

# **Consent Agenda**

**February 13, 2024**

**MET IN REGULAR SESSION**

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

**PLEDGE OF ALLEGIANCE**

**1. CONSENT AGENDA**

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

- A. February 6, 2024, Minutes as read.
- B. January 2024 Vendor Publication Report.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Motion by Shea, second by Jorgensen, to open Public Hearing on **Ordinance No. 2024-01**, an ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 35.94 acres from a Class A-3 (Riverfront and Ag Production) to Class I-1 (Limited Industrial) District.

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

Brian Easton; 13511 192<sup>nd</sup> Street; appeared before the Board, concern is the traffic.

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

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

Motion by Wichman, second by Shea, to approve First Consideration of **Ordinance No. 2024-01** to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 35.94 acres from a Class A-3 (Riverfront and Ag Production) to Class I-1 (Limited Industrial) District; and to set date for Second Consideration for February 20, 2024, at 10:00 A.M.

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

Motion by Shea, second by Belt, to open Public Hearing on **Ordinance No. 2024-02**, an ordinance to amend Pottawattamie County, Iowa Zoning Ordinance, Chapter 8.004.095 Accessory Dwelling Unit.

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

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

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

Motion by Jorgensen, second by Shea, to approve First Consideration of **Ordinance No. 2024-02** to amend Pottawattamie County, Iowa Zoning Ordinance, Chapter 8.004.095 Accessory Dwelling Unit; and to set date for Second Consideration for February 20, 2024, at 10:00 A.M.

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

Kami Willett and Terry Gleaves, East Pottawattamie County Soil and Water appeared before the Board to discuss the Beaver Bounty Program.

Kami Willett/Chair, East Pottawattamie County Soil and Water and Laura Monson/Conservation Education Coordinator appeared before the Board to discuss the annual review of the 28E Agreement with West Pottawattamie Soil and Water Conservation District and East Pottawattamie County Soil and Water Conservation District for the funding administration, and implementation of the full-time Conservation Education Coordinator Position.

Discussion only. No Action Taken.

Motion by Shea, second by Jorgensen, to approve reappointment of Bernie Bolton to the Loess Hills Development and Conservation Authority for a term of two years expiring on 12/31/2025.

UNANIMOUS VOTE. Motion Carried.

Steve Winchell/Captain, Jail update on US Marshals federal contract for the jail.

Discussion only. No Action Taken.

Motion by Shea, second by Jorgensen, to approve the Security Maintenance Contract for FY 24/25 to Electric Company of Omaha in the amount of \$16,156.

UNANIMOUS VOTE. Motion Carried.

Motion by Wichman, second by Shea, to select survey services to facilitate dispensing parcel #744412380001 to Snyder and Associates, not to exceed \$5,000.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, to remove the two sidewalks and railings on the West side of the Courthouse, to be done in house.

UNANIMOUS VOTE. Motion Carried.

Paula Hazlewood/CEO, Advance Southwest Iowa Corporation and Mike Hornacek/President & CEO, Together Inc. appeared before the Board for an introduction and presentation on Together Inc.

Discussion only. No Action Taken.

Paula Hazlewood/CEO, Advance Southwest Iowa Corporation appeared before the Board to provide an update on Economic Development.

Discussion only. No Action Taken.

### 3. OTHER BUSINESS

Motion by Shea, second by Jorgensen, to authorize Board Chair to sign Modification Agreement on the small-town forgivable note for the City of Avoca, giving them an extension deadline of September 30<sup>th</sup>, 2025.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve and authorize Board Chair to sign Agreement with the City of Avoca Police Department for computer purchase to be paid back by Avoca.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Belt, for approval of the policy for animal control officer on-call pay practices from \$1 per hour to \$2 per hour.

UNANIMOUS VOTE. Motion Carried.

Motion by Belt, second by Shea, to approve job description modification for Chair Lift Attendant position.

UNANIMOUS VOTE. Motion Carried.

Motion by Shea, second by Jorgensen, to approve job description and pay for part-time Environmental Educator position.

UNANIMOUS VOTE. Motion Carried.

### 4. RECEIVED/FILED

#### A. Out of State Travel Notification(s):

- 1) Jail – Out of State Travel Notification for Donald Henningsen and Amber Roberts.

#### B. Salary Action(s):

- 1) Jail – Payroll status change for Trevor Ceder, Riley Jones, Michael Eckmann, Ben Heath, Steve Noecker, Garrett Lembke, Luis Trujillo, Taylor Thomas, and Cory Elonich.
- 2) Attorney – Payroll status change for Emily Grothe, Tammy Herring, and Patrick Sondag.
- 3) Auditor – Payroll status change for Candy Lewis and Dixie Wilson.
- 4) Crescent Ridge Ski Hill – Payroll status change for Chloe Subbert-Borgaila.
- 5) Crescent Ridge Ski Hill – Employment of Kelly Sandberg as a Hospitality and Guest Services Worker.
- 6) Recorder – Payroll status change for Mary Jo Turpen.
- 7) Information Technology – Payroll status change for Matthew Reeves and Kelly Greer.

### 5. PUBLIC COMMENTS

No Public Comments.

### 6. CLOSED SESSIONS

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

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

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

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

Outside of Closed Session, a Motion was made by Wichman, second by Jorgensen, to approve items discussed in closed session.

UNANIMOUS VOTE. Motion Carried.

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

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

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

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

**7. BUDGET STUDY SESSION**

**8. ADJOURN**

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

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 3:10 P. M

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

ATTEST:

\_\_\_\_\_  
Becky Lenihan, Finance & Tax Officer, Auditor’s Office and Kristen Bracker, Attorney

APPROVED: February 20, 2024

PUBLISH: X

**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Paula Good

Request for County Department Comments

**DATE:** February 2, 2024

**ESTABLISHMENT:** *Renewal – Olive Branch, Inc.*

**OWNER:** see attached

**LEGAL DESCRIPTION:** See attached property record.

The Planning Dept. has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanations may be given in the form of comments below and/or attachments.

<b>DEPARTMENT</b>	<b>COMMENTS</b>	<b>YES</b>	<b>NO</b>
<b>TREASURER</b>	Free from certified taxes and special assessments		
<b>PLANNING</b>	Properly zoned	X	
	Nuisance violations		✓
	Septic system violations		✓
<b>SHERIFF</b>	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

**COMMENTS**

**Signature**



**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Paula Good

Request for County Department Comments

**DATE:** February 2, 2024

**ESTABLISHMENT:** *Renewal – Olive Branch, Inc.*

**OWNER:** see attached

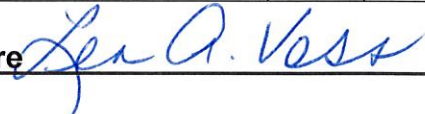
**LEGAL DESCRIPTION:** See attached property record.

The Planning Dept. has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanations may be given in the form of comments below and/or attachments.

<b>DEPARTMENT</b>	<b>COMMENTS</b>	<b>YES</b>	<b>NO</b>
<b>TREASURER</b>	Free from certified taxes and special assessments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>PLANNING</b>	Properly zoned	<input type="checkbox"/>	<input type="checkbox"/>
	Nuisance violations	<input type="checkbox"/>	<input type="checkbox"/>
	Septic system violations	<input type="checkbox"/>	<input type="checkbox"/>
<b>SHERIFF</b>	Complaints received	<input type="checkbox"/>	<input type="checkbox"/>
	Citations issued at this establishment	<input type="checkbox"/>	<input type="checkbox"/>
	Owner convicted of a felony within the last 5 years	<input type="checkbox"/>	<input type="checkbox"/>

**COMMENTS**

**Signature**



**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Paula Good

Request for County Department Comments

**DATE:** February 2, 2024

**ESTABLISHMENT:** *Renewal – Olive Branch, Inc.*

**OWNER:** see attached

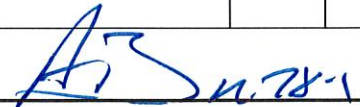
**LEGAL DESCRIPTION:** See attached property record.

The Planning Dept. has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanations may be given in the form of comments below and/or attachments.

<b>DEPARTMENT</b>	<b>COMMENTS</b>	<b>YES</b>	<b>NO</b>
<b>TREASURER</b>	Free from certified taxes and special assessments		
<b>PLANNING</b>	Properly zoned		
	Nuisance violations		
	Septic system violations		
<b>SHERIFF</b>	Complaints received		✓
	Citations issued at this establishment		✓
	Owner convicted of a felony within the last 5 years		✓

**COMMENTS**

**Signature**



no felony charges on owner w/ name search in Zepher

## License Application (WBN001349)

- **Applicant**

**Name of Legal Entity :** OLIVE BRANCH, INC.

**Name of Business(DBA) :** OLIVE BRANCH

**Address of Premises :** 19278 Conifer Ln

**Premises Suite/Apt Number :**

**City :** Council Bluffs

**County :** Pottawattamie

**Zip :** 51503

**Business :** (712) 322-2669

**Mailing Address:** 19278 Conifer Ln

**City :** Council Bluffs

**State :** Iowa

**Zip :** 51503

- **Contact Person**

**Name :** Kris Richey

**Phone :** (712) 326-4475

**Email :** olivebranch.accounts@yahoo.com



- **License Information**

**License Number :** WBN001349

**License/Permit Type :** Special Class B Retail Native Wine License

**Term :** 12 Month

**Status :** Active

**Effective Date :** 2023-04-13

**Expiration Date :** 2024-04-12

**Sub-Permits :** Special Class B Retail Native Wine License

**Privileges :**

**Last Day of Business :**

- **Status of Business**

**Business Type :** Corporation

- **Ownership**

Kris Richey

**City :** Council Bluffs

**State :** Iowa

**Zip : 51501**

**Position : owner**

**% of ownership : 100%**

**U.S. Citizen : Yes**

- **Insurance Company Information**

- 

-

7443 05 376 005

--- Permanent Property Address ---  
M5 PROPERTIES LLC  
19287 CONIFER LN  
COUNCIL BLUFFS, IA 51503

----- Mailing Address -----  
M5 PROPERTIES LLC  
C/O CHRISTOPHER-MICHELLE MORRIS  
19277 CONIFER LN SUITE #2  
COUNCIL BLUFFS, IA 51503

=====  
District: 049 LEWIS TWP/LEWIS CENTRAL

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/744305376005>

===== TAX DESCRIPTION\* =====

\* Not to be used on legal documents

LEWIS TWP 5-74-43 PT SE SW COMM 150'S NW COR TH S583.92' E53' SE46.81' NELY374.17' NW468.1' W150'  
TO POB (PARCEL C)

===== ASSESSED VALUE =====

\* Class is for Assessment purposes only - Not Zoning

Current Value				
2023	Comm. Land	Improvement	Total	Class
Full Value	\$540,800	\$771,100	\$1,311,900	C
Exempt	\$0	\$0	\$0	C
Net Total	\$540,800	\$771,100	\$1,311,900	C
Prior Year Value				
2022	Comm. Land	Improvement	Total	Class
Full Value	\$360,500	\$901,300	\$1,261,800	C
Exempt	\$0	\$0	\$0	C
Net Total	\$360,500	\$901,300	\$1,261,800	C

===== EXEMPTIONS/CREDITS APPLIED =====

===== OWNERS =====

\* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D M5 PROPERTIES LLC                      book/page: [2022/03808](#) D

===== SALES HISTORY =====

Sale Date	Amount	Code	Book/Page
01/31/2022	0	<a href="#">D38</a>	<a href="#">2022/01541</a>
01/31/2022	0	<a href="#">D30</a>	<a href="#">2022/03808</a>
08/18/2021	950000	<a href="#">D17</a>	<a href="#">2021/17097</a>
07/23/2013	0	<a href="#">D38</a>	<a href="#">2013/11762</a>
06/11/2013	0	<a href="#">D38</a>	<a href="#">2013/09608</a>
10/26/2012	0	<a href="#">D26</a>	<a href="#">2012/17004</a>
10/26/2012	1100000	<a href="#">D26</a>	<a href="#">2012/18244</a>

===== ASSESSMENT DATA =====

PDF: 10    MAP: LEWIS TWP COMM-10

Date Reviewed: 12/27/22 GMS

LAND.....139827 sqFt      3.21 acres

Commercial Building 1 of 4 -- Metal Retail Store - Steel Frame (611)  
STRUCTURE....1 story    3280 base SF    0 bsmt SF    3280 gross SF  
Year Built: 1970    Eff Year: 1970    Condition: Above Normal  
VERTICALS....Ext Wall:    Metal/ Stl/ Insul (<50' Wide)  
Int Wall:            Unfinished  
                                 Drywall or Equiv.  
Front/Doors: Low Cost Front  
Windows:            Comm. Steel Sash  
HORIZONTALS..Basement:    Incl. w / Base  
Roof:                Mtl/ Stl/ Insul.

Ceiling: Unfinished  
Drywall - Textured  
Struc Floor: Concrete  
Floor Cover: Vinyl Sheet  
Carpet  
Partitions: Incl. w / Base  
Framing: Steel - Light  
HVAC: Combination FHA - AC

PLUMBING.....Toilet Room (1)

Sink-Kitchen (1)

ADJUSTMENTS..Canopy - Metal (50)

Canopy - Metal (50)

BLDG EXTRAS..1 DOOR: O.H. - Door - Manual, 10 Ft Wide, 10 Ft High

Commercial Building 2 of 4 -- Warehouse (Storage) (701)

STRUCTURE....1 story 1440 base SF 0 bsmt SF 3040 gross SF

Year Built: 1970 Eff Year: 1981 Condition: Above Normal

VERTICALS....Ext Wall: Metal/ Frame (< 50' Wide)  
Brick on Block - 8"

Int Wall: Unfinished

Front/Doors: Incl. w / Base

Windows: Incl. w / Base

HORIZONTALS..Basement: Incl. w / Base

Roof: Metal/ Frm/ Insul (< 50' Wide)

Ceiling: Unfinished

Drywall

Struc Floor: 6" R'Concrete

Floor Cover: Carpet

Asphalt Tile

Partitions: Incl. w / Base

Framing: R'Conc - Light

HVAC: Suspended Gas Unit

Combination FHA - AC

PLUMBING.....Toilet Room (1)

3-Fixture Bathroom (1)

Rough Plumbing (1)

Sink-Kitchen (1)

ADJUSTMENTS..Mezzanine - whse-office w/ AC (1440)

A/C - Add (1440)

BLDG EXTRAS..1 Door: O.H. - Door - Manual, 10 Ft Wide, 10 Ft High

Commercial Building 2 of 4 Addition 1 -- Metal Office (604)

STRUCTURE....1 story 1600 base SF 0 bsmt SF

Year Built: 2005 Eff Year: 2005 Condition: Above Normal

VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)

Int Wall: Panel - Softwood

Front/Doors: Average Cost Front

Windows: Aluminum Casement

HORIZONTALS..Roof: Mtl/ Frm/ Insul.

Ceiling: Metal Liner

Struc Floor: R'Concrete

Framing: Wood - Average

HVAC: Combination FHA - AC

Commercial Building 3 of 4 -- Store - Retail Small (201)

STRUCTURE....1 story 5000 base SF 0 bsmt SF 5000 gross SF

Year Built: 1998 Eff Year: 1998 Condition: Above Normal

VERTICALS....Ext Wall: Vinyl - Frame

Int Wall: Drywall or Equiv.

WallFace: Incl. w / Walls

Front/Doors: Incl. w / Base

Windows: Aluminum Casement

HORIZONTALS..Roof: Asph. Shingle/ Wood Dk

Ceiling: Drywall

Suspended Blk-M'Ral

Struc Floor: R'Concrete  
 Floor Cover: Asphalt Tile  
                   Carpet  
 Partitions: Incl. w / Base  
 Framing: Wood - Light  
 HVAC: Combination FHA - AC

PLUMBING.....Toilet Room (2)  
                   Sink-Kitchen (2)  
                   Stainless Stl Sinks-(Lounge Type) 3 Tub (1)

ADJUSTMENTS..Canopy - attached (100)  
                   Canopy - attached (100)

BLDG EXTRAS..2 DOOR: O.H. - Door - Power, 8 Ft Wide, 10 Ft High  
                   1 Cold Storage: 60 SF, Cooler, 28 SFSA Door, No Door  
                   1 Cold Storage: 60 SF, Freezer, 28 SFSA Door, No Door

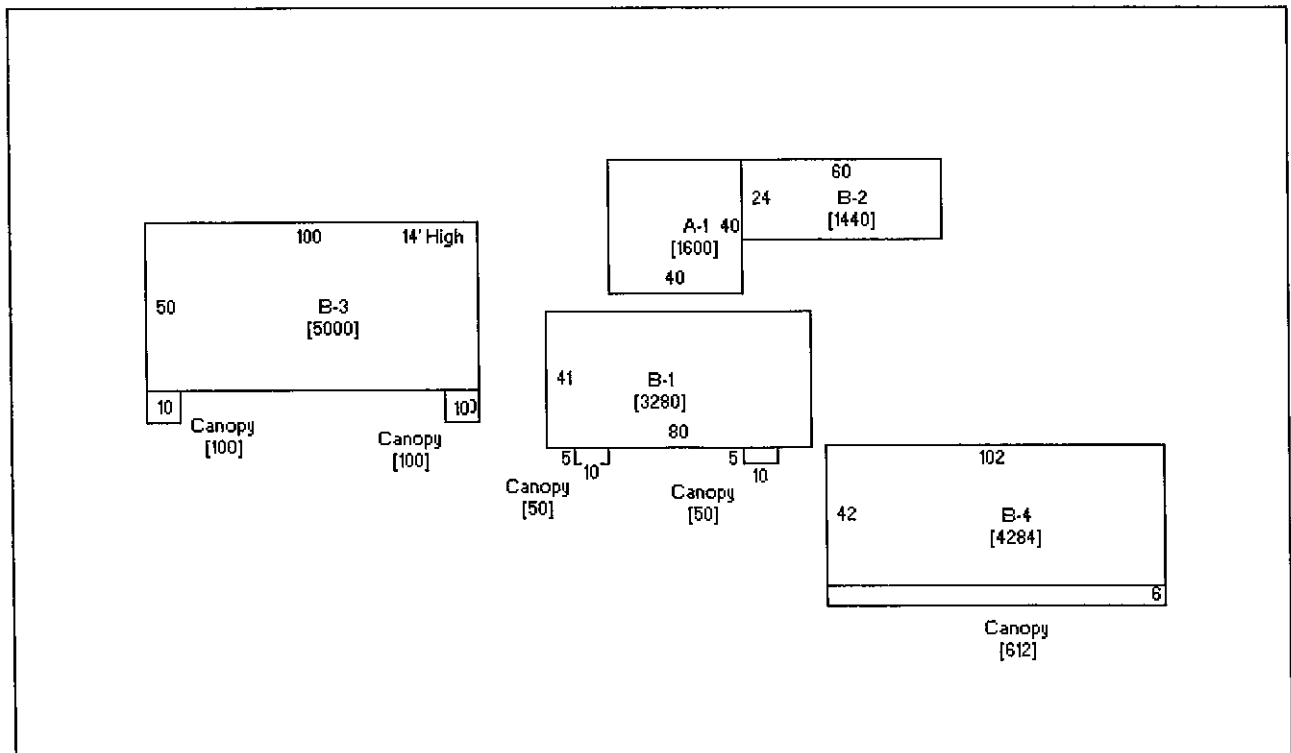
Commercial Building 4 of 4 -- Metal Retail Store - Wood Frame (612)  
 STRUCTURE....1 story 4284 base SF 0 bsmt SF 4284 gross SF  
                   Year Built: 2004 Eff Year: 2004 Condition: Above Normal

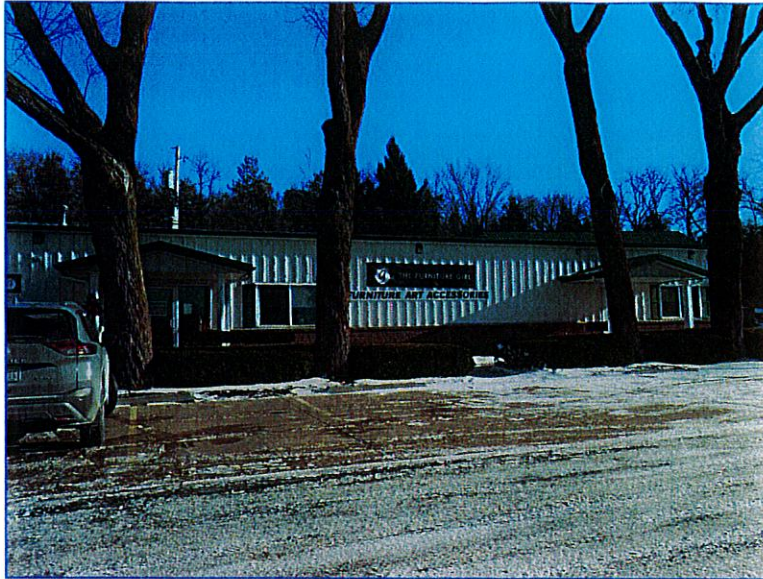
VERTICALS....Ext Wall: Metal/ Frm/ Insul (<50' Wide)  
                   Int Wall: Drywall or Equiv.  
                   Front/Doors: Average Cost Front  
                   Windows: Aluminum Casement

HORIZONTALS..Roof: Mtl/ Frm/ Insul.  
                   Ceiling: Suspended Blk-Fiber  
                   Struc Floor: Concrete  
                   Floor Cover: Carpet  
                           Ceramic  
                   Partitions: Office  
                   Framing: Wood - Average  
                   HVAC: Combination FHA - AC

PLUMBING.....Toilet Room (2)  
                   Sink-Service (Fiberglass) (2)  
                   Stainless Stl Sinks-(Lounge Type) 3 Tub (1)  
                   Sink-Kitchen (1)

ADJUSTMENTS..Canopy - attached (612)  
 YARD EXTRAS..Paving - Concrete 20,000 SF, Concrete Parking Lots





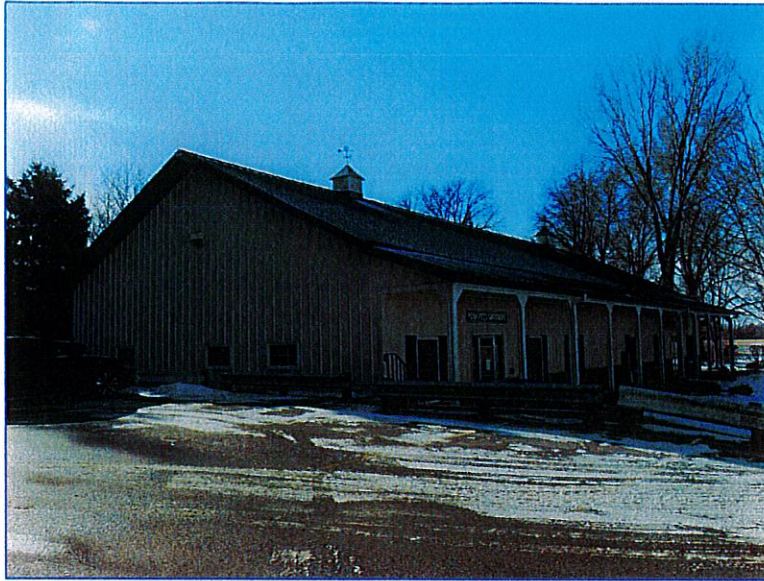
19287 CONIFER LN, M5 PROPERTIES LLC, 1 12/27/2022



19287 CONIFER LN, M5 PROPERTIES LLC, 2 12/27/2022

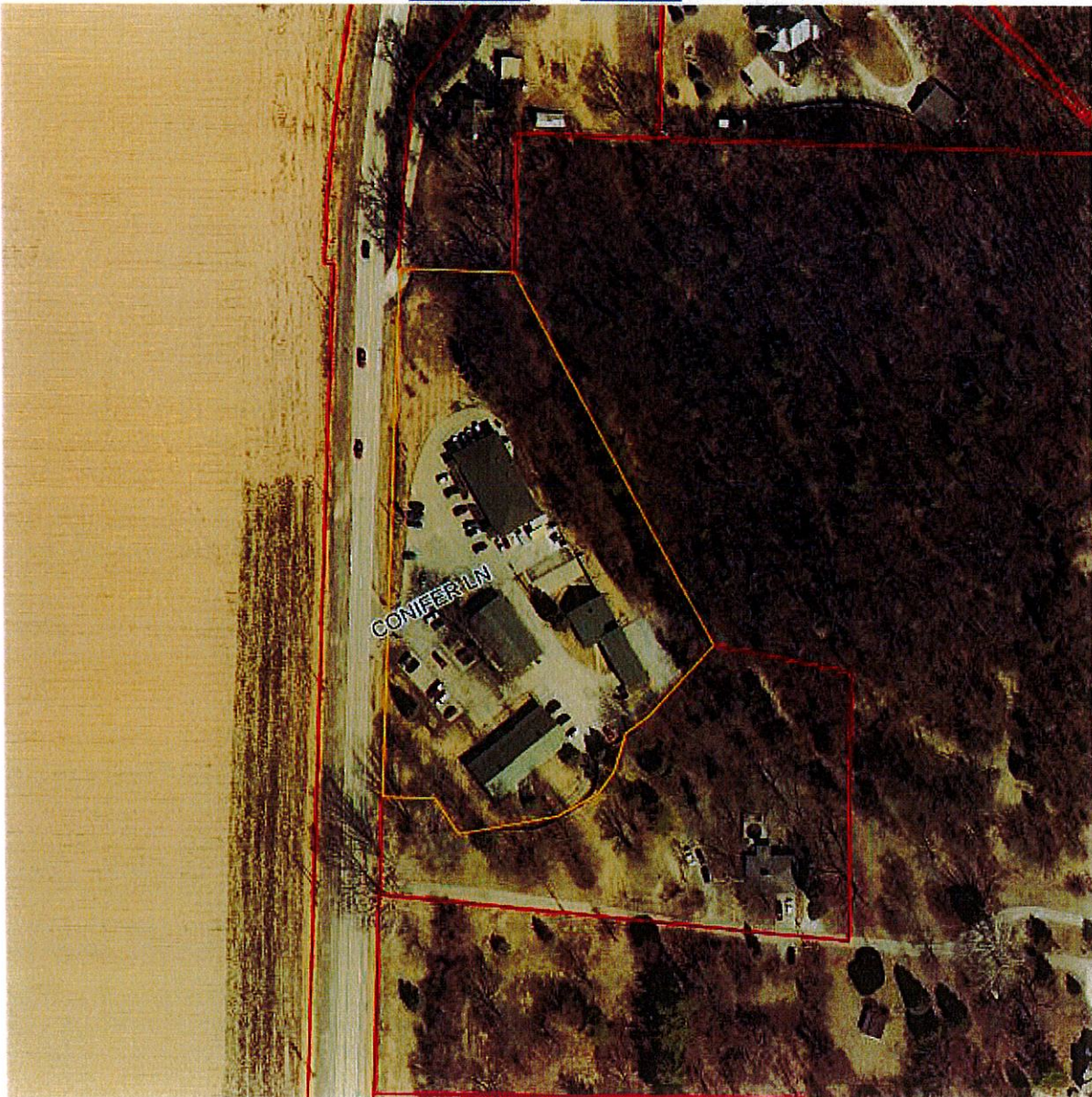


19287 CONIFER LN, M5 PROPERTIES LLC, 3 12/27/2022



19287 CONIFER LN, M5 PROPERTIES LLC, 4 12/27/2022

[Zoom Out](#)   [Zoom In](#)



1200ft x 1200ft

**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Paula Good

Request for County Department Comments

**DATE:** February 5, 2024

**ESTABLISHMENT:** *Renewal – Bent Tree Golf Club*

**OWNER:** see attached

**LEGAL DESCRIPTION:** See attached property record.

The Planning Dept. has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanations may be given in the form of comments below and/or attachments.

<b>DEPARTMENT</b>	<b>COMMENTS</b>	<b>YES</b>	<b>NO</b>
<b>TREASURER</b>	Free from certified taxes and special assessments	✓	
<b>PLANNING</b>	Properly zoned		
	Nuisance violations		
	Septic system violations		
<b>SHERIFF</b>	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

**COMMENTS**

Signature

*Lea A Voss*



**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Paula Good

Request for County Department Comments

**DATE:** February 5, 2024

**ESTABLISHMENT:** *Renewal – Bent Tree Golf Club*

**OWNER:** see attached

**LEGAL DESCRIPTION:** See attached property record.

The Planning Dept. has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanations may be given in the form of comments below and/or attachments.

<b>DEPARTMENT</b>	<b>COMMENTS</b>	<b>YES</b>	<b>NO</b>
<b>TREASURER</b>	Free from certified taxes and special assessments		
<b>PLANNING</b>	Properly zoned	f	
	Nuisance violations		f
	Septic system violations		f
<b>SHERIFF</b>	Complaints received		
	Citations issued at this establishment		
	Owner convicted of a felony within the last 5 years		

**COMMENTS**

**Signature**



**TO:** Lea Voss, County Treasurer  
Andrew Brown, County Sheriff  
Matt Wyant, County Planning Director

**FROM:** Paula Good

Request for County Department Comments

**DATE:** February 5, 2024

**ESTABLISHMENT:** *Renewal – Bent Tree Golf Club*

**OWNER:** see attached

**LEGAL DESCRIPTION:** See attached property record.

The Planning Dept. has received the attached request for the above class permits/sales/services. Please supply the following information for the Board of Supervisors within five (5) working days. Additional explanations may be given in the form of comments below and/or attachments.

DEPARTMENT	COMMENTS	YES	NO
TREASURER	Free from certified taxes and special assessments		
PLANNING	Properly zoned		
	Nuisance violations		
	Septic system violations		
SHERIFF	Complaints received	✓(1)	
	Citations issued at this establishment		✓
	Owner convicted of a felony within the last 5 years		✓

**COMMENTS**

**Signature**

*AI 2/5/24*

03/01/23 - unsupervised controlled burn by the course superintendent - fire dept arrived & extinguished the burn

• Running name search on owners through Zwercher - no felonies located... when searching John Allen - multiple responses come up. w/o Zwercher info it is unknown which is the owner.

## **License Application (LC0048133)**

- **Applicant**

**Name of Legal Entity :** BT LINKS LLC

**Name of Business(DBA) :** Bent Tree Golf Club

**Address of Premises :** 23579 U.S. 6

**Premises Suite/Apt Number :**

**City :** Council Bluffs

**County :** Pottawattamie

**Zip :** 51503

**Business :** (402) 350-2640

**Mailing Address:** 23579 U.S. 6

**City :** COUNCIL BLUFFS

**State :** Iowa

**Zip :** 51503-7803

- **Contact Person**

**Name :** Pat Hensley

**Phone :** (402) 350-2640

**Email :** phensley007@gmail.com

- **License Information**

**License Number :** LC0048133

**License/Permit Type :** Class C Retail Alcohol License

**Term :** 12 Month

**Status :** Active

**Effective Date :** 2023-04-14

**Expiration Date :** 2024-04-13

**Sub-Permits :** Class C Retail Alcohol License

**Privileges :** Outdoor Service

**Last Day of Business :**

- **Status of Business**

**Business Type :** Limited Liability Company

- **Ownership**

Patrick Hensley

**City :** Council Bluffs

**State :** Iowa

**Zip : 51503**

**Position : Owner**

**% of ownership : 20%**

**U.S. Citizen : Yes**

Bruce Rasmussen

**City : Council Bluffs**

**State : Iowa**

**Zip : 51503**

**Position : owner**

**% of ownership : 20%**

**U.S. Citizen : Yes**

John Allen

**City : Council Bluffs**

**State : Iowa**

**Zip : 51503**

**Position : Owner**

**% of ownership : 20%**

**U.S. Citizen : Yes**

Tim Stupka

**City : Council Bluffs**

**State :** Iowa

**Zip :** 51503

**Position :** owner

**% of ownership :** 20%

**U.S. Citizen :** Yes

John Jerkovich

**City :** Council Bluffs

**State :** Iowa

**Zip :** 51503

**Position :** owner

**% of ownership :** 10%

**U.S. Citizen :** Yes

Eneh Okoruwa

**City :** Council Bluffs

**State :** Iowa

**Zip :** 51503

**Position :** Owner

**% of ownership :** 10%

**U.S. Citizen :** Yes

- **Insurance Company Information**

**Insurance Company : IMT Insurance Co**

**Policy Effective Date : 2023-03-31**

**Policy Expiration : 2024-03-31**

**Bond Effective :**

**Dram Cancel Date :**

**Outdoor Service Effective :**

**Outdoor Service Expiration :**

**Temp Transfer Effective Date :**

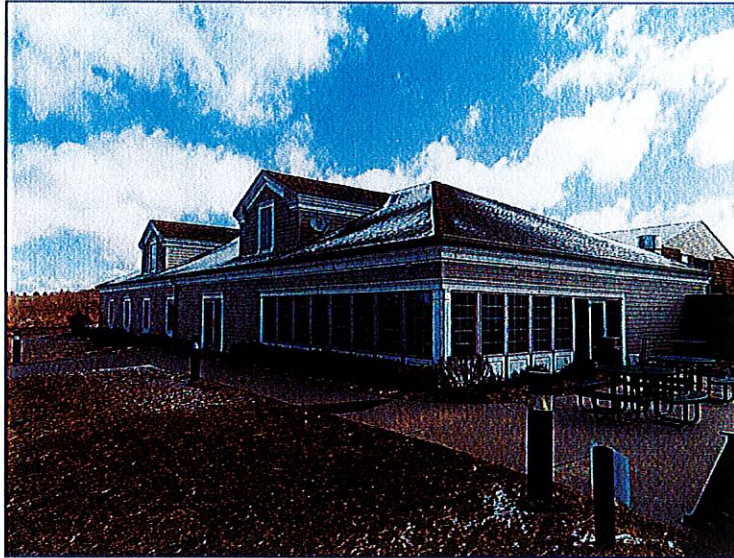
**Temp Transfer Expiration Date :**

- 

-



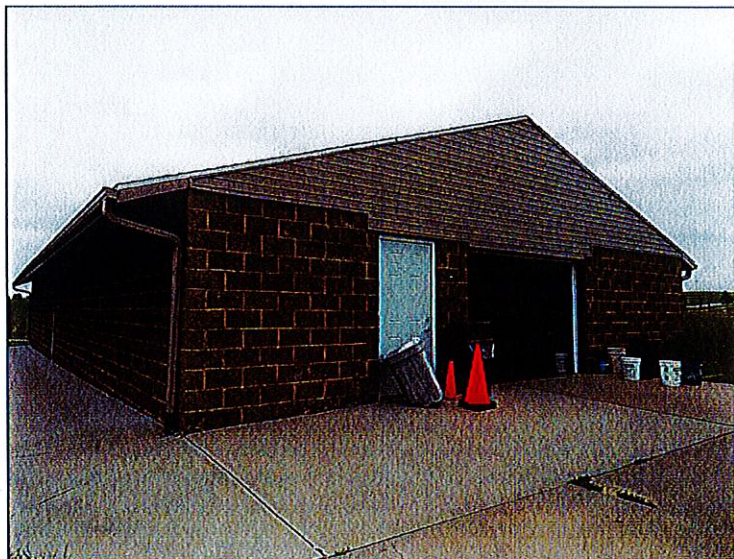




23579 HWY 6, B T LINKS LLC, 1 04/08/2022



23579 HWY 6, B T LINKS LLC, 2 06/28/2020



23579 HWY 6, B T LINKS LLC, 3 06/28/2020



23579 HWY 6, B T LINKS LLC, 4 04/08/2022

[Zoom Out](#)   [Zoom In](#)



4800ft x 4800ft

# **Scheduled Sessions**

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

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



**FEMA**

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  
Disaster: FEMA-DR-4421-IA  
Subrecipient: Pottawattamie County

Director Benson:

The Federal Emergency Management Agency (FEMA) Region 7 does not object to your Open Space Use request letter dated December 19, 2023. This will allow Pottawattamie County to lease the following acquired and deed restricted property under FEMA-4421-DR to local farmer, to serve as productive farm ground and/or pasture area.

- 26888 145th Street, Crescent Township (9-76-44)

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. Any development or improvements on the property shall be in accordance with proper floodplain management policies and practices.

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/subrecipient will continue to certify every three (3) years that these properties are maintained consistent with the provisions of 44 CFR §80.

If you should have any questions concerning this action, please contact Brian Woltz, Acting Director, Mitigation Division at (816) 808-3664.

Sincerely,

Andrea Spillars  
Regional Administrator, Region 7  
Federal Emergency Management Agency

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

**Discussion and/or decision to authorize the Board to sign  
Resolution NO. 16-2024, to authorize Chairperson to  
enter into a Farm Lease with Thomas W Mackland for  
Part of the NE1/4 NW1/4 9-76-44.**

**RESOLUTION NO. 16-2024**

**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 1.01 **acres** and legally described as follows:

A tract of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 76 North, Range 44 West of the Fifth Principal Meridian, Pottawattamie County, Iowa, being more particularly described as follows: Commencing at the Southeast Corner of the Northwest 1/4 of Section 9-76-44 thence North 00°00'00" East along the East line of said Northwest 1/4 a distance of 1737.81 feet to the Point of Beginning; thence continuing North 00°00'00" East a distance of 209.0 feet; thence North 90°00'00" West a distance of 242.0 feet; thence South 00°00'00" West a distance of 209.0 feet; thence South 90°00'00" East a distance of 242.0 feet to Point of Beginning.

**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 February 15, 2024 and the Board of Supervisors conducted a Public Hearing on the said proposal on February 20, 2024 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 **Thomas W Mackland**, upon approval of said lease by FEMA.

**Dated this 20<sup>th</sup> day of February 2024.**

**ROLL CALL VOTE**

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

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

**RECORDER' S COVER SHEET**

Return Document to:

Pottawattamie County Office of Planning and Development  
227 South 6<sup>th</sup> Street  
Council Bluffs, IA 51501-4245  
(712) 328-5792

Document Title:

Pottawattamie County  
Farm Lease between County and Thomas W Mackland  
26888 145<sup>th</sup> Street, Crescent Township (9-76-44)





## 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 Thomas W Mackland ("Tenant"), whose address for the purpose of this Lease is 26888 145<sup>th</sup> 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 lying in the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 76 North, Range 44 West of the Fifth Principal Meridian, Pottawattamie County, Iowa, being more particularly described as follows: Commencing at the Southeast Corner of the Northwest 1/4 of Section 9-76-44 thence North 00°00'00" East along the East line of said Northwest 1/4 a distance of 1 737.81 feet to the Point of Beginning; thence continuing North 00°00'00" East a distance of 209.0 feet; thence North 90°00'00" West a distance of 242.0 feet; thence South 00°00'00" West a distance of 209.0 feet; thence South 90°00'00" East a distance of 242.0 feet to Point of Beginning.

and containing 1.01 (total acres), more or less, with possession by Tenant for a term of 15 years to commence on May 15, 2024, and end on May 15, 2039. 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:**

\_\_\_\_\_  
Thomas W Mackland

DATED: \_\_\_\_\_

STATE OF IOWA                    )  
  ) §  
COUNTY OF POTTAWATTAMIE    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Thomas W Mackland

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

**POTTAWATTAMIE COUNTY:**

\_\_\_\_\_  
Susan Miller, Chairman  
Board of Supervisors.

DATED: \_\_\_\_\_

STATE OF IOWA                    )  
  ) §  
COUNTY OF POTTAWATTAMIE    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Susan Miller as Chairman of Board of Supervisors for Pottawattamie County, Iowa.

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





8 6 0 2 4 6 6

Lx:5010770

2021-20897

RECORDER MARILYN HEBING

POTTAWATTAMIE COUNTY, IA

FILE TIME: 12/16/2021 01:06:05 PM

RECORDING FEE 25.00

RMA FEE 1.00

ECM FEE 1.00

R FEES \$25.00 RMA \$1.00

A FEES \_\_\_\_\_ ECOM \$1.00

T TAX\$ \_\_\_\_\_

Prepared by and Return to: Deborah L. Petersen, Petersen Law PLLC, 215 S. Main Street, Suite 301, Council Bluffs, IA 51503, Phone: 712-328-8808
Taxpayer: Pottawattamie County, Iowa, 226 S. 6th Street, Council Bluffs, IA 51501

HAZARD MITIGATION GRANT PROGRAM
DEED RESTRICTION AGREEMENT

In reference to the property or properties ("Property") conveyed by the Deed between JOHN E. FELTON and DEBORAH PAUL FELTON, husband and wife, participating in the federally-assisted acquisition project ("the Grantor") and POTTAWATTAMIE COUNTY, IOWA, ("the Grantee"), its successors and assigns, described as follows:

A tract of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 76 North, Range 44 West of the Fifth Principal Meridian, Pottawattamie County, Iowa, being more particularly described as follows: Commencing at the Southeast Corner of the Northwest 1/4 of Section 9-76-44 thence North 00°00'00" East along the East line of said Northwest 1/4 a distance of 1737.81 feet to the Point of Beginning; thence continuing North 00°00'00" East a distance of 209.0 feet; thence North 90°00'00" West a distance of 242.0 feet; thence South 00°00'00" West a distance of 209.0 feet; thence South 90°00'00" East a distance of 242.0 feet to Point of Beginning.

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. §5121 et seq., identifies the use of disaster relief funds under §5170c, Hazard Mitigation Grant Program ("HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal mitigation assistance to acquire interest in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the State of Iowa has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA"), and has entered into a mitigation grant program Grant Agreement, dated December 9, 2015, and herein incorporated by reference; making it a mitigation grant program subgrantee.

**WHEREAS**, the Property is located in Pottawattamie County, Iowa, which participates in the National Flood Insurance Program (“NFIP”) and is in good standing with the NFIP as of the date of the Deed;

**WHEREAS**, Pottawattamie County, Iowa, acting by and through its Board of Supervisors, by a measure taken on April 6, 2021, (“State-Local Agreement”) and herein incorporated by reference, making it a mitigation grant program subgrantee;

**WHEREAS**, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

**NOW**, therefore, the grant is made subject to the following terms and conditions:

**1. Terms.** Pursuant to the terms of HMGP program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant agreement, and the State-local agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

**a. Compatible uses.** The property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

**b. Structures.** No new structures or improvements shall be erected on the property other than:

- (1) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- (2) A public restroom; or
- (3) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a, above, and approved by the FEMA Administrator in writing before the construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

**c. Disaster Assistance and Flood Insurance.** No federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

**d. Transfer.** The Grantee, including successors in interest, shall convey any interest in the Property only if FEMA Regional Administrator, through the State, give prior written approval of the transfer in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

**2. Inspection.** FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

**3. Monitoring and Reporting.** Every three years commencing on December 19, 2023, the Grantee (mitigation grant program subgrantee), in coordination with any current successors in interest, shall submit through the State to FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

**4. Enforcement.** The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee and subsequent holders of the property interest at the time of the enforcement, shall include the following:

**a.** The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

**i.** If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including, but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

**ii.** FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to one or more of the following:

**a)** Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

**b)** Requiring the transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

**c)** Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

**5. Amendment.** This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

**6. Severability.** Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

---

Dated: December 15, 2021.

John E. Felton  
JOHN E. FELTON, Seller

Deborah Paul Felton  
DEBORAH PAUL FELTON, Seller

Dated: December 14, 2021.

POTTAWATTAMIE COUNTY, IOWA, Grantee

Pam Kalstrup  
PAM KALSTRUP, Authorized Agent

STATE OF IOWA, COUNTY OF Pottawattamie, ss:

Signed and sworn to (or affirmed) before me on the 15<sup>th</sup> day of December, 2021, by JOHN E. FELTON and DEBORAH PAUL FELTON, husband and wife.



Deborah L. Petersen  
NOTARY PUBLIC

STATE OF IOWA, COUNTY OF POTTAWATTAMIE, ss:

Signed and sworn to (or affirmed) before me on the 14 day of December, 2021, by PAM KALSTRUP, as AUTHORIZED AGENT for POTTAWATTAMIE COUNTY, IOWA.

Deborah L. Petersen  
NOTARY PUBLIC

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

**Second Consideration of Ordinance No. 2024-01, an ordinance to amend the Official Zoning Map of Pottawattamie County, Iowa by changing the district designation of approximately 35.94 acres from a Class A-3 (Riverfront and Ag Production) to Class I-1 (Limited Industrial) District; and to adopt Ordinance No. 2024-01 into law.**

## **RECORDER'S COVER SHEET**

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Ordinance #2024-01

**POTTAWATTAMIE COUNTY, IOWA  
ORDINANCE NO. 2024-01**

**AN ORDINANCE** to amend the Official Zoning Map of Pottawattamie County, Iowa, by changing the district designation of approximately 35.94 acres from a Class A-3 (Riverfront & Ag Production) District to a Class I-1 (Limited Industrial) District.

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

**SECTION 1 - AMENDMENTS:** That the Official Zoning Map, as adopted by reference in Section 8.003.020 of the Pottawattamie County, Iowa, Zoning Ordinance, be and the same is hereby amended by changing the district designation from its present designation of a Class A-3 (Riverfront & Ag Production) District to a Class I-1 (Limited Industrial) District of certain real estate, as shown on the attached plat and which is legally described as follows:

**LEWIS TWP 17-74-43 NE SW EXC RR**

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

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

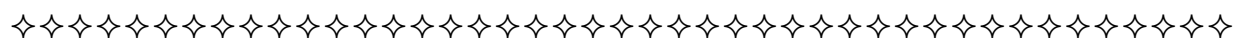
**SECTION 4 - EFFECTIVE DATE:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED.

**ROLL CALL VOTE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
_____ Susan Miller, Chairman	<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"/>
_____ Scott Belt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Brian Shea	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Jeff Jorgensen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest: \_\_\_\_\_  
Melvyn Houser, County Auditor  
Pottawattamie County, Iowa



NOTICE OF PUBLIC HEARING PUBLISHED:	February 8, 2024
BOARD OF SUPERVISORS PUBLIC HEARING:	February 13, 2024
FIRST CONSIDERATION:	February 13, 2024
SECOND CONSIDERATION:	February 20, 2024
PUBLICATION:	February 29, 2024
RECORD:	March 1, 2024





129 180 INDUSTRIAL  
PARK



Legend

227 S 6th St.  
Suite #169  
Council Bluffs, IA 51501  
(712) 328-4885  
[gis@pottcounty-ia.gov](mailto:gis@pottcounty-ia.gov)  
<https://gis.pottcounty-ia.gov>

1/23/2024



**Pottawattamie  
County**

**Geographic  
Information Systems**

SCALE: 8517



Users of Pottawattamie County (The County) GIS data agree that he/she will at all times indemnify and hold The County and its officers, employees, and agents harmless from any damages, claims, lawsuits, costs, or liability arising from any act, omission, or commission with respect to the release and use of information in this Agreement and any of the terms thereof. The County makes no claim as to the accuracy of the spatial data and its associated data tables and assumes no responsibility for their positional or content accuracy. The County makes no claim as to the ability of the spatial data to fulfill the Contracting Organization's application requirements. In providing data (or access to data), The County assumes no obligation to assist in the use of the data, or in the development, use, or maintenance of any applications applied to the data. In no event shall The County be liable for any direct, indirect, incidental, consequential or special damages that may result from the use of the GIS data.

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

**Second Consideration of Ordinance No. 2024-02, an ordinance to amend Pottawattamie County, Iowa Zoning Ordinance, Chapter 8.004.095 Accessory Dwelling Unit; and to adopt Ordinance No. 2024-02 into law.**

## **RECORDER'S COVER SHEET**

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Ordinance #2024-02

**POTTAWATTAMIE COUNTY, IOWA  
ORDINANCE NO. 2024-02**

AN ORDINANCE to amend Chapter 8, of Pottawattamie County, Iowa Zoning Ordinance:

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

**SECTION 1 - REPEAL OF CONFLICTING ORDINANCES:** That section 8.004.095.03 is hereby repealed in its entirety. Furthermore all other Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

**SECTION 2 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 8.004.095:

.03 The minimum total square footage of the ADU shall be not less than two hundred sixty (260) square feet. The total square footage of the ADU shall be limited as follows:

- A. Double the minimum lot size required by code, up to eight (8) acres, shall not exceed the lesser of eight hundred (800) square feet or fifty (50) percent of the primary structure, excluding garage and carports.
- B. Eight (8) to twelve (12) acres shall not exceed the lesser of one thousand (1,000) square feet or fifty (50) percent of the primary structure, excluding garage and carports.
- C. Twelve (12) acres plus shall not exceed the lesser of twelve hundred (1,200) square feet or fifty (50) percent of the primary structure, excluding garage and carport.

**SECTION 3 - SEVERABILITY:** That should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not effect that validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

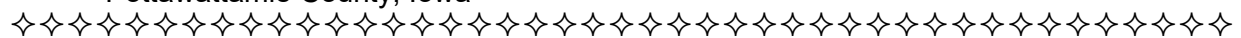
**SECTION 4 - REPEAL OF CONFLICTING ORDINANCES:** That all ordinance or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 5 - EFFECTIVE DATE:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED.

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

Attest: \_\_\_\_\_  
Melvyn Houser, County Auditor  
Pottawattamie County, Iowa



NOTICE OF PUBLIC HEARING PUBLISHED:	February 8, 2024
BOARD OF SUPERVISORS PUBLIC HEARING:	February 13, 2024
FIRST CONSIDERATION:	February 13, 2024
SECOND CONSIDERATION:	February 20, 2024
PUBLICATION:	February 29, 2024
RECORD:	March 1, 2024

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

**Second Consideration of Ordinance No. 2023-05, an ordinance to amend Chapter 8 “Zoning Ordinance” by adding Wind Energy and Soar Energy Systems (Case #ZTA-2023-03) and setting date for third consideration.**

## **RECORDER'S COVER SHEET**

Prepared by:

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

Return Document to:

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

Document Title:

Pottawattamie County  
Ordinance #2023-05

**POTTAWATTAMIE COUNTY, IOWA**  
**ORDINANCE NO. 2023-05**

**AN ORDINANCE** to amend the following Chapter 8, Pottawattamie County, Iowa Zoning Ordinance:

- General typographical and grammar error corrections.
- Repeal a definition for BOARD: The Board of Adjustment of Pottawattamie County, Iowa and replace with a definition for Adjustment Board: The Board of Adjustment of Pottawattamie County, Iowa.
- Amend by replacing all references to Board with Adjustment Board.
- Amend by replacing all references to Board of Supervisors with County Board.
- Add a definition for CONCENTRATED SOLAR ENERGY SYSTEMS: A solar energy system that generates power by using mirrors or lenses to concentrate a large area of sunlight, or solar thermal energy, unto a small area.
- Add a definition for NON-PARTICIPATING LANDOWNER: Any landowner not under agreement with the owner or operator of a solar energy system or wind energy system.
- Add a definition for PARTICIPATING LANDOWNER: Any landowner under lease, easement or other property agreement(s) with the owner or operator of a solar energy system or wind energy system.
- Add a definition for SOLAR ENERGY SYSTEM, COMMERCIAL (CSES): A solar energy system that generates electricity from solar energy primarily for sale to an electric utility or other third-party commercial or industrial user. CSES shall include but are not limited to solar panels, support structures, inverters/transformers, operations and maintenance buildings, electrical collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity.
- Add a definition for SOLAR ENERGY SYSTEM, NON-COMMERCIAL (SES): A solar energy system that generates electricity from solar energy primarily for use on the same site or the same land use with which the system is associated.
- Repeal a definition for WIND TURBINE GENERATOR, COMMERCIAL AND NON-COMMERCIAL and replace with a definition for WIND TURBINE GENERATOR, COMMERCIAL AND NON-COMMERCIAL (WTG): A system of components including, but not limited to, a foundation, tower, nacelle, generator and blades that together comprise a machine that generates electricity using wind energy.
- Repeal a definition for WIND FARM, COMMERCIAL and replace with a definition for WIND ENERGY SYSTEM, COMMERCIAL (CWES): A wind energy system that generates electricity from wind energy primarily for sale to an electric utility or other third-party commercial or industrial user. CWES shall include but are not limited to WTGs, support structures, inverters/transformers, operations and maintenance buildings, meteorological towers, electrical collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity.
- Repeal a definition for WIND FARM, NON-COMMERCIAL and replace with a definition for WIND ENERGY SYSTEM, NON-COMMERCIAL (WES): A wind

energy system that generates electricity from wind energy primarily for use on the same site or the same land use with which the system is associated.

- Add a definition for WIND TURBINE GENERATOR (WTG): A system of components including, but not limited to, a foundation, tower, nacelle, generator and blades that together comprise a machine that generates electricity using wind energy.
- Repeal Subsection 8.004.210 Reserved and replace with Solar Energy Systems
- Repeal Subsection 8.004.230 Wind Turbine Generator and replace with Wind Energy Systems, Commercial
- Repeal Subsection 8.004.240 Non-Commercial Wind Turbine and replace with Wind Energy Systems, Non-Commercial
- Add Section 8.004.085.18 SOLAR ENERGY SYSTEMS, NON-COMMERCIAL (SES), subject to the provisions of Section 8.040.210.
- Add Section 8.004.085.18 WIND ENERGY SYSTEMS, NON-COMMERCIAL (WES), subject to the provisions of Section 8.040.240, except in the A-4, R-1, R-2 and R-3 Districts.
- Delete Section 8.010.020.08 Wind Farms, both commercial and non-commercial subject to the requirements of 8.004.230 and 8.004.240.
- Add Section 8.010.030.21 Wind Energy Systems, Commercial, subject to the requirements of 8.004.230.
- Add Section 8.010.030.22 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.
- Delete Section 8.012.020.06 Wind Farms, both commercial and non-commercial subject to the requirements of 8.004.230 and 8.004.240.
- Add Section 8.012.030.11 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.
- Repeal Section 8.014.030.17 Wind Farms, Non-Commercial and replace with Section 8.014.030.17 Wind Energy Systems, Non-Commercial (WES), subject to the requirements of 8.004.240.
- Repeal Section 8.015.030.12 Wind Farms, Non-Commercial and replace with Section 8.015.030.12 Wind Energy Systems, Non-Commercial (WES), subject to the requirements of 8.004.240.
- Add Section 8.015.030.13 Solar Energy Systems, Commercial subject to the requirements of 8.040.210.
- Repeal Section 8.020.030.11 Wind Farms, Non-Commercial and replace with Section 8.020.030.11 Wind Energy Systems, Non-Commercial (WES), subject to the requirements of 8.004.240.
- Add Section 8.035.030.07 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.035.030.08 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.040.030.06 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.040.030.07 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.045.030.04 Solar Energy Systems, Commercial subject to the requirements of 8.040.210.



- Add Section 8.045.040.07 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.045.040.08 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.050.030.09 Solar Energy Systems, Commercial subject to the requirements of 8.040.210.
- Add Section 8.050.040.06 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.050.040.07 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.051.030.06 Solar Energy Systems, Commercial subject to the requirements of 8.040.210.
- Add Section 8.051.040.04 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.051.040.05 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.055.030.08 Solar Energy Systems, Commercial subject to the requirements of 8.040.210.
- Add Section 8.055.040.04 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.055.040.05 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.
- Add Section 8.060.030.19 S D. Solar Energy Systems, Commercial subject to the requirements of 8.040.210.
- Add Section 8.060.040.04 Solar Energy Systems, Non-Commercial subject to the requirements of 8.040.210.
- Add Section 8.050.040.05 Wind Energy Systems, Non-Commercial subject to the requirements of 8.040.240.

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

**SECTION 1 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new definitions, to be codified as Section 8.002.040 C.075, definition of Concentrated Solar Energy Systems:

8.002.040 C

.075 CONCENTRATED SOLAR ENERGY SYSTEMS: A solar energy system that generates power by using mirrors or lenses to concentrate a large area of sunlight, or solar thermal energy, unto a small area.

**SECTION 2 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new definitions, to be codified as Section 8.002.150 N.040, definition of Non-Participating Landowner:

8.002.150 N

.040 NON-PARTICIPATING LANDOWNER: Any landowner not under agreement with the owner or operator of a solar energy system or wind energy system.

**SECTION 3 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new definitions, to be codified as Section 8.002.170 P.011, definition of Participating Landowner:

8.002.170 P

.011 PARTICIPATING LANDOWNER: Any landowner under lease, easement or other property agreement(s) with the owner or operator of a solar energy system or wind energy system.

**SECTION 4 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new definitions, to be codified as Section 8.002.200 S.061, definition of Solar Energy System, Commercial:

8.002.200 S

.061 SOLAR ENERGY SYSTEM, COMMERCIAL (CSES): A solar energy system that generates electricity from solar energy primarily for sale to an electric utility or other third-party commercial or industrial user. CSES shall include but are not limited to solar panels, support structures, inverters/transformers, operations and maintenance buildings, electrical collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity.

**SECTION 5 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new definitions, to be codified as Section 8.002.200 S.062, definition of Solar Energy System, Non-Commercial:

8.002.200 S

.062 SOLAR ENERGY SYSTEM, NON-COMMERCIAL (SES): A solar energy system that generates electricity from solar energy primarily for use on the same site or the same land use with which the system is associated.

**SECTION 6 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing a definition for Wind Turbine Generator, Commercial and Non-Commercial and replacing it thereto with the following new definitions, to be codified as Section 8.002.240 W.030, definition of Wind Energy System, Commercial:

8.002.240 W

.030 WIND TURBINE GENERATOR, COMMERCIAL AND NON-COMMERCIAL(WTG): A system of components including, but not limited to, a foundation, tower, nacelle, generator and blades that together comprise a machine that generates electricity using wind

energy and connects to the electrical transmission or local distribution grid.

- .01 Blade. An element of a WTG which acts as a part of an airfoil assembly, thereby extracting through rotation, kinetic energy directly from the wind.
- .02 Tower. The support structure, above grade, that supports the nacelle and rotor assembly.
- .03 Foundation. The Tower support structure, above and/or below grade that supports the entire weight of the Wind Turbine Generator.
- .04 Total Height. The height from grade to the highest vertical point of the swept arc. In the case of a WTG with a vertical axis rotor, the height of the blades from grade to the highest vertical point of the WTG.
- .05 Substation. An electrical construction designed to collect and modify electrical energy produced by the WTG.

**SECTION 7 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing a definition for Wind Farm, Commercial and replacing it thereto with the following new definitions, to be codified as Section 8.002.240 W.010, definition of Wind Energy System, Commercial:

8.002.240 W

.010 WIND ENERGY SYSTEM, COMMERCIAL (CWES): A wind energy system that generates electricity from wind energy primarily for sale to an electric utility or other third-party commercial or industrial user. CWES shall include but are not limited to wind turbine generators, support structures, inverters/transformers, operations and maintenance buildings, meteorological towers, electrical collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity.

**SECTION 8 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing a definition for Wind Farm, Non Commercial and replacing it thereto with the following new definitions, to be codified as Section 8.002.240 W.020, definition of Wind Energy System, Non-Commercial:

8.002.240 W

.020 WIND ENERGY SYSTEM, NON-COMMERCIAL (WES): A wind energy system that generates electricity from wind energy primarily for use on the same site or the same land use with which the system is associated.

**SECTION 9a – REPEAL OF CONFLICTING ORDINANCES:** That Section 8.004.210 is hereby repealed in its entirety. Furthermore, all other ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

**SECTION 9b - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 8.004.210, as follows:

8.004.210 SOLAR ENERGY SYSTEMS

- .01 PURPOSE: The purpose of this ordinance is to facilitate the construction, installation, and operation of solar energy systems in Pottawattamie County in a manner that promotes economic development, protects property values, and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, conservation lands, and other sensitive lands.
- .02 CONSTRUCTION; CONFLICT: This ordinance does not repeal, abrogate, annul, impair or interfere with any existing ordinance. If this section 8.004.210 conflicts with any other provision of the Pottawattamie County, Iowa, Zoning Ordinance, this section 8.004.210 shall control.
- .03 SOLAR ENERGY SYSTEMS, COMMERCIAL (CSES):
  - A. PURPOSE: This section provides uniform and comprehensive standards for the installation and use of CSES. CSES shall include but are not limited to solar panels, support structures, inverters/transformers, operations and maintenance buildings, electrical collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity. The intent of this section is to protect the public health, safety, and community welfare while allowing development of utility-scale solar energy resources for utility, commercial and industrial purposes.
  - B. CONDITIONAL USE: CSES shall require a conditional use permit within the A-2, A-3, R-1, C-1, C-2, C-3, I-1 and I-2 zoning districts. This use is prohibited in all other zoning districts in the County. Concentrated solar energy systems are prohibited in the County. Where CSES are part of a unified plan or aggregated project, the applicant may submit a single conditional use permit application and may sign the application in lieu of individual property owner(s). The applicant shall provide reasonable documentation evidencing the property owner(s) authorize the applicant to construct and operate a CSES on the property or to seek a conditional use permit for such purpose.
  - C. SPECIAL REQUIREMENTS: CSES are subject to the following requirements:
    - 1. HEIGHT: A solar panel shall be no less than two (2) feet off the ground. A solar panel shall not exceed twenty (20) feet in height above grade at maximum tilt of the solar panel.

2. SETBACKS: CSES shall be setback from lot lines as set forth in underlying zoning district. Solar panels within a CSES shall not be located less than three hundred (300) feet from the closest exterior wall of any non-participating dwelling. There shall be no setback to any participating dwelling. There shall be no side or rear yard setback for any lot line where the CSES is located on abutting participating parcels.
3. SUBMITTAL REQUIREMENTS: The applicant shall submit all materials contained in this section at the time of the application for a conditional use permit.
4. PERMITTING PROCESS: The applicant shall go through the following process for conditional use permit approval:
  - a. Applicant shall meet with the Development Director and submit all required documents.
  - b. Development Director will submit all documents to the Pottawattamie County Department Approval Committee. Said Committee shall consist of the County Board and the Development Director along with the department head or the designated employee from the following departments: Conservation, County Engineer/Secondary Roads, and Sheriff. All identified departments must approve with signature that all requirements pertaining to that department are met prior to submission to the Adjustment Board.
  - c. The conditional use permit application shall be presented to the Adjustment Board for a public hearing and decision on the conditional use permit.
  - d. County Board shall consider a decommissioning plan, decommissioning agreement (including financial security), Public Roads Damage Avoidance and Mitigation Plan and related agreement. The CSES may not proceed to construction until the County Board has approved these plans and the Chairperson and the applicant have executed these agreements.
  - e. The use(s) outlined in the application shall be established in accordance with the draft plans considered by the approving authority within five (5) years of approval. "Commencing Construction" is determined by disturbance of soil at project site that is not part of a primary farming operation. Any portion of the development plan not completed within five (5) years of approval by the approving authority shall not be installed until the development has been reauthorized by the approving authority. Reauthorization shall be subject to the regulations in effect at the time reauthorization is requested.
5. SECURITY; FENCING: Absent contrary direction from the Iowa Utilities Board, the CSES shall be fenced with a minimum eight-foot (8') tall security fence,. "Warning/No Trespassing" signs, as well as contact information for emergency purposes, shall be posted within sight of all points of fence line or no greater than one hundred fifty feet (150') apart. At the discretion of the approving authority, critical electrical and communications equipment may be fenced

with the chain-link fence topped with barbed wire when such measures are deemed necessary to ensure public safety.

6. AGRICULTURAL IMPACT MITIGATION PLAN: The applicant shall submit a plan with the conditional use permit application detailing the mitigation strategy to support agricultural use of the land. The plan will be reviewed by the Development Director and shall include, but is not limited to:
  - a. Results of a soil analysis conducted and assessed by a qualified professional to determine topsoil depths, as well as identify any limitations for construction and mitigation that may require special consideration.
  - b. General list of project components and construction timeline.
  - c. Describe best practices and methods to be used during each stage of construction for protecting and preserving topsoil. Practices and methods should address, at minimum, avoidance of removal of topsoil. However, if removal of topsoil is necessary, applicant should plan for segregation, stockpiling, replacement during backfill and respreading, grading minimization, compaction prevention and decompaction of otherwise undisturbed topsoil impact by heavy equipment or storage of materials and wet weather conditions.
  - d. Describe environmental monitoring that will be used during construction to ensure adherence to the best practices contained in the plan. The monitoring should be done by an environmental professional at the expense of the developer. The monitoring results should be submitted to the County through the Planning Department every thirty (30) days during construction.
  - e. Describe the general procedures to be used for identification, avoidance and repair of any underground drainage tile lines located within the project site before, during and after construction.
7. SOIL EROSION AND SEDIMENT CONTROL: The applicant shall conduct all roadwork and other site development work in compliance with Chapter 10.15 of the Pottawattamie County, Iowa, Code (Grading and Excavation), and a national pollutant discharge elimination system (NPDES) permit as required by the Iowa Department of Natural Resources and comply with requirements as detailed by local jurisdictional authorities during the plan submittal. If subject to NPDES requirements, the applicant must submit the permit to the Development Director for review and comment along with an erosion and sediment control plan before the commencement of construction. The plan must include both general "best management practices" for temporary erosion and sediment control (both during and after construction) and permanent drainage and erosion control measures to prevent both damage to local roads/adjacent areas and sediment laden run-off into waterways.
8. VEGETATION MITIGATION PLAN:

- a. A Vegetation Mitigation Plan must be provided to the Planning and Development Department with the conditional use permit application. The Vegetation Mitigation Plan will be reviewed by the Development Director.
  - b. Ground under and around the CSES shall be planted with a perennial vegetative ground cover as identified in the Vegetation Mitigation Plan. The ground cover plan shall be developed in accordance with the following standards:
    - i. Avoid removal of topsoil to maximum extent possible during development and decommissioning unless part of a remediation effort.
    - ii. The vegetation shall be planted and maintained, per the Vegetation Mitigation Plan, for the full operational life of the CSES to prevent erosion, manage runoff and build soil. The Vegetation Mitigation Plan must include management methods and schedules for how the vegetation will be managed on an annual basis, with the particular attention given to the establishment period of approximately three (3) years. The Vegetation Mitigation Plan must include provisions for replacement of any required vegetation cover that fails to establish or dies during the life of the project.
    - iii. Plant materials for the ground cover area must not have been treated with systemic insecticides, particularly neonicotinoids.
    - iv. The application and Vegetation Mitigation Plan shall include the proposed seed mix specifications and growth guidelines to follow.
    - v. Seeding zones and their selected seed mixes should be clearly mapped on a site plan.
    - vi. Seed and/or planting mixes and maintenance practices should be consistent with recommendations made by qualified natural resource professionals, such as those from a state department of natural resources, county soil and water conservation services, or natural resource conservation service.
    - vii. Reporting to the County through the Planning Department on ground cover management and maintenance activities shall be on an annual basis for a minimum of five (5) years after which point reduced frequency can be requested and approved at the discretion of the Development Director.
    - viii. At the discretion of the Development Director, other practices, such as small-scale farming, beekeeping operations or grazing, may be allowed in the ground cover area as part of the conditional use permit.
9. **LANDSCAPING BUFFER:** To mitigate potential negative effects and reduce the visual impact of the CSES, a landscaping buffer shall be installed and maintained during the life of the CSES. Determination of screening requirements will be made by the

approving authority as part of the review of the conditional use permit and will be based on adjacent or nearby surrounding land uses and topography. Where the approving authority finds that a landscaping buffer is appropriate, landscaping shall be installed within a planting area around the portions of the site specified by the approving authority in accordance with the standards as of this subsection. All applications for which this subsection applies shall submit a plan for review and approval. The landscaping buffer shall use trees, shrubs, grasses and forbs that are native to Iowa or where appropriate may include naturalized and non-invasive species or a combination thereof to provide a vegetation screen in all required areas.

10. LIGHTING: If lighting is provided for the CSES, lighting shall be shielded and downcast such that the light does not project directly onto the adjacent parcels.
11. SOUND: Sound levels caused by the CSES measured at the closest exterior wall of any non-participating residence shall not exceed fifty (50) decibels (A-weighted).
12. GLARE; AVIATION PROTECTION. The CSES shall be designed and located to minimize glare towards any buildings on adjacent properties. Applicant must complete and provide with the application the results of a Solar Glare Hazard Analysis Tool or most recent version adopted by the Federal Aviation Administration (FAA). Applicant must provide evidence of notice and no response and/or non-objection from FAA and Offutt Air Force Base that the CSES will not affect commercial or military flights.
13. UTILITY CONNECTIONS: Applicant shall make reasonable efforts to place all collection lines within the CSES underground, depending on appropriate soil conditions, shape and topography of the site, distance to the connection, or other conditions or requirements. High-voltage lines between the CSES and substations may be above ground.
14. OUTDOOR STORAGE: Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the CSES shall be allowed.
15. ENDANGERED SPECIES AND WETLANDS: Applicant shall consult with the Iowa Department of Natural Resources.
16. WEED CONTROL: Applicant must present an acceptable weed/grass control plan for property outside of the fenced area for the entire CSES. The CSES operator must maintain the fence and adhere to a weed control plan. The plan must be approved by the Development Director and Conservation Department.
17. WASTE: All solid wastes, whether generated from supplies, equipment parts, packaging, operation, grazed animals, farming operation or maintenance of the CSES, shall be removed from the site and disposed of in an appropriate manner. All hazardous waste shall be removed from the site immediately and disposed of in a manner consistent with all local, state and federal requirements.



18. MAINTENANCE, REPAIR OR REPLACEMENT OF A FACILITY: Maintenance shall include, but not limited to, painting, structural repairs, and integrity of security measures. Any retrofit, replacement or refurbishment of equipment shall adhere to all applicable local, state and federal requirements.
  19. CLEANING CHEMICALS AND SOLVENTS: During operation of the CSES, all chemicals or solvents used to clean photovoltaic panels shall be low in volatile organic compounds and the operator shall use recyclable or biodegradable products to the extent possible. Any on-site storage of chemicals or solvents shall be referenced on the site plan.
  20. STORM WATER MANAGEMENT. Prior to receiving a building permit, for the purposes of pollutant removal, storm water and runoff management, flood reduction and associated impacts, the applicant shall provide a detailed storm water management plan in compliance with Chapter 10.15 of the Pottawattamie County, Iowa, Code (Grading and Excavation).
  21. ADMINISTRATION AND ENFORCEMENT: Development Director and any necessary personnel may enter any property for which a conditional use permit or building permit has been issued under this ordinance to conduct an inspection to determine whether the conditions stated in the permit have been met as specified by statute, ordinance, and code. Failure to provide access shall be deemed a violation of this ordinance.
- D. SAFETY: All CSES shall provide the following at all locked entrances:
1. A visible "High Voltage" warning sign.
  2. Name(s) and phone number(s) for the electric utility provider(s).
  3. Name(s) and phone number(s) for the site operator(s).
  4. The facility's 911 address and GPS coordinates.
  5. The site operator will coordinate with the local fire department and Emergency Management to provide training on an annual basis for the first five (5) years the CSES is complete and in operation. Said training will commence within six (6) months prior to the completion of the CSES. After that, offered on an annual basis for the life of the project. All emergency responding agencies will sign off that said training was completed or offered.
- E. REPOWERING: At the discretion of the Development Director, proposals to replace more than twenty-five percent (25%) of the panels in a CSES within a twelve (12) month period may be required to submit a plan for review and approval with all associated costs assigned to the applicant and/or the property owner(s).
- F. ROADS: The applicant, owners and their contractors shall avoid damaging public roads to the greatest practicable extent and shall be responsible for repair of damage to public roads. A Public Roads Damage Avoidance and Mitigation Plan shall be in accordance with the following standards and approved by the County Board before the applicant commences construction:
1. IDENTIFICATION OF POTENTIAL ROADS USAGE: The applicant shall identify, in consultation with the County Engineer, all state and local public roads to be used within the County to transport

equipment, parts and material for construction, operation or maintenance of the CSES and related components.

2. **DOCUMENTATION OF ROAD CONDITIONS:** Prior to construction, decommissioning or implementation of a repowering plan, the County Engineer or a third-party consultant selected by the County Engineer shall document the current conditions of the roads identified for use with physical and video documentation. The County Engineer or a third-party consultant selected by the County Engineer shall document road conditions again thirty (30) days after the CSES construction, decommissioning or implementation of a repowering plan is complete, or as weather permits. The requirements of this Subsection shall be at the sole cost of the applicant or owner of the CSES.
  3. **ROAD PREPARATION AND DAMAGE:** The applicant or owner of the CSES shall promptly cause the completion of any necessary road preparation, maintenance or repair associated with CSES construction, operation, maintenance, decommissioning or implantation of a repowering plan, as identified by the County Engineer or a third-party consultant selected by the County Engineer. All road preparation, maintenance and repair shall be at the sole cost of the applicant or owner of the CSES and to reasonable satisfaction of the County Engineer based on the applicable standards and codes.
  4. **FINANCIAL SURETY:** Applicant shall demonstrate appropriate financial assurance to ensure road preparation, maintenance and repair. At the direction of the County Board, the applicant or the owner of the CSES may also be required to provide a financial surety instrument or bond at the time of permitting consideration.
- G. **DECOMMISSIONING AND RECLAMATION PLAN:** The applicant shall submit a decommissioning and reclamation plan to the Development Director with the conditional use permit application. The Development Director shall review the plan for completeness and refer it to the Adjustment Board for review in conjunction with the conditional use permit and the County Board for final consideration and approval prior to the applicant commencing construction. The plan shall include:
1. A description of the life of the CSES; the anticipated manner which the project will be decommissioned, including plans to recycle components; the anticipated site restoration actions; the estimated decommissioning costs in current dollars; and the method for ensuring that funds will be available for decommissioning and restoration.
  2. Estimates for the total cost for decommissioning at the current value at site as determined by a licensed engineer. Decommissioning cost estimates shall take salvage and resale value into account.

3. A description of the means to remove the CSES and restore the land to its previous use upon the end of its life, as stated in the conditional use permit or this ordinance.
4. Provisions to remove structures, debris and associated equipment on the surface and to a level of not less than six (6) feet below the surface, and the timeline/sequence in which removal is expected to occur.
5. Provisions to restore the soil, vegetation, and disturbed earth, which shall be graded and reseeded and/or the property may be returned to agricultural use. Avoidance of topsoil is preferred. The plan shall include environmental monitoring at the cost of the developer to be used in returning the project area back to agricultural use. Environmental monitoring shall include best practices to address at minimum invasive species prevention, erosion, sediment control and debris removal.
6. A provision that the terms of the decommissioning plan shall be binding upon the owner or operator of the CSES and any of their successors, assigns or heirs, and that the landowner has granted permission for access and easements of the property for decommissioning.
7. FINANCIAL SURETY: No later than the tenth (10th) year following the date the applicant or CSES owner completes construction, as evidenced by a certificate of completion, the applicant or CSES owner shall provide a financial surety instrument to cover the cost of decommissioning in accordance with the following:
  - a. Decommissioning funds or financial surety shall be in an amount equal to the net cost for decommissioning the site, plus a ten percent (10%) contingency.
  - b. The financial surety shall be maintained in the form of cash, certificate of deposit, performance bond, escrow account, surety bond, letter of credit, corporate guarantee or other form of financial assurance acceptable to the County Board. Any document evidencing the maintenance of the financial surety shall include provisions for releasing the funds to the County in the event decommissioning is not completed in a timely manner.
  - c. Financial surety shall be maintained for the remaining life of the CSES.
  - d. Every five (5) years, the CSES owner or operator shall retain an independent licensed engineer to re-estimate the total cost of decommissioning and attest that the value of the financial surety instrument is appropriate. This report shall be filed with the Planning and Development department and the Auditor. The decommissioning surety shall match the re-estimated cost of decommissioning plus a ten percent (10%) contingency. Within ninety (90) days of filing the re-estimation report with the County through the Planning Department, the CSES owner or operator shall cause the fund balance of the financial surety instrument to be adjusted, if applicable.

- e. **RELEASE OF FINANCIAL SURETY:** Financial surety shall only be released by the County Board by the recommendation from the Development Director, after inspection that all conditions of the decommissioning plan have been met.
  
  - H. **INDEMNIFICATION AND LIABILITY:** The applicant, owner and/or operator of the CSES shall defend, indemnify, and hold harmless the County and its officials from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including attorneys' fees, without limitation, arising out of acts or omissions of the applicant, owner, and/or operator associated with the construction and/or operations of the CSES.
  
  - I. **CESSATION OF OPERATIONS:** Any CSES that has not been in operation and producing electricity for at least one hundred and eighty (180) consecutive days, unless caused by a natural catastrophic event, shall be decommissioned. The Development Director shall notify the owner to decommission and remove the CSES. Within two hundred and seventy (270) days thereafter, the owner shall either submit evidence showing that the CSES has been operating and producing electricity or that it has been fully decommissioned in compliance with this Ordinance. If the owner fails to or refuses to remove the CSES, the violation shall be referred to the County Attorney. In the case of a natural catastrophic event, a detailed restoration plan to return to operational status must be provided to the Development Director.
  
  - J. **VIOLATIONS & PENALTIES:** Violations and penalties of this section are set forth in Chapter 1.75 of the Pottawattamie County, Iowa, Code (Violations and Penalties).
  
  - K. **RELATED RULES AND REGULATIONS:** Each CSES shall comply with all applicable local, state and federal requirements.
  
  - L. **SEVERABILITY:** The provisions of this ordinance are severable, and the invalidity of any section, subdivision, paragraph, or other part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.
  
  - M. **CONDITIONAL USE PERMIT FEE(S) FOR CSES:** The conditional use permit application fee(s) will be approved and adopted by resolution of the County Board and shall be set forth in Chapter 1.50 of the Pottawattamie County, Iowa, Code (Schedule of Fees).
- .04 **SOLAR ENERGY SYSTEMS, NON COMMERCIAL (SES):**
- A. **PURPOSE:** This section provides uniform and comprehensive standards for the installation and the use of SES for on-site home, farm and small commercial use that are used primarily to reduce on-site consumption of utility power. The intent of this section is to protect the public health, safety and community welfare without unduly restricting the development of SES.

- B. ACCESSORY USE: SES shall be considered an accessory use to a permitted principal or conditional use in any zoning district.
- C. SPECIAL REQUIREMENTS: SES shall be subject to the requirements included in this section:
  - 1. GROUND MOUNTED SES HEIGHT: Shall not be greater than fifteen (15) feet at maximum tilt of the solar panel(s).
  - 2. STRUCTURE MOUNTED SES HEIGHT: Shall not be greater than the allowable height of any structure within the zoning district in which the SES is to be installed.
  - 3. SETBACKS: The ground mounted SES shall maintain perimeter setbacks including side and rear yard setbacks of ten (10) feet measured at full horizontal tilt and ten (10) feet from any other building or structure on the same lot. No solar panels within the SES may be located in the required front yard setback unless at least fifty (50) feet back from the edge of the county road right-of-way or at least eighty (80) feet back from the edge of state or federal road right-of-way.
  - 4. BUILDING CODES: All county, state and federal construction codes shall be followed.
  - 5. USE: SES shall provide electricity for on-site use by the owner. This does not prohibit an owner from making excess power available for net metering.
- D. BUILDING PERMIT: Before a building permit is issued, the following shall be submitted to the Development Director for review:
  - 1. Site Plan Showing:
    - a. Address, email address, and phone number of the property owner;
    - b. Parcel lines;
    - c. All existing structures with heights clearly marked;
    - d. Sanitary infrastructure (i.e., septic field);
    - e. Setback measurements;
    - f. Easements present on the property, including those for utilities;
    - g. Septic field tile location;
    - h. Floodplain location, if applicable;
    - i. Topography lines (2-foot contours);
    - j. Location of all solar panels and associated equipment; and
    - k. Location of the electrical disconnect for the SES.
  - 2. Evidence that the local electric utility has been informed of the customer's intent to install a customer-owned SES.
  - 3. Evidence that the site plan has been submitted to the local fire protection district.
  - 4. Evidence that all contact information for site has been provided to Emergency Management.
  - 5. After a review and acceptance of site plan and required information, a building permit authorizing construction shall be issued.

**SECTION 10a – REPEAL OF CONFLICTING ORDINANCES:** That Section 8.004.230 is hereby repealed in its entirety. Furthermore, all other ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

**SECTION 10b - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 8.004.230, as follows:

### **8.004.230 WIND ENERGY SYSTEMS, COMMERCIAL (CWES)**

- .01 **PURPOSE:** This ordinance provides uniform and comprehensive standards for the installation and use of CWES. CWES shall include but are not limited to WTGs, support structures, inverters/transformers, operations and maintenance buildings, meteorological towers, electrical collector systems, energy storage technologies, wiring, communications, roads, substations and other equipment necessary for the generation, storage and delivery of electricity. The intent of these regulations is to protect the public health, safety, and community welfare while allowing development of utility-scale wind energy resources for utility, commercial and industrial purposes.
- .02 **CONSTRUCTION; CONFLICT:** This section does not repeal, abrogate, annul, impair or interfere with any existing ordinance. If this section 8.004.230 conflicts with any other provision of the Pottawattamie County, Iowa, Zoning Ordinance, this section 8.004.230 shall control.
- .03 **CONDITIONAL USE:** CWES shall require a conditional use permit within the A-2 zoning districts. This use is prohibited in all other zoning districts in the County. Where CWES are part of a unified plan or aggregated project, the applicant may submit a single conditional use permit application and may sign the application in lieu of individual property owner(s). The applicant shall provide reasonable documentation evidencing the property owner(s) authorize the applicant to construct and operate a CWES on the property or to seek a conditional use permit for such purpose.
- .04 **HEIGHT:** The total height of a WTF in a CWES shall not exceed four hundred twelve feet (412').
- .05 **SETBACKS:** Setbacks for CWES shall be as follows:
  - A. **LOT LINES; PUBLIC RIGHT-OF-WAYS:** WTGs in a CWES shall not be located less than one thousand five hundred feet (1,500') to any lot line or public right-of-way as measured from the center of the WTG base; provided, however, there shall be no side or rear yard setback for any lot line where the CWES is located on abutting participating parcels.
  - B. **DWELLINGS:** WTGs in a CWES shall not be located less than one-half (1/2) mile to the closest exterior wall of any non-participating dwelling as measured from the center of the WTG

base. CWES may be setback less than one-half (1/2) mile from any participating dwelling or any dwelling for which the property owner signs a waiver agreeing to reduce the setback distance; provided, however, in no event shall a CWES be located less than one and one-tenth (1.1) times the total height to any dwelling.

- C. INCORPORATED MUNICIPALITIES: WTGs in a CWES shall not be located less than three (3) miles to the corporate limits of any incorporated municipality as measured from the center of the WTG base.
- D. COUNCIL BLUFFS MUNICIPAL AIRPORT: WTGs in a CWES shall not be located less than three (3) miles to any lot line of the Council Bluffs Municipal Airport as measured from the center of the WTG base.
- E. PARKS AND HABITAT AREAS: WTGs in a CWES shall not be located less than three (3) miles to any lot line of a designated Pottawattamie County Conservation park or habitat area as measured from the center of the WTG base.

.06 SPECIAL REQUIREMENTS: CWES are subject to the following requirements:

- A. SUBMITTAL REQUIREMENTS: The applicant shall submit all materials contained in this section at the time of the application for a conditional use permit.
- B. PERMITTING PROCESS: The applicant shall go through the following process for conditional use permit approval:
  - 1. Applicant shall meet with the Development Director and submit all required documents.
  - 2. Development Director will submit all documents to the Pottawattamie County Department Approval Committee. Said Committee shall consist of the County Board and the Development Director along with the department head or the designated employee from the following departments: Conservation, County Engineer/Secondary Roads, and Sheriff's Department. All identified departments must approve with signature that all requirements pertaining to that department are met prior to submission to the Adjustment Board.
  - 3. The conditional use permit application will be presented to the Adjustment Board for a public hearing and decision on the conditional use permit.

4. County Board shall consider a decommissioning plan, decommissioning agreement (including financial security), Public Roads Damage Avoidance and Mitigation Plan and related agreement. The CWES may not proceed to construction until the County Board has approved these plans and the Chairperson and the applicant have executed these agreements.
5. The use(s) outlined in the application shall be established in accordance with the draft plans considered by the approving authority within five (5) years of approval. "Commencing Construction" is determined by disturbance of soil at project site that is not part of a primary farming operation. Any portion of the development plan not completed within five (5) years of approval by the approving authority shall not be installed until the development has been reauthorized by the approving authority. Reauthorization shall be subject to the regulations in effect at the time reauthorization is requested.

C. SECURITY; FENCING: CWES shall be equipped with anti-climbing devices or be of a mono-tower type with locking doors. Tower climbing apparatus shall be at least ten (10) feet above ground level. At the discretion of the approving authority, critical electrical and communications equipment may be fenced with the chain-link fence topped with barbed wire when such measures are deemed necessary to ensure public safety.

D. AGRICULTURAL IMPACT MITIGATION PLAN: The applicant shall submit a plan with the conditional use permit application detailing the mitigation strategy to support agricultural use of the land. The plan will be reviewed by the Development Director and shall include, but is not limited to:

1. Results of a soil analysis conducted and assessed by a qualified professional to determine topsoil depths, as well as identify any limitations for construction and mitigation that may require special consideration.
2. General list of project components and construction timeline.
3. Describe best practices and methods to be used during each stage of construction for protecting and preserving topsoil. Practices and methods should address, at minimum, avoidance of removal of topsoil. However, if removal of topsoil is necessary, applicant should plan for segregation, stockpiling, replacement during backfill and respreading, grading minimization, compaction prevention and decompaction of otherwise undisturbed topsoil impact by heavy equipment or storage of materials and wet weather conditions.



4. Describe environmental monitoring that will be used during construction to ensure adherence to the best practices contained in the plan. The monitoring should be done by an environmental professional at the expense of the developer. The monitoring results should be submitted to the County through the Planning Department every thirty (30) days during construction.
  5. Describe the general procedures to be used for identification, avoidance and repair of any underground drainage tile lines located within the project site before, during and after construction.
- E. SOIL EROSION AND SEDIMENT CONTROL: The applicant shall conduct all roadwork and other site development work in compliance with Chapter 10.15 of the Pottawattamie County, Iowa, Code (Grading and Excavation), and a national pollutant discharge elimination system (NPDES) permit as required by the Iowa Department of Natural Resources and comply with requirements as detailed by local jurisdictional authorities during the plan submittal. If subject to NPDES requirements, the applicant must submit the permit to the Development Director for review and comment along with an erosion and sediment control plan before the commencement of construction. The plan must include both general “best management practices” for temporary erosion and sediment control (both during and after construction) and permanent drainage and erosion control measures to prevent both damage to local roads/adjacent areas and sediment laden run-off into waterways.
- F. LIGHTING: Lighting shall be shielded such that the light does not project directly onto the adjacent parcels to the extent the FAA allows. If permitted by the FAA, all CWES shall utilize an aircraft detection lighting system (ADLS).
- G. DESIGN: CWES color and finish shall be white, gray or another non-obtrusive, non-reflective finish. There shall be no advertising, logo, or other symbols painted on the WTG other than those required by the FAA or other governing body. Each WTG shall have a name plate which is clearly legible from the public right-of-way and contains contact information of the operator of the CWES.
- H. SOUND: Sound levels caused by the CWES measured at least 25 feet from the closet exterior wall of any non-participating dwelling shall not exceed fifty (50) decibels (A-weighted Leq, one hour). Each application shall include a professional third-party pre-construction sound study which includes all property within at least one (1) mile of each WTG and must be able to demonstrate compliance with the noise standards in this section.

- I. SHADOW FLICKER: For any WTG which is within half mile of any non-participating dwelling, applicant shall provide shadow flicker modeling data showing the expected effect of shadow flicker on non-participating properties. Shadow flicker shall not fall upon any non-participating dwelling, or other building which is by humans, for more than a total of 30 hours per any calendar year.
  
- J. UTILITY CONNECTIONS: Applicant shall make reasonable efforts to place all collection lines within the CWES underground, depending on appropriate soil conditions, shape and topography of the site, distance to the connection, or other conditions or requirements. High-voltage lines between the CWES and substations may be above ground.
  
- K. OUTDOOR STORAGE: Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the CWES shall be allowed.
  
- L. ENDANGERED SPECIES AND WETLANDS: Applicant shall consult with the Iowa Department of Natural Resources.
  
- M. WEED CONTROL: Applicant must present an acceptable weed/grass control plan for property outside of the fenced area for the entire CWES. The CWES operator must maintain the fence and adhere to a weed control plan. The plan must be approved by the Development Director, and Conservation Department.
  
- N. WASTE: All solid wastes, whether generated from supplies, equipment parts, packaging, operation, grazed animals, farming operation or maintenance of the CWES, shall be removed from the site and disposed of in an appropriate manner. All hazardous waste shall be removed from the site immediately and disposed of in a manner consistent with all local, state and federal requirements.
  
- O. MAINTENANCE, REPAIR OR REPLACEMENT OF A FACILITY: Maintenance shall include, but not limited to, painting, structural repairs, and integrity of security measures. Any retrofit, replacement or refurbishment of equipment shall adhere to all applicable local, state and federal requirements.
  
- P. STORM WATER MANAGEMENT. Prior to receiving a building permit, for the purposes of pollutant removal, storm water and runoff management, flood reduction and associated impacts, the applicant shall provide a detailed storm

water management plan in compliance with Chapter 10.15 of the Pottawattamie County, Iowa, Code (Grading and Excavation).

Q. AVIATION PROTECTION. Wind turbine generators shall meet all FAA requirements, including but not limited to, lighting and radar interference issues. Applicant must provide evidence of notice and no response and/or non-objection from FAA and Offutt Air Force Base that the CWES will not affect commercial or military flights.

R. ADMINISTRATION AND ENFORCEMENT: Development Director and any necessary personnel may enter any property for which a conditional use permit or building permit has been issued under this ordinance to conduct an inspection to determine whether the conditions stated in the permit have been met as specified by statute, ordinance, and code. Failure to provide access shall be deemed a violation of this ordinance.

.07 SAFETY: All CWES shall provide the following at all locked entrances:

A. A visible "High Voltage" warning sign.

B. Name(s) and phone number(s) for the electric utility provider(s).

C. Name(s) and phone number(s) for the site operator(s).

D. The facility's 911 address and GPS coordinates.

E. The site operator will coordinate with the local fire department and Emergency Management to provide training on an annual basis for the first five (5) years the CWES is complete and in operation. Said training will commence within six (6) months prior to the completion of the CWES. After that, offered on an annual basis for the life of the project. All emergency responding agencies will sign off that said training was completed or offered.

.08 REPOWERING: At the discretion of the Development Director, proposals to replace more than twenty-five percent (25%) of the WTGs in a CWES within a twelve (12) month period may be required to submit a plan for review and approval with all associated costs assigned to the applicant and/or the property owner(s). Replacement for this purpose shall mean installing new blades of the same size, generator and nacelle. Any one of those items individually shall not constitute replacement in this context.

.09 ROADS: The applicant, owners and their contractors shall avoid damaging public roads to the greatest practicable extent and shall be responsible for repair of damage to public roads. A Public Roads Damage Avoidance and

Mitigation Plan shall be in accordance with the following standards and approved by the County Board before the applicant commences construction:

- A. IDENTIFICATION OF POTENTIAL ROADS USAGE: The applicant shall identify, in consultation with the County Engineer, all state and local public roads to be used within the County to transport equipment, parts and material for construction, operation or maintenance of the CWES and related components.
  - B. DOCUMENTATION OF ROAD CONDITIONS: Prior to construction, decommissioning or implementation of a repowering plan, the County Engineer or a third-party consultant selected by the County Engineer shall document the current conditions of the roads identified for use with physical and video documentation. The County Engineer or a third-party consultant selected by the County Engineer shall document road conditions again thirty (30) days after the CSES construction, decommissioning or implementation of a repowering plan is complete, or as weather permits. The requirements of this Subsection shall be at the sole cost of the applicant or owner of the CSES.
  - C. ROAD PREPARATION AND DAMAGE: The applicant or owner of the CSES shall promptly cause the completion of any necessary road preparation, maintenance or repair associated with CSES construction, operation, maintenance, decommissioning or implantation of a repowering plan, as identified by the County Engineer or a third-party consultant selected by the County Engineer. All road preparation, maintenance and repair shall be at the sole cost of the applicant or owner of the CSES and to reasonable satisfaction of the County Engineer based on the applicable standards and codes.
  - D. FINANCIAL SURETY: Applicant shall demonstrate appropriate financial assurance to ensure road preparation, maintenance and repair. At the direction of the County Board, the applicant or the owner of the CSES may also be required to provide a financial surety instrument or bond at the time of permitting consideration.
- .10 DECOMMISSIONING AND RECLAMATION PLAN: The applicant shall submit a decommissioning and reclamation plan to the Development Director with the conditional use permit application. The Development Director shall review the plan for completeness and refer it to the Adjustment Board for review in conjunction with the conditional use permit and the County Board for final consideration and approval prior to the applicant commencing construction. The plan shall include:
- A. A description of the life of the CWES; the anticipated manner which the project will be decommissioned, including plans to recycle components; the anticipated site restoration actions; the estimated decommissioning costs in current dollars; and the method for ensuring that funds will be available for decommissioning and restoration.

- B. Estimates for the total cost for decommissioning at the current value at site as determined by a licensed engineer. Decommissioning cost estimates shall take salvage and resale value into account.
- C. A description of the means to remove the CWES and restore the land to its previous use upon the end of its life, as stated in the conditional use permit or this ordinance.
- D. Provisions to remove structures, debris and associated equipment on the surface and to a level of not less than six (6) feet below the surface, and the timeline/sequence in which removal is expected to occur.
- E. Provisions to restore the soil, vegetation, and disturbed earth, which shall be graded and reseeded and/or the property may be returned to agricultural use. Avoidance of topsoil is preferred. The plan shall include environmental monitoring at the cost of the developer to be used in returning the project area back to agricultural use. Environmental monitoring shall include best practices to address at minimum invasive species prevention, erosion, sediment control and debris removal.
- F. A provision that the terms of the decommissioning plan shall be binding upon the owner or operator of the CWES and any of their successors, assigns or heirs, and that the landowner has granted permission for access and easements of the property for decommissioning.
- G. FINANCIAL SURETY: No later than the tenth (10th) year following the date the applicant or CSES owner completes construction, as evidenced by a certificate of completion, the applicant or CSES owner shall provide a financial surety instrument to cover the cost of decommissioning in accordance with the following:
  - 1. Decommissioning funds or financial surety shall be in an amount equal to the net cost for decommissioning the site, plus a ten percent (10%) contingency.
  - 2. The financial surety shall be maintained in the form of cash, certificate of deposit, performance bond, escrow account, surety bond, letter of credit, corporate guarantee or other form of financial assurance acceptable to the County Board. Any document evidencing the maintenance of the financial surety shall include provisions for releasing the funds to the County in the event decommissioning is not completed in a timely manner.
  - 3. Financial surety shall be maintained for the remaining life of the CWES.
  - 4. Every five (5) years, the CWES owner or operator shall retain an independent licensed engineer to re-estimate the total cost of decommissioning and attest that the value of the financial surety instrument is appropriate. This report shall be filed with the Planning and Development department and the Auditor. The decommissioning surety

shall match the re-estimated cost of decommissioning plus a ten percent (10%) contingency. Within ninety (90) days of filing the re-estimation report with the County through the Planning Department, the CWES owner or operator shall cause the fund balance of the financial surety instrument to be adjusted, if applicable.

5. **RELEASE OF FINANCIAL SURETY:** Financial surety shall only be released by the County Board by the recommendation from the Development Director, after inspection that all conditions of the decommissioning plan have been met.
- .11 **INDEMNIFICATION AND LIABILITY:** The applicant, owner and/or operator of the CWES shall defend, indemnify, and hold harmless the County and its officials from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including attorneys' fees, without limitation, arising out of acts or omissions of the applicant, owner, and/or operator associated with the construction and/or operations of the CWES.
- .12 **CESSATION OF OPERATIONS:** Any CWES that has not been in operation and producing electricity for at least one hundred and eighty (180) consecutive days, unless caused by a natural catastrophic event, shall be decommissioned. The Development Director shall notify the owner to decommission and remove the CWES. Within two hundred and seventy (270) days thereafter, the owner shall either submit evidence showing that the CWES has been operating and producing electricity or that it has been fully decommissioned in compliance with this Ordinance. If the owner fails to or refuses to remove the CWES, the violation shall be referred to the County Attorney. In the case of a natural catastrophic event, a detailed restoration plan to return to operational status must be provided to the Development Director.
- .13 **VIOLATIONS & PENALTIES:** Violations and penalties of this Section are set forth in Chapter 1.75 of the Pottawattamie County, Iowa, Code (Violations and Penalties).
- .14 **RELATED RULES AND REGULATIONS:** Each CWES shall comply with all applicable local, state and federal requirements.
- .15 **SEVERABILITY:** The provisions of this ordinance are severable, and the invalidity of any section, subdivision, paragraph, or other part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.
- .16 **CONDITIONAL USE PERMIT FEE(S) FOR CWES:** The conditional use permit application fee(s) will be approved and adopted by resolution of the County Board and shall be set forth in Chapter 1.50 of the Pottawattamie County, Iowa, Code (Schedule of Fees).

**SECTION 11a – REPEAL OF CONFLICTING ORDINANCES:** That Section 8.004.240 is hereby repealed in its entirety. Furthermore, all other ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

**SECTION 11b - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding thereto the following new Section, to be codified as Section 8.004.240, as follows:

**8.004.240 WIND ENERGY SYSTEMS, NON-COMMERCIAL (WES)**

- .01 **PURPOSE:** This section provides uniform and comprehensive standards for the installation and the use of WES for on-site home, farm and small commercial use that are used primarily to reduce on-site consumption of utility power. The intent of this section is to protect the public health, safety and community welfare without unduly restricting the development of WES.
- .02 **CONSTRUCTION; CONFLICT:** This section does not repeal, abrogate, annul, impair or interfere with any existing ordinance. If this section 8.004.240 conflicts with any other provision of the Pottawattamie County, Iowa, Zoning Ordinance, this section 8.004.240 shall control.
- .03 **ACCESSORY USE:** WES shall be considered an accessory use to a permitted principal or conditional use in any zoning district.
- .04 **SETBACKS:** WES shall not be located closer than a distance equal to one and one-tenth (1.1) times the total height to a dwelling, a property line, or a utility easement. Such distance shall be defined relative to the nearest surface of the WES as measured at grade.
- .05 **SPECIAL REQUIREMENTS:** WES shall be subject to the requirements included in this section:
  - A. **MINIMUM LOT SIZE:** WES shall not be placed on a parcel of land or lot which is less than one (1) acre in size.
  - B. **NO INTERFERENCE:**
    - 1. WES shall not cause interference to the radio and television reception on adjoining property and in the event of any such interference the WES owner shall remedy such interference.
    - 2. WES shall not cause interference with emergency communication transmissions of the County. Applicant shall request documentation from the County Sheriff to verify the same and submit said documentation with any building permit application. Any cost associated therewith shall be at the applicant's expense.
- .06 **BUILDING CODES:** All county, state and federal construction codes shall be followed.

- .07 USE: WES shall provide electricity for on-site use by the owner. This does not prohibit an owner from making excess power available for net metering.
- .08 BUILDING PERMIT: Before a building permit is issued, the following shall be submitted to the Development Director for review Reference.
  - A. Site Plan Showing:
    - 1. Address, email address, and phone number of the property owner;
    - 3. Parcel lines;
    - 4. All existing structures with heights clearly marked;
    - 5. Sanitary infrastructure (i.e., septic field);
    - 6. Setback measurements;
    - 7. Easements present on the property, including those for utilities;
    - 8. Septic field tile location;
    - 9. Floodplain location, if applicable;
    - 10. Topography lines (2-foot contours);
    - 11. Location of all WTGs and associated equipment; and
    - 12. Location of the electrical disconnect for the WES.
  - B. Evidence that the local electric utility has been informed of the customer's intent to install a customer-owned WES.
  - C. Evidence that the site plan has been submitted to the local fire protection district.
  - D. Evidence that all contact information for site has been provided to Emergency Management.
  - E. After a review and acceptance of site plan and required information, a building permit authorizing construction shall be issued.

**SECTION 12 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by deleting Wind Farms, both commercial and non commercial, subject to the requirements of 8.004.230 and 8.004.240 Principal Use in the A-2 (Agricultural Production) District:

8.010.020 PRINCIPAL USES: The following *principal uses* shall be permitted in a Class A-2 District:

- .08 Wind Farms, both commercial and non-commercial, subject to the requirements of 8.004.230 and 8.004.240

**SECTION 13 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Wind Energy Systems, Commercial, subject to the requirements of 8.004.230 and Solar Energy Systems, Commercial, subject to the



requirements of 8.004.210 as Conditional Uses in the A-2 (Agricultural Production) District:

8.010.030 CONDITIONAL USES: The following conditional uses shall be permitted in a Class A-2 District, when authorized in accordance with the requirements of Chapter 8.096:

- .21 Wind Energy Systems, Commercial, subject to the requirements of 8.004.230.
- .22 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 14 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by deleting Wind Farms, both commercial and non-commercial, subject to the requirements of 8.004.230 and 8.004.240 Principal Use in the A-3 (Riverfront and Agricultural Production) District:

8.012.020 PRINCIPAL USES: The following *principal uses* shall be permitted in a Class A-3 District:

- .06 Wind Farms, both commercial and non-commercial, subject to the requirements of 8.004.230 and 8.004.240

**SECTION 15 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Wind Energy Systems, Commercial, subject to the requirements of 8.004.230 and Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the A-3 (Riverfront and Agricultural Production) District:

8.012.030 CONDITIONAL USES: The following conditional uses shall be permitted in a Class A-3 District, when authorized in accordance with the requirements of Chapter 8.096:

- .11 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 16 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing Wind Farms, Non-commercial, subject to the requirements of 8.004.240 as Conditional Uses in the A-4 (Loess Hills) District and replacing it with Wind Energy Systems, Non-Commercial subject to the requirements of 8.004.230 as Conditional Uses in the A-4 (Loess Hills) District:

8.014.030 CONDITIONAL USES: The following conditional uses shall be permitted in a Class A-4 District, when authorized in accordance with the requirements of Chapter 8.096:

- .17 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230.

**SECTION 17 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing Wind Farms, Non-commercial, subject to the requirements of 8.004.240 as Conditional Uses in the R-1 (Agricultural-Urban Transitional) District and replacing it with Wind Energy Systems, Non-Commercial subject to the requirements of 8.004.230 as Conditional Uses in the R-1 (Agricultural-Urban Transitional) District:

8.015.030    CONDITIONAL USES: The following conditional uses shall be permitted in a Class R-1 District, when authorized in accordance with the requirements of Chapter 8.096:

.12    Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230.

**SECTION 18 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the R-1 (Agricultural-Urban Transitional) District:

8.015.030    CONDITIONAL USES: The following conditional uses shall be permitted in a Class R-1 District, when authorized in accordance with the requirements of Chapter 8.096:

.13    Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 19 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by repealing Wind Farms, Non-commercial, subject to the requirements of 8.004.240 as Conditional Uses in the R-2 (Urban Transitional) District and replacing it with Wind Energy Systems, Non-Commercial subject to the requirements of 8.004.230 as Conditional Uses in the R-2 (Urban Transitional) District:

8.020.030    CONDITIONAL USES: The following conditional uses shall be permitted in a Class R-2 District, when authorized in accordance with the requirements of Chapter 8.096:

.11    Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230.

**SECTION 20 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the R-5 (Planned Residential) District:

8.035.030    ACCESSORY USES: The following accessory uses shall be permitted in a Class R-5 District:

.07    Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.

- .08 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 21 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the R-6 (Mobile Home Park Residential) District:

8.040.030 ACCESSORY USES: The following accessory uses shall be permitted in a Class R-6 District:

- .06 Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.
- .07 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 22 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the C-1 (Highway Commercial) District:

8.045.030 CONDITIONAL USES: The following conditional uses shall be permitted in a C-1 District, when authorized in accordance with the requirements of Chapter 8.096:

- .06 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 23 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the C-1 (Highway Commercial) District:

8.045.040 ACCESSORY USES: The following accessory uses shall be permitted in a Class C-1 District:

- .06 Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.
- .07 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 24 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to

the requirements of 8.004.210 as Conditional Uses in the C-2 (General Commercial) District:

8.050.030    **CONDITIONAL USES:** The following conditional uses shall be permitted in a C-2 District, when authorized in accordance with the requirements of Chapter 8.096:

.06    Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 25 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the C-2 (General Commercial) District:

8.050.040    **ACCESSORY USES:** The following accessory uses shall be permitted in a Class C-2 District:

.06    Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.

.07    Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 26 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the C-3 (Commercial Recreational) District:

8.051.030    **CONDITIONAL USES:** The following conditional uses shall be permitted in a C-3 District, when authorized in accordance with the requirements of Chapter 8.096:

.08    Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 27 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the C-3 (Commercial Recreational) District:

8.051.040    **ACCESSORY USES:** The following accessory uses shall be permitted in a Class C-2 District:

.04    Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.

- .05 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 28 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the I-1 (Limited Industrial) District:

8.055.030 CONDITIONAL USES: The following conditional uses shall be permitted in I-1 District, when authorized in accordance with the requirements of Chapter 8.096:

- .08 Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 29 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the I-1 (Limited Industrial) District:

8.055.040 ACCESSORY USES: The following accessory uses shall be permitted in a Class I-1 District:

- .04 Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.
- .05 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 30 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Commercial, subject to the requirements of 8.004.210 as Conditional Uses in the I-2 (General Industrial) District:

8.060.030 CONDITIONAL USES: The following conditional uses shall be permitted in a I-2 District, when authorized in accordance with the requirements of Chapter 8.096:

- .19 S
  - D. Solar Energy Systems, Commercial, subject to the requirements of 8.004.210.

**SECTION 31 - AMENDMENTS:** That the Pottawattamie County, Iowa, Code, be and the same is hereby amended by adding Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210 and Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.230 as Accessory Uses in the I-2 (General Industrial) District:

8.060.040 ACCESSORY USES: The following accessory uses shall be permitted in a Class I-2 District:

- .04 Solar Energy Systems, Non-Commercial, subject to the requirements of 8.004.210.
- .05 Wind Energy Systems, Non-Commercial, subject to the requirements of 8.004.240.

**SECTION 32 - SEVERABILITY:** That should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not effect that validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

**SECTION 33 - EFFECTIVE DATE:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED \_\_\_\_\_, 2024.

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

Attest: \_\_\_\_\_  
Melvyn Houser, County Auditor  
Pottawattamie County, Iowa



NOTICE OF PUBLIC HEARING PUBLISHED:	October 26, 2023
PUBLIC HEARING:	October 31, 2023
FIRST CONSIDERATION:	October 31, 2023
SECOND CONSIDERATION:	February 20, 2024
THIRD CONSIDERATION:	February 27, 2024
PUBLICATION:	March 7, 2024
RECORD:	March 8, 2024

**Oscar Duran/Executive**  
**Director, and Paula**  
**Hazlewood/Commissioner,**  
**Municipal Housing Agency of**  
**Council Bluffs**

**PILOT Discussion and Expanded Housing Opportunities.**



**Danna Kehm/CEO,**  
**Pottawattamie Art, Culture &**  
**Entertainment**

**Presentation/Update to the Board on PACE and  
programming for the county.**



HOFF  
FAMILY  
ARTS & CULTURE CENTER

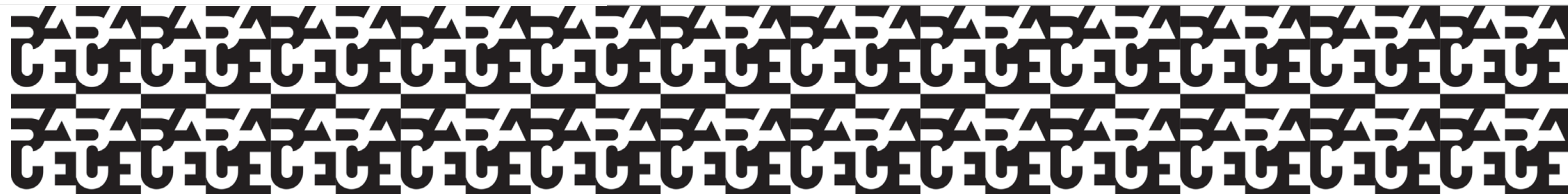
Danna Kehm  
PACE CEO

# WHAT IS PACE?



Pottawattamie Arts, Culture & Entertainment (PACE) is a 501(c)3 with a mission to enrich, inspire, and energize our community through supporting arts, culture, and connections.

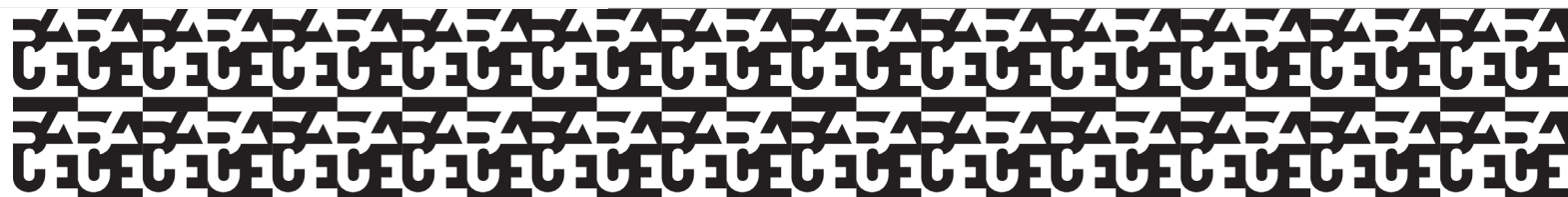
Our vision is to cultivate a stronger community where art and culture thrive.



# HOFF FAMILY ARTS & CULTURE CENTER



- New home for American Midwest Ballet, Kitchen Council, Chanticleer Community Theater, Kanesville Symphony Orchestra, and PACE.
- PACE and our partners increase access to the arts, target new audiences, and share costs helping us all to better realize our missions.



# PACE PROGRAMMING AND OPERATIONS

5,000+ Students | 40,000+ Patrons | 90,000+ Visitors

- **HOFF FAMILY ARTS & CULTURE CENTER** | PACE oversees and manages the building, ticketing and calendar management, and aspects of customer service.
- **CHANTICLEER COMMUNITY THEATER** | Chanticleer, managed by PACE, hosts five theater productions with over 34 performances.
- **KANESVILLE SYMPHONY ORCHESTRA** | KSO, managed by PACE, performs three concerts annually.
- **EDUCATIONAL PROGRAMS** | PACE executes over 150 classes and programs for youth, adults, and families, while collaborating with artists. Examples include pottery, painting, photography, culinary arts, PACE Speaker Series, and our popular summer camps.
- **HOFF FOURTH FRIDAYS** | PACE facilitates 10 Friday night events bringing together the best of Hoff Center including Kitchen Council entrepreneur food pop-ups, local live music, and educational opportunities like Mud & Merlot and our PACE Speaker Series. The Hoff Center It is THE place to be in Council Bluffs on the 4th Friday of each month.
- **GALLERY EXHIBITIONS** | PACE curates the nearly 8,500 square-foot gallery and exhibition floor, which includes our permanent Grant Wood murals exhibit, and 3 to 4 new exhibits annually including our popular PACE New Masters and Junior Masters juried art competitions.
- **ARTIST STUDIOS** | PACE helps subsidize five artist studios where artists are encouraged to interact with the community, create and participate in art exhibitions, and teach classes and workshops.
- **COMMUNITY PROGRAMS** | PACE continues to host popular programs to activate community spaces, including the Music in the Park series, and works with community partners to help execute Celebrate CB and Winterfest.





2023



Volunteer Hours 2023  
 3,433 Ambassador  
 17,296 Creative

Volunteer Value 2023: \$659,182



50+  
 Creative Contractors

Artists, Directors, Choreographers



31  
 Employees

8 FTE, 23 PTE



60+  
 Artists on Consignment

30% of Art Sales to PACE



PACE Designated  
 Cultural Leadership  
 Partner for Iowa



7 Board Meetings  
 29 Committee Meetings

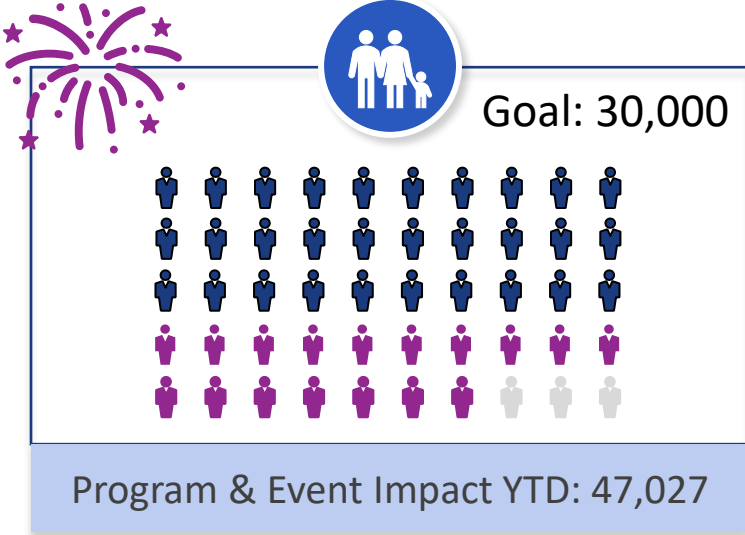
Board Participation



# 2023

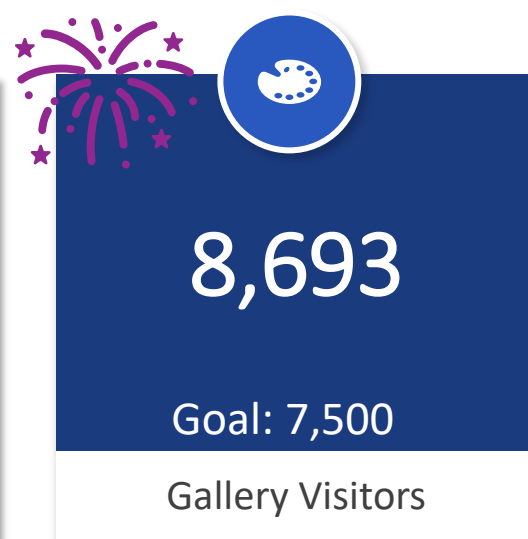
## Program

Robust Educational & Experiential



2023 Goals	Count
Adult Programs: 12	16
Adult Classes: 12	18
Children’s Classes: 80	150
Children’s Camps: 2	2
Teen Classes: 4	1
Family Classes: 2	4
Exhibitions: 4	7

2023 Goals	Count
Artist Studios: 5	5
Chanticleer Shows: 4	4
Children’s Show: 1	1
Theater Workshop: 1	1
KSO Concerts: 3	6
Community Activities: 2	9
Music in the Park: 6	7



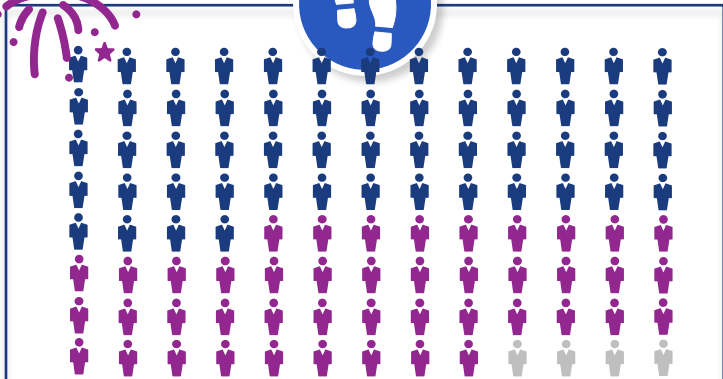
2023 Goals	Count
Adult Culinary: 6	4
Children’s Culinary: 4	7
Teen Culinary: 2	7
Food Pop-Ups: 10	11
Use KC Members: 70+	70+



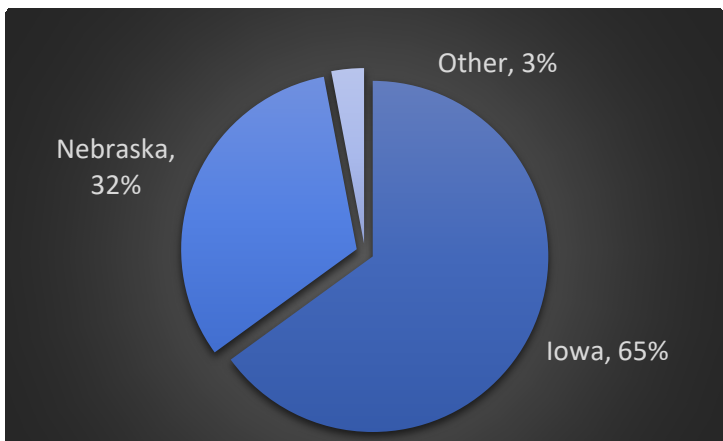
# 2023



Goal: 60,000

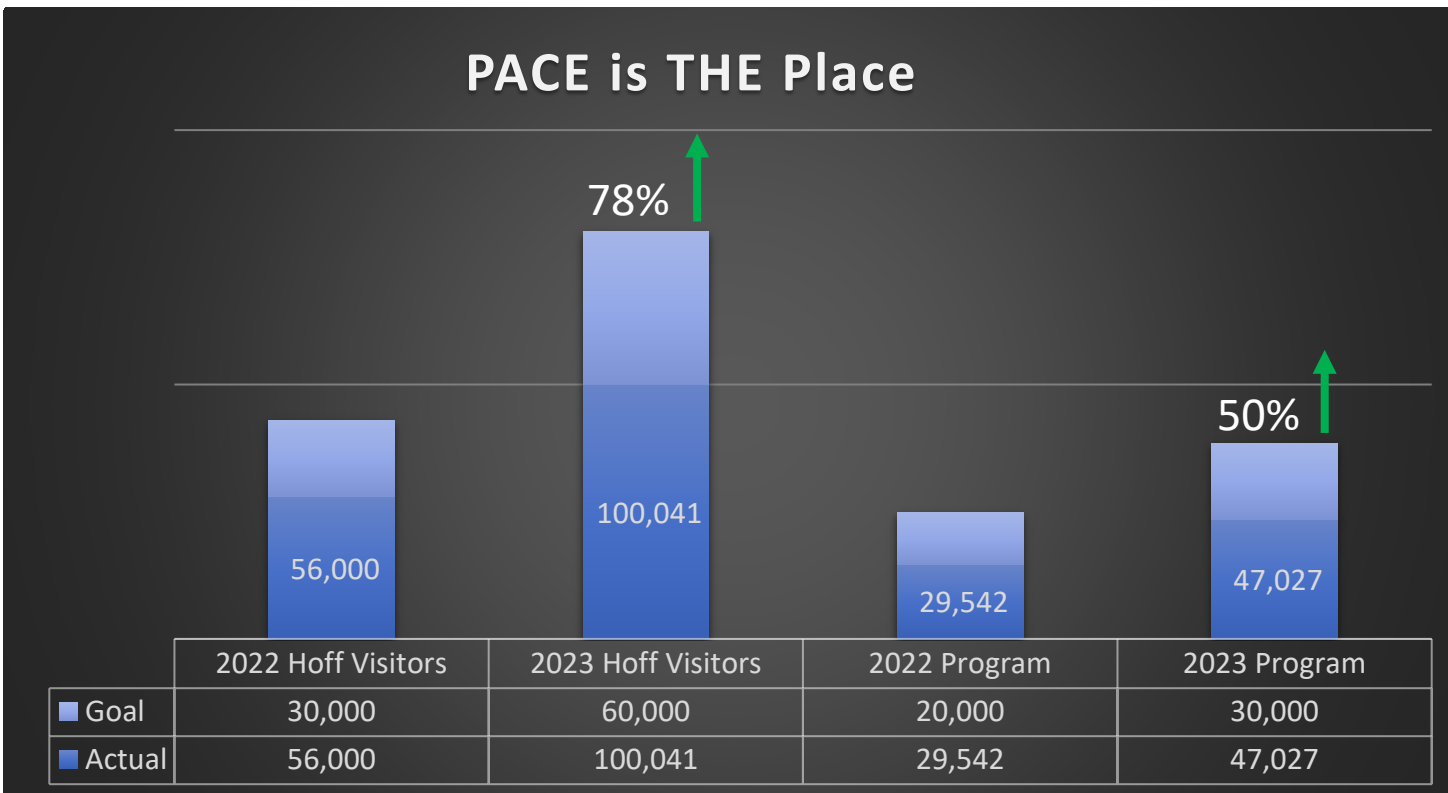


Hoff Visitors: 100,041



Other visitors from 17 states include Arkansas, Arizona, California, Colorado, Florida, Hawaii, Indiana, Kansas, Maryland, Minnesota, Missouri, Ohio, Oregon, South Dakota, Texas, Utah and Wisconsin.

## PACE is THE Place



(Last 6 Months)  
 Google Views - 6,933  
 Website Visits - 1,770  
 Searches - 2,204



Reach - 6,614  
 Followers - 1,240  
 Visits - 2,655



Reach - 286,060  
 Followers - 6,271  
 Visits - 48,230



# PACE 2023 ECONOMIC IMPACT

*The Arts mean business and drive the economy.*

In 2023 PACE + Audience Spending in Pottawattamie County was estimated at **\$3,091,482**.

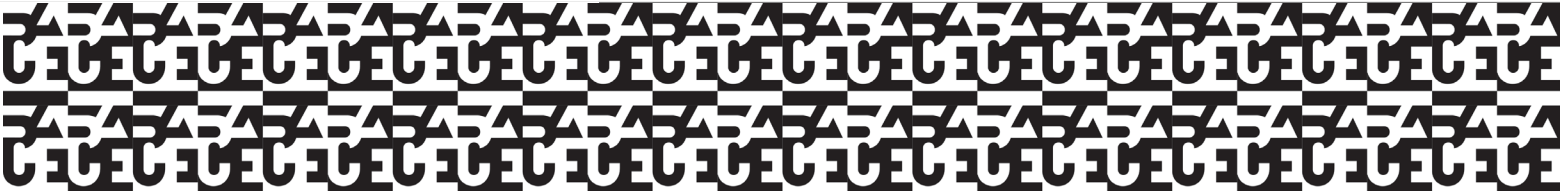
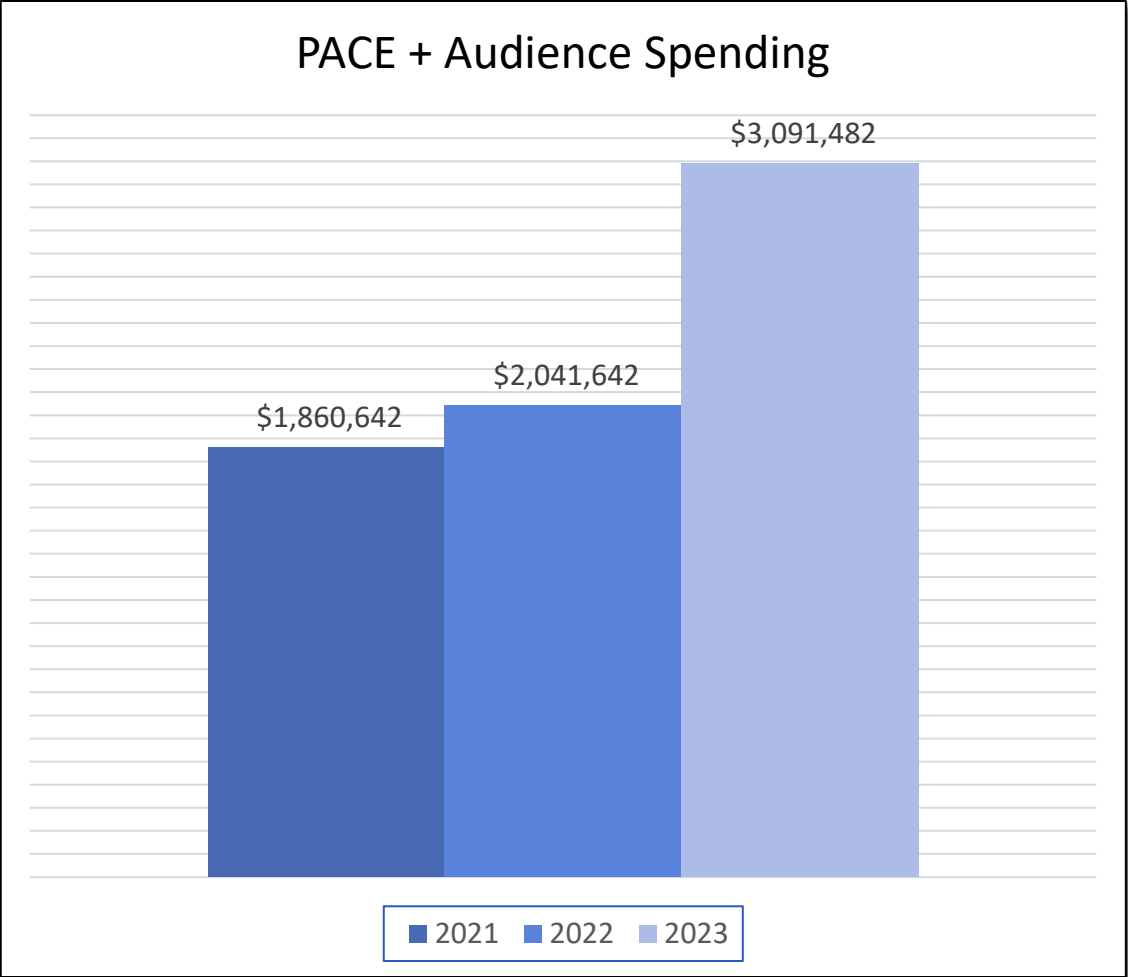
**\$120,438** Local Government Revenue

**\$167,460** State Government Revenue

8 FTEs, 23 PTEs, 50+ Creative Contractors, 60+ Artists on Consignment.

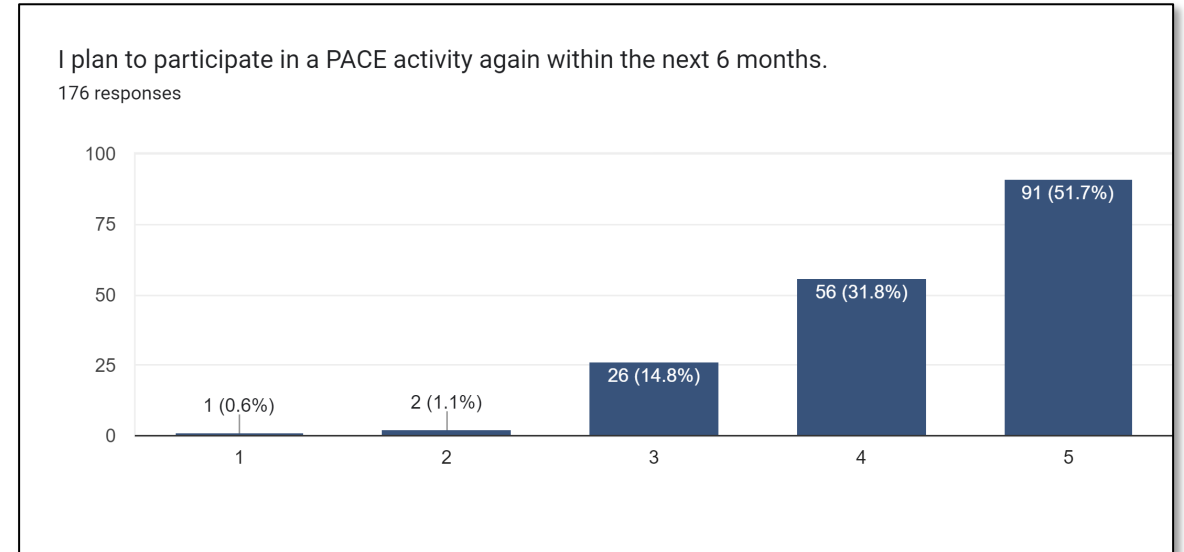
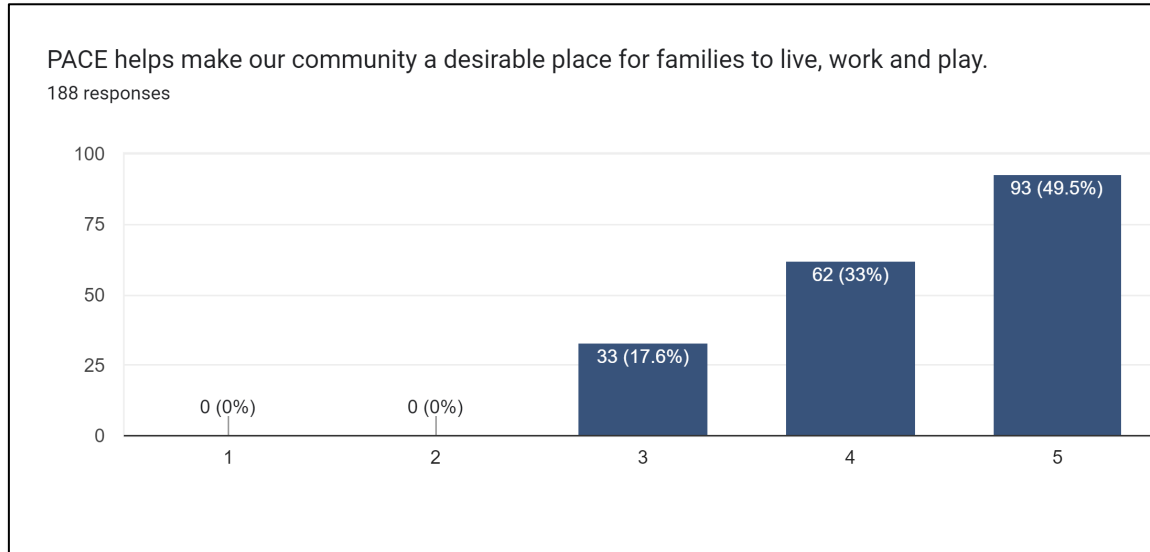
Iowa visitors to arts and cultural events spent more than \$277 million, or an average of \$31 per event on dining, shopping, lodging, transportation, and other purchases, in addition to the cost of tickets or admission.

*Arts & Economic Prosperity 5 Calculator, Americans for the Arts  
Arts & Economic Prosperity 6 Study, Americans for the Arts*





# 2023 Survey



*“The CB Community IS SO INCREDIBLY LUCKY to have the beautiful, vibrant, interactive entity that is PACE. It is an amazing asset and I thoroughly appreciate and applaud all who are involved in making it so great. THANK YOU!!!” – Community Impact Survey Respondent*





# 2023 Survey



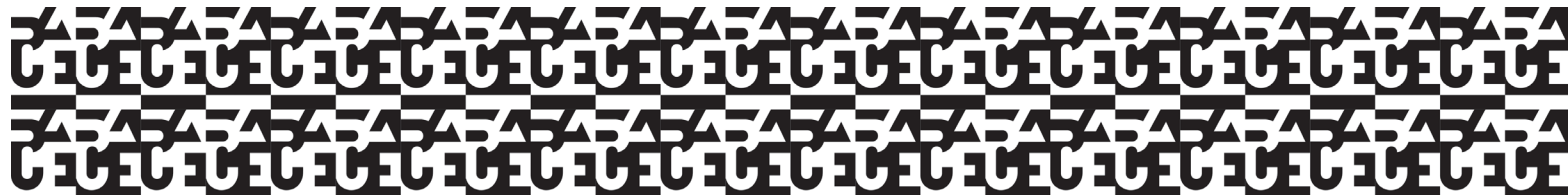
1. Thank you for what you do!
2. The variety of shows and activities is outstanding.
3. Keep up the good work
4. Our family looks forward to future classes!
5. Keep up the great work. You are a tremendous asset to our community.
6. So far I've enjoyed supporting PACE on fourth Fridays and Chanticleer
7. Beautiful theatre in a lovely building!
8. This is a unique combinations of the arts, especially the kitchen space. The space is beautiful, a blend of the old and new. Many opportunities for all ages and abilities. I have seen the programs and attendance grow the past 2 years. We became Chanticleer season members.
- 9. Love the entire PACE experience!**
10. The organization is world class. It is a jewel in the community.
11. Love what you have done with "The McCormick Building" which we owned in the late 70s into early 80s.
- 12. Incredibly proud of PACE being in our community.**
13. I live almost 3 hours away and go to plays/musicals when I plan to be in the area visiting friends. I'm looking forward to seeing Savannah Sipping Society soon, especially after portraying Randa in my community theater's production.
14. Thanks for providing all the great things you do.
15. Nothing comes to mind; keep up the great work
- 16. We think PACE is great for Council Bluffs!**
- 17. I am grateful that there is such a wonderful place to experience the best of Council Bluffs.**
18. Keep up the good work.
19. PACE is my favorite place in Council Bluffs! Thank you to you and all the volunteers.
20. Keep up the good work!
21. Love it, so proud to have PACE in Council Bluffs
- 22. Our family loves PACE. There is something for everyone there. We look forward to what the new year will bring.**
23. This is a wonderful addition to the community!!
- 24. The CB Community IS SO INCREDIBLY LUCKY to have the beautiful, vibrant, interactive entity that is PACE. It is an amazing asset and I thoroughly appreciate and applaud all who are involved in making it so great. THANK YOU!!!**
25. Enjoy the center every time I go - I believe your programs are very good - I am interested in doing more if the program and time do work out
26. The building is tremendous and the setting perfect.
27. Keep up the good work
- 28. So grateful to have PACE in our community! I have loved every visit.**
29. Thank you for dreaming a better tomorrow for us in Council Bluffs
30. PACE is a wonderful addition to the Council Bluffs community. I love to see all the different things that are going on and offered to the community.
31. Keep up the good work with your shows and entertainment.
32. Keep up the good work.
33. I love the food popups and the trivia nights
- 34. Keep up the amazing work that you do for the community!**



# POTTAWATTAMIE COUNTY MUSEUMS

PACE is working with several county museums with to further expand our support.

- Guidance on collection management and preservation
- Archival storage available
- PACE website
- Gallery Exhibitions to cross promote and build relationships
- *“You’re Home”: A History of Pottawattamie County*
  - March 3 - May 6, 2023
  - 1,958 visitors to the exhibit
  - Nishna Heritage Museum
  - Sweet Vale of Avoca Museum
  - Walnut Creek Historical Society
  - Pioneer Trail Museum
  - Western Historic Trails Museum
  - Squirrel Cage Museum
  - Rails West Museum
- *“You’re Home” reoccurring Friday, October 18, 2024*





# “YOU’RE HOME”: A HISTORY OF POTTAWATTAMIE COUNTY

MARCH 3 - MAY 6, 2023

# PACE CALENDAR

## FRIDAYS & SATURDAYS

FRI 6-9PM & SAT 12-4PM >> Art Gallery Hours

SAT 1-2:30PM >> Youth Ceramics

SAT 2:30-4PM >> Youth Painting

SAT 4-5PM >> Youth Makers Lab

## FEB 02

6PM >> Silent Book Club

## FEB 09

7PM >> Date Night at the Hoff: Chocolatiering w/ NIBBS

7PM >> Name That! Trivia Night

5:30-7PM >> SOUP-er Bowl

## FEB 16

6:30PM >> Hometown Heroes Exhibit:

Celebrating Council Bluffs' Artist Legacy Opening Night

7PM >> Date Night at the Hoff: Chocolatiering w/ NIBBS

## FEB 23

4-10PM>>Hoff Fourth Friday

5-9PM >> Chef Around the Block

7-9PM >> Turnin' Gears

6-9PM >> Art Gallery Hours

6-9PM >> PACE Studio Artists Hours

6:30-8:30PM >> Cabernet & Carving

7-8PM >> Author/Owner of Dundee Books Ted Wheeler in conversation with artist Jeff Koterba

## MAR 01

7:30PM >> Bob Dylan Tribute

## MAR 08

7:15PM>>Open Mic Night

## MAR 09

5PM>>Teen Pottery Throwing

## MAR 14, 15, 16, 17, 21, 22, 23, 24

Thu – Sat 7:30PM >>On Golden Pond

Sun 2:00PM>>On Golden Pond

## MAR 22

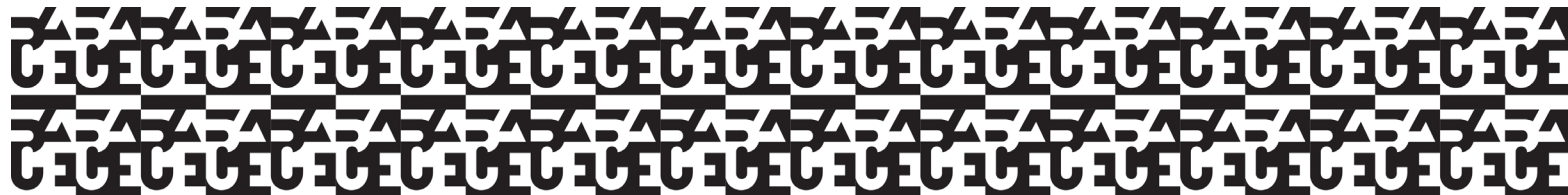
4-10PM>>Hoff Fourth Friday

## MAR 29

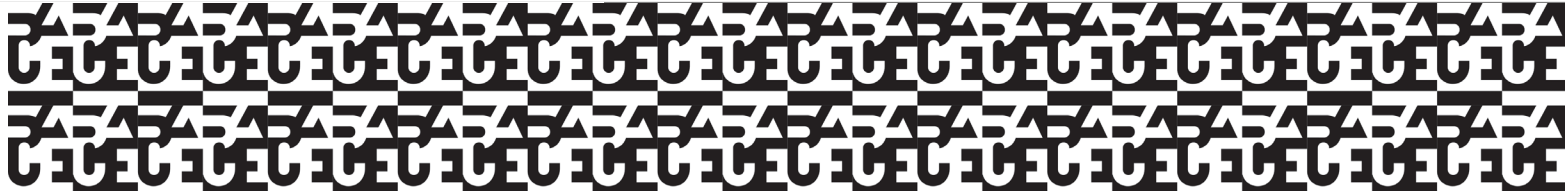
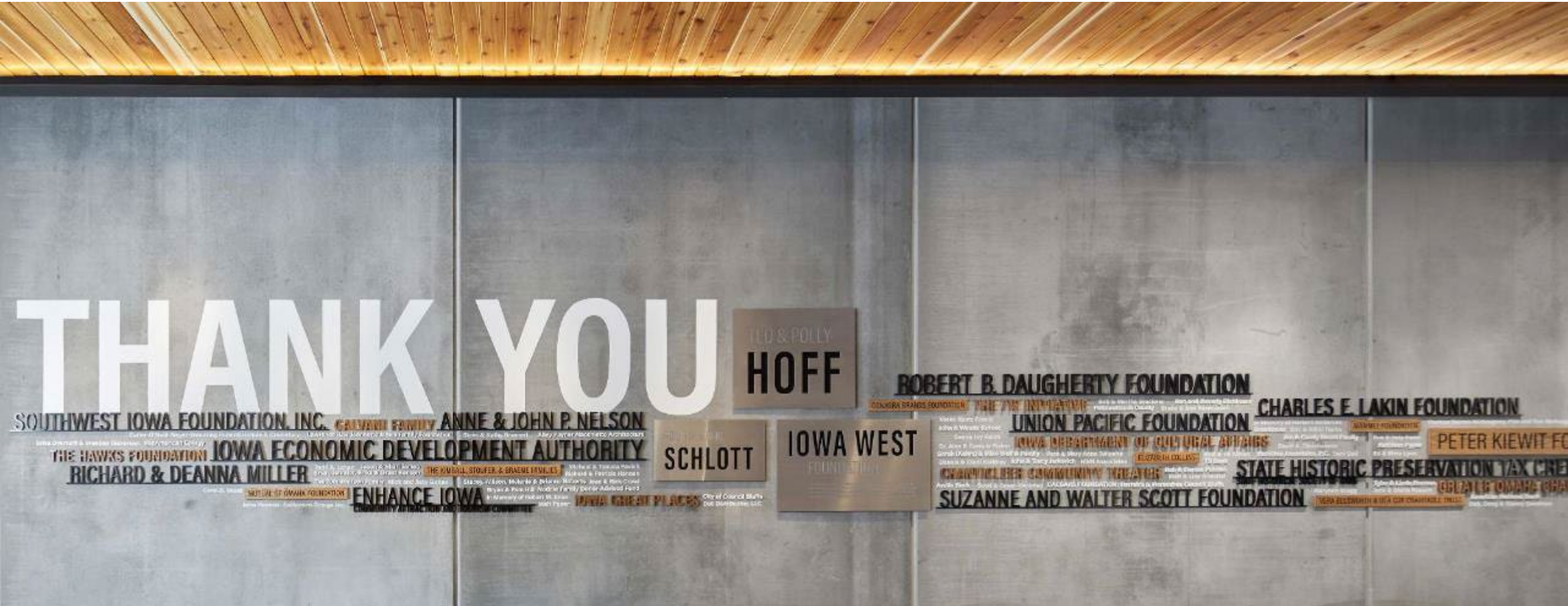
6:30PM>>Cookin' With Kirby

6:30PM>>Silent Book Club

7PM>> PACE Speaker Series - My Life is a Circus: Aerialist



# HOFF FAMILY ARTS & CULTURE CENTER



**Discussion and/or decision to authorize Board  
Chairperson to sign Service Agreement with Stellar  
Services, LLC for the Sheriff's Office.**



## **SERVICE AGREEMENT**

Our service agreements are written with a five-year term. Once the first term is completed, the service agreement continues on in like terms. Our service agreement does include a service clause in it. This means that at anytime that we are not providing the services to you as stated in this proposal or as agreed upon by us, we have 90 days to fix the problem, or you have the right to cancel the agreement and look for a new supplier. We are the only commissary supplier that will put their service levels in writing.

## SERVICE AGREEMENT

This Service Agreement is hereby entered into this 8 day of February, 2024 (the "Effective Date") by and between Stellar Services, LLC, with a place of business at 301 Business Park Circle, Stoughton, Wisconsin 53589 hereinafter called "Provider" and Pottawattamie County Sheriff's Office with a place of business at 1400 Big Lake Road, Council Bluffs, IA 51501, hereinafter called "Client". For purposes of this Service Agreement, Provider and Client shall each be referred to as a "party", and collectively as "the parties."

### RECITALS:

In consideration of the mutual promises and obligations hereinafter set forth to be performed and observed by each of the parties, the parties hereby covenant and agree as follows:

Whereas, the Client is responsible for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with its facilities located at 1400 Big Lake Road, Council Bluffs, IA 51501 (each a "Facility" or, collectively, the "Facilities"); and

Whereas, the Provider is engaged in the provision of Inmate Banking Software, Commissary, Vending; and

Whereas, Client desires to engage Provider to provide the services outlined in Section I-(A) below, and Provider desires to provide these services to Client.

Now, therefore, in consideration of mutual covenants, conditions and promises set forth herein, the parties hereto agree as follows:

### AGREEMENT:

#### I. TERMS & SCOPE OF SERVICES

(A) This Agreement shall continue in full force and effect for a period of Five (5) years beginning on 6/3/2024 and ending on 6/2/2029 (the "Initial Term"). Upon completion of the Initial Term, this Service Agreement will automatically renew under same terms and conditions and will continue for like terms (each, a "Renewal Term") unless one party provides the other party with written notice of its intent not to renew the Service Agreement by certified mail as stated in Section II (M) no less than ninety (90) days prior to the beginning date of the next Renewal Term.

During the Initial Term and any and all Renewal Terms (collectively, the "Term"), Client hereby grants to Provider the exclusive right to do the following at Client's Facilities located within Pottawattamie County:

Provide all candy, snacks, pastry, beverages, miscellaneous items, clothing, personal hygiene items, food products and E-Cigs & Nicotine products (collectively, "Products") through Providers Inmate Commissary and Vending Program Lockdown™. A minimum order of \$150.00 Client sale cost is required before shipment will be made. Multiple orders may be utilized to reach minimum amount required.

**TERMS & SCOPE OF SERVICES Continued:**

**(B) Payment for Commissary – Please check Option 1 or Option 2**

**Option 1: Offsite Commissary**

Commissary profits are paid to the Client's Facility at the profit percentage 35% on the Client menu and will be disbursed after the completion of the previous month (within 30 days after months end). Commissions will be paid on Net Sales. Net sales are Gross sales less any sales tax, indigent sales and non-commissionable items.

**Option 2: Offsite Commissary & Vending**

Commissary profits are paid to the Client's Facility at the profit percentage 25% on the Client menu and will be disbursed after the completion of the previous month (within 30 days after months end). Commissions will be paid on Net Sales. Net sales are Gross sales less any sales tax, indigent sales and non-commissionable items.

**(C) Operational Responsibilities**

Provider shall cause, at its sole expense, the installation of hardware and software that is furnished by Provider. Client agrees to accept the equipment and furnish adequate space, utilities and utility outlets in such locations as mutually agreed upon by both parties. Client also agrees to provide Provider with access to Client's Facilities as necessary for Provider to comply with its installation, repair, maintenance, and removal obligations under this Agreement.

All equipment shall at all times remain the property of the Provider, and any Products provided by Provider shall remain the property of Provider until purchased by an inmate at Client's Facilities. Provider shall remove equipment, software and product promptly upon expiration or termination of this Service Agreement. The data from the software is the property of the Client and will be returned to Client once removed from hardware.

Throughout the term of the Service Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment. Any costs or expenses relating to breakage of equipment by inmates will be billed back to the Client by Provider at our cost, it will be the Client's responsibility to get reimbursed by the inmate that damaged/broke the equipment.

Provider shall comply with all laws, regulations, codes and rules of proper governmental authority in connection with installation and maintenance, and use of its inmate commissary program while in the Client's Facilities and further agrees to procure all licenses and to pay all fees and other charges, which may be required by such laws, regulations, codes and rules.

**Commissary:**

1. Provider shall license and service all equipment on a timely basis at its sole cost and expense and shall be responsible for repairs that arise due to normal wear and tear of equipment. Provider shall update software as needed or available. Provider shall provide up to 4 hours per month of additional training and software work. Excessive amounts (over 6 hrs.) of correcting client created accounting problems shall be billed to client at an hourly rate of \$50.00 per hour.
2. Provider shall determine the prices at which Products shall be sold. The Client shall add items to, or remove items from, its selection of Products. Provider shall be responsible for the determination of resale selling prices. Approval of any increases will not be unreasonably withheld.
3. Provider shall deliver commissary items at least one time per week to the Client. At Client's request, the number of commissary deliveries per week may be increased upon the mutual consent of both parties. All orders will be picked and packed off-site by Provider and shipped directly to Client's Facilities. Vending products will be supplied in bulk. Provider will contract a vending attendant to fill, monitor and track products.
4. Provider shall ship all inmate orders to Client in individual clear bags or clear containers with a receipt to include a list of items and the inmate funds charged. This receipt is to be signed by the inmate with verification of receipt by Client, with a copy given to the inmate and a copy retained by Client (to be produced upon Provider's request). All credits will be processed by the Client to match the Lockdown exception reports.
5. Client shall maintain public liability and property damage insurance covering vandalism, theft or abuse of Provider's equipment and staff on premises at Client's Facilities.
6. Provider shall give Client advance notice of any commissary price increases.
7. It is the Client's responsibility to pay all invoices received from Provider within 14 days of receipt of invoice.
8. Client shall be solely responsible for the management and operation of the inmate banking software program and inmate commissary program at Client's Facilities. Provider shall assume full liability for payment of all sales, use or other taxes on all sales from the inmate commissary program, and shall allow no liens to be placed against the Client's property resulting from Provider's failure to perform its obligations. All persons employed by Provider shall be employees of the Provider and neither the Client nor any agent or employee of the Client shall be or be deemed an employee of the Client.

## **II. General Policies**

### **(A) Cancellation**

1. Either party may cancel this Service Agreement for cause prior to expiration of the Initial Term (or, as applicable, the then-current Renewal Term) if there is an alleged material breach of the term(s) of this Service Agreement by the other party. If either party (the "Non-Breaching Party") believes that the other party (the "Breaching Party") materially breached the terms of this Service Agreement, the Non-Breaching Party may, by written notice, send a demand letter requiring the Breaching Party cure the alleged breach within ninety (90) days. The cure period may be extended to a mutually agreeable date if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), or by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.
2. In the event that Provider's business hereunder should become unprofitable then Provider may cancel this Service Agreement by sending to Client by certified or registered mail as stated in Section (M) below a written notice of Provider's desire to terminate the Service Agreement pursuant to this Section II-(A), specifying a cancellation date for the Service Agreement, which shall be no less than ninety (90) days after the date of which such notice shall be received by Provider.
3. In the event that the Client determines that the system becomes unprofitable, then the Client may terminate this agreement by sending to Provider by certified or registered mail as stated in Section (M) below, a written notice of Client's desire to terminate the Service Agreement pursuant to this Section II-(A)(3), specifying a termination date for the Service Agreement, which shall be no less than ninety (90) days after the date of which such notice shall be received by Client.

**II. General Policies Continued:**

**(B) Indemnification**

1. Subject to the provisions of Section II-(N) below, Provider agrees that it will hold harmless, indemnify, and defend the Client, its officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, to the extent caused by the Provider's negligent performance of professional services under this Service Agreement and the acts or omissions of Provider, its subcontractors or anyone for whom the Provider is legally liable.

2. Subject to the provisions of Section II-(N) below, Client agrees that it will hold harmless, indemnify, and defend the Provider, its officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, and damages to the extent caused by the Client's negligence and the acts or omissions of its officers, contractors, subcontractors or anyone for whom the Client is legally liable.

3. Neither Client nor Provider shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

**(C) Provider's Insurance**

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this agreement.

**(D) Assignment**

In the event that Provider transfers authority of any of the Facilities covered by this agreement, there shall be no required consent by the Client to the assignment of this agreement.

**(E) Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Service Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

**(F) Severability**

The invalidity or unenforceability of any particular provision of this Service Agreement shall not affect the other provisions hereof and this Service Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Service Agreement can still be determined and effectuated.

**II. General Policies Continued:**

**(G) Governing Law**

This Agreement is executed and entered into in the State of Wisconsin, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Wisconsin.

**(H) No Third-Party Beneficiaries**

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

**(I) Exclusivity**

During the term of this Agreement, the Client agrees to grant the Provider exclusive rights to install and maintain Inmate Commissary and Vending Services for all Facilities owned and future Facilities operated or governed by the Client, inclusive of all inmate financial money receipting kiosks and services.

**(J) Confidential Information:**

All financial, operating, pricing, and personnel materials and information, including, but not limited to software, technical manuals, policy and procedure manuals and computer programs relative to or utilized in Provider's business (collectively, the "Provider Proprietary Information") are and shall remain confidential and sole property of Provider and constitute trade secrets of Provider. Client shall keep all Provider Proprietary Information confidential and shall use the Provider Proprietary Information only for the purpose of fulfilling the terms of this Service Agreement. The Client shall not photocopy or otherwise duplicate any materials containing Provider Proprietary Information without the prior written consent of Provider. Upon expiration or any termination of this Agreement, all materials containing any Provider Proprietary Information shall be returned to Contractor.

**(K) Stellar Services Fee Sheet/Equipment/Products**

The Providers' fees charged for specific services are explained in Appendix 1 of this agreement and equipment and wiring responsibilities are outlined in Appendix 2. Provider's Product Order Guide is available in Appendix 3.

**II. General Policies Continued:**

**(L) Entire Agreement; Assignment:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, oral or written between the parties. This Agreement is binding on Provider's and Client's respective assignees and successors. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Any counterpart may be electronically signed and delivered by facsimile or electronic transmission and the delivery of a copy of any executed original or counterpart of this document shall have the same force and effect as the delivery of an executed original.

**(M) Notices:** All notices required by the term of this Agreement to be sent to the other party shall be in writing and forwarded by certified mail addressed as follows:

Provider:	Stellar Services, LLC 301 Business Park Circle Stoughton, WI 53589	Client:	Pottawattamie County Sheriff's Office 1400 Big Lake Road, Council Bluffs, IA 51501
-----------	--	---------	--

**(N) Limitation of Liability:** The parties' liability under this agreement shall be limited as follows: Neither party shall be liable to the other party for consequential damages, including special, indirect, incidental, or punitive damages, arising out of (or relating to) this Service Agreement, irrespective of the negligence of either party or whether such damages result from a claim arising under tort or contract law. As used in this agreement, "consequential damages" includes, without limitation, lost profits, interruption of business or loss of use of client data.

2. The aggregate liability of either party for any damages arising out of or relating to this Service Agreement shall not exceed the total amount paid by Client to Provider under this Service Agreement.

**(O) Recitals:** The recitals set forth at the beginning of this Service Agreement are hereby incorporated into this Service Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

STELLAR SERVICES, LLC

By: *Trey Tracy H. Quisenberry*  
 Signature: *Trey Tracy H. Quisenberry*  
 Title: Regional Account Manager  
 Date: 2-8-24

POTTAWATTAMIE COUNTY SHERIFF'S OFFICE

By: *Steve Winchell*  
 Signature: *S Winchell*  
 Title: Captain  
 Date: 2-8-24

POTTAWATTAMIE COUNTY BOARD CHAIRPERSON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix 2 – Equipment

Stellar Services, LLC agrees to provide the following equipment to Pottawattamie County Sheriff's Office.

- 1 **Dual Tray Printers**
- 1 **Stellar Teller Lobby Kiosk**
- 1 **Booking Money Managers**
- 1 **Database Server – Lockdown**
- 7 **Snack Vending Machines**
- 7 **Soda Vending Machines**

All equipment will remain the property of Provider and will be covered against defects for the entire Service Agreement period. For Kiosks the Provider will also provide an internet Gateway and switch to be installed in a computer room where all the below wiring will go, the Provider will mount all of Operators equipment, Wi-Fi access points will go on the ceilings or walls in the POD areas or hall-ways on linear jails.

**Client Responsibility:**

All wiring for CAT5E/CAT6 (Lobby Kiosk & video Visitation) to be installed and tested with a service loop prior to install. Placement will be determined prior to any installation with Provider's Technical staff. Network Wiring not completed by facility and done by Stellar Services will be billed back to the county.

Internet connectivity.

All electric for any kiosk will be done by a certified electrician and placement will be determined by Provider's Technical Staff.

Placement for Wi-Fi Hotspots that Provider provides in this agreement will be communicated prior to any installation of cabling.

Breakage of equipment by inmates will be billed back to the Client, it will be the Client's responsibility to get reimbursed by the inmate that damaged/broke the equipment.

STELLAR SERVICES, LLC

POTTAWATTAMIE COUNTY SHERIFF'S OFFICE

By: *Eric J. Gressell*

By: *Steve Winchell*

Signature: *[Handwritten Signature]*

Signature: *S. Winchell*

Title: Regional Account Manager

Title: *Captain*

Date: *2-8-24*

Date: *2-8-24*

POTTAWATTAMIE COUNTY BOARD CHAIRPERSON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX 1**

### **Stellar Services Fee Sheet – All Services**

**Commissary/Vending:** Stellar Services sets the pricing on the products for the inmates and disperses to the client a monthly check for the commission on net products sold.

**Lockdown Software:** Provided Free with commissary service.

**Stellar Teller (Lobby Kiosk):** The cash Transaction fee is \$4.00, Credit and debit cards used in the kiosk or booking are charged a minimum of \$4.00 or 10% of the charge whichever is greater.

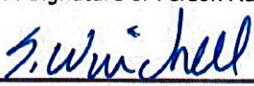
**Booking Money Manager:** No fees

**Inmate Phone Debit Time transfers:** \$1.00 per transfer to inmate phone time. No fee is charged for any refunds back to inmate at release if the phone provider refunds on the system.

**Discussion and/or decision to approve Service  
Agreement with U.S. Department of Justice United State  
Marshals Service Prisoner Operations.**

**U.S. Department of Justice  
United States Marshals Service  
Prisoner Operations Division**

**Office of Detention Services  
Intergovernmental Agreement**

1. Agreement Number 30-00-0035	2. Effective Date February 1, 2024	3. Facility Code(s) 7VQ	4. UEI Number MTEZTN5FHYK5
5. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 <sup>rd</sup> Floor Washington, DC 20530-0001		6. Local Government  Pottawattamie County Jail 1400 Big Lake Road Council Bluffs, IA 51501  Tax ID#: 42-6004433	
7. Appropriation Data  15-1020/XD	8. Local Contact Person: E-mail: Telephone:	Captain Stephen Winchell <a href="mailto:Swinchell@sheriff.pottcounty-ia.gov">Swinchell@sheriff.pottcounty-ia.gov</a> (712) 890-2253	
<b>9. Services</b>		<b>10. Estimated Number of Federal Beds</b>	<b>11. Per Diem Rate</b>
This agreement is for the housing, safekeeping, subsistence, and care of Federal prisoners, in accordance with content set forth herein.		Male: 20 Female: 5 Juvenile: 0 <b>Total: 25</b>	\$150.00
<b>12. Period of Performance</b>		Perpetual	
<b>13. Guard/Transportation Hourly Rate</b>		<b>14. Optional Guard/Transportation Services</b>	
Guard/Transportation Hourly Rate: \$ 59.69  Mileage shall be reimbursed by the Federal Government at the current General Services Administration (GSA) Federal Travel Regulation Mileage Rate.		<input checked="" type="checkbox"/> Medical <input type="checkbox"/> U.S. Courthouse <input checked="" type="checkbox"/> JPATS <input type="checkbox"/> Encompassed _____ <input checked="" type="checkbox"/> Video Teleconferencing (VTC) Hearings <input checked="" type="checkbox"/> Other <u>Hospital Guards</u>	
<b>15. Department of Labor Wage Determination</b>			
<input type="checkbox"/> Wages Incorporated _____			
16. Local Government Certification  <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		17. Signature of Person Authorized to Sign (Local)   _____ Signature Stephen Winchell _____ Print Name Captain _____ Title 1-31-24 _____ Date	
18. Federal Prisoner Type Authorized  <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Transgender	19. Other Authorized Agency User  <input checked="" type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE <input type="checkbox"/> Other _____	20. Signature of Person Authorized to Sign (Federal)  <b>TIFFANI EASON</b> Digitally signed by TIFFANI EASON Date: 2024.02.01 13:59:05 -05'00' _____ Signature Tiffani Eason _____ Print Name Assistant Chief, Intergovernmental Agreements _____ Title _____ Date	

**Table of Contents**

<u>Section Description</u>	<u>Page Number</u>
1. Authority .....	3
2. Purpose .....	3
3. Administration .....	3
4. Place of Performance .....	5
5. Agreements Specialist .....	5
6. Termination .....	5
7. Assignment and Outsourcing of Jail Operations .....	6
8. Medical Services .....	7
9. Affordable Care Act (ACA) .....	8
10. Receiving and Discharging of Federal Prisoners .....	8
11. Prisoner Work Program .....	9
12. Guard/Transportation Services to/from Medical Facility .....	10
13. Guard/Transportation Services to/from U.S. Courthouse .....	11
14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other .....	11
15. Video Teleconference Hearing within the Facility .....	12
16. Optional Guard Services to Video Teleconference Hearing within the Facility .....	12
17. Special Notifications .....	13
18. Body Worn Camera Information Requests .....	13
19. Restrictive Housing and Suicide Prevention .....	13
20. Prison Rape Elimination Act (PREA) .....	14
21. PREA Prisoner Incident Reporting .....	15
22. Federal Acquisition Regulation (FAR) Agreement Provisions .....	15
23. Guaranteed Minimum Bed Space .....	16
24. Economic Rate Adjustments .....	16
25. Billing and Financial Provisions .....	18
26. Payment Procedures .....	18
27. Hold Harmless .....	19
28. Disputes .....	19
29. Review of Services .....	19
30. IGA Amendments .....	20
31. Litigation .....	20
32. The First Step Act .....	20
33. Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody .....	20

### 1. Authority

Pursuant to the authority, 106<sup>th</sup> Congress Public Law 553, Section 119 of the "Department of Justice Appropriations Act, 2001", this Intergovernmental Agreement (hereinafter referred to as "agreement") is entered into between the United States Marshals Service (USMS) (hereinafter referred to as the "Federal Government") and **Pottawattamie County Jail** (hereinafter referred to as "Local Government"), who hereby agree as described in this document.

### 2. Purpose

The Federal Government and the Local Government establish this agreement allowing the USMS or other authorized agency user as noted in block #19, page one (1) of this agreement to house individuals detained on federal charges or federal court orders (hereinafter referred to as "Federal prisoners") with the Local Government at the **Pottawattamie County Jail, 1400 Big Lake Road, Council Bluffs, IA 51501** (hereinafter referred to as "the Facility") designated in block #6 on page one (1) of this agreement.

### 3. Administration (October 2021)

The Local Government shall provide for the secure custody, safekeeping, housing, subsistence, and care of Federal prisoners in accordance with all state, local, and federal laws, standards, regulations, policies, and court orders applicable to the operation of the Facility. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this agreement). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement. Full text of the FPBDS can be found at: <http://www.ASD.usmarshals.gov/prisoner/detention-standards.htm> as an additional reference source for best practices.

**Pottawattamie County Jail** shall comply with Congressional mandates, federal laws, Executive Orders and all existing **Pottawattamie County Jail** policies. **Pottawattamie County Jail** shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.

The USMS ensures the secure custody, care, and safekeeping of USMS prisoners. Accordingly, all housing or work assignments, and recreation or other activities for USMS prisoners are permitted only within secure areas of the building or within the secure external recreational/exercise areas. All work assignments for unsentenced Federal prisoners must be voluntary.

The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief,

or their designee and to the USMS Prisoner Operations Division (POD) at PODCoCIquiries@usdoj.gov.

At all times, the Federal Government shall have access to the Facility and to the Federal prisoners, and to all records pertaining to this agreement, including financial records, for a retention period of three (3) years from the date of request by the Federal Government.

The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.

The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.

The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.

The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.

The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.

The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate.

The Local Government shall provide safe and clean space and items for proper prisoner hygiene.

The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.

The Local Government shall properly inventory, store, and return prisoner property upon release. The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.

The Local Government shall prohibit discrimination on the basis of disability, race, gender, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.

The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners.

(End of Provision)

#### 4. Place of Performance (May 2021)

The principal place of performance for this agreement shall be:

**Pottawattamie County Jail, 1400 Big Lake Road, Council Bluffs, IA 51501**

(End of Provision)

#### 5. Agreements Specialist (November 2021)

The Contracting Officer (KO) may designate in writing one or more government employees, by name and position title, to act for the KO under this agreement. Each designee shall be identified as an Agreements Specialist. Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee(s) shall not change the terms or conditions of the agreement, unless the Agreements Specialist is a warranted KO, and this authority is delegated in the designation.

The Agreements Specialist is:

Name: **Ramona Mosby**  
Title: **Contract Specialist**  
Contact Information: **(202) 868-8455**

(End of Provision)

#### 6. Termination (May 2021)

The agreement can be terminated by either party for any reason. The requesting party, requester, seeking to terminate this agreement may do so by providing a written notice to the receiving party, requestee, at least thirty (30) calendar days in advance of the proposed termination date. An exception is made when an emergency situation requires the immediate relocation of Federal prisoners.

In order for the Local Government to initiate a termination of this agreement, the Local Government must:

- a. As noted in this section, paragraph one above, the Local Government shall provide the Federal Government via the KO or designee a written notification by email at least thirty (30) calendar days in advance of the potential termination date unless an emergency situation requires the immediate relocation of Federal prisoners.
- b. The Local Government shall provide adequate time, if applicable, for the Federal Government to transport and relocate Federal prisoners. Based on the number of Federal prisoners at the facility, a thirty (30) day notice may not be adequate to vacate the premises; thus, the Local Government shall agree to provide the Federal Government a reasonable time frame to exit the facility.



- c. The Local Government shall work with the Federal Government to locate alternative housing solutions for the Federal prisoners.
- d. The Local Government may not request rate or per-diem increases once the Local Government has provided a termination notice to the Federal Government and the Federal Government has acknowledged the receipt of before mentioned notice.

Where the Local Government has received a cooperative agreement through the POD's Cooperative Agreement Program, termination and other applicable provisions shall:

- a. be incorporated into this agreement;
- b. survive after the expiration of the cooperative agreement; and
- c. supersede the termination provisions of this agreement.

(End of Provision)

### **7. Assignment and Outsourcing of Jail Operations (May 2021)**

The overall management and operation of the Facility housing Federal prisoners shall not be contracted out without the prior written notification of the Federal Government.

(End of Provision)

### **8. Medical Services (May 2021)**

The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.

The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.

*The Local Government shall notify the local USMS district office of any infectious disease outbreak.*

The Local Government shall provide Federal prisoners with the same level and range of care **inside** the Facility as that provided to state and local prisoners. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal prisoners. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and any prescription medications routinely stocked by the Facility. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per-diem rate. The Federal Government will pay for the cost of specialized medical services not routinely provided within the Facility, such as dialysis.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal prisoners. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government shall utilize outside medical care providers that are covered by the USMS' NMCC

Preferred Provider Network to the maximum extent practicable. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal prisoners must be on Centers for Medicare and Medicaid Services (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.

All **outside** medical care provided to Federal prisoners must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. The Local Government shall notify the Federal Government immediately regarding the nature of the Federal prisoner's illness or injury as well as the types of treatment provided.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails*. TB testing shall occur within 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.

When a federal prisoner is being transferred or released from the Facility, they will be provided with a minimum of seven (7) days of prescription medications and any medications already dispensed to the prisoner. Medical records and Form USM-553, *Prisoner in Transit Medical Summary* must travel with the Federal prisoner. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal prisoner is transferred.

Federal prisoners may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18 U.S.C. Section 4013(d). The Federal Government is not responsible for medical co-payments and shall not be billed if the federal prisoner is indigent and cannot make the co-payment. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment.

(End of Provision)

**9. Affordable Care Act (ACA) (May 2021)**

Upon release of a Federal prisoner, the Local Government shall provide information regarding the Affordable Care Act (ACA). The ACA website is located at: <http://www.hhs.gov/healthcare/about-the-aca/index.html>.

(End of Provision)

**10. Receiving and Discharging of Federal Prisoners (May 2021)**

The Local Government agrees to accept Federal prisoners only upon presentation by a Law Enforcement Officer (LEO), USMS Task Force Officer (TFO) or a USMS designee with proper credentials.

The Local Government shall not relocate a Federal prisoner from one facility under its control to another facility not described in this agreement without permission of the Federal Government. Additional facilities within the same agreement shall be identified in a modification.

The Local Government agrees to release Federal prisoners only to LEOs of the authorized Federal Government agency initially committing the Federal prisoner (e.g., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE)) or to a Deputy United States Marshal (DUSM) or USMS designee with proper credentials. Those Federal prisoners who are remanded to custody by the USMS may only be released to the USMS or an individual specified by the USMS in the Judicial District.

USMS Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

(End of Provision)

**11. Prisoner Work Program (November 2021)**

Federal prisoner labor shall be used in accordance with the Federal prisoner work plan developed by the Local Government and approved by the USMS. The Federal prisoner work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. Federal prisoners may not be required to work. Federal prisoners may volunteer to work within the secure confines of the facility if they sign a waiver of their right not to work. A Federal prisoner with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with retainers for pending charges with other local, state, or federal agencies will not be considered for the volunteer program. Federal prisoners are not permitted to act as trustees and may not work in positions that permit unsupervised contact with segregated prisoners or Federal prisoners of the opposite sex.

The Federal prisoners are restricted from operating equipment that may expose the Federal prisoners to grave bodily harm or any work assignment requiring security risk items and controlled

tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens, or other inmates. Federal prisoners will not have access to prisoner or employee records. The Local Government will ensure that prisoners who volunteer to work are prohibited from bringing on Person medications while at the worksite.

Federal prisoners must obtain required medical clearances before working in the food service areas. The Federal prisoner work program shall not conflict with any other requirements of the agreement and must comply with all applicable laws and regulations. Federal prisoners shall not be used to perform the responsibilities or duties of an employee of the Local Government. Appropriate safety/protective clothing and equipment shall be provided to Federal prisoner workers as appropriate. Federal prisoners shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands. Federal prisoner workers can be paid the identical rates of pay as other facility prisoners.

Federal prisoners shall be required to participate in normal housekeeping duties which help ensure the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure that Federal prisoners keep their living areas clean.

(End of Provision)

**12. Guard/Transportation Services to/from Medical Facility (May 2021)**

When Medical Facility in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal prisoners admitted to a medical facility.

These services shall be performed by at least two (2) armed and qualified LEOs or Correctional Officers (CO) according to the criteria specified by the County Entity running the facility. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by attaching at least one extremity to the hospital bed, stretcher, or chair at all times when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

**13. Guard/Transportation Services to/from U.S. Courthouse (May 2021)**

When U.S. Courthouse in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at its facility to and from the U.S. Courthouse. These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation guard will turn Federal prisoners over to the USMS only upon presentation of proper law enforcement credentials.

The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the USMS who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at [PODCoCInquiries@usdoj.gov](mailto:PODCoCInquiries@usdoj.gov).

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

**14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other (May 2021)**

When JPATS, Other or both in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal prisoners housed at its facility to and from the JPATS or other locations designated by the Federal Government.

These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

The Local Government shall not transport Federal prisoners to the airlift or any other location without a specific request from the USMS who will provide the prisoner's name, location (district), and the date the prisoner is to be transported.

The Local Government shall turn Federal prisoners over to the USMS or an officer specified by the USMS only upon presentation of proper credentials.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at [PODCoCInquiries@usdoj.gov](mailto:PODCoCInquiries@usdoj.gov).

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

**15. Video Teleconference Hearings within the Facility (October 2021)**

If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

(End of Provision)

**16. Optional Guard Services to Video Teleconference Hearings within Facility (May 2021)**

When Video Conferencing (VTC) Hearings in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal prisoners housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VTC within its facility per instruction of the Federal Judiciary.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

(End of Provision)

**17. Special Notifications (May 2021)**

The Local Government shall notify the Federal Government of any activity by a Federal prisoner, which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal prisoner. The Local Government shall use all reasonable means to apprehend the escaped Federal prisoner and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal prisoners. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal prisoner is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of a medical emergency, death, or assault on or by a Federal prisoner, the Local Government shall immediately notify the Federal Government.

(End of Provision)

**18. Body Worn Camera Information Requests (November 2021)**

If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

(End of Provision)

**19. Restrictive Housing and Suicide Prevention (May 2021)**

For the purposes of this agreement, "restrictive housing" means any type of detention that involves all of the following elements:

- a. Removal from the general population, whether voluntary or involuntary;
- b. Placement in a locked room or cell, whether alone or with another prisoner; and
- c. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this agreement, "vulnerable population" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to: juveniles; young adults (age 18-24 at time of admission through conviction); prisoners with serious mental illness; lesbian, gay, bisexual, transgender, intersex, and gender nonconforming prisoners; pregnant and postpartum prisoners; and prisoners with medical needs.

The Local Government shall have written policies, procedures, and practices requiring that all prisoners in restrictive housing are personally observed by a CO at least twice per hour, but no more than thirty (30) minutes apart, on an irregular schedule. Prisoners who are violent or mentally ill or who demonstrate unusual or bizarre behavior shall receive more frequent observation; suicidal prisoners shall be under constant observation.

The Local Government shall immediately notify the appropriate Chief Deputy U.S. Marshal (CDUSM), or designee, and POD at [rhinquiries@usdoj.gov](mailto:rhinquiries@usdoj.gov) when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS prisoners who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. When no USMS prisoners have been placed in restrictive housing during the reporting month, the Local Government shall notify USMS that there are no USMS prisoners to report. The report or a notification of no USMS prisoners in restrictive housing shall be submitted to the CDUSM or his or her designee and POD at [rhinquiries@usdoj.gov](mailto:rhinquiries@usdoj.gov), no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

Additional prisoner suicide prevention resources can be found at: [https://www.usmarshals.gov/prisoner/suicide\\_prevention.htm](https://www.usmarshals.gov/prisoner/suicide_prevention.htm) and <https://nicic.gov/>.

(End of Provision)

## **20. Prison Rape Elimination Act (PREA) (November 2021)**

The Facility must post Prison Rape Elimination Act (PREA) brochure/bulletins in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations at: (<https://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea>).

All sexual harassment and sexual assaults of or by a USMS prisoner must be reported to the district CDUSM or designee and the POD at: [PREAinquiries@usdoj.gov](mailto:PREAinquiries@usdoj.gov).

In accordance with PREA, the Facility must arrange for a PREA audit every three (3) years. The Facility must maintain PREA compliance or be actively working towards compliance. Additional resources can be found at: <https://www.prearesourcecenter.org/>.

Templates for PREA posters and brochures can be found at: <https://www.prearesourcecenter.org/library/search?keys=poster&cat=All>

(End of Provision)

## **21. PREA Prisoner Incident Reporting (November 2021)**

PREA posters shall contain information on how to report a sexual assault by using one of the following methods:



- Speaking with a staff member;
- Writing a letter reporting the alleged sexual misconduct to the person in charge or the USMS. To ensure confidentiality, use special (Legal) mail procedures;
- Filing an Emergency Prisoner Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the CDUSM. You can get the forms from your housing unit officer, or a Facility supervisor;
- Writing to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530; or
- Calling, **at no expense to the victim**, the OIG. The phone number is 1-800-869-4499.

All allegations of sexual abuse reported to Facility staff must be reported and will be investigated. Information concerning the identity of a prisoner victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the prisoner-victim's welfare and for law enforcement investigative purposes.

(End of Provision)

## **22. Federal Acquisition Regulation (FAR) Agreement Provisions (May 2021)**

This agreement incorporates the following agreement provisions by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at: <http://www.acquisition.gov>.

### **Agreement Provisions:**

FAR 52.222-41 Service Contract Labor Standards. (Aug 2018)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

FAR 52.222-43 Fair Labor Standards Act and the Service Contract Labor Standards – Price Adjustment (Multiyear and Option Contracts) (August 2018)

The current Local Government per-diem rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination in block #15 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR 52.222.43 (f), that it must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within thirty (30) days after receiving a new wage determination.

(End of Provision)

### 23. **Guaranteed Minimum Bed Space (September 2021)**

This IGA **does not** contain a guaranteed minimum for bed space.

(End of Provision)

### 24. **Economic Rate Adjustments (October 2021)**

The Federal Government will use various price analysis techniques and procedures to ensure the rates established by this agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

- a. Comparison of the requested rate with the Independent Government Estimate for detention services, otherwise known as the Core Rate;
- b. Comparison with rates at other state or local facilities of similar size and economic conditions;
- c. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items; and
- d. Evaluation of the provided jail operating expense information.

The firm-fixed price per-diem rate for services is stipulated in block #11 on page one (1) of this agreement and shall not be subject to adjustment on the basis of **Pottawattamie County Jail** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this agreement forward for **thirty-six (36) consecutive months**. The per-diem rate covers the support of one Federal prisoner per "Federal prisoner day", which shall include the day of arrival, but not the day of departure.

The per-diem rate and the guard/transportation hourly rate will remain unchanged during the renewal period(s) unless the Local Government requests an economic rate adjustment. To request a per-diem economic rate adjustment, the Local Government will need to access USMS' Capture system via the Law Enforcement Enterprise Portal (LEEP) at <https://portal.cjis.gov/wps/myportal/LEEPNG>. The Local Government may contact the Agreements Specialist for more information.

An economic rate adjustment to either rate can be requested by the Local Government after **thirty-six (36) months of continuous performance**. Request for economic rate adjustments prior to the ending of the **thirty-six (36) month period** preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrants a review of an out of cycle economic rate adjustment. Granting an out of cycle economic rate adjustment is not guaranteed.

To request an out of cycle per-diem economic rate adjustment, the Local Government will need to follow the same instructions as requesting an economic rate adjustment during the renewal period. For the request to be considered, the Local Government must demonstrate that its costs have substantially increased during the current **thirty-six (36) month period**. The Local Government shall provide the Agreements Specialist documentation to include cost and pricing data to justify

the facility's out of cycle economic rate adjustment request. The request and its supporting documentation are the sole responsibility of the Local Government to provide a complete request package to the Agreements Specialist. Incomplete or missing data may delay the request being processed or causing the request to be denied altogether.

Two (2) or more out of cycle economic rate adjustment requests within the same **thirty-six (36) month period** with an aggregate proposed increase of 25% or more are not permissible under this agreement.

(End of Provision)

## **25. Billing and Financial Provisions (May 2021)**

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal prisoners housed at the Facility.

Address(es) for the component(s) is/are:

**United States Marshals Service**

District: **Southern District of Iowa**

Address: 123 East Walnut Street, Room 343, Des Moines, IA 50309

Contact Information: (515) 284-6240

**United States Marshals Service**

District: **District of Nebraska**

Address: 111 South 18<sup>th</sup> Plaza, Suite B-06, Omaha, NE 68102

Contact Information: (402) 221-4781

**Federal Bureau of Prisons**

RRM Kansas City

400 State Avenue, Room 131, Kansas City, KS 66101

(913) 551-1117

**US Immigration and Customs Enforcement**

St. Paul Enforcement & Removal Operations Field Office

1 Federal Drive, Suite 1601

Fort Snelling, MN 55111

(612) 843-8600

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal prisoner, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the 31 U.S.C Section 1341 – Limitations on expending and obligating amounts.

(End of Provision)

**26. Payment Procedures (May 2021)**

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this agreement. The payments will be made promptly after the district office has received and certified the invoice is correct.

(End of Provision)

**27. Hold Harmless (May 2021)**

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

(End of Provision)

**28. Disputes (May 2021)**

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

(End of Provision)

**29. Review of Services (November 2021)**

Review standards for prisoners may differ among authorized agency users. The Local Government agrees to allow periodic unannounced reviews by Federal Government, to include approved Federal contractors, in accordance with the standards required by any or all of the Federal authorized agency users whose prisoners may be housed pursuant to this Agreement. A summary of inspection findings will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. If the Federal Government identifies significant finding(s) during the review, the Local Government will provide the Federal Government with a corrective action plan to address the issue(s).

(End of Provision)

**30. IGA Amendments (May 2021)**

For all amendments except for full or partial terminations, either party may initiate a request for amendment to this agreement in writing. All amendments negotiated will be effective only upon written approval of both parties.

(End of Provision)

**31. Litigation (May 2021)**

The Federal Government shall be notified, in writing, of all litigation pertaining to this agreement and provided copies of any pleadings filed or said litigation within five (5) business days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

(End of Provision)

**32. The First Step Act (May 2021)**

This agreement refers the Local Government facility operations and administrations to the following sections of the First Step Act:

- a. Section 613 of Public Law 115-391 the FIRST STEP Act of 2018 and 18 USC 5043 with respect to any USMS juveniles in custody.
- b. Section 301 of Public Law 115-391 the FIRST STEP Act of 2018 and that pursuant to USMS policy that these requirements have been adopted for all pregnant and postpartum USMS prisoners, regardless of case status. The postpartum period is twelve weeks after childbirth, miscarriage, or abortion.

(End of Provision)

**33. Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody (February 2022)**

The facility, to the extent practicable and appropriate, will provide federal prisoners educational materials related to voter registration and voting and, upon request by the federal prisoner, facilitate voting by mail by prisoners who are eligible to vote under the laws of the applicable jurisdiction. The facility will work with state and local election officials and, in appropriate circumstances, may also work with other reliable sources of voter information to assist federal prisoners with voter registration, voting by mail, and notification of upcoming elections. This clause does not endorse or advocate in support of or in opposition to any candidate or political party.

(End of Provision)

Page 18 of 19

Local Government (initial): SW  
Federal Government (initial): TE

(End of Agreement)

U.S. Department of Justice  
United States Marshals Service

### Detention Facility Review

Date of Detention Facility Review (DFR)

Name of Detention Facility Inspector Conducting DFR

#### FACILITY FACTS

##### FACILITY OVERVIEW

Facility Name

Physical Address

Phone Number

Fax Number

City

State

Zip Code

County

District

Contract/Agreement Number

Contract/Agreement Type (Private, IGA, LUA)

Expiration Date

Closest USMS Office Name

Driving Time from Closest  
USMS Office

minutes

Driving Distance from  
Closest USMS Office

miles

Date of Last USMS  
Detention Facility Review

##### Points of Contact

(If needed, use "Other Notes Section" on last page to document more than one point of contact.)

Title

Name

Type of Contact

Phone Number

Extension

Email Address

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

**Prisoner Information** (Annotate the number of prisoners per category)

	Adult Male	Adult Female	Juvenile Male	Juvenile Female	Total
Facility Bed Capacity	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Facility Average Daily Population (Last 12 Months)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
USMS Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Local/Non-Federal Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bureau of Prisons Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ICE Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Security Staff Information** (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Warden	<input type="text"/>	<input type="text"/>
Assistant Warden	<input type="text"/>	<input type="text"/>
Chief of Security	<input type="text"/>	<input type="text"/>
Shift Supervisors	<input type="text"/>	<input type="text"/>
Other Supervisors	<input type="text"/>	<input type="text"/>
Corrections Officers	<input type="text"/>	<input type="text"/>
Transportation Officers	<input type="text"/>	<input type="text"/>
Perimeter Security	<input type="text"/>	<input type="text"/>
Restrictive Housing Security	<input type="text"/>	<input type="text"/>
Other Security	<input type="text"/>	<input type="text"/>

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.



**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

**Medical Staff Information** (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Physician	<input type="text"/>	<input type="text"/>
Physician's Assistant	<input type="text"/>	<input type="text"/>
Nurse Practitioner	<input type="text"/>	<input type="text"/>
Registered Nurse	<input type="text"/>	<input type="text"/>
Licensed Practical Nurse	<input type="text"/>	<input type="text"/>
Mental Health Professional	<input type="text"/>	<input type="text"/>
Other Medical Staff	<input type="text"/>	<input type="text"/>

**Contraband**

List facility's total number of contraband incidents since last USMS DFR (if applicable).

Drugs or Alcohol <input type="text"/>	Drugs or Alcohol Paraphernalia <input type="text"/>	Electronic Devices <input type="text"/>
Electronic Device Accessory <input type="text"/>	Weapon <input type="text"/>	Tool <input type="text"/>

**Incidents**

List facility's total number of incidents since last USMS DFR (if applicable).

Suicides <input type="text"/>	Suicide Attempts <input type="text"/>	Escapes <input type="text"/>	
Escape Attempts <input type="text"/>	Physical Assaults on Prisoners <input type="text"/>	Physical Assaults on Staff <input type="text"/>	
Health Care Grievances <input type="text"/>	Natural Deaths <input type="text"/>	Sexual Assaults on Prisoners <input type="text"/>	
Sexual Assaults on Staff <input type="text"/>	Homicides <input type="text"/>	Riots/Disturbances <input type="text"/>	
Overdose Deaths <input type="text"/>	Overdoses <input type="text"/>	Use of Force <input type="text"/>	Excessive Use of Force <input type="text"/>

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Was the USMS notified of all incidents involving USMS prisoners?

Yes    No

**Incidents Not Reported**

(If needed, use "Other Notes Section" on last page to document more than one incident.)

Incident Type (Use Incident types listed above)	Incident Subtype (Leave blank)	Date of Incident
<input type="text"/>	<input type="text"/>	<input type="text"/>

Remarks

**Court Action**

(If needed, use "Other Notes Section" on last page to document more than one action)

Are there any court orders or pending major litigation affecting the facility?

Yes    No

Case Name/Case Number	Functional Area	Date of Court Filing
<input type="text"/>	<input type="text"/>	<input type="text"/>

**ADMINISTRATION AND MANAGEMENT**

**Policy Development and Monitoring**

Does the facility maintain policies and procedures that describe facility operations, maintenance and administration?

Yes    No

Do policies have a date documenting the last time the responsible facility manager/administrator reviewed them to ensure they remain current, accurate and relevant to the facility's operation?

Yes    No

If 'Yes', Date of Last Internal Review

**Policy Communication and Access**

Are policies and procedures communicated to all employees?

Yes    No

Does staff have 24/7 access to policies and procedures?

Yes    No

**Prisoner Property and Money**

Does the facility properly inventory prisoner property?

Yes    No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Does the facility properly store prisoner property?

Yes  No

Does the facility properly return prisoner property?

Yes  No

Does the facility properly inventory prisoner money?

Yes  No

Does the facility properly store prisoner money?

Yes  No

Does the facility properly return prisoner money?

Yes  No

**Prisoner Release**

---

Has the facility erroneously released ANY prisoner(s) during the review period?

Yes  No

Total number of non-USMS prisoners erroneously released

Total number of USMS prisoners erroneously released

**Accommodations for Prisoners with Disabilities**

---

If the facility accepts prisoners with disabilities, are adequate accommodations made available for these prisoners?

Yes  No

**Contingency/Emergency Plans**

---

Does the facility have a written emergency plan in place for situations that threaten facility security? (e.g., riots, hunger strikes, disturbances, escapes, and hostage situations.)

Yes  No

Is a hard copy of the emergency plan available for incorporation into the district's detention plan?

Yes  No

Does the emergency plan have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, and relevant to the facility's operation?

Yes  No

If 'Yes', Date of Last Emergency Plan Review

Does the facility have a written contingency plan in place for situations involving mass prisoner relocation? (e.g., weather, fire, flooding, facility not habitable.)

Yes  No

Is a hard copy of the contingency plan available for incorporation into the district's detention plan?

Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**



**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

How many criminal allegations of staff misconduct were reported to law enforcement since the last USMS DFR (if applicable)?

**Prisoner Anti-Discrimination**

---

Does the facility have a prisoner anti-discrimination policy that addresses:

- Age?  Yes  No
- Disability?  Yes  No
- Equal Pay/Compensation?  Yes  No
- Genetic Information?  Yes  No
- Harassment?  Yes  No
- National Origin?  Yes  No
- Pregnancy?  Yes  No
- Race/Color?  Yes  No
- Religion?  Yes  No
- Retaliation?  Yes  No
- Sex?  Yes  No
- Gender Identity?  Yes  No
- Sexual Preference?  Yes  No
- Sexual Harassment?  Yes  No
- Are services, programs, and activities provided to all eligible prisoners?  Yes  No

**Prison Rape Elimination Act (PREA) Compliance**

---

Does the facility have a PREA compliance program?

- Yes  No

Does the program address the following items:

- Zero tolerance toward all forms of sexual abuse and sexual harassment?  Yes  No
- Prevention and response planning?  Yes  No
- Prisoner training and education?  Yes  No
- Employee training and education?  Yes  No
- Screening for risk of sexual victimization?  Yes  No
- Reporting and investigations?  Yes  No
- Discipline?  Yes  No
- Medical/ mental health care?  Yes  No
- Auditing?  Yes  No
- Corrective action?  Yes  No
- State compliance?  Yes  No

Has the facility had an audit conducted by a DOJ certified PREA auditor within the past 3 years?

- Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

If 'No' to the previous question, has a DOJ PREA audit been scheduled?

Yes  No

Scheduled DOJ PREA Audit Date

Is a hard copy of the PREA audit available?

Yes  No

If 'Yes', Audit Date

What was the name of the Auditor?

Is there a corrective action plan in place?

Yes  No

Has corrective action taken place?

Yes  No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes  No

**HEALTH CARE**

---

**Intake and Screening**

---

Does the facility have policy or procedures for medical screening during intake?

Yes  No

Do all prisoners undergo medical screening during the initial intake process?

Yes  No

If 'No', how long after intake does the screening occur?

 months  days

Is a comprehensive health appraisal for each prisoner completed within 14-days after initial intake?

Yes  No

If 'No', how long after intake does the appraisal occur?

 months  days

Does the facility ensure TB testing during the initial intake process?

Yes  No

If 'No', how long after intake does the TB test occur?

 months  days

Are TB test results provided to the USMS within 14 days?

Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

If 'No', when were results provided?

months  days

Do all prisoners undergo mental health screening during the initial intake process?

Yes  No

If 'No', how long after intake does the mental health screening occur?

months  days

Do all prisoners undergo dental health screening during the initial intake process?

Yes  No

If 'No', how long after intake does the dental health screening occur?

months  days

Are all medical screening results reviewed by a physician?

Yes  No

How long after intake does this occur?

months  days

Are medical screening records maintained for every prisoner?

Yes  No

**Medical, Dental, and Mental Health**

---

Does the facility have a medical unit staffed 24/7?

Yes  No

Does the facility employ an on-site mental health professional?

Yes  No

Are prisoners with mental health issues identified as part of the vulnerable population?

Yes  No

Are prisoners with mental health issues referred to qualified mental health professionals?

Yes  No

**Routine, Chronic, and Emergency Health Services**

---

Are all prisoners made aware of the process for requesting health care services?

Yes  No

Does the facility have a policy or procedures for identifying medical emergencies?

Yes  No

Does the facility provide access to prescription medication?

Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the facility participate in the NMCC?

Yes  No

Does the facility have an onsite pharmacy?

Yes  No

Does the facility document prisoner health care grievances?

Yes  No

**Response to Medical, Mental and Dental Health Needs**

---

Are all prisoners who require health care beyond the capacity of the facility transferred to a facility where such care is available?

Yes  No

Are facility staff CPR/First Aid certified?

Yes  No

With the exception of emergencies, does the facility use POD Medical Management to request approval for outside medical services?

Yes  No

Does the facility immediately notify the district in the event of a USMS prisoner medical emergency?

Yes  No

**Suicide Prevention**

---

Does the facility have a suicide prevention program?

Yes  No

Does the facility document staff training for prisoner suicide prevention?

Yes  No

Does the facility have procedures for identifying prisoners at risk for suicide?

Yes  No

Does the facility have procedures for monitoring prisoners at risk for suicide?

Yes  No

How often are welfare inspections conducted on suicidal prisoners?

Select...

Does the facility report suicidal gestures, remarks, tendencies and attempts to the USMS?

Yes  No

Does the facility provide mental health services to suicidal prisoners?

Yes  No

Does the facility report restrictive housing of suicidal prisoners to the USMS?

Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.



UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

How many suicidal prisoners were placed in restrictive housing during the rating period?

**Prisoner Death**

Does the facility have procedures to respond to a prisoner's death?

Yes  No

Does the facility immediately notify the USMS in the event of a USMS prisoner death?

Yes  No

Does the facility review each prisoner death?

Yes  No

**Infectious Disease**

Does the facility have policy or procedures to address the management and reporting of infectious and communicable diseases?

Yes  No

Does the plan include:

- |               |                           |                          |
|---------------|---------------------------|--------------------------|
| HIV?          | <input type="radio"/> Yes | <input type="radio"/> No |
| Tuberculosis? | <input type="radio"/> Yes | <input type="radio"/> No |
| Hepatitis?    | <input type="radio"/> Yes | <input type="radio"/> No |
| Influenza?    | <input type="radio"/> Yes | <input type="radio"/> No |
| Chlamydia?    | <input type="radio"/> Yes | <input type="radio"/> No |
| COVID?        | <input type="radio"/> Yes | <input type="radio"/> No |
| Ebola?        | <input type="radio"/> Yes | <input type="radio"/> No |
| HPV?          | <input type="radio"/> Yes | <input type="radio"/> No |
| Salmonella?   | <input type="radio"/> Yes | <input type="radio"/> No |
| Scabies?      | <input type="radio"/> Yes | <input type="radio"/> No |
| Zika?         | <input type="radio"/> Yes | <input type="radio"/> No |
| E. coli?      | <input type="radio"/> Yes | <input type="radio"/> No |
| Chicken Pox?  | <input type="radio"/> Yes | <input type="radio"/> No |

Does the facility have an infectious and communicable disease policy or procedures to:

Include identify prisoners with infectious and communicable diseases?  Yes  No

Treat prisoners with infectious and communicable diseases?  Yes  No

Quarantine prisoners with infectious and communicable diseases?  Yes  No

Does the facility report all cases of infectious and communicable diseases to the USMS?

Yes  No

Does the facility maintain adequate PPE for all staff in the event of a pandemic?

Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the facility maintain adequate PPE for all prisoners in the event of a pandemic?

Yes  No

**SECURITY AND CONTROL**

---

**Correctional Supervision**

---

Are correctional officer posts located in, or immediately adjacent to, prisoner living areas so officers can respond promptly to emergency situations?

Yes  No

Are prisoners managed and supervised 24/7?

Yes  No

**Security Features**

---

Are weekly inspections of all security devices conducted?

Yes  No

**Security Inspections**

---

Does the facility conduct intermittent security sweeps of all areas prisoners occupy?

Yes  No

**Searches and Contraband**

---

Does the facility have procedures for searching prisoners for contraband upon arrival to the facility?

Yes  No

Does the facility have procedures for searching prisoners for contraband prior to transporting the prisoner?

Yes  No

Does the facility have procedures for searching prisoners for contraband after prisoner visitation?

Yes  No

Does the facility have procedures for searching prisoners for contraband after work details?

Yes  No

Does the facility notify the USMS if a USMS prisoner is found with contraband?

Yes  No

**Prisoner Accountability and Supervision**

---

Does the facility have procedures for physically counting prisoners?

Yes  No

Number of counts per day

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

**Use of Force**

Does the facility have procedures for use of force?

Yes  No

Does the facility document and report use of force?

Yes  No

Does the facility investigate all use of force incidents?

Yes  No

**Non-routine Use of Restraints**

Does the facility have procedures for use of restraints?

Yes  No

Is the use of restraints on pregnant or postpartum USMS prisoners reported to the USMS?

Yes  No

Number of pregnant USMS prisoners since the last USMS DFR (if applicable).

Number of times pregnant or postpartum USMS prisoners were restrained since the last USMS DFR (if applicable).

**Key Control**

Is the use of keys controlled and inventoried?

Yes  No

**Tools and Culinary Equipment Control**

Is the use of tools and culinary equipment controlled and inventoried?

Yes  No

How many missing items during the rating period?

**Weapons Control**

Does the facility have procedures for the control and use of firearms and less-than-lethal devices?

Yes  No

**Prisoner Handbook and Discipline**

Do prisoners have 24/7 access to a prisoner rule/handbook in English?

Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Does the English prisoner rule/handbook include facility rules and disciplinary procedures for violations?

Yes  No

Do prisoners have 24/7 access to a prisoner rule/handbook in Spanish?

Yes  No

Does the Spanish prisoner rule/handbook include facility rules and disciplinary procedures for violations?

Yes  No

**Restrictive Housing**

---

Does the facility have written procedures for restrictive housing?

Yes  No

Does the facility have written procedures for monitoring prisoners in restrictive housing?

Yes  No

Does the facility immediately report restrictive housing of any USMS prisoner in the vulnerable population?

Yes  No

How many USMS prisoners in the vulnerable population were placed in restrictive housing since the last USMS DFR (if applicable)?

Does the facility report restrictive housing of every USMS prisoner, monthly to the USMS?

Yes  No

How many USMS prisoners were placed in restrictive housing since the last USMS DFR (if applicable)?

How does the facility report restrictive housing to the USMS?

Email  Invoices  Restrictive Housing Module

Does the facility have procedures for reintegration of a prisoner from restrictive housing into the general population?

Yes  No

Does the facility notify the prisoner of the reason for restrictive housing?

Yes  No

**Criminal Organization**

(If needed, use "Other Notes Section" on last page to document more than one organization.)

---

Does the facility collect criminal organization or security threat group information?

Yes  No

Name of Criminal Organization

Category (Leave blank)

Organization Level (Leave blank)

OID (Leave blank)

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

Remarks

**FOOD SERVICE**

---

**Sanitation Requirements**

Has the facility been inspected by an external party within the past 12 months to ensure that the food service and equipment meets established health, sanitation, and safety protocols?

Yes  No

If 'Yes', Date of Inspection

Were any violations identified?

Yes  No

Have those violations been corrected?

Yes  No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes  No

**Adequate and Varied Meals**

---

Does the facility provide 3 meals per day?

Yes  No

Does the facility provide a minimum of 2 hot meals per day?

Yes  No

Does the facility provide meals that are nutritionally adequate and varied, as approved by a dietitian?

Yes  No

Does the facility serve meals that match the approved meal menus?

Yes  No

Does the facility provide special meals for prisoner religious or medical needs?

Yes  No

**SAFETY AND SANITATION**

---

**Fire Safety**

Are annual fire safety inspections conducted by state or local fire officials?

Yes  No

If 'Yes', Date of Inspection

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Were any violations identified?

Yes  No

Have those violations been corrected?

Yes  No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes  No

**Control of Dangerous Materials**

---

Does the facility have procedures for the maintenance, inventory, and storage of flammable, toxic, and caustic materials and chemicals?

Yes  No

Does the facility have adequate personal protective equipment for the safe handling of chemicals?

Yes  No

Does the facility receive training on the safe use of each chemical?

Yes  No

If yes to the above question, is the training documented?

Yes  No

**Clothing, Laundry and Bedding**

---

Are all prisoners issued at least two clean sets of temperature appropriate and properly sized clothing, to include uniforms, socks, underwear, t-shirts, braziers, and shoes?

Yes  No

Do prisoners have access to laundry facilities, or the ability to have their clothing items washed?

Yes  No

Do all prisoners receive adequate bedding, to include blanket, sheets, mattress and pillow?

Yes  No

How often is bedding washed or exchanged? (Weekly, Every 2 weeks, Every 3 weeks, Monthly, Every other month, Never)

Are exceptions to the laundry schedule made when clothes are soiled?

Yes  No

Are exceptions to the linen schedule made when linen and mattresses are soiled?

Yes  No

Are mattresses a minimum of 12 inches from the floor?

Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

**Housing**

---

Are single cells a minimum of 56 square feet?

Yes  No

Are double cells a minimum of 72.5 square feet?

Yes  No

Does the facility triple bunk or use boat beds?

Yes  No

How many times did the facility triple bunk or use boat beds since the last USMS DFR (if applicable)?

**Personal Hygiene**

---

Are the following available at no cost:

Soap?  Yes  No

Toothpaste?  Yes  No

Razors?  Yes  No

Shampoo?  Yes  No

Sanitary Napkins?  Yes  No

Tampons?  Yes  No

Do all prisoners have 24/7 access to an operable toilet?

Yes  No

Do all prisoners have 24/7 access to a washbasin with hot and cold running water?

Yes  No

**Physical Facility and Equipment**

---

Is the facility kept clean and in good repair?

Yes  No

Is all facility equipment in proper working order?

Yes  No

Is there any evidence or sign of mold?

Yes  No

Is there any evidence or sign of insects?

Yes  No

Is there any evidence or sign of rodents?

Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Does the facility have adequate environmental controls to provide for indoor prisoner living conditions with air temperatures maintained between 69 and 76 degrees?

Yes  No

**SERVICE AND PROGRAMS**

---

**Classification, Review, and Housing**

---

Does the facility have a procedure for prisoner classification, placement, and management?

Yes  No

Does the facility regularly review a prisoner's behavior or circumstances to determine housing placement?

Yes  No

Are all USMS prisoners clearly identified in the facility's classification system?

Yes  No

**Copay and Fees**

---

Are prisoners charged a fee for haircuts?

Yes  No

If 'Yes', are all prisoners charged the same fee?

Yes  No

Are prisoners charged a fee for meals?

Yes  No

If 'Yes', are all prisoners charged the same fee?

Yes  No

Are prisoners charged a fee for medical co-pay?

Yes  No

If yes, are all prisoners charged the same fee?

Yes  No

**Religious Practices**

---

Do prisoners have the opportunity to participate in the religious practice of their faith?

Yes  No

**Volunteer Work Assignments**

---

Does the facility ensure that un-sentenced prisoners are not required to work unless they volunteer to do so?

Yes  No

Does the facility pay prisoners for work?

Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.



UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Are USMS prisoners assigned to work outside of the secure perimeter of the facility?

Yes  No

Does the facility document all USMS prisoner work assignments?

Yes  No

**Prisoner Grievance Program**

---

Is a grievance procedure that includes at least one level of appeal available to all prisoners?

Yes  No

**Juveniles**

---

Does the facility house juveniles? If 'No', move to next section.

Yes  No

Does the facility have procedures for housing juveniles?

Yes  No

Does the facility house prisoners between 18-21 who are charged as juveniles?

Yes  No

Does the facility ensure the special diet, exercise, and education needs of juvenile prisoners are met?

Yes  No

Does the facility place prisoners under 21 who are charged as juveniles in restrictive housing?

Yes  No

Does the facility ensure that voluntary and involuntary restrictive housing of prisoners under 21 who are charged as juveniles are removed from restrictive housing every 3 hours?

Yes  No

Does the facility immediately report juvenile segregation or restrictive housing of USMS juvenile prisoners?

Yes  No

**Exercise and Out-of-Cell Opportunities**

---

Does the facility provide prisoners with opportunity for exercise and out-of-cell time?

Yes  No

**Telephone Access**

---

Do prisoners have adequate access to telephones?

Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

**Access to the Courts and Legal Materials**

---

Do prisoners have access to the courts?

Yes  No

Do prisoners have access to legal material/law library?

Yes  No

**Access to Legal Representation**

---

Do the prisoners have confidential access to counsel via telephone?

Yes  No

Do the prisoners have confidential access to counsel via written correspondence?

Yes  No

Do the prisoners have confidential access to counsel via visitation?

Yes  No

**Visitation**

---

Does the facility have a prisoner visitation program?

Yes  No

Does the prisoner visiting room have barriers to prevent contact visitation?

Yes  No

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

CONCLUSION

Other Notes

---

---

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

**Additional Points of Contact**

---

<b>Title</b>		<b>Name</b>	
<input type="text"/>		<input type="text"/>	
<b>Type of Contact</b>	<b>Phone Number</b>	<b>Extension</b>	<b>Email Address</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

---

**Detention Facility Review (DFR) Certification**

*I certify that this facility was inspected by an 0082 or 1811 with a current [USM-222](#), Additional Duty Designation designating them as a Detention Facility Inspector and that applicable [Corrective Action Recommendations](#) were provided to the facility.*

<b>Performed By</b>	<b>Title</b>	<b>Date</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

NOTICE: This document is intended FOR OFFICIAL USE ONLY and may contain LAW ENFORCEMENT SENSITIVE OR CONFIDENTIAL information which is for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this document. Any Protected Health Information contained in this document is to be used only to aid in providing healthcare services to federal prisoners. Any other use is a violation of Federal HIPAA Law and/or the Privacy Act and will be reported as such.

**Becky Lenihan/Finance and  
Tax Officer, Auditor's Officer**

**Discussion and/or decision on setting public hearing on  
Pottawattamie County's Proposal Property Tax Levy for  
Fiscal Year Ending June 30, 2025, and to approve  
publication request.**

<b>COUNTY NAME: POTTAWATTAMIE COUNTY</b>	<b>NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2024 - June 30, 2025</b>	<b>COUNTY NUMBER: 78</b>
--	--	------------------------------

The County Board of Supervisors will conduct a public hearing on the proposed Fiscal Year County tax asking as follows:

Meeting Date: 3/12/2024 Meeting Time: 10:00 AM Meeting Location: Pottawattamie County Courthouse 2nd Floor Board of Supervisors Hearing Room 227 S 6th St Council Bluffs IA 51501

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the Board will publish notice and hold a hearing on the proposed county budget.

County Website (if available)  
<https://www.pottcounty-ia.gov/>

County Telephone Number  
(712) 328-5644

Iowa Department of Management	Current Year Certified Property Tax FY 2023/2024	Budget Year Effective Tax FY 2024/2025	Budget Year Proposed Tax FY 2024/2025
Taxable Valuations-General Services	5,496,635,539	5,986,366,687	5,986,366,687
Requested Tax Dollars-Countywide Rates	41,661,189	41,661,189	43,917,313
<b>Tax Rate-Countywide</b>	7.56484	6.95934	7.32578
Taxable Valuations-Rural Services	1,917,386,176	2,045,194,056	2,045,194,056
Requested Tax Dollars-Additional Rural Levies	6,460,594	6,460,594	6,690,525
<b>Tax Rate-Rural Additional</b>	3.36948	3.15891	3.27134
<b>Rural Total</b>	10.93432	10.11825	10.59712
<b>Tax Rate Comparison-Current VS. Proposed</b>			
Residential property with an Actual/Assessed Valuation of \$100,000	<b>Current Year Certified Property Tax FY 2023/2024</b>	<b>Budget Year Proposed Tax FY 2024/2025</b>	<b>Percent Change</b>
Urban Taxpayer	413	339	-0.18
Rural Taxpayer	598	491	-0.18
<b>Tax Rate Comparison-Current VS. Proposed</b>			
Commercial property with an Actual/Assessed Value of \$100,000	<b>Current Year Certified Property Tax FY 2023/2024</b>	<b>Budget Year Proposed Tax FY 2024/2025</b>	<b>Percent Change</b>
Urban Taxpayer	413	339	-0.18
Rural Taxpayer	598	491	-0.18

Reasons for tax increase if proposed exceeds the current:

To permit the continuance of programs and services which provide substantial benefits to county residents

**Other Business**

**Jana Lemrick/Director, Human**  
**Resources and Tina**  
**Treantos/Operations**  
**Administrator, Secondary**  
**Roads**

**Discussion and/or decision on approval of job description  
and pay for Bridge Foreman.**



# Pottawattamie County, Iowa

## Class Description

**Title:** Bridge Foreman

**FLSA Status:** Non-Exempt

**Department:** Secondary Roads

**Pay Grade:** 215

**Division:** Maintenance

**Updated:** February 5, 2024

**Reports to:** Assistant County Engineer

---

### General Definition of Work

Acting as a working Foreman the incumbent performs difficult skilled technical work planning, directing, and organizing personnel in bridge and projects; training and evaluating employees and crews on operating equipment; and inspecting bridges. Works within the close supervision of the Assistant County Engineer on a goal-oriented basis but is otherwise a divisional leader in their area of responsibility. Works within the close supervision of the County Engineer, Operations Administrator, and/or Project Administrator as responsibilities cross divisional lines.

---

### Essential Functions

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodation may be made to enable an individual with disabilities to perform the essential functions.*

Plans, directs, and coordinates contractors, personnel, and equipment to meet County bridge, culvert, and road maintenance and construction objectives.

Trains and evaluates employees on operation of equipment; supervises daily operations for safety of personnel, vehicles, and heavy equipment on projects; maintains accurate time and work records for assigned employees and projects.

Inspects County roads, bridges, and culverts; and plans appropriate repairs. Reports complex repairs or maintenance to the Assistant County Engineer.

Receives and responds to service requests from the public concerning County bridge maintenance.

Purchases and secures supplies, material, and equipment for daily work projects; recommends purchases of construction equipment and materials to Assistant County Engineer and/or Operations Administrator.

Inspects progress of bridge projects to ensure timely completion; exchanges information with contractors; and adjusts schedules and processes as necessary.

Operates medium to heavy construction equipment and vehicles for construction and repair operations, hauls construction materials, supplies, and equipment.

Monitors road conditions and closely supervises road crews during inclement weather under the limited supervision of the Road Foremen. Inspects scour critical bridges after rain events.

Performs maintenance, safety inspections and housekeeping activities of County buildings and grounds when necessary.

Assists, when necessary, in the development and implementation of safety training programs for compliance with OSHA regulations and other federal, state, or local requirements.

Works under close supervision of the Operations Administrator to perform personnel management functions, such as conducting performance evaluations, administering disciplinary action, administering collective bargaining agreements and personnel policies in a fair and effective manner.

Works under the close supervision of the Project Administrator if complex technical assistance is required on a maintenance project, or for coordination between Contractors and Maintenance staff.

# Pottawattamie County, Iowa

## Class Description

---

---

### Minimum Qualifications

High school diploma or GED and six years' experience managing bridge, and roadway maintenance projects.

---

---

### Special Qualifications

Possession of National Certified Crane Operators (N.C.C.O) Truck and Crawler Crane license within 4 months of hire.

Possession of National Certified Crane Operators (N.C.C.O) Crane Rigging and Hand Signal certification within 4 months of hire.

Valid commercial driver's license with Class A with Air Brake endorsement in the State of Iowa.

Experience in a supervisory or leadership role preferred.

---

---

### Job Specifications

Comprehensive knowledge of the philosophies, principles, practices and techniques of bridge and road maintenance and construction; Comprehensive knowledge of various ordinances, codes and regulations pertaining to engineering and construction. Comprehensive knowledge of specialized snow removal equipment; skill in the use of personal computers, associated software packages, hardware, and peripheral equipment. Skill in the use of hand and power tools the use and operation of assigned equipment and vehicles. Ability to perform manual labor. Ability to present facts and recommendations effectively in oral and written form. Ability to deal firmly and tactfully in enforcing ordinances and codes; ability to plan, direct, supervise, and evaluate the work of subordinates. Ability to establish and maintain effective working relationships with architects, consultants, contractors, County management and officials, engineers, surveyors, and the general public.

---

---

### Working Conditions

This work requires the regular exertion of up to 10 pounds of force, frequent exertion of up to 25 pounds of force and occasional exertion of up to 50 pounds of force; work frequently requires reaching with hands and arms, frequently requires standing, walking, sitting, speaking or hearing, using hands to finger, handle or feel, pushing or pulling and lifting and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling, smelling and repetitive motions. Work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly. Hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound. Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts within arms-length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities. Work frequently requires working near moving mechanical parts, exposure to fumes or airborne particles, loud noises, outdoor weather conditions, and working at height. Worksites are regularly exposed to traffic and construction equipment which could result in incapacitating accidents, serious injury, or death with proper precautions taken.

**Pottawattamie County, Iowa**  
Class Description

# Committee Appointments

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

**Received/Filed**

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

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

**TRAVEL INFORMATION**

Name of Employee Traveling: Garfield Coleman

Department: Risk Management

Destination: Las Vegas, NV

Date of Travel: FROM: 1 March 2024 TO: 7 March 2024

Name of Elected Official/Department Head Authorizing Travel: Jana Lemrick

**PURPOSE OF TRIP**

**1. Conference Travel**

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

**2 Non-Conference Travel**

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

Conference Name (Please give complete name) Legal and Liability Risk Management Institute

<u>Expense</u>			<u>Cost Estimate</u>
Transportation	Mileage <input type="checkbox"/>	Airfare <input checked="" type="checkbox"/>	\$ 485.96
Lodging			\$ 387.69
Meals: Breakfast	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	
Lunch	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	
Dinner	Included <input type="checkbox"/>	Not Included <input checked="" type="checkbox"/>	
Conf./Seminar Fee			\$ 425.00
Other:			\$ 350.00
<b>Total Estimated Cost</b>			<b>\$ 1,648.65</b>

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

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

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

**TRAVEL INFORMATION**

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

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

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

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

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

**PURPOSE OF TRIP**

**1. Conference Travel**

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

**2 Non-Conference Travel**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

# Public Comments



**Closed Session**

# **BUDGET STUDY SESSIONS**