

# House Amendment 1044

## Amendment Text

PAG LIN

1 1 Amend [House File 218](#) as follows:  
1 2 #1. By striking everything after the enacting  
1 3 clause and inserting the following:  
1 4 "Section 1. Section [161D.1](#), subsection 4, Code  
1 5 1999, is amended to read as follows:  
1 6 4. This

~~section~~

- ~~chapter~~ is not intended to affect  
1 7 the authority of the department of natural resources  
1 8 in its acquisition, development, and management of  
1 9 public lands within the counties represented by the  
1 10 authority.  
1 11 Sec. 2. Section [161D.2](#), Code 1999, is amended to  
1 12 read as follows:  
1 13 161D.2 LOESS HILLS DEVELOPMENT AND CONSERVATION  
1 14 FUND.  
1 15 A loess hills development and conservation fund is  
1 16 created in the state treasury

~~, to~~

- ~~The fund shall~~  
1 17 include a hungry canyons account and a loess hills  
1 18 alliance account which shall be administered by the  
1 19 loess hills development and conservation authority.  
1 20 The proceeds of the

~~fund~~

- respective accounts shall be  
1 21 used for the purposes specified in section 161D.1 or  
1 22 161D.6 as applicable. The loess hills development and  
1 23 conservation authority may accept gifts, bequests,  
1 24 other moneys including, but not limited to, state or  
1 25 federal moneys, and in-kind contributions for deposit  
1 26 in the fund. The gifts, grants, bequests from public  
1 27 and private sources, state and federal moneys, and  
1 28 other moneys received by the authority shall be  
1 29 deposited in the

~~fund~~

- respective accounts and any  
1 30 interest earned

~~on the fund~~

- shall be credited to the  
1 31

~~fund~~

- respective accounts to be used for the purposes  
1 32 specified in section 161D.1 or 161D.6 as applicable.  
1 33 Notwithstanding section 8.33, any unexpended or  
1 34 unencumbered moneys remaining in the fund at the end  
1 35 of the fiscal year shall not revert to the general  
1 36 fund of the state, but the moneys shall remain  
1 37 available for expenditure by the authority in  
1 38 succeeding fiscal years.  
1 39 Sec. 3. NEW SECTION. 161D.3 DEFINITIONS.

1 40 As used in this chapter, unless the context  
1 41 otherwise requires:

1 42 1. "Alliance" means the loess hills alliance  
1 43 created in section 161D.5.

1 44 2. "Authority" means the loess hills development  
1 45 and conservation authority created in section 161D.1.

1 46 3. "Fund" means the loess hills development and  
1 47 conservation fund created in section 161D.2.

1 48 Sec. 4. NEW SECTION. 161D.4 MISSION STATEMENT.  
1 49 The mission of the loess hills alliance is to  
1 50 create a common vision for Iowa's loess hills,  
2 1 protecting special natural and cultural resources  
2 2 while ensuring economic viability and private property  
2 3 rights of the region.

2 4 Sec. 5. NEW SECTION. 161D.5 LOESS HILLS ALLIANCE  
2 5 CREATED.

2 6 1. A loess hills alliance is created. The  
2 7 alliance shall carry out its responsibilities under  
2 8 the general direction of the loess hills development  
2 9 and conservation authority. The alliance shall  
2 10 encompass the geographic region including the counties  
2 11 of Plymouth, Woodbury, Monona, Harrison,  
2 12 Pottawattamie, Mills, and Fremont. Membership and  
2 13 participation in projects of the alliance is not  
2 14 required. The alliance shall be governed by a board  
2 15 of directors appointed by the authority.

2 16 2. Each member of the board of directors shall be  
2 17 a resident of a county participating in the alliance  
2 18 and shall be appointed to a term of office as  
2 19 determined by the authority. The directors of the  
2 20 alliance shall carry out their responsibilities  
2 21 pursuant to bylaws approved by the authority.

2 22 Sec. 6. NEW SECTION. 161D.6 RESPONSIBILITIES.  
2 23 1. The board of directors of the alliance shall  
2 24 have the following responsibilities:

2 25 a. To prepare and adopt a comprehensive plan for  
2 26 the development and conservation of the loess hills  
2 27 area subject to the approval of the authority. The  
2 28 plan shall provide for the designation of significant  
2 29 scenic areas, the protection of native vegetation, the  
2 30 education of the public on the need for and methods of  
2 31 preserving the natural resources of the loess hills  
2 32 area, and the promotion of tourism and related  
2 33 business and industry in the loess hills area.

2 34 b. To apply for, accept, and expend public and  
2 35 private funds for planning and implementing projects,  
2 36 programs, and other components of the mission of the  
2 37 alliance subject to approval of the authority.

2 38 c. To study different options for the protection  
2 39 and preservation of significant historic, scenic,  
2 40 geologic, and recreational areas of the loess hills  
2 41 including but not limited to a federal or state park,  
2 42 preserve, or monument designation, fee title  
2 43 acquisition, or restrictive easement.

2 44 d. To make recommendations to and coordinate the  
2 45 planning and projects of the alliance with the  
2 46 authority.

2 47 e. To develop and implement pilot projects for the  
2 48 protection of loess hills areas with the use of  
2 49 restrictive easements from willing sellers and fee  
2 50 title ownership from willing sellers subject to  
3 1 approval of the authority.

3 2 f. To report annually not later than January 15 to  
3 3 the general assembly the activities of the alliance  
3 4 during the preceding fiscal year including, but not  
3 5 limited to, its projects, funding, and expenditures.

3 6 2. A restrictive easement authorized pursuant to

3 7 this section shall not exceed thirty years in duration  
3 8 and shall be recorded as provided in section 457A.3.  
3 9 Any compensation agreed to for a restrictive easement  
3 10 shall be paid in equal annual installments during the  
3 11 lifetime of the restrictive easement. At the  
3 12 expiration of a restrictive easement or upon  
3 13 termination for nonperformance, the holder of the  
3 14 restrictive easement shall record an affidavit with  
3 15 the county recorder of the county in which the  
3 16 servient land is located releasing the servient land  
3 17 from the restrictive easement. The holder of the  
3 18 restrictive easement shall send, by certified mail, a  
3 19 copy of the affidavit verifying the recording of the  
3 20 release of the restrictive easement to the landowner.  
3 21 If a holder of the restrictive easement fails to  
3 22 record the release of a restrictive easement at its  
3 23 expiration or for nonperformance, the owner of the  
3 24 servient land may petition the district court for an  
3 25 order removing the restrictive easement. As used in  
3 26 this subsection, "nonperformance" means the failure to  
3 27 make an annual payment of any compensation within  
3 28 ninety days of the annual due date.

3 29 Sec. 7. NEW SECTION. 161D.7 PROGRAM  
3 30 COORDINATION.

3 31 The department of natural resources shall  
3 32 coordinate the bluffland protection program with the  
3 33 program and projects of the loess hills alliance."

3 34 #2. Title page, line 2, by striking the words  
3 35 "powers and duties" and inserting the following:  
3 36 "responsibilities".

3 37

3 38

3 39

3 40 COMMITTEE ON LOCAL GOVERNMENT

3 41 HUBERT HOUSER, CHAIRPERSON

3 42 HF 218.201 78

3 43 tj/gg