Lot 2 a distance of 234.14 feet to the Southeast corner of said Lot 2; thence S00°00'00"E a distance of 61.00 feet; thence N90°00'00"W a distance of 234.14 feet to the point of beginning. Said parcel excludes presently established county road right of way and is subject to all easements of record. Note: The West line of the SE1/4 of Section 33 is assumed to bear N00°00'00"W for this description.

A 6.0 foot drain tile easement located in part of Lot 1, Hansen Subdivision in the SW1/4 SE1/4 of Section 33, Township 77 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows: Commencing at the Southeast corner of Parcel "A" of Lot 1, Hansen Subdivision; thence N90°00'00"W along a portion of the South line of said Parcel "A" a distance of 166.10 feet to the point of beginning; thence S20°47'01"W along the center of a 6.0 foot drain tile easement a distance of 111.60 feet. Note: The West line of the SE1/4 of Section 33 is assumed to bear N00°00'00"W for this description.

and containing 1.14 (total acres), more or less, with possession by Tenant for a term of 15 years to commence on May 15, 2023, and end on May 15, 2038. 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 cash rent of \$0.00, and any property taxes assessed on the Real Estate. The property taxes, if any, will be due and payable in full no later than September 15 of each year for the duration of this lease. Landlord may, at its sole discretion, have the property tax statements sent directly to Tenant. Failure to pay the property taxes in a timely manner will be a breach of this Lease, and may result in termination of the Lease effective March 1 of the year following failure to pay the taxes.

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

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

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

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

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

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and 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, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. 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. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: Tenant.

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 may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations 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 programs.

6. ENVIRONMENTAL.

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

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

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

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

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

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used

for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

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

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

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails

to do so Tenant agrees to pay Landlord \$0.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **REPAIRS.** Tenant shall maintain the fences on the Real Estate 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. If a fence must be totally replaced Landlord will pay one-half of the labor.
12. **IMPROVEMENTS.** No structures of any kind, including fencing, shall be erected during the term of this lease.
13. **WELL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, 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, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
14. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
15. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.

16. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
17. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
18. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
19. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
20. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
21. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
22. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
23. **INSURANCE/TAXES.** Landlord 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. Taxes are the sole responsibility of Tenant, as provided in Paragraph 2 herein.
24. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.
25. **NO WAIVER.** Landlord's failure to enforce any portion of this Lease shall not constitute a waiver of its right to enforce the same or other Lease provisions should further breaches occur.
26. **ADDITIONAL PROVISIONS:**

The Tenant shall be subject to all of the terms and conditions of the Attached Hazard Mitigation Grant Program Deed Restriction Agreement, Section 1, Terms; Section 5, Amendment; and Section 6, Severability. See EXHIBIT A. In the event of a conflict between any of the provisions of this Lease Agreement and said Exhibit A, the terms of the applicable provisions of said Exhibit A shall be controlling.

The Tenant recognizes that the subject property had previously been a location where buildings and other improvements had been located. While in the demolition and removal of those improvements the Landlord took precautions to remove any obstructions to below the grade of the soil, the Landlord does not make any warranties relative to surface or sub-surface obstructions.

It shall be the responsibility of the Tenant, both physically and financially, to remove any and all trees, weeds and other vegetation present on the property, including electrical poles, to create an area suitable for planting of crops. The Tenant shall notify the Landlord of the approximate date planned for said removal.

TENANT:

Robert D Hansen

DATED: _____

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by Robert D Hansen.

Notary Public

POTTAWATTAMIE COUNTY:

DATED: _____

Brian Shea, Chairman
Board of Supervisors.

STATE OF IOWA)
) §
COUNTY OF POTTAWATTAMIE)

This instrument was acknowledged before me on this ____ day of _____, 2023, by Brian Shea as Chairman of Board of Supervisors for Pottawattamie County, Iowa.

Notary Public

Brandon Garrett/Chief of Staff,
City of Council Bluffs

Presentation on Light Rail.

John Rasmussen/Engineer

**Discussion and/or decision to approve amended
Secondary Roads DOT Budget to reflect County budget
amended dated February 21, 2023.**

Iowa Department of Transportation
SECONDARY ROADS BUDGET

County: **Pottawattamie County**
Fiscal Year: **2023**
Version: **1**

COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on _____
Date

ATTESTED

County Auditor Date

County Engineer Date

Chairperson, Board of Supervisors Date

IOWA DOT BUDGET APPROVALS

Recommended Approval: _____
OLS Reviewer Date

Approval: _____
Director of Local Systems Date

SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 nd Prior	1 st Prior	Current	Next
		FY 2020	FY 2021	FY 2022	FY 2023
1. County Auditor's Beginning Balance		\$7,410,127.69	\$6,626,159.43	\$5,340,874.67	\$5,654,304.78
Receipts from Property Tax Levies	2.69760 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$5,000,000.00	\$5,100,000.00	\$5,215,000.00	\$5,415,582.00
	0.02000 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$2,200,000.00	\$2,450,000.00	\$2,750,000.00	\$3,000,000.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$6,635,606.56	\$7,473,187.92	\$6,710,938.00	\$6,780,000.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$15,673.83	\$18,249.64	\$15,608.19	\$17,000.00
3c. Time 21		\$847,071.78	\$1,060,675.74	\$851,058.00	\$857,000.00
4. RISE Funds		\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$0.00
5a. SWAP Bridge Replacement Funds		\$351,596.45	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7.Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$5,512.40	\$0.00	\$0.00	\$0.00
8. Miscellaneous Receipts <i>Donations, sale of used materials, Special Assessments, etc</i> <i>Itemized for 2023</i>	ENTRANCE PERMITS			\$10,000.00	\$10,000.00
	MATERIALS-SCRAP			\$15,000.00	\$15,000.00
	MISC. REFUNDS- PARTS CREDITS			\$1,200.00	\$1,200.00
	MISC. REIMB- FUEL TAX			\$1,000.00	\$1,000.00
	TRIP PERMITS			\$10,000.00	\$10,000.00
	All Other	\$361,477.09	\$739,873.47	\$2,135,621.92	\$10,000.00
9. Total Miscellaneous Receipts		\$361,477.09	\$739,873.47	\$2,172,821.92	\$47,200.00
10. TOTAL RECEIPTS		\$22,827,065.80	\$23,468,146.20	\$23,056,300.78	\$21,771,086.78
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00

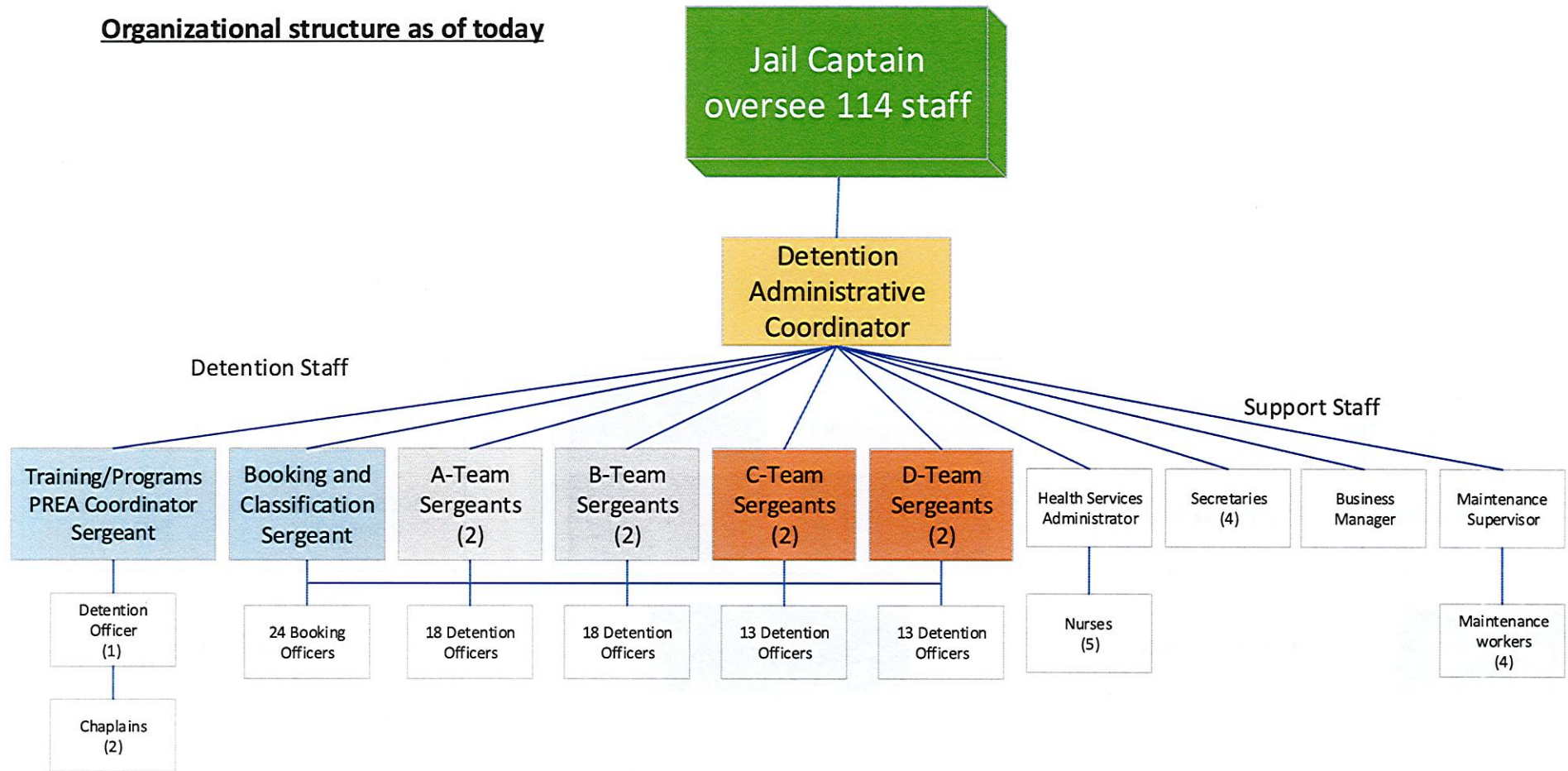
SECONDARY ROADS BUDGET

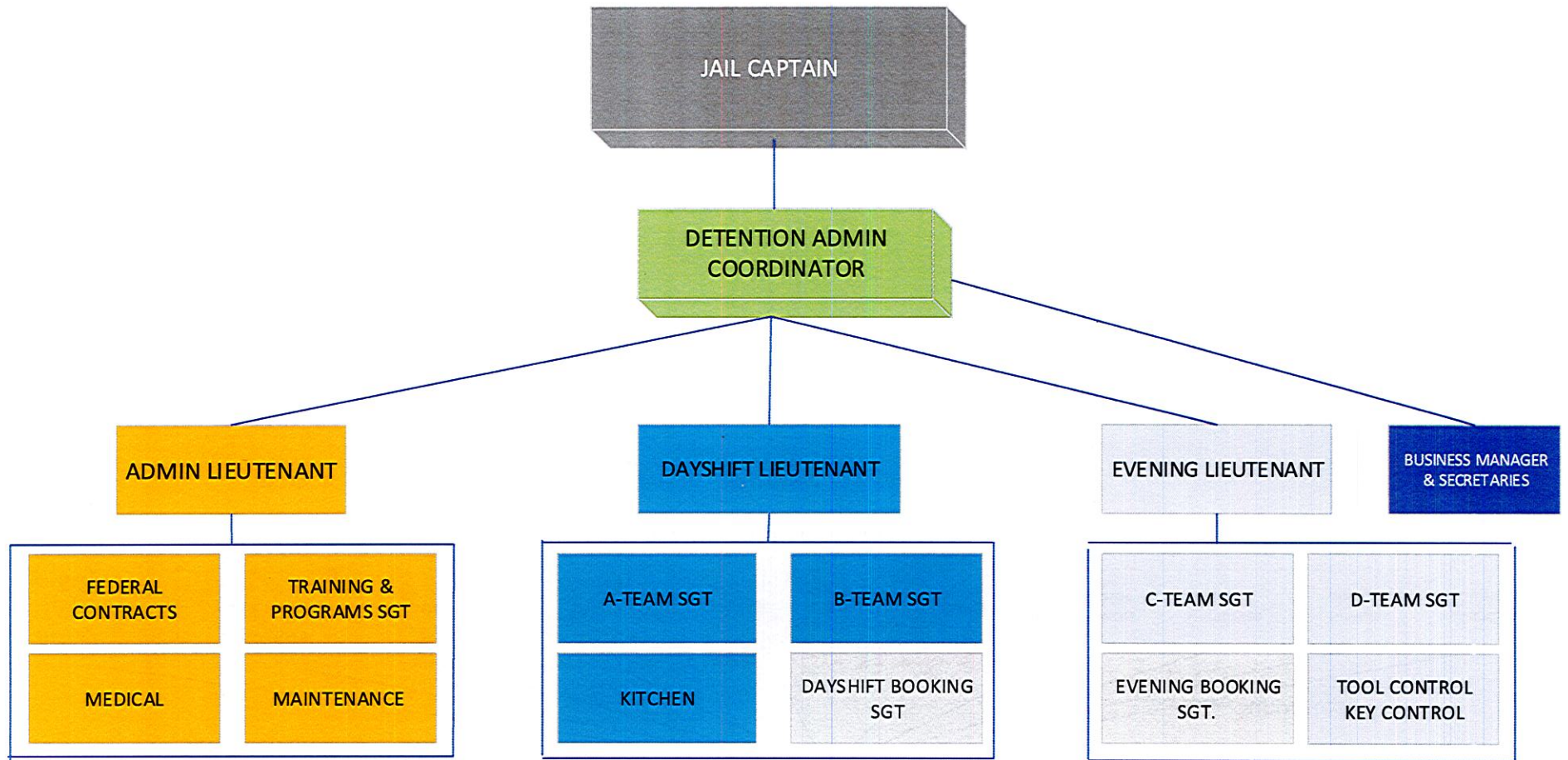
	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2	Prior 1	Current	Next
	FY 2020	FY 2021	FY 2022	FY 2023
70X * Administration and Engineering				
700 Administration Expenditures	\$740,777.51	\$793,112.17	\$674,683.00	\$700,480.00
701 Engineering Expenditures	\$924,049.51	\$802,351.63	\$928,395.00	\$1,174,039.00
TOTAL ADMINISTRATION AND ENGINEERING	\$1,664,827.02	\$1,595,463.80	\$1,603,078.00	\$1,874,519.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds ---See Accomplishment Year projects)</i>	\$1,371,028.74	\$2,269,025.01	\$1,350,000.00	\$1,525,000.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$1,301,660.41	\$1,318,805.56	\$2,048,435.00	\$1,921,953.00
711 Roads (4250, 460, 480)	\$7,569,467.34	\$8,699,264.30	\$7,889,047.00	\$8,489,298.00
712 Snow and Ice Control (520)	\$295,831.42	\$251,560.10	\$265,000.00	\$265,000.00
713 Traffic Controls (590)	\$253,509.07	\$480,345.87	\$446,003.00	\$495,714.00
714 Road Clearing (490)	\$62,193.96	\$79,925.47	\$80,000.00	\$90,000.00
TOTAL ROADWAY MAINTENANCE	\$9,482,662.20	\$10,829,901.30	\$10,728,485.00	\$11,261,965.00
72X * General Roadway				
720 New Equipment (610)	\$1,687,137.03	\$1,492,685.69	\$1,250,000.00	\$1,550,000.00
721 Equipment Operations (620, 630, 650)	\$1,510,110.67	\$1,550,075.89	\$1,946,433.00	\$2,420,186.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$16,191.97	\$11,123.86	\$74,000.00	\$81,000.00
723 Real Estate and Buildings (800)	\$468,948.74	\$378,995.98	\$450,000.00	\$500,000.00
TOTAL GENERAL ROADWAY	\$3,682,388.41	\$3,432,881.42	\$3,720,433.00	\$4,551,186.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$16,200,906.37	\$18,127,271.53	\$17,401,996.00	\$19,212,670.00
County Auditor's balance at end of fiscal year	\$6,626,159.43	\$5,340,874.67	\$5,654,304.78	\$2,558,416.78
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$22,827,065.80	\$23,468,146.20	\$23,056,300.78	\$21,771,086.78

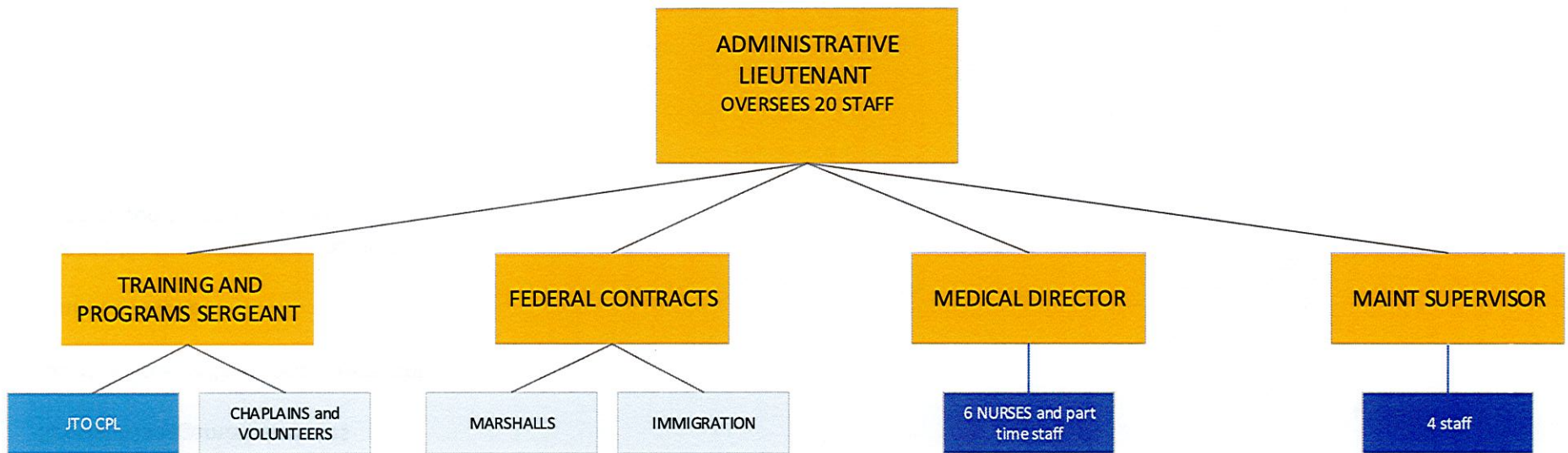
Jana Lemrick/Director, Human
Resources, Andy
Brown/Sheriff, Steve
Winchell/Captain, Sheriff and
Trish Bernhards/Detention
Administrative Coordinator,
Sheriff

**Discussion on Organizational Structure at the jail
including decision to approve the following job
descriptions, Sergeants, Lieutenants, Corporals and
Certified Medication Aids at the jail.**

Organizational structure as of today







ADDITIONAL DUTIES:

-Oversee PREA (prison rape elimination act) responsibilities

-Emergency preparedness plans, training, exercises.

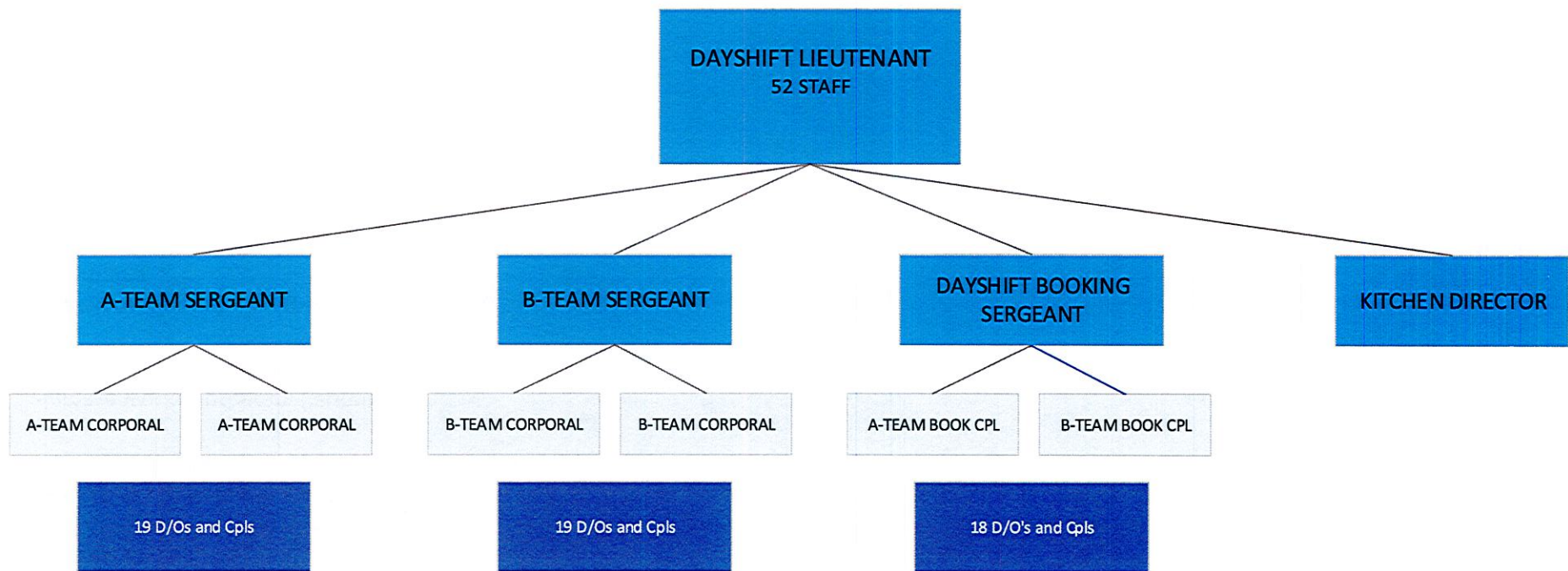
-Inmate worker program (laundry, kitchen eventually, outside labor)

-Transport Team training and scheduling

-Key control

-Tool control

-Inmate orientation process and handbook



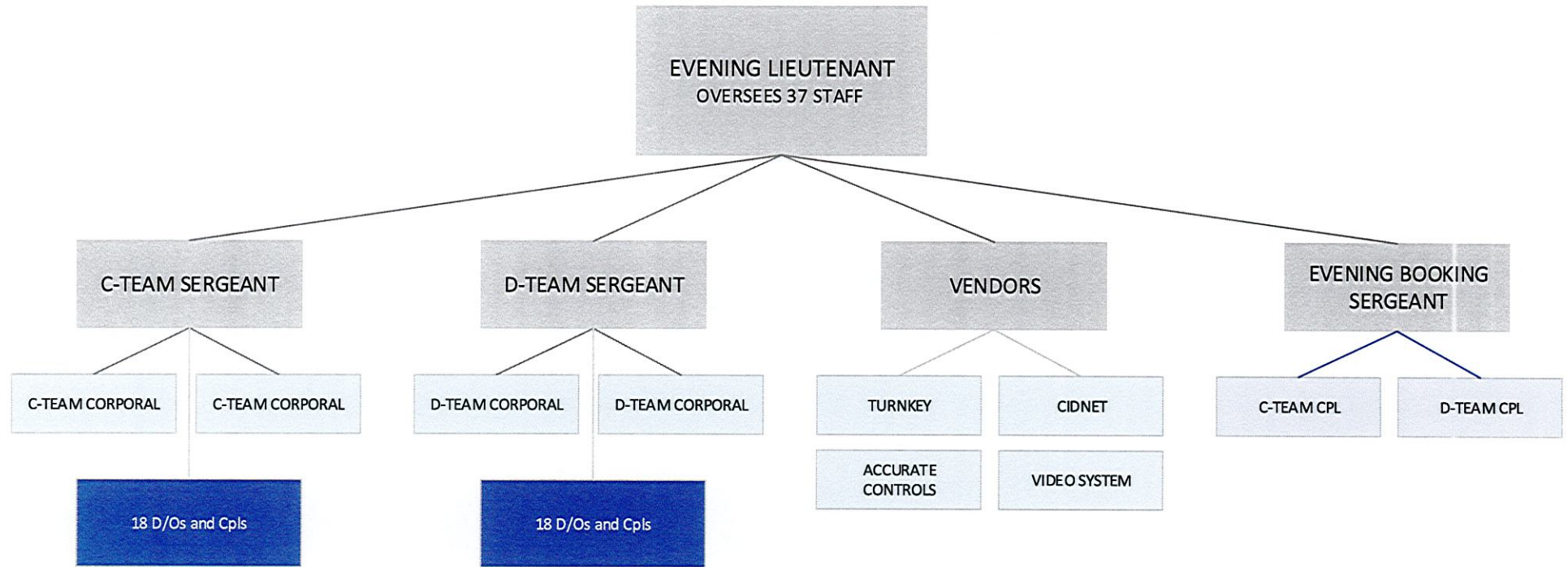
ADDITIONAL DUTIES;

-Special Management Inmates

-Court process with booking Sergeant

-Inmate visitation

-Inmate legal requests (i.e. marriage, jail to prison communication)



ADDITIONAL DUTIES:

-Inmate transports with booking Sergeant

-Intelligence team

-Post orders

-Inmate disciplinary committee

POTTAWATTAMIE COUNTY – SHERIFF’S OFFICE

JOB DESCRIPTION

POSITION TITLE: Certified Medication Aid

REPORTS TO: Nurse Manager

SUPERVISES: -----

FLSA DESIGNATION: Non-Exempt

GRADE: 511

PURPOSE OF POSITION: Responsible for providing administration of distribution of prescription medication to inmates of the Pottawattamie County Jail.

ESSENTIAL FUNCTIONS:

Responsible for administering and distributing prescription medication in accordance with the Pottawattamie County Jail Medical policies and procedures, and regulations of the Jail division.

Responsible for administering physician ordered medication to inmates in various locations, including inmate housing locations, Special Housing Units or other designated areas within the Jail facility. Assisting in the administration of treatments in accordance with an inmate’s health care.

Administer medications and treatments in a manner consistent with nationally recognized safe medical practices, to include accurate identification of the inmate, medication, dose, time, and route.

Document distribution/administration accurately and timely in electronic Medication Administration Record.

Maintains confidentiality of inmate private health information in accordance with departmental policy and federal law.

Assists RN or other appropriate staff member in a variety of pharmacy related activities, including, but not limited to checking physician orders for accuracy, notifying nurse of reorder of medications, checking logs as assigned, maintaining counts as assigned, storage and inventory of pharmacy supplies, stocking and maintaining clean area.

Maintain safe and secure environment at all times.

Follows and enforces security regulations for keys, sharps, and controlled medications.

Participates in staff meetings and in-service training programs.

Regular and reliable attendance is required of this position. Employees are required to adhere to established work schedule and are required to report to work on time.

MARGINAL FUNCTIONS:

Perform other duties as directed or as the situation dictates.

ESSENTIAL KNOWLEDGE, EXPERIENCE AND ABILITY:

Knowledge of and licensure as a medication aid under the Iowa Code.

Knowledge of and the ability to learn and perform input and retrieval functions utilizing a variety of computer programs dealing with corrections and medication distribution.

Knowledge of and the ability to apply the English language and proper grammar, spelling and punctuation.

Ability to learn and apply divisional and facility policies and procedures.

Ability to compose a variety of correspondence, memoranda and other documents using independent judgment based upon knowledge of departmental policies and procedures.

Ability to maintain pharmacy and medication records, to compile information and prepare accurate records and reports.

Ability to maintain confidentiality of all inmate health, medication and jail policy to include HIPPA.

Ability to communicate effectively, both orally and in writing.

Ability to understand and follow both oral and written instructions.

Ability to establish and maintain effective working relationships with inmates, nursing staff, jail staff, outside medical providers agencies, supervisors and co-workers.

Ability to work independently, plan and organize a personal work schedule, set priorities and meet established deadlines.

The ability to work a full shift and work overtime as needed.

The ability to work according to the necessary schedule to meet job requirements with, or without, reasonable accommodation.

Uphold Pottawattamie County Sheriff Jail Division Mission Statement at all times.

ESSENTIAL EDUCATION, CERTIFICATION AND/OR LICENSES:

Must be at least 18 years of age and possess a high school diploma or GED equivalent.

Valid certification as a CMA in state of Iowa

Valid certification as a CNA in state of Iowa

Current CPR certification

Must obtain a NCIC certification within six (6) months of employment.

ESSENTIAL PHYSICAL DEMANDS AND TYPICAL WORKING CONDITIONS:

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Attendance at work is an essential function of this position. Work is generally performed indoors in a correctional setting and requires routine bending, lifting and carrying of medications, medical supplies, files and other materials. An incumbent must have the ability to frequently lift, push, pull and/or carry equipment, supplies and other materials weighing up to 10 lbs., and to occasionally lift, push, pull and/or carry equipment, supplies and other materials weighing up to 25 lbs. Incumbent is required to frequently sit for extended periods of time, talk, hear, and must have the ability to transport themselves to and from various locations within the Jail. An incumbent must also possess the hand-eye coordination and manual dexterity necessary to use hands and arms to reach, finger, handle, grasp, and feel, and operate computers, and any other pieces of equipment that are used to perform the essential functions of the job.

Work may be scheduled at night or on weekends. Noise level is moderate related to a jail facility. Vision abilities, correctable to normal ranges, include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. Communication abilities include the ability to talk and hear within normal ranges.

Work requires interaction with inmates in a secure setting. Inmates may be verbally hostile, non-compliant and potentially aggressive.

I have read this job description and feel that I meet the requirements stated.

Name

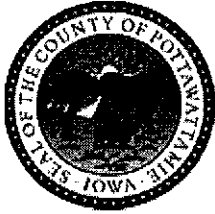
Date

Revised: May 3, 2023

Other Business

**Lea Voss/Treasurer and Mark
Shoemaker/Director,
Conservation**

Discussion and/or decision to approve waiving of the delinquent taxes that were owed by Donna Rahel on Parcel Nos. 764411200002, 76441100003, 764412100004, 764412100009, 764412300001 from 2017-2021, now owned by the Pottawattamie County Conservation effective October 24, 2022.



Pottawattamie County Treasurer
 Lea A. Voss
 227 South 6th Street
 Council Bluffs, IA 51501
 (712) 328-5627
 lea.voss@pottcounty-ia.gov

**OFFICIAL NOTICE OF
 DELINQUENT TAXES**

IMPORTANT TAX INFORMATION ENCLOSED

POTTAWATTAMIE COUNTY CONSERVATION BOARD
 223 S 6TH ST
 COUNCIL BLUFFS, IA 51501

Parcel Number	
764411200002	764412100003 764412100004 764412100009 764412300001
GRAND TOTAL	DUE BY
\$45,499.00	05/31/2023

****RETURN THIS PORTION WITH YOUR PAYMENT****

Notice of Tax Delinquency

You are hereby notified that the below described property is delinquent in the payment of property tax, drainage and/or special assessment and is accruing interest monthly.

Online payments accepted at: iowatreasurers.org

Tax sales must be paid in guaranteed funds.

Type Parcel Legal	District	Bill Number	Due Date	Tax	Interest	Additional Costs	Total Due
2017 - Tax	019	721078	09/30/2018	\$362.00	\$282.00	\$4.00	\$648.00
2017 - Tax	019	721078	03/31/2019	\$362.00	\$250.00	\$0.00	\$612.00
2018 - Tax	019	820755	09/30/2019	\$367.00	\$220.00	\$0.00	\$587.00
2018 - Tax	019	820755	03/31/2020	\$367.00	\$187.00	\$0.00	\$554.00
2019 - Tax	019	922578	09/30/2020	\$333.00	\$160.00	\$4.00	\$497.00
2019 - Tax	019	922578	03/31/2021	\$333.00	\$130.00	\$0.00	\$463.00
2020 - Tax	019	018232	09/30/2021	\$342.00	\$103.00	\$4.00	\$449.00
2020 - Tax	019	018232	03/31/2022	\$342.00	\$72.00	\$0.00	\$414.00
2021 - Tax	019	017553	09/30/2022	\$350.00	\$42.00	\$4.00	\$396.00
2021 - Tax	019	017553	03/31/2023	\$350.00	\$11.00	\$0.00	\$361.00
Total				\$3,508.00	\$1,457.00	\$16.00	\$4,981.00

764411200002
 CRESCENT TWP 11-76-44 NE

Deed Name(s): POTTAWATTAMIE COUNTY
 CONSERVATION BOARD

Continued from prior page

Type Parcel Legal	District	Bill Number	Due Date	Tax	Interest	Additional Costs	Total Due
2017 - Tax	019	746283	09/30/2018	\$284.00	\$222.00	\$4.00	\$510.00
2017 - Tax	019	746283	03/31/2019	\$284.00	\$196.00	\$0.00	\$480.00
2018 - Tax	019	846224	09/30/2019	\$284.00	\$170.00	\$0.00	\$454.00
2018 - Tax	019	846224	03/31/2020	\$284.00	\$145.00	\$0.00	\$429.00
2019 - Tax	019	943721	09/30/2020	\$264.00	\$127.00	\$4.00	\$395.00
2019 - Tax	019	943721	03/31/2021	\$264.00	\$103.00	\$0.00	\$367.00
2020 - Tax	019	044148	09/30/2021	\$270.00	\$81.00	\$4.00	\$355.00
2020 - Tax	019	044148	03/31/2022	\$270.00	\$57.00	\$0.00	\$327.00
2021 - Tax	019	050988	09/30/2022	\$277.00	\$33.00	\$4.00	\$314.00
2021 - Tax	019	050988	03/31/2023	\$277.00	\$8.00	\$0.00	\$285.00

764412100003 **Total** **\$2,758.00** **\$1,142.00** **\$16.00** **\$3,916.00**

CRESCENT TWP 12-76-44 SW
NW EXC ELY135' Deed Name(s): POTTAWATTAMIE COUNTY
CONSERVATION BOARD

2017 - Tax	019	738096	09/30/2018	\$53.00	\$41.00	\$4.00	\$98.00
2017 - Tax	019	738096	03/31/2019	\$53.00	\$37.00	\$0.00	\$90.00
2018 - Tax	019	838121	09/30/2019	\$52.00	\$31.00	\$0.00	\$83.00
2018 - Tax	019	838121	03/31/2020	\$52.00	\$27.00	\$0.00	\$79.00
2019 - Tax	019	938148	09/30/2020	\$49.00	\$24.00	\$4.00	\$77.00
2019 - Tax	019	938148	03/31/2021	\$49.00	\$19.00	\$0.00	\$68.00
2020 - Tax	019	036568	09/30/2021	\$50.00	\$15.00	\$4.00	\$69.00
2020 - Tax	019	036568	03/31/2022	\$50.00	\$11.00	\$0.00	\$61.00
2021 - Tax	019	036086	09/30/2022	\$51.00	\$6.00	\$4.00	\$61.00
2021 - Tax	019	036086	03/31/2023	\$51.00	\$2.00	\$0.00	\$53.00

764412100004 **Total** **\$510.00** **\$213.00** **\$16.00** **\$739.00**

CRESCENT TWP 12-76-44
COMM SE COR TH
N1320'W135' S1120' SELY198' Deed Name(s): POTTAWATTAMIE COUNTY
CONSERVATION BOARD

2017 - Tax	019	723580	09/30/2018	\$217.00	\$169.00	\$4.00	\$390.00
2017 - Tax	019	723580	03/31/2019	\$217.00	\$150.00	\$0.00	\$367.00
2018 - Tax	019	822327	09/30/2019	\$225.00	\$135.00	\$0.00	\$360.00
2018 - Tax	019	822327	03/31/2020	\$225.00	\$115.00	\$0.00	\$340.00
2019 - Tax	019	923891	09/30/2020	\$208.00	\$100.00	\$4.00	\$312.00
2019 - Tax	019	923891	03/31/2021	\$208.00	\$81.00	\$0.00	\$289.00
2019 - Drainage	DD008	876254	09/30/2019	\$5.00	\$3.00	\$0.00	\$8.00
2020 - Tax	019	019935	09/30/2021	\$213.00	\$64.00	\$4.00	\$281.00
2020 - Tax	019	019935	03/31/2022	\$213.00	\$45.00	\$0.00	\$258.00
2021 - Tax	019	020378	09/30/2022	\$218.00	\$26.00	\$4.00	\$248.00
2021 - Tax	019	020378	03/31/2023	\$218.00	\$7.00	\$0.00	\$225.00

764412100009 **Total** **\$2,167.00** **\$895.00** **\$16.00** **\$3,078.00**

CRESCENT TWP-HIDDEN
VALLEY EAST LT 4 EXC
COMM NE COR S725' W135'
NW105' NLY691.99' E504.37' TO Deed Name(s): POTTAWATTAMIE COUNTY
CONSERVATION BOARD

Continued from prior page

Type Parcel Legal	District	Bill Number	Due Date	Tax	Interest	Additional Costs	Total Due	
2017 - Tax	019	747669	09/30/2018	\$2,289.00	\$1,785.00	\$4.00	\$4,078.00	
2017 - Tax	019	747669	03/31/2019	\$2,289.00	\$1,579.00	\$0.00	\$3,868.00	
2018 - Tax	019	849529	09/30/2019	\$2,358.00	\$1,415.00	\$0.00	\$3,773.00	
2018 - Tax	019	849529	03/31/2020	\$2,358.00	\$1,203.00	\$0.00	\$3,561.00	
2019 - Tax	019	947222	09/30/2020	\$2,344.00	\$1,125.00	\$4.00	\$3,473.00	
2019 - Tax	019	947222	03/31/2021	\$2,344.00	\$914.00	\$0.00	\$3,258.00	
2019 - Drainage	DD002	876427	09/30/2019	\$5.00	\$3.00	\$0.00	\$8.00	
2019 - Drainage	DD008	875985	09/30/2019	\$5.00	\$3.00	\$0.00	\$8.00	
2020 - Tax	019	046621	09/30/2021	\$2,379.00	\$714.00	\$4.00	\$3,097.00	
2020 - Tax	019	046621	03/31/2022	\$2,379.00	\$500.00	\$0.00	\$2,879.00	
2020 - Drainage	DD002	765520	09/30/2020	\$5.00	\$2.00	\$0.00	\$7.00	
2021 - Tax	019	041120	09/30/2022	\$2,219.00	\$266.00	\$4.00	\$2,489.00	
2021 - Tax	019	041120	03/31/2023	\$2,219.00	\$67.00	\$0.00	\$2,286.00	
				Total	\$23,193.00	\$9,576.00	\$16.00	\$32,785.00

764412300001

CRESCENT TWP 12-76-44 W30'
S30' NE SW, W30' SE SW & N
OF SURVEY LINE NW SW & PT
SE NE & PT OF NE SE11-76-44
COMM SE COR SE NE TH
S715.58' NW133.63' W285.2'
NLY723.6' NW315.32' SW192.5'
WLY499.75' N1253.73' E1323.2'
S1324.58' TO POB (PARCELS B)

Deed Name(s): POTTAWATTAMIE COUNTY
CONSERVATION BOARD

Situs: 17258 SNOWHILL LN

Jana Lemrick/Director, Human **Resources**

Discussion and/or decision to approve and authorize Board to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME), Local 2364-911 Agreement for the employees of the Pottawattamie County Communications Center, 12 Hour Shifts effective July 1, 2023, through June 30,2024.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
POTTAWATTAMIE COUNTY
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME)
LOCAL 2364-911**

Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) (hereinafter the “Bargaining Unit”) are parties to a Collective-Bargaining Agreement and have agreed to certain terms and conditions for employees of the Pottawattamie County Communications Center covered under the contract.

It is agreed between the parties that this memorandum of understanding will be effective July 1, 2023-June 30, 2024.

HOURS OF WORK

Section 1

This is intended to set forth the normal work week and work schedule but shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

The normal work week for Employees, other than Employees working a continuous shift, shall consist of forty (40) hours, Monday through Friday, and the normal work schedule shall be eight (8) hours.

The minimal work schedule for Employees working a continuous shift shall commence on a date to be set by the employer, in agreeance with the union, and thereafter shall continue the following schedule to wit:

1. Continuous Employees will be divided into four (4) teams:
 - a. Two (2) teams (A and B) working a shift from 0600 until 1800 each duty day
 - b. Two (2) teams (C and D) working a shift from 1800 until 0600 each duty day.
 1. Week # 1 – A and C Teams – three (3) 12 (twelve) hour shifts consisting of Monday, Tuesday and Friday on their respective team’s hours.
 2. Week # 2 – A and C Teams – Four (4) 12 (twelve) hour shifts consisting of Saturday, Sunday, Wednesday and Thursday on their respective team hours.

3. Following the two-week work schedule the work schedule will repeat itself every two (2) weeks.
 4. Week # 1 – B and D Teams – three (3) twelve (12) hour shifts consisting of Monday, Tuesday and Friday on their respective team's hours.
 5. Week # 2 – B and D Teams – Four (4) twelve (12) hour shifts consisting of Saturday, Sunday, Wednesday and Thursday on their respective team's hours.
 6. Following the two-week work schedule the work schedule will repeat itself every two (2) weeks.
2. Both parties agree that to comply with the Fair Labor Standards Act, continuous shift employees will be paid thirty-six (36) hours of regular pay for the three (3) day work week and forty (40) hours of regular pay and eight (8) hours of overtime pay for the four (4) day work week. The Employer recognizes continuous employees working a thirty-six (36) hour work week as full-time Employees for this Union Agreement and the County Employee Handbook.
 3. No Employee shall be required or ordered to work beyond sixteen (16) hours in any shift.
 4. Employees shall report to their duty assignments and remain there until the end of their shifts or until relieve by his/her shift supervisor or acting supervisor.
 - a. Employees unable to report for duty shall notify the employer as soon as possible.
 - b. Employees shall receive, when possible, a thirty (30) minute lunch period and two (2) fifteen (15) minute breaks. The thirty (30) minute lunch period shall be a paid lunch period for continuous shift Employees. When staffing permits, Employees may combine the paid lunch break and the two (2) fifteen (15) minute breaks.
 - c. In the event the center only has minimum staffing, the Employees may take their break in the break room as time permits. Minimum staffing requirements are determined by center administration. It is understood that due to the nature of a telecommunicator's work that there may be times that require no lunch or shortened break periods.
 5. Employees requesting time off during the thirty-six (36) hour will apply paid time off in a traditional manner. Employees taking time off during the forty-eight (48) hour week will be subject to the following:
 - a. To take off all forty-eight (48) hours off, an employee must submit a paid time off request for the full forty-eight (48) hours.
 - b. If an employee works less than forty-eight (48) hours, the following applies:
 - i. Employees are paid for the hours they physically work. If an employee works less than forty-eight (48) hours, they are paid overtime on any

physical hours worked over forty (40) and straight time for any hours that were paid out using PTO.

- ii. Physical hours are considered hours worked in the communication center including trade time, but not including any paid leave.
- iii. Employees who work more than twelve (12) hours in any workday are still paid at the premium overtime wage listed in Article 8, Section 6.

SO AGREED this ____ day of _____ 2023

Pottawattamie County Board
Of Supervisors Chairman

AFSCME/IA Council 61

**Discussion and/or decision on letter of support for the
East Pottawattamie Soil and Water for a grant
application for dry hydrants to assist with the Volunteer
Fire Departments with water access.**

Committee Appointments

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

Received/Filed

Fee Book (04/01/2023 - 04/30/2023)

Criteria: {FMXFUS01_RPT_POTT.TndrDate} >= #04/01/2023# AND {FMXFUS01_RPT_POTT.TndrDate} <= #04/30/2023#

	Count	Total Fund Amount
Recording Fees		
RMA	871	\$872.00
E-Commerce	871	\$872.00
Audit	235	\$1,245.00
Recording	871	\$21,685.00
County Transfer Tax	132	\$10,914.52
State Transfer Tax	132	\$52,359.08
Photo Copies	21	\$323.00
Total For Recording Fees	3133	\$88,270.60
Other Fees		
COUNTY PASSPORT POSTAGE FUND	53	\$11,278.75
Total For Other Fees	53	\$11,278.75
Boats		
Boat Writing	20	\$225.00
Boat State	20	\$3,626.35
Boat Title County	17	\$180.00
Boat Title State	17	\$234.00
Boat Liens State	9	\$65.00
Use Tax	17	\$24,358.70
Boat Lien County	9	\$50.00
Road Pass	17	\$2,050.00
DNR Postage	17	\$55.00
Plat Book	1	\$280.00
Total For Boats	144	\$31,124.05
Hunt and Fish		
Hunt Fish County	2	\$2.50
Hunt Fish State	2	\$116.50
Total For Hunt and Fish	4	\$119.00
ELSI		
ELSI Couny	38	\$486.25
ELSI State	19	\$2,305.00
Total For ELSI	57	\$2,791.25
Vitals		
Cert Copy County	58	\$2,672.00
Cert Copy State	58	\$7,348.00
Marriage County	36	\$144.00
Marriage State	36	\$1,116.00
Three Day Waiver	1	\$5.00
Total For Vitals	189	\$11,285.00
Collected Total:		\$144,868.65
Charged Total:		\$28.00
Grand Total:		\$144,896.65

Recorder

	mr# 45358	Apr-23	ck# 5301
Amount	Account #	Account Name	
\$2,816.00	0001-1-07-8110-413000-000	Vital Records	
\$872.00	0024-1-07-8110-400001-000	RMA	
\$486.25	0001-1-07-8110-409000-000	ELSI	
\$10,914.52	0001-1-07-8110-404000-000	Transfer Tax	
\$22,008.00	0001-1-07-8110-400000-000	Office Fees	
\$1,245.00	0001-1-07-8110-410000-000	Auditor Fees	
\$225.00	0001-1-07-8110-402000-000	Boat Writing Fee	
\$50.00	0001-1-07-8110-402000-000	Boat Liens	
\$11,278.75	0001-1-07-8110-414000-000	Passports	
\$55.00	0001-1-07-8110-415000-000	DNR Boat Postage	
\$2,050.00	0001-1-07-8110-407000-000	ATV ROADPASS	
\$2.50	0001-1-07-8110-417000-000	Hunting/Fishing License	
\$280.00	001-1-07-8110-501000-000	Plat Books	
\$0.00	001-1-07-8110-501000-000	Plat Books Postage	
\$52,283.02	Total		Checks prepared by: A M

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: Jon Poore

Department: Jail

Destination: Washington D.C.

Date of Travel: FROM: May 10, 2023 TO: May 16, 2023

Name of Elected Official/Department Head Authorizing Travel: Sheriff Andy Brown

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: Working events for the 2023

National Police Week, Honor Guard.

Conference Name (Please give complete name) _____

<u>Expense</u>				<u>Cost Estimate</u>	
Transportation	Mileage	<input type="checkbox"/>	Airfare	<input checked="" type="checkbox"/>	\$291.95
Lodging					\$1,718.13
Meals: Breakfast	Included	<input checked="" type="checkbox"/>	Not Included	<input type="checkbox"/>	\$0.00
Lunch	Included	<input type="checkbox"/>	Not Included	<input checked="" type="checkbox"/>	\$100.00
Dinner	Included	<input type="checkbox"/>	Not Included	<input checked="" type="checkbox"/>	\$180.00
Conf./Seminar Fee					Free
Other:			Travel Day Meal		\$118.50
Total Estimated Cost					\$2408.58

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at www.gsa.gov 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.

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: Roger Brannan

Department: Jail

Destination: Washington D.C.

Date of Travel: FROM: May 10, 2023 TO: May 16, 2023

Name of Elected Official/Department Head Authorizing Travel: Sheriff Andy Brown

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: Working events for the 2023
National Police Week, Honor Guard.

Conference Name (Please give complete name) _____

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage	<input type="checkbox"/>	Airfare <input checked="" type="checkbox"/> \$291.95
Lodging			\$1,476.66
Meals: Breakfast	Included	<input type="checkbox"/>	Not Included <input checked="" type="checkbox"/> \$90.00
Lunch	Included	<input type="checkbox"/>	Not Included <input checked="" type="checkbox"/> \$100.00
Dinner	Included	<input type="checkbox"/>	Not Included <input checked="" type="checkbox"/> \$180.00
Conf./Seminar Fee			Free
Other:			Travel Day Meal \$118.50
Total Estimated Cost			\$2257.11

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at www.gsa.gov 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.

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

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

TRAVEL INFORMATION

Name of Employee Traveling: Sgt. Matt O'Donnell

Department: Jail

Destination: Kansas City, Missouri

Date of Travel: FROM: 5/8/23 TO: 5/12/2023

Name of Elected Official/Department Head Authorizing Travel: Capt. Steve Winchell

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: FBI-LEEDA Supervisor
School. We will be sending all of our Sgt's to this school
over the next year to maximize our effectiveness
and get everyone on the same page with leadership tools
to continue to advance our growth to improve culture and morale.

Conference Name (Please give complete name) FBI-LEEDA Supervisor Leadership Institute

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	
Lodging			\$ 500.00
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 50.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 50.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 75.00
Conf./Seminar Fee			\$ 795.00
Other:			
Total Estimated Cost			\$ 1,470.00

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at www.gsa.gov 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.

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

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

TRAVEL INFORMATION

Name of Employee Traveling: Sgt. Shannon Holman

Department: Jail

Destination: Kansas City, Missouri

Date of Travel: FROM: 5/8/23 TO: 5/12/2023

Name of Elected Official/Department Head Authorizing Travel: Capt. Steve Winchell

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: FBI-LEEDA Supervisor
School. We will be sending all of our Sgt's to this school
over the next year to maximize our effectiveness
and get everyone on the same page with leadership tools
to continue to advance our growth to improve culture and morale.

Conference Name (Please give complete name) FBI-LEEDA Supervisor Leadership Institute

Expense			Cost Estimate
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	
Lodging			\$ 500.00
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 50.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 50.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 75.00
Conf./Seminar Fee			\$ 795.00
Other:			
Total Estimated Cost			\$ 1,470.00

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at www.gsa.gov 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.

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

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

TRAVEL INFORMATION

Name of Employee Traveling: Sgt. Megan Albers

Department: Jail

Destination: Kansas City, Missouri

Date of Travel: FROM: 5/8/23 TO: 5/12/2023

Name of Elected Official/Department Head Authorizing Travel: Capt. Steve Winchell

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: FBI-LEEDA Supervisor
School. We will be sending all of our Sgt's to this school
over the next year to maximize our effectiveness
and get everyone on the same page with leadership tools
to continue to advance our growth to improve culture and morale.

Conference Name (Please give complete name) FBI-LEEDA Supervisor Leadership Institute

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input type="checkbox"/>	
Lodging			\$ 500.00
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 50.00
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 50.00
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	\$ 75.00
Conf./Seminar Fee			\$ 795.00
Other:			
Total Estimated Cost			\$ 1,470.00

Meals may be included in conference fees or provided by the hotel. Indicate whether meal is included or not. If meal is not included, please refer to the U.S. General Services Administration website for allowable meal per diem at www.gsa.gov 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