



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (MARCH 2, 2021) (WEEK 9 OF 2021)

Live streaming at: https://www.youtube.com/user/woodburycountyiowa

Agenda and Minutes available at: www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov Mark A. Monson 204-1015 mmonson@woodburycountyiowa.gov Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov Justin Wright 899-9044 jwright@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held March 2, 2021 at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Board for speakers.

- 1. Anyone may address the Board on any agenda item after initial discussion by the Board.
2. Speakers will approach the microphone one at a time and be recognized by the Chair.
3. Speakers will give their name, their address, and then their statement.
4. Everyone will have an opportunity to speak. Therefore, please limit your remarks to three minutes on any one item.
5. At the beginning of the discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under the first or final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please turn off all cell phones and other devices while in the Board Chambers.

AGENDA

4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

- 1. Citizen Concerns Information
2. Approval of the agenda Action

Consent Agenda

Items 3 through 10 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 3. Approval of the minutes of the February 23, 2021 meeting
4. Approval of claims
5. Human Resources – Melissa Thomas
a. Approval of Memorandum of Personnel Transactions
b. Authorization to Initiate Hiring Process
c. Approval of retiree request to remain on the county dental insurance plan

6. County Auditor – Pat Gill
Approval of agreements for electronic provision of Woodbury County Recorder's Office public record images
7. Board Administration – Karen James
 - a. Approval of resolution thanking and commending Bryan Maron for his years of service with Woodbury County
 - b. Approval of resolution thanking and commending Darrell Oban for his years of service with Woodbury County
8. Secondary Roads – Mark Nahra
Approval of a utility permit for installation of fiber optic cable in county rights of way near Danbury
9. County Treasurer – Michael Clayton
 - a. Approval of resolution for abatement of taxes for N.S.
 - b. Approval of resolution for abatement of taxes for S.L.
 - c. Approval of resolution for abatement of taxes for Tallview Terrace.
10. Board Administration – Heather Satterwhite
Approval of Notice of Property Sale Resolution for Parcel #894728254003 (aka 821 Jennings Street) for Tuesday, March 16th at 4:35 p.m.

End Consent Agenda

- | | | |
|--------------------------------|---|----------------------------|
| 4:35 p.m.
(Set time) | 11. Board Administration – Heather Satterwhite
Public hearing and sale of property parcels #884801246010 & #884801246011 (aka 1911 S. Alice Street & 1913 S. Alice Street) | Action |
| | 12. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> a. Approval of quote for Verizon Reveal GPS monitoring system b. Approval of quote for ESRI GeoEvent software purchase and interface with Verizon Fleet GPS system c. Approval of farm rental contract for the Briese Farm near Correctionville | Action
Action
Action |
| 4:45 p.m.
(Set time) | 13. Community & Economic Development – David Gleiser
Ordinance for Zoning District Map Amendment to re-zone GIS Parcel #894634100004 owned by the Gilbert C. Holmes Irrevocable Trust to Agricultural Estates (AE) <ol style="list-style-type: none"> a. Public hearing on Application for Zoning District Map Amendment b. Approve the Zoning District Map Amendment for GIS Parcel #894634100004 to Agricultural Estates – first reading | Action
Action |
| | 14. Reports on Committee Meetings | Information |
| | 15. Citizen Concerns | Information |
| | 16. Board Concerns | Information |

ADJOURNMENT

CALENDAR OF EVENTS

- MON., MAR. 1 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- TUE., MAR. 2 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., MAR. 3 9:00 a.m.** Loess Hills Alliance Stewardship Committee Meeting, Pisgah, Iowa
- 10:30 a.m.** Loess Hills Alliance Executive Meeting
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.** Loess Hills Alliance Full Board Meeting
- THU., MAR. 4 10:00 a.m.** COAD Meeting, The Security Institute
- FRI., MAR. 5 10:00 a.m.** Hungry Canyons Alliance, Atlantic, Iowa
- WED., MAR. 10 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 6:30 p.m.** 911 Service Board Meeting, Public Safety Center, Climbing Hill
- 8:00 p.m.** County's Mayor Association Meeting, Public Safety Center, Climbing Hill
- WED., MAR. 17 10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., MAR. 18 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., MAR. 19 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- MON., MAR. 22 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., MAR. 23 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., MAR. 24 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., MAR. 25 11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce

Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

FEBRUARY 23, 2021, EIGHTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, February 23, 2021 at 4:30 p.m. Board members present were Radig, Ung (by phone), Monson (by phone) and De Witt; Wright was absent. Staff members present were Heather Satterwhite, Public Bidder, Melissa Thomas, HR Director, Joshua Widman, Board Attorney, Dennis Butler, Budget/Tax Analyst, and Patrick Gill, Auditor/Clerk to the Board.

The regular meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.

1. Bill Burrows, Sioux City, and Dagna Simmons, Sioux City (Jo Ann Sadler presented on her behalf), addressed the Board by phone in regard to filling the vacancy that will be created as the result of the resignation of the County Treasurer.
2. Motion by De Witt second by Radig to approve the agenda for February 23, 2021. Carried 4-0. Copy Filed.

Motion by De Witt second by Monson to approve the following items by consent:

3. To approve minutes of the February 16, 2021 meeting. Copy filed.
4. To approve the claims totaling \$345,748.16. Copy filed.
- 5a. To approve the separation of Michael Clayton, Treasurer, County Treasurer Dept., effective 04-02-21. Retirement; and separation of Darrell Oban, Motor Grader Operator, Secondary Roads Dept., effective 04-02-21. Retirement. Copy filed.
- 5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Maintenance Technician, Building Services Dept. AFSCME Courthouse: \$19.02-\$20.61/hour.; for (4) Sheriff Deputies, County Sheriff Dept. CWA: \$25.14/hour.; for Motor Grader Operator, Secondary Roads Dept. CWA: \$24.31/hour.; for (3) Temporary Engineering Aides, Secondary Roads Dept. Wage Plan: \$13.00-\$15.00/hour.; and for (5) Temporary Summer Laborers, Secondary Roads Dept. Wage Plan: \$11.00-\$13.00/hour. Copy filed.

Carried 4-0.

The Board recessed for a meeting of Drainage District Trustees.

The Supervisors meeting was called back to order.

7. Information was presented by Rocky De Witt, Board of Supervisors, and Dennis Butler, Budget Analyst, about approval of Letter of Understanding – Current Law Enforcement Center. Copy filed.

Motion by De Witt second by Radig to authorize the Chairperson to sign the letter of understanding. Carried 4-0.

8. The Board heard reports on committee meetings.
9. There were no citizen concerns.
10. Board concerns were heard.

The Board adjourned the regular meeting until March 2, 2021.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: March 2, 2021

*** PERSONNEL ACTION CODE:**

A - Appointment	R - Reclassification
T - Transfer	E - End of Probation
P - Promotion	S - Separation
D - Demotion	O - Other

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Jaenisch, Zachary	Juvenile Detention	3-03-21	P/T Youth Worker	\$19.83/hour		A	Job Vacancy Posted 10-28-20. Entry Level Salary: \$19.83/hour.
Scott, Cameron	County Sheriff	3-04-21	Civilian Jailer			S	Resignation.
Maron, Bryan	Building Services	3-08-21	Maintenance Worker			S	Retirement.
Chagolla, Angel	County Sheriff	3-09-21	Sheriff Deputy	\$25.14/hour	22%=\$4.68/hr	P	Promotion from Civilian Jailer to Deputy.
Talbert, Luke	County Sheriff	3-09-21	Sheriff Deputy	\$25.14/hour	22%=\$4.68/hr	P	Promotion from Civilian Jailer to Deputy.
Stewart, Maxwell	County Sheriff	3-09-21	Sheriff Deputy	\$25.14/hour		A	Appointment by County Sheriff.
Theisen, Andrew	County Sheriff	3-09-21	Sheriff Deputy	\$25.14/hour		A	Appointment by County Sheriff.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas HR Director



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

Chad Sheehan, SHERIFF

PHONE: 712.279.6010
E-MAIL: csheehan@woodburycountyiowa.gov
FAX: 712.279.6522

23 February 2021

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire Angel Chagolla, Luke Talbert, Maxwell Stewart and Andrew Theisen as Deputy Sheriffs on March 2nd, 2021. We request this be placed on the agenda for the Tuesday, March 2nd, 2021, Woodbury County Board of Supervisors meeting. Thank you. *mt*

Respectfully,

A handwritten signature in black ink, appearing to read "Chad Sheehan", with a long horizontal flourish extending to the right.

Chad Sheehan, Sheriff

cc: File

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: March 2, 2021

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	(3) Civilian Jailers	CWA: \$20.46/hour		

Chairman, Board of Supervisors



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

Chad Sheehan, SHERIFF

PHONE: 712.279.6010
E-MAIL: cshieehan@woodburycountyiowa.gov
FAX: 712.279.6522

February 19, 2021

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for a Correctional Officer position, effective March 04, 2021. We request this be placed on the agenda for Tuesday March 02, 2021, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan", with a long horizontal flourish extending to the right.

Chad Sheehan, Sheriff

cc: file



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

Chad Sheehan, SHERIFF

PHONE: 712.279.6010
E-MAIL: cshieehan@woodburycountyiowa.gov
FAX: 712.279.6522

February 23rd, 2021

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for two (2) Correctional Officer positions, effective March 04, 2021. We request this be placed on the agenda for Tuesday March 02, 2021, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan", with a long horizontal line extending to the right.

Chad Sheehan, Sheriff

cc: file

Bryan Maron
2513 W 19th Street
Sioux City IA 51103
February 19, 2021

Woodbury County
Board of Supervisors
620 Douglas Street
Sioux City IA 51101

To Whom It May Concern:

I would like to stay on Woodbury County's dental insurance after I retire.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Maron", with a long horizontal flourish extending to the right.

Bryan Maron

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 02/24/2021 Weekly Agenda Date: 03/02/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Diane Swoboda Peterson

WORDING FOR AGENDA ITEM:

Agreement for Electronic Provision of Woodbury County Recorder's Office Public Record Images

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Four agreements need to be signed by Chairperson

BACKGROUND:

Two local abstract firms have had access to our recorded images for many years with no charge. Now, two national firms have requested access to those images. Reviewed with Assistant County Attorney Joshua Widman. He drafted agreements for all four entities to sign.

FINANCIAL IMPACT:

There is no financial impact to the County. At the end of each day, a Recorder clerk through the recording software does a three "click" process that extracts the images to "One Drive" where the firms access the images via an email address that is password protected. This process was set up by WCICC.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Recommend the Chairperson sign the four agreements. This will put the process into place for the two national firms plus will treat all four entities the same.

ACTION REQUIRED / PROPOSED MOTION:

Need a motion to approve the Chairperson to sign and date all four agreements.

Agreement for Electronic Provision of Woodbury County Recorder's Office Public Record Images

THIS AGREEMENT ("Agreement"), effective as of the date the last Party signs this Agreement (the "Effective Date"), is made and entered into by and between Engleson Abstract Company. ("Engleson") and Woodbury County, Iowa, a political subdivision of the State of Iowa having its principal offices at 620 Douglas St., Sioux City, IA 51101 ("County"). Engleson and County are each individually referred to herein as a "Party" and jointly as the "Parties."

1. RECITALS:

1.1 County's recorded documents are stored in a digitized image format in County's electronic document management system. Certain recorded documents are public records under Iowa's Open Records law.

1.2 Engleson desires to obtain the digitized images on an ongoing basis and also possibly obtain certain historical digitized image files.

1.3 Engleson desires to obtain and County desires to provide the Services, as described herein, to Engleson in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto do hereby mutually promise, covenant and agree as follows:

2. SERVICES.

County shall provide electronic access to Engleson to County's recorded digitized images subject to the terms and conditions of this Agreement. County shall have the sole discretion to determine the frequency, method, manner and location of the performance of its Services under this Agreement. County may, at its convenience and sole discretion, suspend or terminate electronic access to the digitized images. Engleson's use of digitized images obtained under this Agreement shall comply with applicable state and federal law.

3. COMPENSATION.

Access to images on an ongoing basis in a format determined by County shall be provided at no charge to Engleson. However, Engleson shall pay the reasonable actual costs for:

- 1.) Provision of historical digitized images;
- 2.) Data in a specific format requested by Engleson.

No fees shall be incurred under this Agreement without prior authorization from Engleson. Engleson shall prepay any fees due under this Agreement prior to County performing the Services.

4. PERSONALLY IDENTIFIABLE INFORMATION.

Pursuant to Iowa Code Section 331.606A, "personally identifiable information" means one or more of the following specific unique identifiers when combined with an individual's name: (1) social security number. (2) Checking, savings, or share account number, credit, debit, or charge card number. Digitized images provided under this agreement have been redacted through a system created by the Iowa County Recorders Association. However, no redaction system has been shown to be completely accurate. Any personally identifiable information which may be found on a digitized image is confidential. If Engleson discovers any personally identifiable information in an image provided under this agreement, Engleson shall immediately notify the Woodbury County Recorder's Office so that the information can be restricted or redacted. Additionally, Engleson is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found.

5. DISCLAIMER OF WARRANTY:

ENGLESON AGREES THAT WOODBURY COUNTY HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO ENGLESON REGARDING THE PRODUCTS AND DATA AND THAT THE PRODUCTS AND DATA ARE BEING PROVIDED TO ENGLESON "AS IS" WITHOUT WARRANTY OF ANY KIND. WOODBURY COUNTY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNITY AND LIMITATION OF LIABILITY:

6.1 INDEMNITY

Engleson agrees to indemnify, defend and hold Woodbury County, Iowa and its officials, employees, contractors, suppliers, and agents harmless from any and all claims and/or demands, including reasonable attorneys' fees, made by any third party in connection with or arising out of (a) any use or misuse by Engleson (or anyone using your account) of the Services or data; (b) any act or omission to act by Engleson related to this Agreement; or (c) harm of any kind caused to any third party in any way involving the Agreement.

6.2 LIMITATION OF LIABILITY

Engleson assumes the entire risk of using the services provided. IN NO EVENT SHALL WOODBURY COUNTY BE LIABLE TO ENGLESON FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SERVICE OR DATA, EVEN IF WOODBURY COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WOODBURY COUNTY'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY ENGLESON, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO ENGLESON AT NO CHARGE ENGLESON AGREES WOODBURY COUNTY SHALL NOT BE LIABLE TO ENGLESON FOR ANY DAMAGES.

7. TERM AND TERMINATION:

This Agreement shall continue in full force and effect until terminated as provided in this section. Either party may terminate this agreement as follows:

7.1 Upon failure or neglect of Engleson to pay any undisputed amounts payable pursuant to this Agreement when due, if default continues for thirty (30) days after written notice to Engleson;

7.2 Upon the failure of either Party to perform any of its obligations under this Agreement if continuing for ten (10) days after written notice to such breaching Party;

7.3 For the convenience of either Party upon thirty (30) days written notice.

If either Party shall breach the terms of this Agreement, the other Party shall reasonably and in good faith attempt to reduce and mitigate damages and injuries. County shall be paid for all work completed prior to termination of this Agreement. The payment, indemnity, and disclaimer of warranty provisions of this Agreement shall survive termination of the Agreement.

8. MISCELLANEOUS:

8.1 SOFTWARE TERMS OF USE AND ELECTRONIC ACCESS

Engleson agrees to be bound by the applicable Terms of Use of any software used to provide electronic access to the digitized images. The computer system is for authorized use only. Users have no explicit or implicit expectation of privacy. Any or all uses of this system and all data on this system may be monitored, recorded, or audited and disclosed to authorized personnel and authorized officials of other agencies.

By using this system, the user consents to such disclosure at the discretion of authorized personnel. Unauthorized or improper use of this system may result in termination of the contract, and civil and criminal penalties.

8.2 SEVERABILITY

In the event of invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

8.3 GOVERNING LAW

This Agreement will be governed by Iowa law, without regard to choice of law principles. Venue for litigation shall be in Woodbury County, Iowa.

8.4 ENTIRE AGREEMENT

This is the entire agreement between Engleson and Woodbury County, which supersedes any prior agreement, whether written or oral, and all other communications between Woodbury County and Engleson relating to the subject matter of this Agreement.

Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Engleson and Woodbury County any rights or remedies under or by reason of this Agreement. Engleson may not assign this Agreement without the prior written consent of Woodbury County. This Agreement shall be binding on Engleson and your affiliates, employees, agents and permitted assigns.

8.5 RESERVATION OF RIGHTS

All rights not expressly granted in this Agreement are reserved by Woodbury County.

8.6 AUTHORITY AND APPROVAL

Each Party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each had been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement and agrees to be bound by it.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

WOODBURY COUNTY, IOWA

By: _____

Print Name: _____

Title: _____

Date: _____

ENGLESON ABSTRACT COMPANY

By: *Darin W. Danforth*

Print Name: *Darin W. Danforth*

Title: *Vice President*

Date: *2/22-21*

WOODBURY COUNTY AUDITOR/RECORDER

By: *[Signature]*

Print Name: *Patrick F. Gill*

Title: *Auditor and Recorder*

Date: *2/24/2021*

Agreement for Electronic Provision of Woodbury County Recorder's Office Public Record Images

THIS AGREEMENT ("Agreement"), effective as of the date the last Party signs this Agreement (the "Effective Date"), is made and entered into by and between Sedgwick Talley Abstract. ("Sedgwick Talley") and Woodbury County, Iowa, a political subdivision of the State of Iowa having its principal offices at 620 Douglas St., Sioux City, IA 51101 ("County"). Sedgwick Talley and County are each individually referred to herein as a "Party" and jointly as the "Parties."

1. RECITALS:

1.1 County's recorded documents are stored in a digitized image format in County's electronic document management system. Certain recorded documents are public records under Iowa's Open Records law.

1.2 Sedgwick Talley desires to obtain the digitized images on an ongoing basis and also possibly obtain certain historical digitized image files.

1.3 Sedgwick Talley desires to obtain and County desires to provide the Services, as described herein, to Sedgwick Talley in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto do hereby mutually promise, covenant and agree as follows:

2. SERVICES.

County shall provide electronic access to Sedgwick Talley to County's recorded digitized images subject to the terms and conditions of this Agreement. County shall have the sole discretion to determine the frequency, method, manner and location of the performance of its Services under this Agreement. County may, at its convenience and sole discretion, suspend or terminate electronic access to the digitized images. Sedgwick Talley's use of digitized images obtained under this Agreement shall comply with applicable state and federal law.

3. COMPENSATION.

Access to images on an ongoing basis in a format determined by County shall be provided at no charge to Sedgwick Talley. However, Sedgwick Talley shall pay the reasonable actual costs for:

- 1.) Provision of historical digitized images;
- 2.) Data in a specific format requested by Sedgwick Talley.

No fees shall be incurred under this Agreement without prior authorization from Sedgwick Talley. Sedgwick Talley shall prepay any fees due under this Agreement prior to County performing the Services.

4. PERSONALLY IDENTIFIABLE INFORMATION.

Pursuant to Iowa Code Section 331.606A, "personally identifiable information" means one or more of the following specific unique identifiers when combined with an individual's name: (1) social security number. (2) Checking, savings, or share account number, credit, debit, or charge card number. Digitized images provided under this agreement have been redacted through a system created by the Iowa County Recorders Association. However, no redaction system has been shown to be completely accurate. Any personally identifiable information which may be found on a digitized image is confidential. If Sedgwick Talley discovers any personally identifiable information in an image provided under this agreement, Sedgwick Talley shall immediately notify the Woodbury County Recorder's Office so that the information can be restricted or redacted. Additionally, Sedgwick Talley is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found.

5. DISCLAIMER OF WARRANTY:

SEDGWICK TALLEY AGREES THAT WOODBURY COUNTY HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO SEDGWICK TALLEY REGARDING THE PRODUCTS AND DATA AND THAT THE PRODUCTS AND DATA ARE BEING PROVIDED TO SEDGWICK TALLEY "AS IS" WITHOUT WARRANTY OF ANY KIND. WOODBURY COUNTY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNITY AND LIMITATION OF LIABILITY:

6.1 INDEMNITY

Sedgwick Talley agrees to indemnify, defend and hold Woodbury County, Iowa and its officials, employees, contractors, suppliers, and agents harmless from any and all claims and/or demands, including reasonable attorneys' fees, made by any third party in connection with or arising out of (a) any use or misuse by Sedgwick Talley (or anyone using your account) of the Services or data; (b) any act or omission to act by Sedgwick Talley related to this Agreement; or (c) harm of any kind caused to any third party in any way involving the Agreement.

6.2 LIMITATION OF LIABILITY

Sedgwick Talley assumes the entire risk of using the services provided. IN NO EVENT SHALL WOODBURY COUNTY BE LIABLE TO SEDGWICK TALLEY FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SERVICE OR DATA, EVEN IF WOODBURY COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WOODBURY COUNTY'S LIABILITY FOR ANY

CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY SEDGWICK TALLEY, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO SEDGWICK TALLEY AT NO CHARGE SEDGWICK TALLEY AGREES WOODBURY COUNTY SHALL NOT BE LIABLE TO SEDGWICK TALLEY FOR ANY DAMAGES.

7. TERM AND TERMINATION:

This Agreement shall continue in full force and effect until terminated as provided in this section. Either party may terminate this agreement as follows:

7.1 Upon failure or neglect of Sedgwick Talley to pay any undisputed amounts payable pursuant to this Agreement when due, if default continues for thirty (30) days after written notice to Sedgwick Talley;

7.2 Upon the failure of either Party to perform any of its obligations under this Agreement if continuing for ten (10) days after written notice to such breaching Party;

7.3 For the convenience of either Party upon thirty (30) days written notice.

If either Party shall breach the terms of this Agreement, the other Party shall reasonably and in good faith attempt to reduce and mitigate damages and injuries. County shall be paid for all work completed prior to termination of this Agreement. The payment, indemnity, and disclaimer of warranty provisions of this Agreement shall survive termination of the Agreement.

8. MISCELLANEOUS:

8.1 SOFTWARE TERMS OF USE AND ELECTRONIC ACCESS

Sedgwick Talley agrees to be bound by the applicable Terms of Use of any software used to provide electronic access to the digitized images. The computer system is for authorized use only. Users have no explicit or implicit expectation of privacy. Any or all uses of this system and all data on this system may be monitored, recorded, or audited and disclosed to authorized personnel and authorized officials of other agencies.

By using this system, the user consents to such disclosure at the discretion of authorized personnel. Unauthorized or improper use of this system may result in termination of the contract, and civil and criminal penalties.

8.2 SEVERABILITY

In the event of invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

8.3 GOVERNING LAW

This Agreement will be governed by Iowa law, without regard to choice of law principles. Venue for litigation shall be in Woodbury County, Iowa.

8.4 ENTIRE AGREEMENT

This is the entire agreement between Sedgwick Talley and Woodbury County, which supersedes any prior agreement, whether written or oral, and all other communications between Woodbury County and Sedgwick Talley relating to the subject matter of this Agreement.

Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Sedgwick Talley and Woodbury County any rights or remedies under or by reason of this Agreement. Sedgwick Talley may not assign this Agreement without the prior written consent of Woodbury County. This Agreement shall be binding on Sedgwick Talley and your affiliates, employees, agents and permitted assigns.

8.5 RESERVATION OF RIGHTS

All rights not expressly granted in this Agreement are reserved by Woodbury County.

8.6 AUTHORITY AND APPROVAL

Each Party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each had been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement and agrees to be bound by it.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

WOODBURY COUNTY, IOWA

By: _____

Print Name: _____

Title: _____

Date: _____

WOODBURY COUNTY AUDITOR/RECORDER

By:  _____

Print Name: Patrick F. Gill

Title: Auditor and Recorder

Date: 2/24/2021

SEDGWICK TALLEY ABSTRACT

By: Elda Raudales

Print Name: Elda Raudales

Title: Abstracter

Date: 1-14-2021

Agreement for Electronic Provision of Woodbury County Recorder's Office Public Record Images

THIS AGREEMENT ("Agreement"), effective as of the date the last Party signs this Agreement (the "Effective Date"), is made and entered into by and between First American Data Co. & Subsidiaries ("First American") and Woodbury County, Iowa, a political subdivision of the State of Iowa having its principal offices at 620 Douglas St., Sioux City, IA 51101 ("County"). First American and County are each individually referred to herein as a "Party" and jointly as the "Parties."

1. RECITALS:

1.1 County's recorded documents are stored in a digitized image format in County's electronic document management system. Certain recorded documents are public records under Iowa's Open Records law.

1.2 First American desires to obtain the digitized images on an ongoing basis and also possibly obtain certain historical digitized image files.

1.3 First American desires to obtain and County desires to provide the Services, as described herein, to First American in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto do hereby mutually promise, covenant and agree as follows:

2. SERVICES.

County shall provide electronic access to First American to County's recorded digitized images subject to the terms and conditions of this Agreement. County shall have the sole discretion to determine the frequency, method, manner and location of the performance of its Services under this Agreement. County may, at its convenience and sole discretion, suspend or terminate electronic access to the digitized images. First American's use of digitized images obtained under this Agreement shall comply with applicable state and federal law.

3. COMPENSATION.

Access to images on an ongoing basis in a format determined by County shall be provided at no charge to First American. However, First American shall pay the reasonable actual costs for:

- 1.) Provision of historical digitized images;
- 2.) Data in a specific format requested by First American.

No fees shall be incurred under this Agreement without prior authorization from First American. First American shall prepay any fees due under this Agreement prior to County performing the Services.

4. PERSONALLY IDENTIFIABLE INFORMATION.

Pursuant to Iowa Code Section 331.606A, "personally identifiable information" means one or more of the following specific unique identifiers when combined with an individual's name: (1) social security number. (2) Checking, savings, or share account number, credit, debit, or charge card number. Digitized images provided under this agreement have been redacted through a system created by the Iowa County Recorders Association. However, no redaction system has been shown to be completely accurate. Any personally identifiable information which may be found on a digitized image is confidential. If First American discovers any personally identifiable information in an image provided under this agreement, First American shall immediately notify the Woodbury County Recorder's Office so that the information can be restricted or redacted. Additionally, First American is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found.

5. DISCLAIMER OF WARRANTY:

FIRST AMERICAN AGREES THAT WOODBURY COUNTY HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO FIRST AMERICAN REGARDING THE PRODUCTS AND DATA AND THAT THE PRODUCTS AND DATA ARE BEING PROVIDED TO FIRST AMERICAN "AS IS" WITHOUT WARRANTY OF ANY KIND. WOODBURY COUNTY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNITY AND LIMITATION OF LIABILITY:

6.1 INDEMNITY

First American agrees to indemnify, defend and hold Woodbury County, Iowa and its officials, employees, contractors, suppliers, and agents harmless from any and all claims and/or demands, including reasonable attorneys' fees, made by any third party in connection with or arising out of (a) any use or misuse by First American (or anyone using your account) of the Services or data; (b) any act or omission to act by First American related to this Agreement; or (c) harm of any kind caused to any third party in any way involving the Agreement.

6.2 LIMITATION OF LIABILITY

First American assumes the entire risk of using the services provided. IN NO EVENT SHALL WOODBURY COUNTY BE LIABLE TO FIRST AMERICAN FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SERVICE OR DATA, EVEN IF WOODBURY COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WOODBURY COUNTY'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY FIRST AMERICAN, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO FIRST

AMERICAN AT NO CHARGE FIRST AMERICAN AGREES WOODBURY COUNTY SHALL NOT BE LIABLE TO FIRST AMERICAN FOR ANY DAMAGES.

7. TERM AND TERMINATION:

This Agreement shall continue in full force and effect until terminated as provided in this section. Either party may terminate this agreement as follows:

7.1 Upon failure or neglect of First American to pay any undisputed amounts payable pursuant to this Agreement when due, if default continues for thirty (30) days after written notice to First American;

7.2 Upon the failure of either Party to perform any of its obligations under this Agreement if continuing for ten (10) days after written notice to such breaching Party;

7.3 For the convenience of either Party upon thirty (30) days written notice.

If either Party shall breach the terms of this Agreement, the other Party shall reasonably and in good faith attempt to reduce and mitigate damages and injuries. County shall be paid for all work completed prior to termination of this Agreement. The payment, indemnity, and disclaimer of warranty provisions of this Agreement shall survive termination of the Agreement.

8. MISCELLANEOUS:

8.1 SOFTWARE TERMS OF USE AND ELECTRONIC ACCESS

First American agrees to be bound by the applicable Terms of Use of any software used to provide electronic access to the digitized images. The computer system is for authorized use only. Users have no explicit or implicit expectation of privacy. Any or all uses of this system and all data on this system may be monitored, recorded, or audited and disclosed to authorized personnel and authorized officials of other agencies.

By using this system, the user consents to such disclosure at the discretion of authorized personnel. Unauthorized or improper use of this system may result in termination of the contract, and civil and criminal penalties.

8.2 SEVERABILITY

In the event of invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

8.3 GOVERNING LAW

This Agreement will be governed by Iowa law, without regard to choice of law principles. Venue for litigation shall be in Woodbury County, Iowa.

8.4 ENTIRE AGREEMENT

This is the entire agreement between First American and Woodbury County, which supersedes any prior agreement, whether written or oral, and all other communications between Woodbury County and First American relating to the subject matter of this Agreement.

Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than First American and Woodbury County any rights or remedies under or by reason of this Agreement. First American may not assign this Agreement without the prior written consent of Woodbury County. This Agreement shall be binding on First American and your affiliates, employees, agents and permitted assigns.

8.5 RESERVATION OF RIGHTS

All rights not expressly granted in this Agreement are reserved by Woodbury County.

8.6 AUTHORITY AND APPROVAL

Each Party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each had been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement and agrees to be bound by it.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

WOODBURY COUNTY, IOWA

By: _____

Print Name: _____

Title: _____

Date: _____

FIRST AMERICAN, INC.

By:  _____

Print Name: Adam Castillo

Title: SVP of Operations

Date: 01/28/2021

WOODBURY COUNTY AUDITOR/RECORDER

By:  _____

Print Name: Patrick F. Gill

Title: Auditor and Recorder

Date: 2/24/2021

Agreement for Electronic Provision of Woodbury County Recorder's Office Public Record Images

THIS AGREEMENT ("Agreement"), effective as of the date the last Party signs this Agreement (the "Effective Date"), is made and entered into by and between CoreLogic Solutions, LLC, having its principal offices at 40 Pacifica, Suite 900, Irvine, CA 92618 ("CoreLogic"), and Woodbury County, Iowa, a political subdivision of the State of Iowa having its principal offices at 620 Douglas St., Sioux City, IA 51101 ("County"). CoreLogic and County are each individually referred to herein as a "Party" and jointly as the "Parties."

1. RECITALS:

1.1 County's recorded documents are stored in a digitized image format in County's electronic document management system. Certain recorded documents are public records under Iowa's Open Records law.

1.2 CoreLogic desires to obtain the digitized images on an ongoing basis and also possibly obtain certain historical digitized image files.

1.3 CoreLogic desires to obtain and County desires to provide the Services, as described herein, to CoreLogic in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto do hereby mutually promise, covenant and agree as follows:

2. SERVICES.

County shall provide electronic access to CoreLogic to County's recorded digitized images subject to the terms and conditions of this Agreement. County shall have the sole discretion to determine the frequency, method, manner and location of the performance of its Services under this Agreement. County may, at its convenience and sole discretion, suspend or terminate electronic access to the digitized images. CoreLogic's use of digitized images obtained under this Agreement shall comply with applicable state and federal law.

3. COMPENSATION.

Access to images on an ongoing basis in a format determined by County shall be provided at no charge to CoreLogic. However, CoreLogic shall pay the reasonable actual costs for:

- 1.) Provision of historical digitized images;
- 2.) Data in a specific format requested by CoreLogic.

No fees shall be incurred under this Agreement without prior authorization from CoreLogic. CoreLogic shall prepay any fees due under this Agreement prior to County performing the Services.

4. PERSONALLY IDENTIFIABLE INFORMATION.

Pursuant to Iowa Code Section 331.606A, "personally identifiable information" means one or more of the following specific unique identifiers when combined with an individual's name: (1) social security number. (2) Checking, savings, or share account number, credit, debit, or charge card number. Digitized images provided under this agreement have been redacted through a system created by the Iowa County Recorders Association. However, no redaction system has been shown to be completely accurate. Any personally identifiable information which may be found on a digitized image is confidential. If CoreLogic discovers any personally identifiable information in an image provided under this agreement, CoreLogic shall immediately notify the Woodbury County Recorder's Office so that the information can be restricted or redacted. Additionally, CoreLogic is expressly prohibited from distributing, sharing, or publicizing any personally identifiable information which may be found.

5. DISCLAIMER OF WARRANTY:

CORELOGIC AGREES THAT WOODBURY COUNTY HAS MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO CORELOGIC REGARDING THE PRODUCTS AND DATA AND THAT THE PRODUCTS AND DATA ARE BEING PROVIDED TO CORELOGIC "AS IS" WITHOUT WARRANTY OF ANY KIND. WOODBURY COUNTY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNITY AND LIMITATION OF LIABILITY:

6.1 INDEMNITY

CoreLogic agrees to indemnify, defend and hold Woodbury County, Iowa and its officials, employees, contractors, suppliers, and agents harmless from any and all claims and/or demands, including reasonable attorneys' fees, made by any third party in connection with or arising out of (a) any use or misuse by CoreLogic (or anyone using your account) of the Services or data; (b) any act or omission to act by CoreLogic related to this Agreement; or (c) harm of any kind caused to any third party in any way involving the Agreement.

6.2 LIMITATION OF LIABILITY

CoreLogic assumes the entire risk of using the services provided. IN NO EVENT SHALL WOODBURY COUNTY BE LIABLE TO CORELOGIC FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SERVICE OR DATA, EVEN IF WOODBURY COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WOODBURY COUNTY'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY CORELOGIC, PROVIDED, HOWEVER, IF THE RELEVANT PRODUCT WAS PROVIDED TO CORELOGIC AT NO

CHARGE CORELOGIC AGREES WOODBURY COUNTY SHALL NOT BE LIABLE TO CORELOGIC FOR ANY DAMAGES.

7. TERM AND TERMINATION:

This Agreement shall continue in full force and effect until terminated as provided in this section. Either party may terminate this agreement as follows:

7.1 Upon failure or neglect of CoreLogic to pay any undisputed amounts payable pursuant to this Agreement when due, if default continues for thirty (30) days after written notice to CoreLogic;

7.2 Upon the failure of either Party to perform any of its obligations under this Agreement if continuing for ten (10) days after written notice to such breaching Party;

7.3 For the convenience of either Party upon thirty (30) days written notice.

If either Party shall breach the terms of this Agreement, the other Party shall reasonably and in good faith attempt to reduce and mitigate damages and injuries. County shall be paid for all work completed prior to termination of this Agreement. The payment, indemnity, and disclaimer of warranty provisions of this Agreement shall survive termination of the Agreement.

8. MISCELLANEOUS:

8.1 SOFTWARE TERMS OF USE AND ELECTRONIC ACCESS

CoreLogic agrees to be bound by the applicable Terms of Use of any software used to provide electronic access to the digitized images. The computer system is for authorized use only. Users have no explicit or implicit expectation of privacy. Any or all uses of this system and all data on this system may be monitored, recorded, or audited and disclosed to authorized personnel and authorized officials of other agencies.

By using this system, the user consents to such disclosure at the discretion of authorized personnel. Unauthorized or improper use of this system may result in termination of the contract, and civil and criminal penalties.

8.2 SEVERABILITY

In the event of invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

8.3 GOVERNING LAW

This Agreement will be governed by Iowa law, without regard to choice of law principles. Venue for litigation shall be in Woodbury County, Iowa.

8.4 ENTIRE AGREEMENT

This is the entire agreement between CoreLogic and Woodbury County, which supersedes any prior agreement, whether written or oral, and all other communications between Woodbury County and CoreLogic relating to the subject matter of this Agreement.

Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than CoreLogic and Woodbury County any rights or remedies under or by reason of this Agreement. CoreLogic may not assign this Agreement without the prior written consent of Woodbury County. This Agreement shall be binding on CoreLogic and your affiliates, employees, agents and permitted assigns.

8.5 RESERVATION OF RIGHTS

All rights not expressly granted in this Agreement are reserved by Woodbury County.

8.6 AUTHORITY AND APPROVAL

Each Party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each had been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement and agrees to be bound by it.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

WOODBURY COUNTY, IOWA

By: _____

Print Name: _____

Title: _____

Date: _____

WOODBURY COUNTY AUDITOR/RECORDER

By:  _____

Print Name: Patrice F. Gill

Title: Auditor and Recorder

Date: 2/24/2021

CORELOGIC SOLUTIONS, LLC

By:  _____

Print Name: Mark Chowtham

Title: Senior Leader Data Acquisition

Date: 01/15/2021

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Bryan Maron

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Bryan Maron has capably served Woodbury County as an employee of the Woodbury County Building Services Department for 21 years from February 16, 2000 to March 8, 2021.

WHEREAS, the service given by Bryan Maron as a Woodbury County employee, has been characterized by his dedication to the best interests of the citizens of Woodbury County; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thanks and commends Bryan Maron for his years of service to Woodbury County; and

BE IT FURTHER RESOLVED that it is the wish of all those signing below that the future hold only the best for this very deserving person, Bryan Maron.

BE IT SO RESOLVED this 2nd day of March, 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS

Rocky L. De Witt, Chairman

Keith W. Radig, Member

Matthew A. Ung, Member

Mark A. Monson, Member

Justin D. Wright, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Darrell Oban

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Darrell Oban has capably served Woodbury County as an employee of the Woodbury County Secondary Roads Department for 25 years from December 23, 1996 to March 26, 2021.

WHEREAS, the service given by Darrell Oban as a Woodbury County employee, has been characterized by his dedication to the best interests of the citizens of Woodbury County; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thanks and commends Darrell Oban for his years of service to Woodbury County; and

BE IT FURTHER RESOLVED that it is the wish of all those signing below that the future hold only the best for this very deserving person, Darrell Oban.

BE IT SO RESOLVED this 2nd day of March, 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS

Rocky L. De Witt, Chairman

Keith W. Radig, Member

Matthew A. Ung, Member

Mark A. Monson, Member

Justin D. Wright, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 02/25/2021 Weekly Agenda Date: 3/2/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Consideration of a utility permit for installation of fiber optic cable in county rights of way near Danbury

ACTION REQUIRED:

- | | | |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

MidAmerican Energy has applied for a permit to allow the installation of a new fiber optic line in county right of way of county road D54 and L37 near Danbury.

BACKGROUND:

Work in county ROW requires a permit approved by the Board of Supervisors per section 318.8 of the Code of Iowa. The county engineer has reviewed the locations and recommends that the work be allowed.

FINANCIAL IMPACT:

No financial impact to the county.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Recommend approval of the permit for the MidAmerican Energy.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the underground utility permit for the MidAmerican Energy and to direct the chair to sign the permits.

**PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY
FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION**

REQUEST BY APPLICANT:

Name MidAmerican Energy Company

Highway 330th Street D54

Township _____

Address 2351 East County Line Road, Des Moines, IA 50320

City of N/A

Office Phone 224-769-0327 Local Phone _____

Section: $\frac{1}{4}$ of $\frac{1}{4}$ Sec 27-34-35 & 36

Type of Utility Installation 1.25" HDPE continous conduit w/48ct fiber optic

T 86 N, R 41 W

Plans Prepared By Civil Design Advantage

Copy Enclosed x Yes _____ No

Map Showing Location Enclosed x Yes _____ No

Utility Location is 330th Street D54 cross right-of-way
overhead

330th Street D54
& Story Ave parallel to right-of-way
x underground

Proposed Method of Installation

_____ tunnel	_____ suspend on poles	_____ cased
<u>x</u> jack & bore	_____ suspend on towers	_____ trench
_____ open cut	<u>x</u> plow	

Estimated Starting Date Spring-2021

Estimated Restoration Date summer-2021

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Merville, IA 51039. One executed copy will be returned to the Applicant.

By Simon Schwandt
(Signature of Authorized Utility Representative)

Title Project Manager

Date 2/19/21

PERMIT APPROVAL BY PERMITTING AUTHORITY

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By _____
(Signature of Woodbury County Board Chairman)

Title _____

Date _____

By _____
(Signature of Woodbury County Engineer)

Title _____

Date _____

Other Special Provisions:

Permit Provisions and Conditions of Issuance

- The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

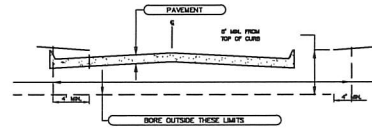
2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.
3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.
4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.
5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.
6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.
7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.
10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.



NOTES

1. ALL ROADS, PAVED DRIVEWAYS AND SIDEWALKS WILL BE BORED. BORE DEPTH FOR MIDAMERICAN 1.25" HDPE CONDUIT W/AT-3CEN2YT-048 FIBER OPTIC PARALLEL TO ALL WOODBURY COUNTY ROADS WILL BE A MINIMUM DEPTH OF 42". ALL CULVERTS WILL BE BORED TO A MINIMUM DEPTH OF 60" BELOW EXISTING FLOWLINE
2. DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR WILL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
3. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). CONTRACTOR TO OBTAIN ALL APPLICABLE PERMITS INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS. ALL PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
4. THERE ARE NO LANE CLOSURES OR TRAFFIC DISRUPTIONS ANTICIPATED WITH THIS PROJECT.

SPECIAL STREET CROSSING (BORE) DETAIL
THIS DETAIL APPLIES TO ALL PUBLIC STREET CROSSING



END MIDAMERICAN SEGMENT 6 FIBER ROUTE WOODBURY COUNTY. SEE: DOT HWY 175 & CITY OF DANBURY EXHIBIT

END MIDAMERICAN SEGMENT 6 FIBER ROUTE IN IDA CO. BEGIN MIDAMERICAN SEGMENT 6 FIBER ROUTE IN WOODBURY COUNTY

UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

PROPOSED SEGMENT 6 WOODBURY CO:

- MIDAMERICAN 1.25" HDPE CONDUIT W/AT-3CEN2YT-048 FIBER OPTIC IN WOODBURY CO. ROW
- FO PLOW 1.25" = 14,679 LF (2.78 MILES)
- FO BORE 1.25" = 1,470 LF (0.28 MILES)
- PROPOSED HANDHOLES = 3



LEGEND

TELEPHONE PEDESTAL	⊞	SIGN	⊞
WATER VALVE	⊞	POWER POLE	⊞
FIRE HYDRANT	⊞	TELEVISION PEDESTAL	⊞
TELEPHONE LINE	— T —	SANITARY SEWER MANHOLE	⊞
CABLE TELEVISION LINE	— TV —	STORM SEWER MANHOLE	⊞
FIBER OPTICS LINE	— OF —	ROUND STORM SEWER INTAKE	⊞
WATERMAIN	— W —	STORM SEWER INTAKE	⊞
STORM SEWER	— ST —	BORE CONDUIT	— FO —
SANITARY SEWER	— S —	PLOW CONDUIT	— FO —
GAS LINE	— G —	HANDHOLE	⊞
ELECTRIC LINE	— E —	FIBER OPTIC VAULT	⊞
OVERHEAD ELECTRIC LINE	— OE —	FIBER OPTIC MANHOLE	⊞

PROJECT # 2009538

DATE	
REVISIONS	
PROJECT SUBMITTAL	

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111-5051
PH: (515) 369-4400 Fax: (515) 369-4410
TECH: _____
ENGINEER: _____



WOODBURY COUNTY, IOWA

**WHITING TO ECLIPSE
SEGMENT 6-WOODBURY CO
MIDAMERICAN FIBER ROUTE**

1/7
2009538

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Tallview Terrace is the titleholder of mobile home VIN #19A19371S, VIN #22375 located in Woodbury County, Iowa and legally described as follows:

VIN #19A19371S 1991 Colt
VIN #22375 1967 Rollohome

WHEREAS, the above-stated mobile homes has taxes payable including special assessments and the mobile homes are owned by Tallview Terrace.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 2nd day of March, 2021.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Rocky De Witt, Chairman

RESOLUTION

NOTICE OF PROPERTY SALE

Parcels #894728254003

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

**All that part of Block 134, Sioux City East Addition, described as follows: Beginning at the Northeast Corner of said Block 134, thence South along the East line of said Block, 75 feet, thence West and parallel with the North line of said Block, 158 feet, thence North and parallel with the East line of said Block, 75 feet to the North line of said Block, thence East along the North line of said Block, 158 feet to the place of beginning, in the County of Woodbury and State of Iowa
(821 Jennings Street)**

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **16th Day of March, 2021 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **16th Day of March, 2021**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$602.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 2nd Day of March, 2021.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Rocky L. De Witt, Chairman

REQUEST FOR MINIMUM BID

Name: Flora Lee Date: 6-29-20

Address: 1608 Casselman St. Phone: 712-255-0629

Address or approximate address/location of property interested in:
821 Jennings

GIS PIN # 894728254003

**This portion to be completed by Board Administration **

Legal Description:

Sioux City East N 75 ft E 158 ft Block 134

Tax Sale #/Date: 19/2018 Parcel # _____

Tax Deeded to Woodbury County on: 1/28/21

Current Assessed Value: Land 6,800 Building 0 Total 6,800

Approximate Delinquent Real Estate Taxes: _____

Approximate Delinquent Special Assessment Taxes: Total Taxes: \$64,812.00

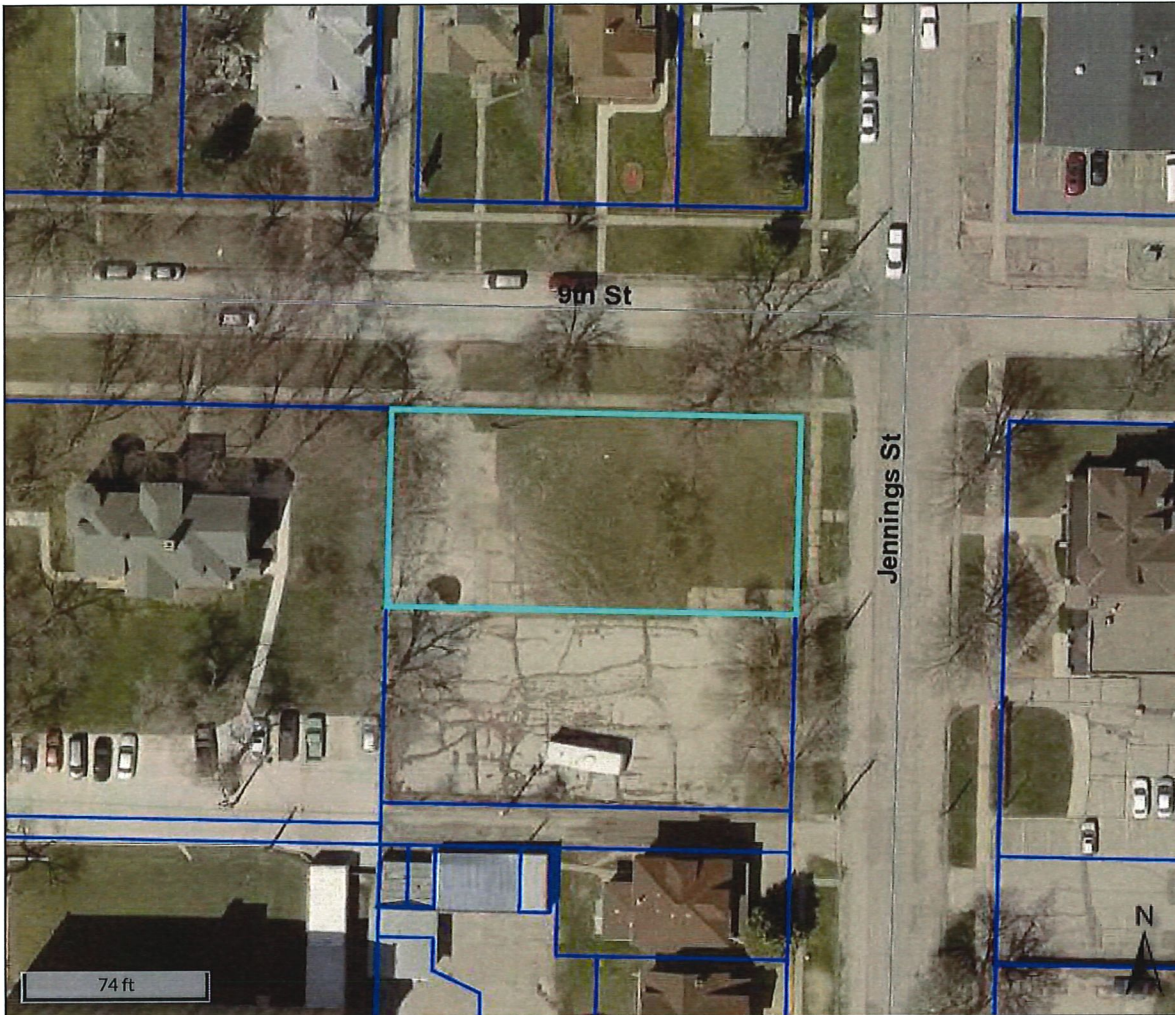
*Cost of Services: \$252

Inspection to: Matthew Ung Date: 6-29-20

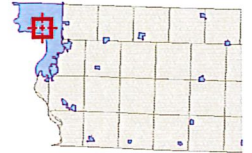
Minimum Bid Set by Supervisor: \$350.00 plus cost of services \$252 - Total \$602

Date and Time Set for Auction: Tuesday March 16th @ 4:35

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894728254003	Alternate ID	39165	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	821 JENNINGS ST	Acreage	n/a		SIOUX CITY, 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY EAST N 75 FT E 158 FT BLK 134				
	(Note: Not to be used on legal documents)				

Date created: 2/25/2021
 Last Data Uploaded: 2/24/2021 7:09:29 PM

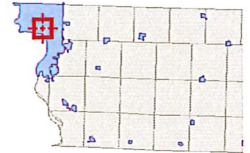
Developed by  Schneider
 GEOSPATIAL



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID	894728254003	Alternate ID	39165	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	821 JENNINGS ST	Acreage	n/a		SIOUX CITY, 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY EAST N 75 FT E 158 FT BLK 134				
	(Note: Not to be used on legal documents)				

Date created: 2/25/2021
 Last Data Uploaded: 2/24/2021 7:09:29 PM

Developed by Schneider
 GEOSPATIAL

RESOLUTION

NOTICE OF PROPERTY SALE

Parcels #884801246010 & #884801246011

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

The East one-half (E ½) of Lot Three (3) in Block Seventy-Eight (78) of the West Morningside Addition to Sioux City, in the County of Woodbury and State of Iowa (1911 S. Alice Street)

The East One Hundred and Eleven feet (E 111') of Lot Four (4) in Block Seventy-Eight (78) of the West Morningside Addition to Sioux City, in the County of Woodbury and State of Iowa (1913 S. Alice Street)

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on
The **2nd Day of March, 2021 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **2nd Day of March, 2021**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$870.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 16th Day of February, 2021.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Rocky L. De Witt, Chairman

REQUEST FOR MINIMUM BID

Name: Joseph Birk Date: 8/26/19
Address: 1904 S. Helen St. Phone: 251-4563

Address or approximate address/location of property interested in:
1911 S Alice St.

GIS PIN # 884801246010

**This portion to be completed by Board Administration **

Legal Description:

The East half of Lot 3
in Block 78 of West Morning Side
Addition to Sioux City and
Woodbury County, Iowa

Tax Sale #/Date: #1068 6/17/13 Parcel # _____

Tax Deeded to Woodbury County on: 11/2/21

Current Assessed Value: Land \$10,600 Building Ø Total \$10,600

Approximate Delinquent Real Estate Taxes: \$2,840

Approximate Delinquent Special Assessment Taxes: \$1,035

*Cost of Services. \$131

Inspection to: Keith Radig Date: 8/28/19

Minimum Bid Set by Supervisor: \$300.00 plus \$131 for a total \$431

Date and Time Set for Auction: Tuesday, March 2nd @ 4:35

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.

REQUEST FOR MINIMUM BID

Name: Joseph Birk Date: 8/26/19
Address: 1904 S. Helen St. Phone: 251-4563

Address or approximate address/location of property interested in:

1913 S. Alice St.

GIS PIN # 884801246011

**This portion to be completed by Board Administration **

Legal Description:

The East 111 West of Lot 4
in Block 78 of the West Morningside
Addition to Sioux City, Woodbury
County, Iowa

Tax Sale #/Date: # 1087 - 6/15/09 Parcel # _____

Tax Deeded to Woodbury County on: 12/18/20

Current Assessed Value: Land \$10,600- Building 0 Total \$10,600-

Approximate Delinquent Real Estate Taxes: \$3,460-

Approximate Delinquent Special Assessment Taxes: \$1,400-

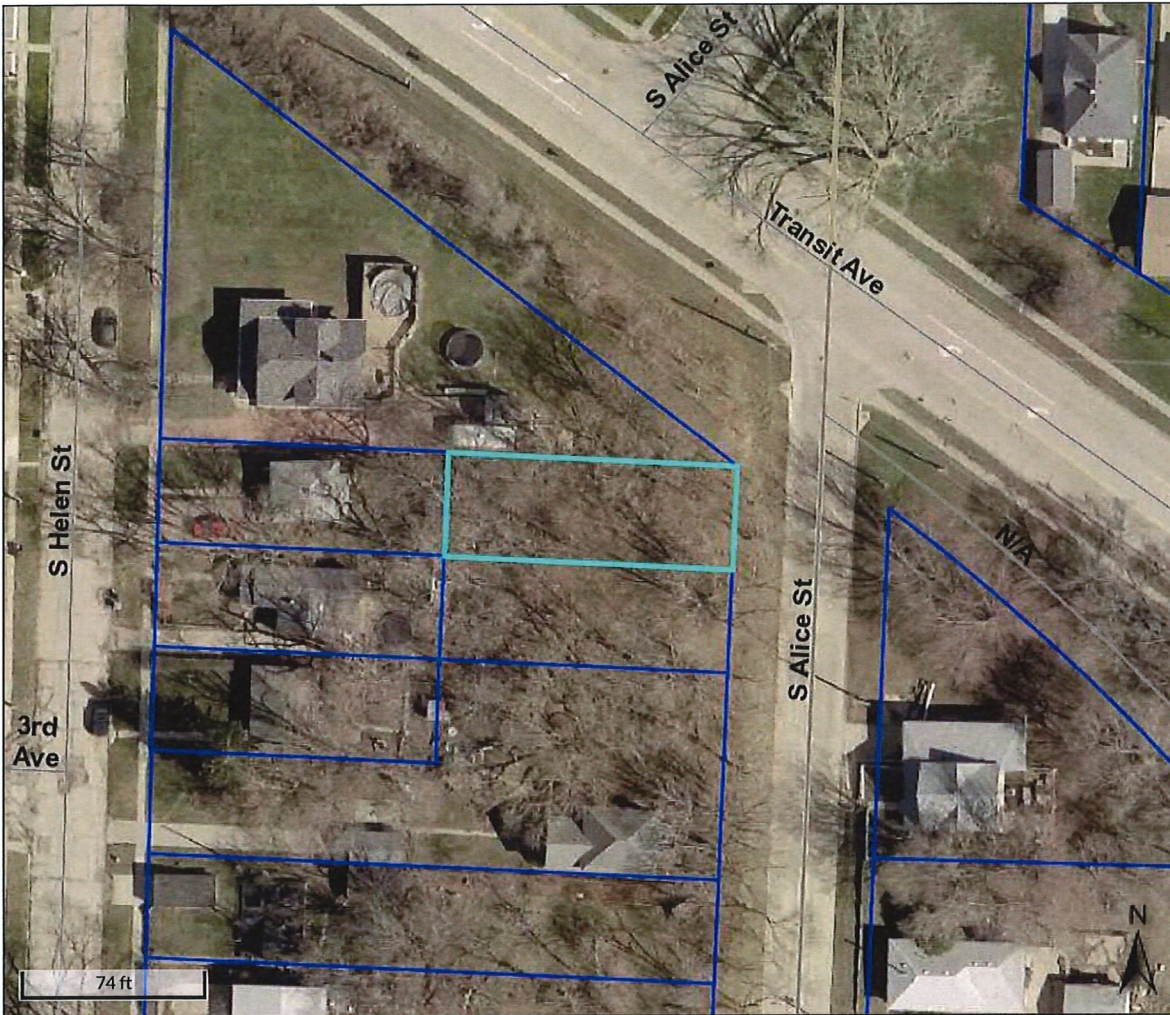
*Cost of Services: \$139

Inspection to: Keith Radig Date: 8/28/19

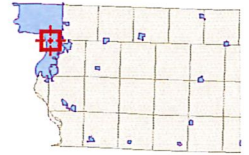
Minimum Bid Set by Supervisor: \$300.00 plus \$139 per cos - Total \$439

Date and Time Set for Auction: Tuesday, March 24 @ 4:35

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview

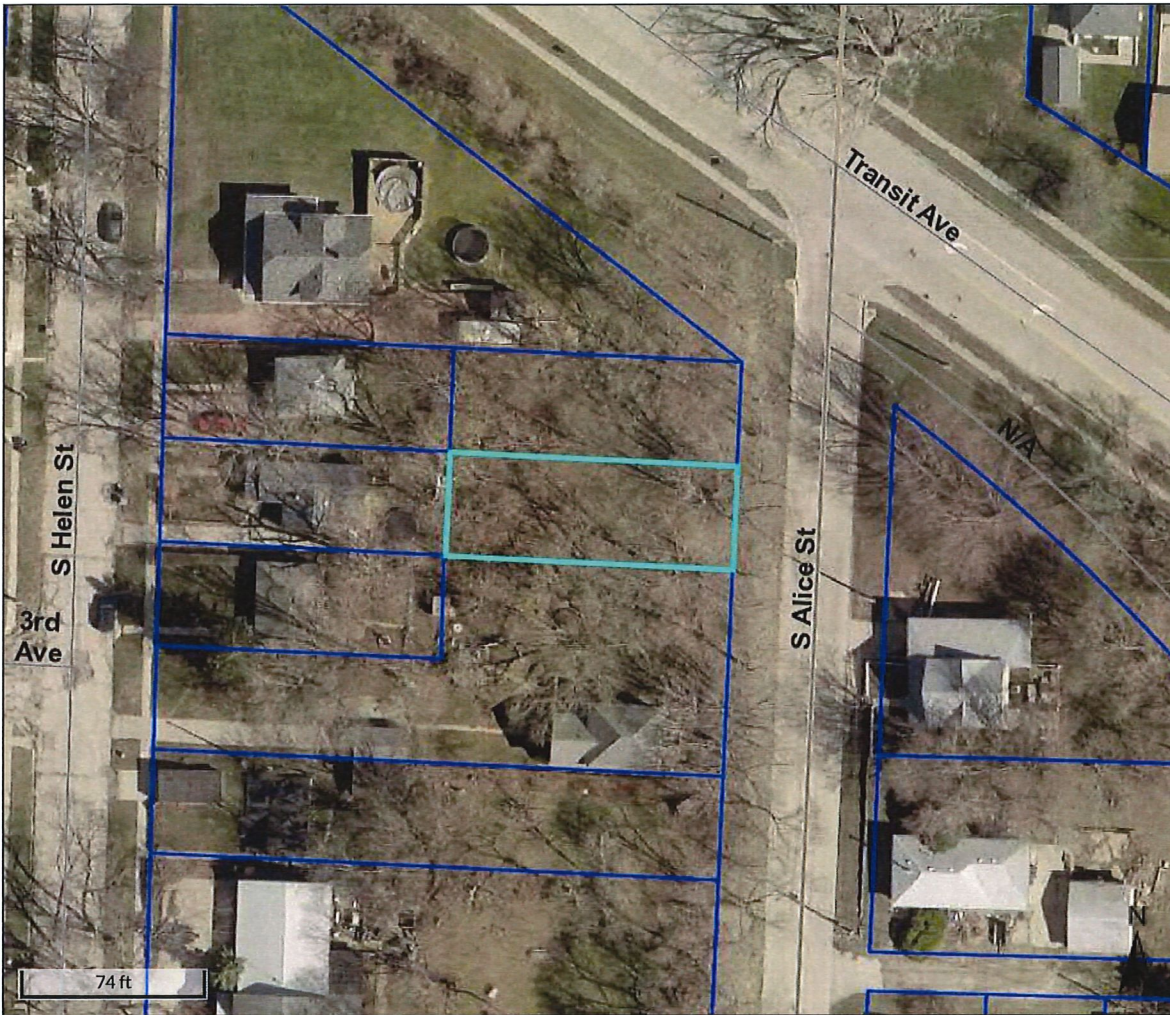


Legend

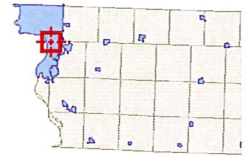
- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	884801246010	Alternate ID	536520	Owner Address	HOELKER MERRITT R HOELKER LOIS M
Sec/Twp/Rng	n/a	Class	R		14859 ENDICOTT WAY #201
Property Address	1911 S ALICE ST	Acreage	n/a		SAINT PAUL MN 55124-6435
	SIOUX CITY				
District	087				
Brief Tax Description	WEST MORNINGSIDE E 1/2 LOT 3 BLK 78				
	(Note: Not to be used on legal documents)				

Date created: 8/30/2019
 Last Data Uploaded: 7/10/2019 7:01:24 PM



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID	884801246011	Alternate ID	536535	Owner Address	HOELKER MERRITT R HOELKER LOIS M
Sec/Twp/Rng	n/a	Class	R		14859 ENDICOTT WAY #201
Property Address	1913 S ALICE ST	Acreage	n/a		SAINT PAUL MN 55124-6435
	SIOUX CITY				
District	087				
Brief Tax Description	WEST MORNINGSIDE E 111 FT LOT 4 BLK 7 8				
	(Note: Not to be used on legal documents)				

Date created: 8/30/2019
 Last Data Uploaded: 7/10/2019 7:01:24 PM

Developed by  Schneider
 GEOSPATIAL

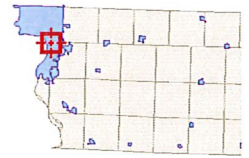


Beacon™

Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	884801246010	Alternate ID	536520	Owner Address	HOELKER MERRITT R HOELKER LOIS M
Sec/Twp/Rng	n/a	Class	R		14859 ENDICOTT WAY #201
Property Address	1911 S ALICE ST	Acreage	n/a		SAINT PAUL MN 55124-6435
	SIOUX CITY				
District	087				
Brief Tax Description	WEST MORNINGSIDE E 1/2 LOT 3 BLK 78				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 8/30/2019
 Last Data Uploaded: 7/10/2019 7:01:24 PM

Developed by Schneider
 GEOSPATIAL

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 02/25/2021 Weekly Agenda Date: 03/02/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Approve the quote for Verizon Reveal GPS monitoring system

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The secondary road department has received quotes from Verizon and ATT for GPS tracking of 57 county secondary road department vehicles and county equipment.

BACKGROUND:

Since 2013 the county secondary road department has utilized GPS tracking of its motor graders, trucks and mowers. Verizon Networkfleet has been the platform used for this tracking. Verizon is shifting its customers to the new Reveal platform. Verizon provided a quotation for reduced monthly costs per unit monitored and no upgrade cost for new GPS units in the vehicles.

FINANCIAL IMPACT:

This project is paid for with local secondary road funds. The new prices for GPS tracking are \$7 lower for vehicles and \$9 less for mobile equipment than our former Networkfleet prices. We will save around \$1200 per year on the monitoring costs.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

I recommend that the Board approve the quotation from Verizon for the Reveal GPS system.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the quotation from Verizon for the Reveal GPS system.

QUOTATIONS FOR VEHICLE GPS MONITORING				
	Vehicle Monthly	Powered Equipment Monthly	Equipment Installation	Total Monthly Cost
Verizon Reveal	\$ 18.95	\$ 15.95	\$ -	\$ 929.35
ATT	\$ 22.00	\$ 14.99	\$ 6,345.00	\$ 1,093.74

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 02/25/2021 Weekly Agenda Date: 03/02/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Approve the quote for ESRI GeoEvent software purchase and interface with Verizon Fleet GPS system

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The secondary road department has received a quote for ESRI software to allow tracking and analysis of county equipment.

BACKGROUND:

Since 2013 the county secondary road department has utilized GPS tracking of its motor graders, trucks and mowers. FEMA now requires counties now to prove they are maintaining their road systems prior to being eligible for disaster recovery funds. The new system will allow the county to provide reports to FEMA when the next disaster occurs based on the GPS monitoring.

FINANCIAL IMPACT:

This project is proposed to be paid for partially by funds awarded for Management Expenses by FEMA for 2019 flood work. The balance of the cost would be paid for with local secondary road funds.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

The county utilizes ESRI software for its geographic information system. This software proposed builds on platforms already owned by the county and gives the county engineer additional capability to use GPS data collected from county vehicles. I recommend that the Board approve the quotation for GeoEvent Server from ESRI.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the quotation for GeoEvent Server from ESRI.



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-435246

Date: February 18, 2021

Customer # 163511 Contract #

County of Woodbury
 Information Communication Commission
 620 Douglas St
 Sioux City, IA 51101

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 2/18/2021 To: 5/19/2021

ATTENTION: Mark Nahra
 PHONE: (712) 279 6484 x206
 EMAIL: mnahra@woodburycountyiowa.gov

Material	Qty	Unit Price	Total
160474	1	\$20,000.00	\$20,000.00

ArcGIS GeoEvent Server Up to Four Cores Perpetual License

158230	1	\$15,500.00	\$15,500.00
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The ArcGIS GeoEvent Server Jumpstart services package provides up to 3 days of on-site installation support for one instance of ArcGIS GeoEvent Server and the ArcGIS Spatiotemporal Big Data Store and configuration support for a GeoEvent Connector by one Esri consultant. Once the connector is configured the GeoEvent data flow will be tested and a web app template or operations dashboard view will be configured to display the GeoEvent data. During this engagement, it is anticipated that the Esri technical consultant will also conduct knowledge transfer on the following standard topics: Using GeoEvent Manager, Using the ArcGIS Spatiotemporal Big Data Store, Creating and configuring GeoEvent service components, Working with Filters, Geofences and Processors, Working with Field Calculator, Field Mapper, and Incident Detector, Working with Stream Services. A pre-visit questionnaire will be provided prior to the on-site engagement to collect information on the customers current ArcGIS implementation. Topics outside the scope of the ArcGIS GeoEvent Server Jumpstart include but are not limited to: Installation and configuration of ArcGIS Enterprise, Development of a Custom GeoEvent Connector, Application Development. On-site support will be provided at a mutually agreed upon customer location during one trip within the United States on consecutive business days during a single work week. Scheduling will be based on resource availability. Customers will need to prepare in advance for Esri's visit. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions and preparation requirements can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services/>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

174382	3	\$750.00	\$2,250.00
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Esri Training Pass per Day One Year Term

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Matt Hoehn	Email: mhoehn@esri.com	Phone: (636) 949-6620 x8553
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

HOEHNM **This offer is limited to the terms and conditions incorporated and attached herein.**



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 2/18/2021 To: 5/19/2021

Quotation # Q-435246

Date: February 18, 2021

Customer # 163511 Contract #

County of Woodbury
 Information Communication Commission
 620 Douglas St
 Sioux City, IA 51101

ATTENTION: Mark Nahra
 PHONE: (712) 279 6484 x206
 EMAIL: mnahra@woodburycountyiowa.gov

	Subtotal:	\$37,750.00
	Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):		\$0.00
	Contract Price Adjust:	\$0.00
	Total:	\$37,750.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Matt Hoehn	Email: mhoehn@esri.com	Phone: (636) 949-6620 x8553
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

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Quotation # Q-435246

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380 New York St
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Date: February 18, 2021

Customer # 163511 Contract #

County of Woodbury
Information Communication Commission
620 Douglas St
Sioux City, IA 51101

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/18/2021 To: 5/19/2021

ATTENTION: Mark Nahra
PHONE: (712) 279 6484 x206
EMAIL: mnahra@woodburycountyiowa.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Matt Hoehn	Email: mhoehn@esri.com	Phone: (636) 949-6620 x8553
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

HOEHNM

This offer is limited to the terms and conditions incorporated and attached herein.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 02/25/2021 Weekly Agenda Date: 03/02/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Consider approval of farm rental contract for the Briese Farm near Correctionville

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

A rental contract with Bruce Willems is being presented to the Board for approval for rental of the Briese farm for calendar years 2021-2023.

BACKGROUND:

Bruce Willems submitted a successful bid for the rental of 41 acres of farm ground adjacent to the county gravel pit on the former Briese property southwest of Correctionville.

FINANCIAL IMPACT:

The rental of the farm acreage is a revenue for the secondary road department to offset the purchase of the gravel pit property.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

I recommend that the Board approve the contract with Bruce Willems for calendar years 2021-2023.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract with Bruce Willems for calendar years 2021-2023.

FARM LEASE CASH RENT

THIS LEASE ("Lease") is made between Woodbury County, Iowa, Board of Supervisors ("Landlord"), and **Bruce Willems**, ("Tenant") whose address is 3785 – 160th St., Correctionville, IA 51016.

THE PARTIES AGREE AS FOLLOWS:

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

41 acres of tillable land of Woodbury County property located in Sections 1, Township 88 N, Range 43 W, Kedron Township, Southeast of Iowa Highway 31 and described legally as follows:

Lots 3, 4, 5 of Briese 1st Addition to Woodbury County, Iowa according to plat thereof; and Parcel C of Government Lot 10 of Section 1, Township 88 North, Range 43 West of the 5th PM, Woodbury County, Iowa; and Parcel B of Government Lot 3 of Section 1, Township 88 North, Range 43 West of the 5th P.M., Woodbury County, Iowa.

Said Real Estate containing 41 tillable acres, more or less, with possession by Tenant for a term of 3 crop years to commence on the 1st day of March, 2021, and end on the 1st day of December, 2023. At the expiration of this lease Tenant will yield possession to Landlord without further notice in as good condition as when the Real Estate was entered upon by the Tenant.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash Rent of \$14,350.00 payable as follows:

One-half (1/2) of the total Rent equaling \$ 7,175.00 due on March 1 of each contract year, and the remaining One-half (1/2) equaling \$ 7,175.00 due on December 1 of each contract year. All Rent is to be paid in person or by mail to Landlord at the Woodbury County Engineer's Office at 759 E. Frontage Road, Merville, IA 51039. Rent must be in Landlord's possession on or before the due date. All sums past due under this Lease shall draw interest at ten percent per annum, payable from the date they become due.

3. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND

GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required

environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock. Tenant shall not keep livestock on the property without Landlord's written consent. Landlord may withhold consent for any reason.

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, if applicable.

4. ENVIRONMENTAL. 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 ensure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing requirements. 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. Tenant shall not use waste oil to suppress dust on any roads on or near 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.

5. TERMINATION OF LEASE. Landlord intends to terminate Lease at the expiration of its term. 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 (Iowa Code § 562.7).

6. 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 \$150 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.

7. 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.

8. 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.

9. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

10. 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.

11. NO AGENCY. Tenant is not an agent of the Landlord.

12. ATTORNEY FEES AND COURT COSTS. If Landlord prevails in a proceeding to enforce any of the terms of this Lease, Landlord shall be entitled to recover its court costs and reasonable attorneys' fees from the Tenant.

13. CHANGE IN LEASE TERMS. This Lease contains the entire agreement between the parties. 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.

14. 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.

15. 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 6, which shall be governed by the Code of Iowa.

16. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

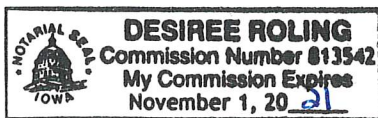
DATED: _____, ²⁰²¹2019.

TENANT: B Willems
Bruce Willems
3785 – 160th St.,
Correctionville, IA 51016

LANDLORD: _____
Rocky DeWitt
Chairperson, Board of Supervisors
Woodbury County, Iowa

STATE OF IOWA: }
 }ss.
WOODBURY COUNTY}

This instrument was acknowledged before me on 2-9, 2021, by Bruce Willems.



Desiree Roling
Notary Public for State of Iowa

This instrument was acknowledged before me on _____, 2021, by Rocky DeWitt, Chairperson of Board of Supervisors, Woodbury County, Iowa.

Notary Public for Woodbury County,
State of Iowa

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 2/24/21

Weekly Agenda Date: 3/2/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, CED Director

WORDING FOR AGENDA ITEM:

Ordinance for Zoning District Map Amendment to re-zone GIS Parcel #894634100004 owned by the Gilbert C. Holmes Irrevocable Trust to Agricultural Estates (AE)
A.) Public Hearing and Approval of 1st Reading

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board of Supervisors will hold a public hearing to discuss a proposed Zoning District Designation Mapping Amendment which would change the zoning district designation for GIS Parcel #894634100004 from Agricultural Presentation (AP) to Agricultural Estates (AE). Following the public hearing, the Board will conduct the first reading of an ordinance approving the amendment to the zoning district map.

A 60% majority of the Board of Supervisors shall be required to adopt the proposed amendment of the zoning district map if the owners of more than 20% of either, (a) the area of the subject property or (b) the area of real property lying within 500 feet of the subject property file a written objection prior to the conclusion of the public hearing.

The Board of Supervisors may impose restrictive conditions upon the approval of an amendment to the zoning district map if, before the conclusion of the public hearing, the owner agrees to the conditions in writing.

BACKGROUND:

Steve Holmes, co-trustee of the Gilbert C. Holmes Irrevocable Trust, owner of GIS Parcel #894634100004, which is located in T89N R46W (Concord Township) in the SW ¼ of the NW ¼ of Section 34, and is addressed: 7510 Correctionville Road, Sioux City, IA 51106, requests to rezone their family's 8.8-acre parcel from the Agricultural Preservation (AP) zoning district to the Agricultural Estates (AE) Zoning District in order to divide the property among the three-sibling trust for future residential use. Concurrently with the rezone, the applicants have filed a minor subdivision application to divide the parcel into three lots (Lot 1 – 3.107 acres; Lot 2 – 3.130 acres; Lot 3 – 3.273 acres) to establish the Rainbow Addition. If approved, Steve Holmes intends to build a new single-family dwelling on the proposed Lot 3, and the existing dwellings on Lots 1 and 2 will remain. This property is not located in the floodplain, but it is in a quarter-quarter section with 2 existing residences. The Zoning Ordinance requires that, "not more than two residences shall be allowed on any quarter-quarter section (nominally 40 acre) tract; if a property owner wishes to subdivide to create more than two parcels on a quarter-quarter section, concurrently with the platting process the zoning designation should be changed from the AP Zoning District to an appropriate classification. The proposed AE Zoning District is designed for this type of proposal as its purpose is "to provide for a limited increase in the amount of small acreage development, including a controlled expansion of residential uses in appropriate locations throughout the county. The county's 2005 Future Land Use Map shows this parcel as being in an area planned for the Rural Residential Zoning District, which is equivalent to today's AE Zoning District. As the purpose of an amendment to the zoning ordinance map is intended to reflect changing use and development patterns in the county and to move the zoning map into compliance with the county's adopted long range Comprehensive Plan, CED staff have recommended approval of the mapping amendment to the Zoning Commission. On 02/22/21 the Zoning Commission held a public hearing on the application and voted unanimously to recommend approval to the Board of Supervisors. In addition to today, the following dates have been tentatively scheduled for the 2nd, and if necessary, 3rd public hearing for additional readings and formal adoption of the ordinance to amend the zoning map: Tuesday, 03/09/21 at 4:45 PM, and Tuesday, 03/16/21 at 4:45 PM.

FINANCIAL IMPACT:

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IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Open and close the public hearing.

Approve the zoning district map amendment for GIS Parcel #894634100004 to Agricultural Estates
Conduct the first reading of the ordinance.

I recommend waiving the need for a third a public hearing/reading which is tentatively scheduled for 03/16/21 at 4:45 PM. Therefore, we could conduct the second public hearing/reading and formally adopt the ordinance on 03/09/21 at 4:45 PM.

ACTION REQUIRED / PROPOSED MOTION:

Open and close the public hearing.

Motion to approve the zoning district map amendment for GIS Parcel #894634100004 to Agricultural Estates

Motion to conduct the first reading of the ordinance.



**WOODBURY COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT**

620 DOUGLAS STREET – SIOUX CITY, IA 51101

David Gleiser · Director · dgleiser@woodburycountyia.gov
Dan Priestley · Zoning Coordinator · dpriestley@woodburycountyia.gov
Dawn Norton · Sr. Clerk · dnorton@woodburycountyia.gov
Telephone (712) 279-6609 Fax (712) 279-6530

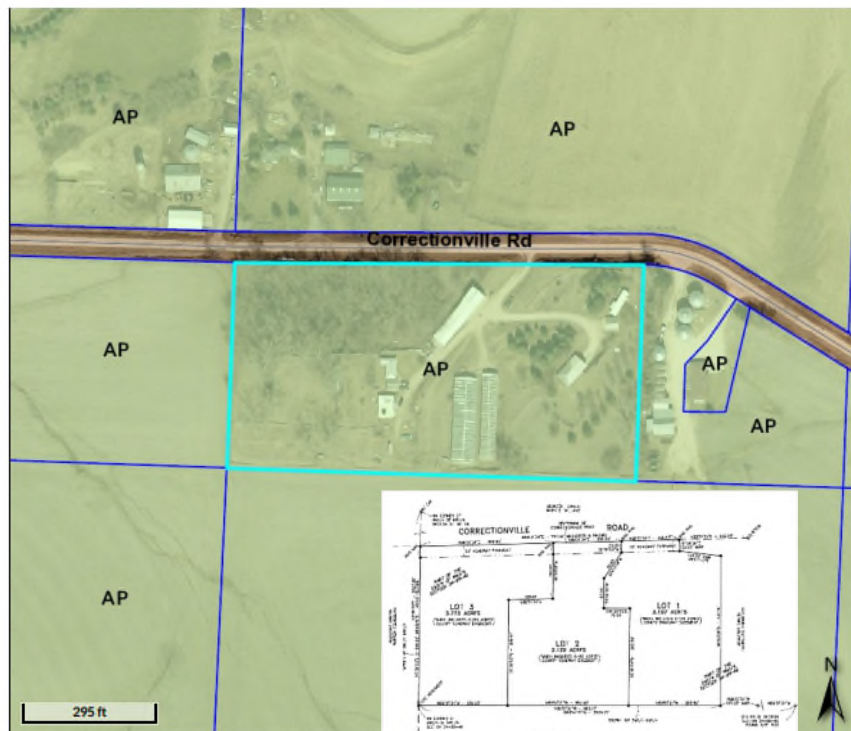
**FINAL REPORT
ZONING ORDINANCE MAP AMENDMENT (REZONE) PROPOSAL
Gilbert C. Holmes Irrevocable Trust
AGRICULTURAL PRESERVATION (AP) to AGRICULTURAL ESTATES (AE)**

Parcel #894634100004

FACTS OF THE CASE

Steve Holmes, co-trustee of the Gilbert C. Holmes Irrevocable Trust has submitted a zoning ordinance map amendment application to rezone their family property from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District concurrently with a minor subdivision application to divide the parcel into three lots (Lot 1 – 3.107 acres; Lot 2 – 3.130 acres; Lot 3 – 3.273 acres) to establish the Rainbow Addition.

The purpose of this proposal is to divide the property among three siblings and enable the opportunity for Steve Holmes to build a single-family dwelling on the proposed Lot 3. The property was purchased by his father, Gilbert C. Holmes in 1961 who operated a fur and fox farm on the property until 1986. Mr. Holmes resided on the property until 2015 and passed in 2019.



Parcel ID	894634100004	Alternate ID	882285	Owner Address	HOLMES GILBERT C IRREVOCABLE TRUST %STEVEN HOLMES CO TRUSTE
Sec/Twp/Rng	34-89-46	Class	R		255 BOULDER LN
Property Address	7510 CORRECTIONVILLE RD SIOUX CITY	Acreage	8.8		AUGUSTA, WV 26704
District	0025				
Brief Tax Description	EX E437.5' S OF CVILLE RD SWNW <i>(Note: Not to be used on legal documents)</i>				

The property is identified as Parcel #894634100004 and located in T89N R46W (Concord Township) in the SW ¼ of the NW ¼ of Section 34. The address is 7510 Correctionville Road, Sioux City, Iowa 51106. The property is not located in the floodplain.

Following the evaluation of the requirements for a rezone as per the Woodbury County Zoning Ordinance, the staff recommends approval of the rezone as proposed.

The Zoning Commission, following their public hearing on February 22, 2021, voted unanimously to recommend approval of zoning district map amendment for Parcel #894634100004 from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District.

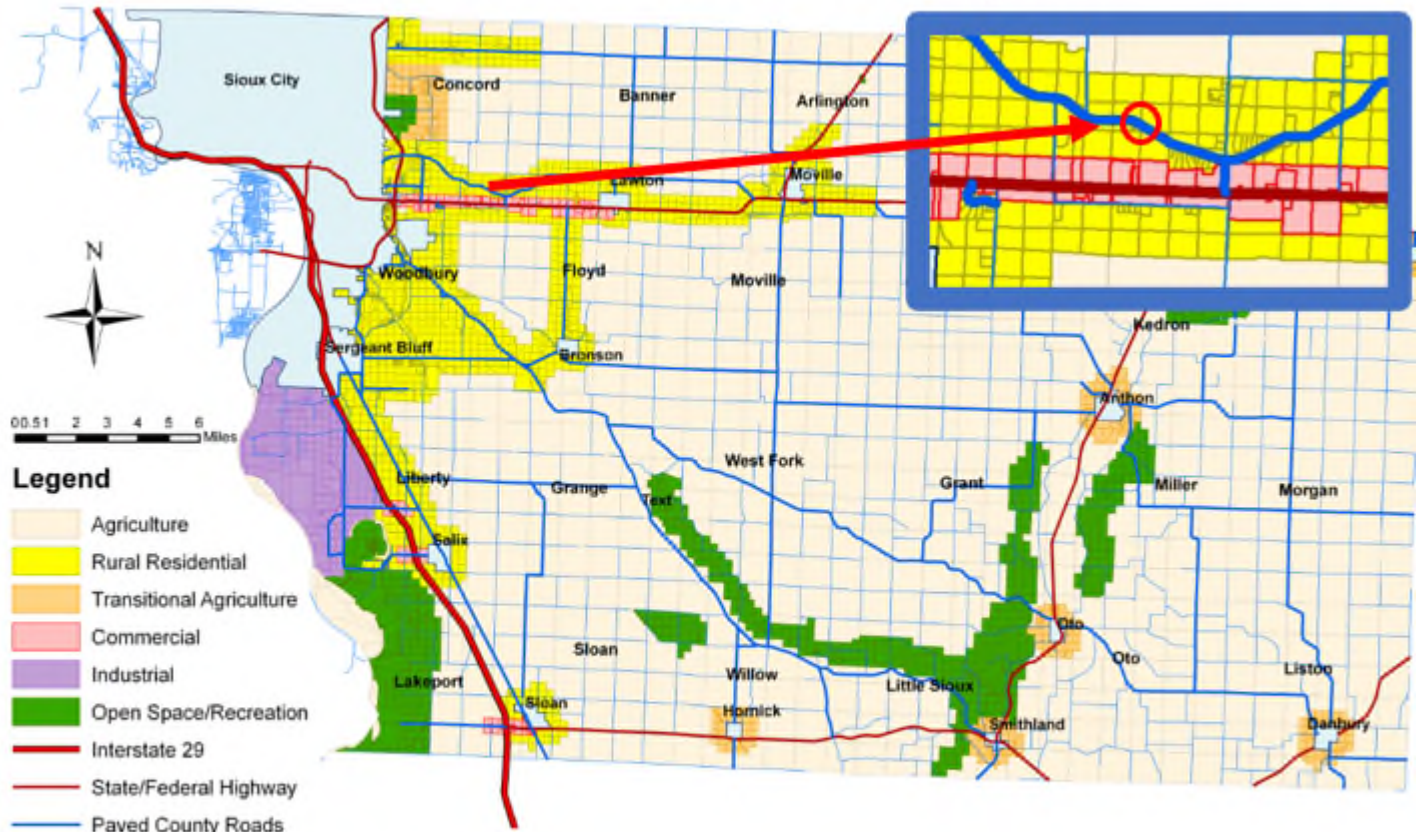
ZONING ORDINANCE EVALUATION CRITERIA FOR BOARD APPROVAL

The Zoning Commission shall base their recommendations and the Board of Supervisors shall base their decision on any requested amendment of the zoning district map on the following criteria:

Conformance with the goals and objectives set forth in the approved General Development Plan for Woodbury County including the Future Land Use Map.

The applicant's proposal to rezone from AP to AE comports with the 2005 General Development Plan's residential goal, its policies, and the future land use map. The area abutting Correctionville Road between Sioux City and Lawton is designated as "Rural Residential" which is an area of the county planned for the development of residences. The general plan's residential policies establish the AE Zoning District as a clear fit based on its purpose and intent. As proposed, the Rainbow Addition final plat meets the zoning requirements for access, setbacks, and use.

Future Land Use Map



Planning for 2025

The Woodbury County General Development Plan

Adopted November 22, 2005

Compatibility and conformance with the policies and plans of other agencies with respect to the subject property.

There are no compatibility or conformance issues with the policies and plans of other agencies with respect to the subject property.

Consideration of the Corn Suitability (CSR) of the property.

The property is suitable for residential purposes. The CSR2 ratings are 32, 58, and 89 with the majority of the property at 58. The general plan discourages non-farm residential uses in prime farmland areas (CSR over 65) and other agricultural districts. The mapping data is attached.

Compatibility with adjacent land uses.

The property is compatible with adjacent land uses as there are two established residences within 1000 FT (one across the road and one abutting the property to the east).

Compatibility with other physical and economic factors affecting or affected by the proposed rezoning.

The proposal is compatible with other physical and economic factors in the project area as there are no major infrastructure improvements required.

Any other relevant factors.

None.

ZONING COMMISSION LEGAL NOTIFICATION

Published in the Sioux City Journal's Legals Section on Thursday, February 10, 2021.

NOTICE REGARDING PUBLIC HEARING
WOODBURY COUNTY ZONING COMMISSION
 The Zoning Commission will hold a public hearing on Monday, February 22, 2021 during their meeting which begins at 6:00 PM. In accordance with Iowa Code Section 421.25, the Zoning Commission will hold an electronic meeting and public hearing for the items hereinafter described in detail, as it is necessary to protect the public from the possible spread of the novel coronavirus, and conducting an e-Person meeting at each step is possible. The meeting will be held on the date and time available during the meeting will be made available during the meeting by telephone. Persons wishing to participate in the public hearing may call: (712) 454-1133 and enter the Conference ID: 923 785 9444 during the item One (1).

Present to Section 335 of the Code of Iowa, the Woodbury County Zoning Commission will hold a public hearing to consider the application for a zoning ordinance map amendment (Ordinance) to rezone the Unincorporated Area of Woodbury County Iowa by Steven Holmes, co-Trustee of the Gilbert C. Holmes Irrevocable Trust. The proposal is to rezone from the Agricultural Preservation (AP) Zoning District to the Residential Medium Density (R2) Zoning District on the property identified as Parcel #894634100004 and addressed, 7510 Cornerstone Road, Sioux City, IA 51106. The property is about 1.8 miles east of Sioux City and about 0.8 miles west of Landon. The property is the South half of the Northwest Quarter (S1/2NW1/4) of Section Thirty-Four (34) 1/4th south of the recovery of the Goodrich survey of the Sioux City and Goodrichville Road, except that portion thereof described as follows: The parcel known as the Goodrich survey of Sioux City and Forty-Five Hundredths (12-45/100) chains West variation 10 degrees from the center of said section Thirty-Four (34), thence West hundredths (12-45/100) chains to a point, thence North variation 10 degrees Seven and Eleven hundredths (7-11/100) chains to the center of same road, thence South Fifty-Nine (59) degrees Fifteen (15) minutes East, along the center of said road to the center of the road, thence of Thirty-Nine hundredths (14-39/100) chains to the point of beginning, and except that portion thereof described as follows: Commencing on the South line of the South half of the Northwest Quarter (S1/2NW1/4) of said Section Thirty-Four (34), East 1/4th of said Section Thirty-Four (34), East One Hundred Two and Nine-Tenths (102-9/10) feet, thence East-Southeast Sixteen and Eight-Tenths (17-8/10) feet, along a Three Hundred Twenty and Seven-Tenths (320-7/10) foot radius curve to the center of said curve, thence East-Southeast Five-Tenths (5/10) minutes West One Hundred Twenty-One and Three-Tenths (121-3/10) feet to the point of beginning. All in Township Eighty-Nine (89) North, Range 36 West, and Section 34, Township 89 North, Range 46 West of the 5th Principal Meridian, Woodbury County, Iowa, more particularly described as follows:

Beginning at the Southwest corner of said Section 34, thence North 89° 07' 56" East along the West line of said Southwest 1/4 of the Northwest 1/4 for 464.42 feet to the corner of Correctionville Road, thence North 89° 31' 34" East along said centerline for 757.50 feet, thence South 1° 29' 26" East for 757.50 feet, thence South 1° 29' 26" East along said centerline for 121.30 feet, thence South 87° 11' 17" East along said southerly right-of-way line for 437.18 ft. to the South line of said Southwest 1/4 of the Northwest 1/4, thence East 87° 11' 17" along said North-South line for 883.17 feet to the point of beginning.

Said described parcel contains 3.510 acres, more or less, which includes 0.574 acres in roadway easement.

Applicant: Steven Holmes, co-Trustee of the Gilbert C. Holmes Irrevocable Trust, 255 Boulder Ln, Augusta, WI 28704.

PROPOSED MINOR SUBDIVISION: To be known as Rainbow Addition - a three lot minor subdivision in a 0.510 acre portion of the Northwest Quarter (NW1/4) of Section 34, Township 89N, Range 46W, (Corned Township) on Parcel # 894634100004, Woodbury County, Iowa, east of Sioux City and about 1.8 miles west of Landon. The property is located in the Agricultural Preservation (AP) Zoning District of Woodbury County, Iowa. Applicant: Steven Holmes, co-Trustee of the Gilbert C. Holmes Irrevocable Trust, 255 Boulder Ln, Augusta, WI 28704.

Published in the Sioux City Journal February 10, 2021. LG1839785

BOARD OF SUPERVISORS LEGAL NOTIFICATION

Published in the Sioux City Journal's Legals Section on Wednesday, February 24, 2021.

NOTICE REGARDING PUBLIC HEARING
WOODBURY COUNTY BOARD OF SUPERVISORS
 The Woodbury County Board of Supervisors will hold a public hearing on Wednesday, February 24, 2021 at 6:45 PM. In accordance with Iowa Code Section 421.25, the Board of Supervisors will hold an electronic meeting and public hearing for the items hereinafter described in detail, on Tuesday, March 2, 2021 at 6:45 PM.

Said hearing will be held at the Woodbury County Courthouse, 630 Douglas Street, Sioux City, Iowa, in the Board of Supervisors Meeting Room in the basement. Copies of said items may now be examined in the Community & Economic Development Department in said Courthouse by any interested persons. All persons who wish to participate in the electronic hearing should participate in the electronic hearing.

Present to Section 335 of the Code of Iowa, the Woodbury County Board of Supervisors will hold a public hearing to consider the application for a zoning ordinance map amendment (Ordinance) to rezone the Unincorporated Area of Woodbury County Iowa by Steven Holmes, co-Trustee of the Gilbert C. Holmes Irrevocable Trust. The proposal is to rezone from the Agricultural Preservation (AP) Zoning District to the Residential Medium Density (R2) Zoning District on the property identified as Parcel #894634100004 and addressed, 7510 Cornerstone Road, Sioux City, IA 51106. The property is about 1.8 miles east of Sioux City and about 0.8 miles west of Landon. The property is the South half of the Northwest Quarter (S1/2NW1/4) of Section Thirty-Four (34) 1/4th south of the recovery of the Goodrich survey of the Sioux City and Goodrichville Road, except that portion thereof described as follows: The parcel known as the Goodrich survey of Sioux City and Forty-Five Hundredths (12-45/100) chains West variation 10 degrees from the center of said section Thirty-Four (34), thence West hundredths (12-45/100) chains to a point, thence North variation 10 degrees Seven and Eleven hundredths (7-11/100) chains to the center of same road, thence South Fifty-Nine (59) degrees Fifteen (15) minutes East, along the center of said road to the center of the road, thence of Thirty-Nine hundredths (14-39/100) chains to the point of beginning, and except that portion thereof described as follows: Commencing on the South line of the South half of the Northwest Quarter (S1/2NW1/4) of said Section Thirty-Four (34) at a point directly west of and adjoining the tract known as the Goodrich survey of the Sioux City and Forty-Five Hundredths (12-45/100) chains West variation 10 degrees from the center of said section Thirty-Four (34), East 1/4th of said Section Thirty-Four (34), East One Hundred Two and Nine-Tenths (102-9/10) feet, thence East-Southeast Sixteen and Eight-Tenths (17-8/10) feet, along a Three Hundred Twenty and Seven-Tenths (320-7/10) foot radius curve to the center of said curve, thence East-Southeast Five-Tenths (5/10) minutes West One Hundred Twenty-One and Three-Tenths (121-3/10) feet to the point of beginning. All in Township Eighty-Nine (89) North, Range 36 West, and Section 34, Township 89 North, Range 46 West of the 5th Principal Meridian, Woodbury County, Iowa, more particularly described as follows:

Beginning at the Southwest corner of said Section 34, thence North 89° 07' 56" East along the West line of said Southwest 1/4 of the Northwest 1/4 for 464.42 feet to the corner of Correctionville Road, thence North 89° 31' 34" East along said centerline for 757.50 feet, thence South 1° 29' 26" East for 757.50 feet, thence South 1° 29' 26" East along said centerline for 121.30 feet, thence South 87° 11' 17" East along said southerly right-of-way line for 437.18 ft. to the South line of said Southwest 1/4 of the Northwest 1/4, thence East 87° 11' 17" along said North-South line for 883.17 feet to the point of beginning.

Said described parcel contains 3.510 acres, more or less, which includes 0.574 acres in roadway easement.

Applicant: Steven Holmes, co-Trustee of the Gilbert C. Holmes Irrevocable Trust, 255 Boulder Ln, Augusta, WI 28704.

Published in the Sioux City Journal February 24, 2021. LG1839840

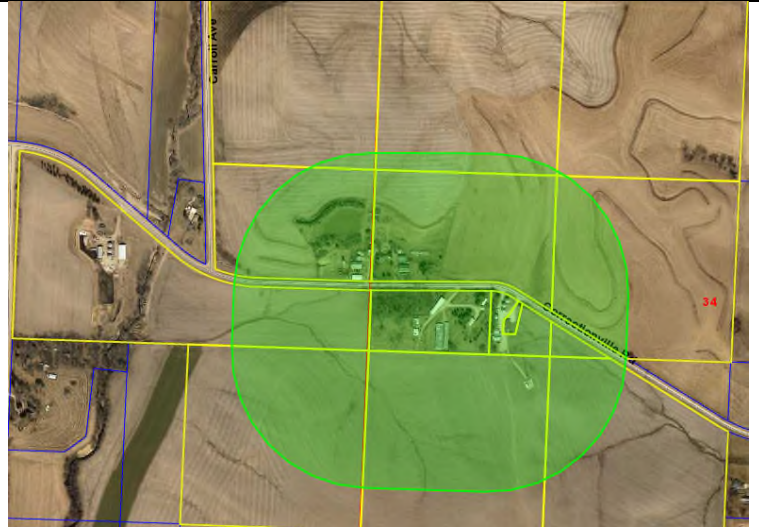
Attorneys & Legals

AREA PROPERTY OWNERS' NOTIFICATION – 1000 FT

The five (5) property owners within 1,000'; and listed within the certified abstractor's affidavit; were notified by a February 5, 2021 letter of the public hearing.

As of February 24, 2021, the Community and Development office has not received written comment from any property owner owning property within 1,000'. The names of the property owners are listed below.

When more comments are received after the printing of this packet, they will be provided at the meeting.



Property Owner(s)	Description Location	Mailing Address	Comments
Gilbert C. Holmes Irrevocable Trust	Part SW 1/4 NW 1/4 South of C'Ville Road	255 Boulder Lane Augusta, WV 26704	No comments.
Flewelling Farm, LTD, a limited partnership	Part SW 1/4 NW 1/4 South of Road & all NW 1/4 SW 1/4 & NE 1/4 SW 1/4 South of C'Ville Road & Part of SE 1/4 NW 1/4 South of C'Ville Road	7462 C'Ville Road Sioux City, IA 51106	No comments.
Cingular Wireless	/LL on NW 1/4 SW 1/4	754 Peach Tree St NE 16th Floor, Atlanta, GA 30308	No comments.
Mark E. Williams	NW 1/4 N of C'Ville Road & NE 1/4 & SW 1/4 N of C'Ville Road & E 1/2 NE 1/4 lvg E of County Road & N of C'Ville Road	1902 110th St. Sioux City, IA 51108	No comments.
Steven C. Flewelling	Part SE 1/4 NE 1/4 South of C'Ville Road & all of NE 1/4 SE 1/4	7462 C'Ville Road Sioux City, IA 51106	No comments.

STAKEHOLDER REVIEW

911 COMMUNICATIONS CENTER:	I have no issues with this. – Glenn Sedivy, 2/3/21
CENTURYLINK:	No comments.
FIBERCOMM:	FiberComm has no concerns! – Jeff Zyzda, 2/3/21
IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR):	No comments.
LONGLINES:	No comments.
MAGELLAN PIPELINE:	Magellan has no issue with the change. – Adrian Reents, 2/3/21
MIDAMERICAN ENERGY COMPANY (Electrical Division):	I have reviewed the proposed rezoning for MEC electric. We have no conflicts with the rezoning. Let me know if you have any questions or concerns. – Casey Meinen, 2/2/21
MIDAMERICAN ENERGY COMPANY (Gas Division):	No conflicts for MEC gas either. – Tyler Ahlquist, 2/2/21
NATURAL RESOURCES CONSERVATION SERVICES (NRCS)	No comments.
NORTHERN NATURAL GAS:	Northern has no easements on this parcel. – Tom Hudson, 2/2/21
NORTHWEST IOWA POWER COOPERATIVE (NIPCO):	NIPCO has no issues with this Rezone & Minor Subdivision. – Jeff Zettel, 2/8/21
NUSTAR PIPELINE:	No comments.
SIUXLAND DISTRICT HEALTH DEPARTMENT:	No comments.
WIATEL:	No comments.
WOODBURY COUNTY ASSESSOR:	No comments.
WOODBURY COUNTY CONSERVATION:	No comments.
WOODBURY COUNTY EMERGENCY SERVICES:	Emergency Services has no issues with this proposal. – Gary Brown, 2/3/21
WOODBURY COUNTY EMERGENCY MANAGEMENT:	I have no questions or concerns. – Rebecca Socknat, 2/3/21
WOODBURY COUNTY ENGINEER:	No comments.
WOODBURY COUNTY RECORDER:	No comments.
WOODBURY COUNTY RURAL ELECTRIC COOPERATIVE (REC):	Woodbury REC does not have any concerns on the proposals. – Kent Amundson, 2/2/21
WOODBURY COUNTY SOIL AND WATER CONSERVATION DISTRICT:	The WCSWCD has no comments regarding this proposed rezoning project. – Neil Stockfleth, 2/2/21

STAFF RECOMMENDATION

Following the evaluation of the requirements for a rezone as per the Woodbury County Zoning Ordinance, the staff recommends approval of the rezone as proposed.

ZONING COMMISSION RECOMMENDATION AND DRAFT MINUTES FROM FEBRUARY 22, 2021 MEETING

RECOMMENDATION:

The Zoning Commission, following their public hearing on February 22, 2021, voted unanimously to recommend approval of zoning district map amendment for Parcel #894634100004 from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District.

DRAFT Minutes - Woodbury County Zoning Commission Meeting – February 22, 2021

The Zoning Commission (ZC) meeting convened on the 22nd of February 2021 at 6:00 PM via teleconference due to the social distancing recommendations as a result of the COVID-19 virus.

ZC Members Present (Telephone):	Chris Zellmer Zant, Tom Bride, Barb Parker, Corey Meister, Jeffrey O'Tool
County Staff Present:	David Gleiser, Dan Priestley
Public Present (Telephone):	Doug Mordhorst, Steve Holmes

Call to Order

Chair Zellmer Zant formally called the meeting to order at 6:00 PM.

Public Comment on Matters Not on the Agenda

Zoning Coordinator Priestley updated the commission on the final approval of Dustin Stieneke's rezone request by the Board of Supervisors on January 19, 2021.

Approval of Minutes

The December 28, 2020 minutes were approved. Motion by Commissioner O'Tool to approve; second by Commissioner Parker. Motion passed 5-0.

Election of Chair and Vice Chair

Commissioner Parker made a motion to nominate Commissioner Chris Zellmer Zant as Chair of the Woodbury County Zoning Commission for 2021; second by Commissioner Meister. Motion passed 5-0. Chair Zellmer Zant accepted the position. Chair Zellmer Zant made a motion to nominate Commissioner Tom Bride as Vice Chair of the Woodbury County Zoning Commission for 2021; second by Commissioner O'Tool. Motion passed 5-0. Vice Chair Bride accepted the position.

Public Hearing – Zoning Ordinance Map Amendment (Rezone) Proposal

Priestley delivered the staff report. Steve Holmes, co-trustee of the Gilbert C. Holmes Irrevocable Trust has submitted a zoning ordinance map amendment application to rezone their family property from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District concurrently with a minor subdivision application to divide the parcel into three lots (Lot 1 – 3.107 acres; Lot 2 – 3.130 acres; Lot 3 – 3.273 acres) to establish the Rainbow Addition. The purpose of this proposal is to divide the property among three siblings and enable the opportunity for Steve Holmes to build a single-family dwelling on the proposed Lot 3. The property was purchased by his father, Gilbert C. Holmes in 1961 who operated a fur and fox farm on the property until 1986. Mr. Holmes resided on the property until 2015 and passed in 2019. The property is identified as Parcel #894634100004 and located in T89N R46W (Concord Township) in the SW ¼ of the NW ¼ of Section 34. The address is 7510 Correctionville Road, Sioux City, Iowa 51106. The property is not located in the floodplain. As of February 22, 2021, no comments were received from property owners within 1000'. Following the evaluation of the requirements for a rezone as per the Woodbury County Zoning Ordinance, the staff recommends approval of the rezone as proposed. Commissioner Parker inquired about the issue of two residences located on Lot 1. Priestley indicated that this was brought to the property owners' attention and staff will work with the property owners on bringing the property into compliance. Commissioner Parker inquired if anyone resides on the property. Steve Holmes, co-trustee of the Gilbert C. Holmes Estate discussed the historical nature of the dwellings. Vice Chair Bride discussed the legal nonconforming structures on the lots. CED Director Gleiser indicated that staff will work with the property owners administratively on the oversight of the second dwelling. A motion was made by Commissioner O'Tool to recommend approval of the zoning district map amendment for Parcel #894634100004 from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District; second by Commissioner Parker. Motion passed 5-0.

Public Hearing – Rainbow Addition Minor Subdivision Proposal

Priestley delivered the staff report. Steve Holmes, co-trustee of the Gilbert C. Holmes Irrevocable Trust has submitted a minor subdivision application to divide their family parcel into three lots (Lot 1 – 3.107 acres; Lot 2 – 3.130 acres; Lot 3 – 3.273 acres) to establish the Rainbow Addition. It is required that this property be concurrently rezoned from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District to meet the requirements of Section 3.01.1(B) of the Woodbury County Zoning Ordinance as not more than two homes are allowed in a 40 acre tract in the AP Zoning District as is allowed in the AE Zoning District. The purpose of this proposal is to divide the property among three siblings. Steve Holmes plans to build a single-family dwelling on the proposed Lot 3 while Lot 1 has two existing dwellings and Lot 2 has an existing dwelling as a result of the property's previous agricultural use. Holmes' father, Gilbert C. Holmes, purchased the land in 1961 and operated a fur and fox farm on the property until 1986. Mr. Holmes resided on the property until 2015 and passed in 2019. The property is identified as Parcel #89463410004 and located in T89N R46W (Concord Township) in the SW ¼ of the NW ¼ of Section 34. The address is 7510 Correctionville Road, Sioux City, Iowa 51106. The property is not located in the floodplain. As of February 22, 2021, no comments were received from property owners within 1000'. Following the evaluation of the staff review requirements for a minor subdivision as per the Woodbury County Zoning and Subdivision ordinances, the staff recommends approval of the final plat as proposed. Vice Chair Bride inquired about the septic system on Lot 2 and about the required lot frontage. Priestley indicated that Lot 1 complies with the 200 FT frontage requirement. Steve Holmes stated that the septic system including drain fields are contained on Lot 2. Chair Zellmer Zant inquired about septic system transfer protocol. Priestley stated that Siouxland District Health oversees the septic requirements. Chair Zellmer Zant inquired about the mag nails on the plat in terms of frontage. Surveyor Doug Mordhorst discussed the areas of roadway easement and right-of-way. Chair Zellmer Zant inquired whether each lot would be served by a driveway. Mordhorst stated yes. Commissioner Meister inquired about the approval of lots with nonconforming structures. Priestley indicated that it is common and allowed. Chair Zellmer Zant indicated that in 2005 the opportunity for a grandpa house was put into place for a relative who could not live alone. Commissioner Meister inquired about what happens if a non-family member lives in a house that was at one time designed as one for a relative or worker. Gleiser indicated that once the allowed use ceases for a year, then its no longer allowed. Also, if the property sustains more than 50% of what it costs to repair it, it would not be allowed. Staff will work with the property owner to bring the property into compliance. Commissioner O'Tool inquired about the location of the driveways. Priestley indicated that the driveway location is the role of the Secondary Roads department. Chair Zellmer Zant made a motion to close the public hearing; second by Vice Chair Bride. Motion passed 5-0. A motion was made Commissioner Meister to recommend approval of the Rainbow Addition final plat as proposed to the Board of Supervisors; second by Commissioner O'Tool. Motion passed 5-0.

Public Comment on Matters Not on the Agenda

None.

Commissioner Comment or Inquiry

None.

Adjourn

Motion by Chair Zellmer Zant to adjourn; second by Commissioner Meister. Motion passed 5-0. Meeting adjourned at 6:47 PM.

PROPOSAL TIMELINE: Public Hearings

- Zoning Commission (Rezone Request) – February 22, 2021
- Board of Supervisors (Rezone Request) – March 2, March 9, & March 16, all at 4:45 PM

PROPOSED ORDINANCE REZONE AMENDMENT

ORDINANCE NO. __

**A ZONING DISTRICT DESIGNATION MAPPING AMENDMENT
TO THE WOODBURY COUNTY, IOWA ZONING ORDINANCE**

WHEREAS the Board of Supervisors of Woodbury County, Iowa, adopted a Zoning Ordinance on July 22, 2008, by Resolution No. 10,455 being recorded in the Office of the Woodbury County Recorder, and

WHEREAS the Woodbury County Board of Supervisors has received a report in respect to amending the said Ordinance from the Woodbury County Zoning Commission which held a public hearing on the amendment; all as by law provided. Which the amendment is attached hereto marked item One (1), and hereby made a part hereof; and

WHEREAS the Woodbury County Board of Supervisors has received said report, studied and considered the same, and has held hearings on said amendment, all as by law provided; and

WHEREAS the Woodbury County Board of Supervisors has concluded that the said ordinance shall amend the aforesaid Zoning Ordinance;

NOW THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors, duly assembled, that the aforesaid Zoning District is amended as shown on said attached item One (1); and the previous zoning district designation shall be repealed upon the effective date of this amendment.

Dated this ____ day of _____ 2021.

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS

Rocky De Witt, Chairman

Matthew A. Ung, Vice Chairman

Mark Monson

Keith Radig

Justin Wright

PROPOSED Adoption Timeline:

Public Hearing and 1 st Reading:	March 2, 2021
Public Hearing and 2 nd Reading:	March 9, 2021
Public Hearing and 3 rd Reading:	March 16, 2021
Adopted:	March 16, 2021
Effective:	Upon Publication

ITEM ONE (1)

Property Owner: Gilbert C. Holmes Irrevocable Trust, 255 Boulder LN, Augusta, WV
26704

Petitioner Applicant: Steve Holmes, Co-trustee, Gilbert C. Holmes Irrevocable Trust, 255
Boulder LN, Augusta, WV 26704

Pursuant to Section 2.02:4 of the Woodbury County Zoning Ordinance, and in accordance with Section 335 of the Code of Iowa, the Woodbury County Zoning Commission held a public hearing on Monday, February 22, 2021, to review and make recommendation for an amendment to the Woodbury County Zoning Ordinance and Mapping for the unincorporated area of Woodbury County, Iowa as follows:

Amendment to rezone from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District for 9.510 acres located in the SW ¼ of the NW ¼ in Section 34, T89N, R46W (Concord Township) in the County of Woodbury and State of Iowa. The property is known as GIS Parcel # 894634100004.

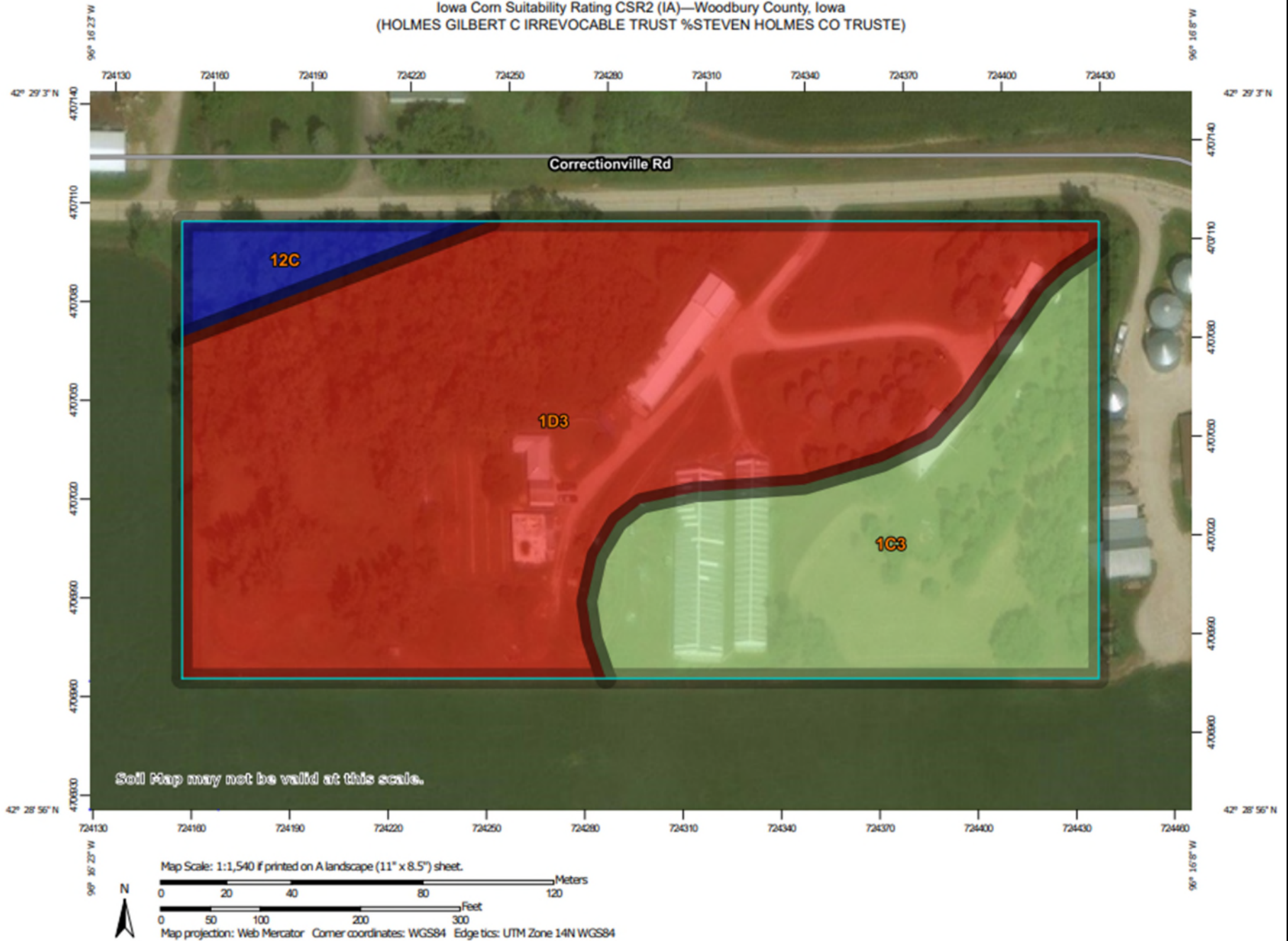
All that part of the South Half of the Northwest Quarter (S1/2NW1/4) of Section Thirty-Four (34) lying south of the resurvey of the Goodrich survey of the Sioux City and Correctionville Road; except that portion thereof described as follows: a tract commencing in the center of the resurvey of the Goodrich survey of Sioux City and Correctionville Road at a point Twelve and Forty-Five hundredths (1245/100) chains West variation 10 degrees from the center of said section Thirty-Four (34); thence West variation 10 degrees Twelve and Forty-Five hundredths (12-45/100) chains to a pipe; thence North variation 10 degrees Seven and Eleven hundredths (7-11/100) chains to the center of same road; thence South Fifty-Nine (59) degrees Fifteen (15) minutes East, along the center of said section of same road, Fourteen and Thirty-Nine hundredths (14-39/100) chains to the point of beginning; and except that portion thereof described as follows: Commencing on the South line of the South half of the Northwest Quarter (S1/2NW1/4) of said Section Thirty-Four (34) at a point directly west of and adjoining the tract last above excepted: thence North Twenty-Nine (29) rods; thence West Six and One half (6-1/2) rods; thence South Twenty-Nine (29) rods; thence East Six and One half (6-1/2) rods to the point of beginning; and also except that portion thereof described as follows: Commencing at the West Quarter (W1/4) corner of Section Thirty-Four (34); thence North Four Hundred Sixty Three and Eight-Tenths (463.8) feet to the center line of the present established highway; thence North Eighty-Seven (87) degrees Forty-Two (42) minutes East Seven Hundred Fifty-Seven and Five-Tenths (757-5/10) feet along the center line of said established highway; thence South Two (2) degrees Eighteen (18) minutes East Thirty-Three (33) feet to the point of beginning; thence North Eighty-Seven (87) degrees Forty-Two (42) minutes East One Hundred Two and Nine-Tenths (102-9/10) feet; thence Easterly Seventeen and Eight-Tenths (17-8/10) feet along a Three Hundred Twenty and Seven-Tenths (320-7/10) foot radius curve concave Southerly; thence South Seventeen (17) feet; thence North Eighty-Four (84) degrees Five-Tenths (5/10) minutes West One Hundred Twenty-One and Three-Tenths (121-3/10) feet to the point of beginning; All in Township Eighty-Nine (89) North, Range Forty-Six (46) West of the Fifth P.M., in the County of Woodbury and state of Iowa, more particularly described as follows:

All that part of the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 89 North, Range 46 West of the 5th Principal Meridian, Woodbury County, Iowa, described as follows:

Beginning at the Southwest corner of said Southwest 1/4 of the Northwest 1/4 of said Section 34; thence North 0° 39' 05" East along the West line of said Southwest 1/4 of the Northwest 1/4 for 464.42 feet to the centerline of Correctionville Road; thence North 88° 31' 34" East along said centerline for 757.50 feet; thence South 1° 28' 26" East for 33.00 feet to the southerly right-of-way line of said Correctionville Road; thence South 83° 11' 17" East along said southerly right-of-way line for 121.30 feet; thence South 0° 05' 09" West for 437.18 ft to the South line of said Southwest 1/4 of the Northwest 1/4; thence North 89° 57' 21" West along said South line for 883.17 feet to the point of beginning.

Said described parcel contains 9.510 acres, more or less, which includes 0.574 acres in roadway easement.





















Iowa Corn Suitability Rating CSR2 (IA)—Woodbury County, Iowa
(HOLMES GILBERT C IRREVOCABLE TRUST %STEVEN HOLMES CO TRUSTE)



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

MAP LEGEND

Area of Interest (AOI)	Background
 Area of Interest (AOI)	 Aerial Photography
Soils	
Soil Rating Polygons	
 <= 32	
 > 32 and <= 58	
 > 58 and <= 89	
 Not rated or not available	
Soil Rating Lines	
 <= 32	
 > 32 and <= 58	
 > 58 and <= 89	
 Not rated or not available	
Soil Rating Points	
 <= 32	
 > 32 and <= 58	
 > 58 and <= 89	
 Not rated or not available	
Water Features	
 Streams and Canals	
Transportation	
 Rails	
 Interstate Highways	
 US Routes	
 Major Roads	
 Local Roads	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Woodbury County, Iowa
Survey Area Data: Version 30, Jun 10, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 1, 2014—Nov 25, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Iowa Corn Suitability Rating CSR2 (IA)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
1C3	Ida silt loam, 5 to 9 percent slopes, severely eroded	58	2.8	29.2%
1D3	Ida silt loam, 9 to 14 percent slopes, severely eroded	32	6.4	66.5%
12C	Napier silt loam, 5 to 9 percent slopes	89	0.4	4.2%
Totals for Area of Interest			9.6	100.0%

Description

This attribute is only applicable to soils in the state of Iowa. Corn suitability ratings (CSR2) provide a relative ranking of all soils mapped in the State of Iowa according to their potential for the intensive production of row crops. The CSR2 is an index that can be used to rate the potential yield of one soil against that of another over a period of time. Considered in the ratings are average weather conditions and frequency of use of the soil for row crops. Ratings range from 100 for soils that have no physical limitations, occur on minimal slopes, and can be continuously row cropped to as low as 5 for soils that are severely limited for the production of row crops.

When the soils are rated, the following assumptions are made: a) adequate management, b) natural weather conditions (no irrigation), c) artificial drainage where required, d) no frequent flooding on the lower lying soils, and e) no land leveling or terracing. The weighted CSR2 for a given field can be modified by the occurrence of sandy spots, local deposits, rock and gravel outcrops, field boundaries, and noncrossable drainageways. Even though predicted average yields will change with time, the CSR2 values are expected to remain relatively constant in relation to one another over time.

Rating Options

Aggregation Method: No Aggregation Necessary

Aggregation is the process by which a set of component attribute values is reduced to a single value that represents the map unit as a whole.

A map unit is typically composed of one or more "components". A component is either some type of soil or some nonsoil entity, e.g., rock outcrop. For the attribute being aggregated, the first step of the aggregation process is to derive one attribute value for each of a map unit's components. From this set of component attributes, the next step of the aggregation process derives a single value that represents the map unit as a whole. Once a single value for each map unit is derived, a thematic map for soil map units can be rendered. Aggregation must be done because, on any soil map, map units are delineated but components are not.

For each of a map unit's components, a corresponding percent composition is recorded. A percent composition of 60 indicates that the corresponding component typically makes up approximately 60% of the map unit. Percent composition is a critical factor in some, but not all, aggregation methods.

The majority of soil attributes are associated with a component of a map unit, and such an attribute has to be aggregated to the map unit level before a thematic map can be rendered. Map units, however, also have their own attributes. An attribute of a map unit does not have to be aggregated in order to render a corresponding thematic map. Therefore, the "aggregation method" for any attribute of a map unit is referred to as "No Aggregation Necessary".

Tie-break Rule: Higher

The tie-break rule indicates which value should be selected from a set of multiple candidate values, or which value should be selected in the event of a percent composition tie.

PARCEL REPORT

Summary

Parcel ID 894634100004
Alternate ID 882285
Property Address 7510 CORRECTIONVILLE RD
 SIOUX CITY IA 51106
Sec/Twp/Rng 34-89-46
Brief Tax Description EX E437.5' S OF CVILLE RD SWNW
(Note: Not to be used on legal documents)
Deed Book/Page 742-8837 (8/21/2015)
Gross Acres 8.80
Net Acres 8.80
Adjusted CSR Pts 0
Zoning AP - AGRICULTURAL PRESERVATION
Class R - Residential
(Note: This is for tax purposes only. Not to be used for zoning.)
District 0025 CONCORD/LAWTON-BRONSON
School District LAWTON BRONSON
Neighborhood N/A
Main Area Square Feet N/A



Owner

Deed Holder
 Holmes Gilbert C Irrevocable
 Trust %Steven Holmes CO Truste
 255 Boulder Ln
 Augusta WV 26704



Land

Lot Area 8.80 Acres ; 383,328 SF

Residential Dwelling Occupancy Single-Family / Owner Occupied Style 1 Story Frame Architectural Style N/A Year Built 1958 Condition Normal Roof Asph / Hip Flooring Foundation TILE Exterior Material Alum Interior Material Drwl Brick or Stone Veneer Total Gross Living Area 840 SF Attic Type None; Number of Rooms 4 above; 0 below Number of Bedrooms 2 above; 0 below Basement Area Type None Basement Area 0 Basement Finished Area Plumbing 1 Base Plumbing (Full ; Appliances 1 Range Unit; 1 Dishwasher; Central Air Yes Heat Yes Fireplaces Porches Decks Additions Garages 528 SF - Det Frame (Built 1900); Main Area Square Feet 840	Residential Dwelling Occupancy Single-Family / Owner Occupied Style 1 Story Frame Architectural Style N/A Year Built 1971 Condition Normal Roof Asph / Hip Flooring Foundation C Blk Exterior Material Composite Siding Interior Material Drwl Brick or Stone Veneer Total Gross Living Area 1,242 SF Attic Type None; Number of Rooms 0 above; 0 below Number of Bedrooms 0 above; 0 below Basement Area Type Full Basement Area 1,242 Basement Finished Area 340 - Standard Finish Plumbing 1 Base Plumbing (Full ; Appliances 1 Dishwasher; Central Air Yes Heat Yes Fireplaces Porches 1S Frame Enclosed (336 SF); Decks Additions Garages 576 SF - Det Frame (Built 1991); Basement Stall - 2 stalls; Main Area Square Feet 1242	Residential Dwelling Occupancy Single-Family / Owner Occupied Style Mfd Home (Single) Architectural Style N/A Year Built 1976 Condition Normal Roof T & G / Flat Flooring Foundation Poured Conc Exterior Material Composite Siding Interior Material Plas Brick or Stone Veneer Total Gross Living Area 784 SF Attic Type None; Number of Rooms 0 above; 0 below Number of Bedrooms 0 above; 0 below Basement Area Type None Basement Area 0 Basement Finished Area Plumbing 1 Base Plumbing (Full ; Appliances Central Air No Heat Yes Fireplaces Porches 1S Frame Enclosed (70 SF); Decks Additions Garages Main Area Square Feet 784
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Agricultural Buildings

Plot #	Type	Description	Width	Length	Year Built	Building Count
0	Machine or Utility Building		26	42	1950	1
0	Barn - Pole	STORAGE	30	32	1986	1
0	Steel Utility Building		30	130	1978	1
0	Barn - Pole		32	180	1979	1
0	Barn - Pole	MINK SHED	30	180	1986	1

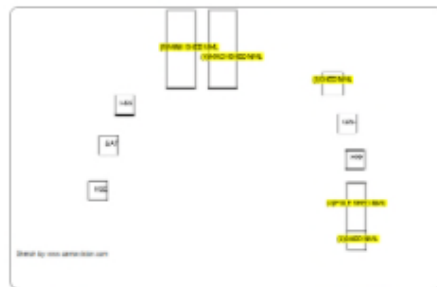
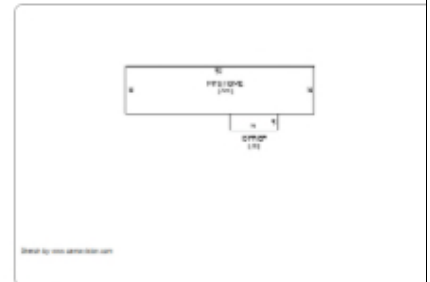
Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
12/17/2008	HOLMES GILBERT C FUNNEL TRUST	HOLMES GILBERT C	701/1285	TRANSFER TO / BY ADMINISTRATOR, GUARDIAN, CONSERVATOR, REFEREE, TRUSTEE	Deed		\$0.00
12/17/1991	HOLMES GILBERT C TRUSTEE	HOLMES GILBERT C FUNNEL TRUST	255/1688	TRANSFER TO / BY ADMINISTRATOR, GUARDIAN, CONSERVATOR, REFEREE, TRUSTEE	Deed		\$0.00

Valuation

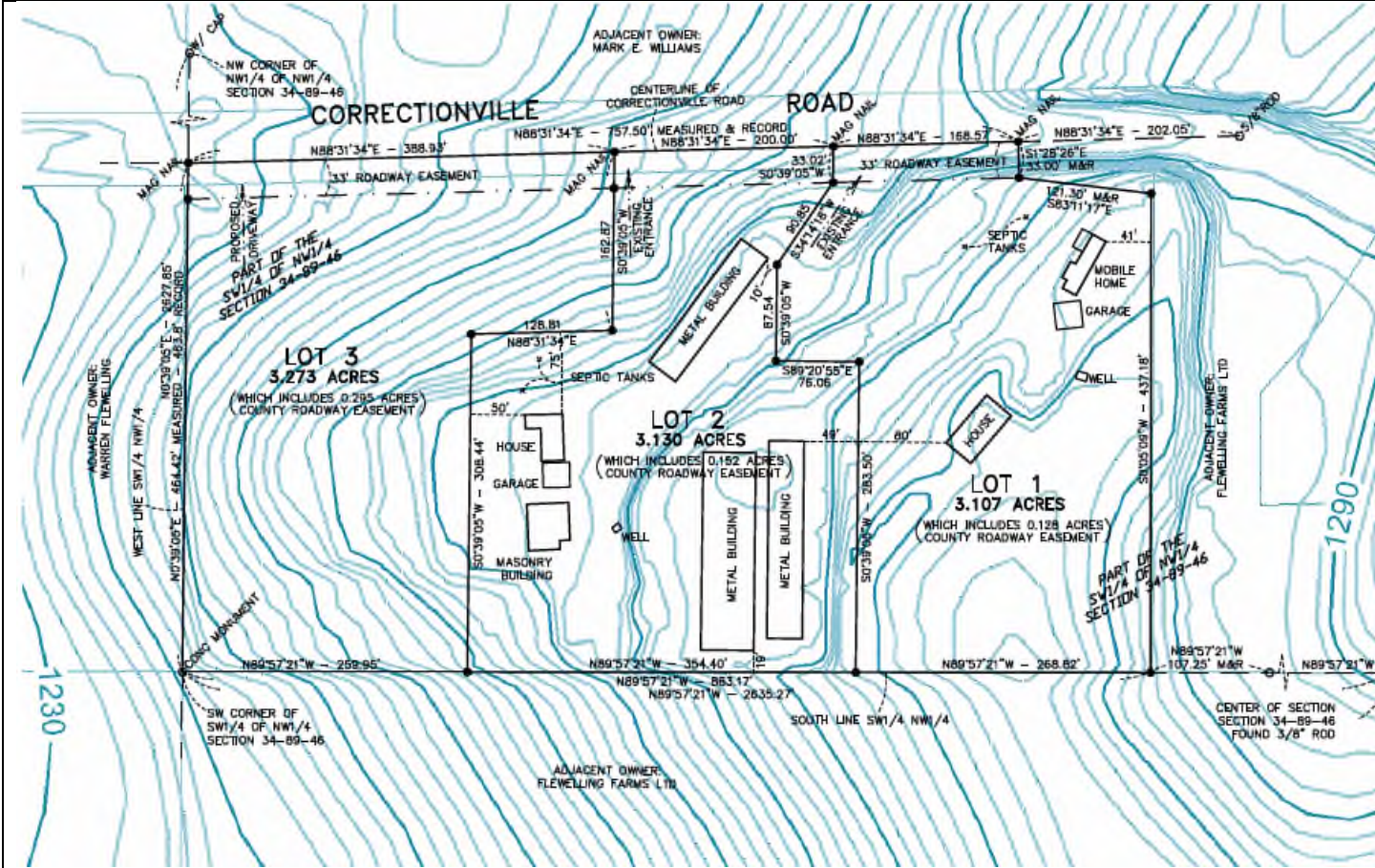
Classification	2020	2019	2018	2017
	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$57,780	\$57,780	\$44,940	\$44,940
+ Assessed Building Value	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$246,710	\$246,710	\$246,710	\$246,710
= Gross Assessed Value	\$304,490	\$304,490	\$291,650	\$291,650
- Exempt Value	\$0	\$0	\$0	\$0
= Net Assessed Value	\$304,490	\$304,490	\$291,650	\$291,650

Sketches



PROPOSED PLAT EXCERPT

TOPOGRAPHY





Rezoning Application & Zoning Ordinance Map Amendment

Owner Information:	Applicant Information:
Owner <u>Silbert C Holmes IRRV TRUST</u>	Applicant <u>[Signature]</u>
Address <u>255 Boulder Ln</u> <u>Augusta WV 26704</u>	Address <u>255 Boulder Ln</u> <u>Augusta WV 26704</u>
Phone <u>304-703-3036</u>	Phone <u>304-703-3036</u>

Engineer/Surveyor Douglas J. Mordhorst Phone 712-258-6844, 712-253-1003

Property Information:

Property Address or Address Range 7510 Correctionville Road

Quarter/Quarter SW 1/4 NW 1/4 Sec. 34 Twship/Range E 9-46

Parcel ID # 89463410004 or GIS # _____ Total Acres 2.510

Current Use Residential Proposed Use Residential

Current Zoning AP Proposed Zoning AP

Average Crop Suitability Rating (submit NRCS Statement) Not on file

The filing of this application is required to be accompanied with all items and information required pursuant to section 2.02(4)(C)(2) through (C)(4) of Woodbury County's zoning ordinances (see attached pages of this application for a list of those items and information).

A formal pre-application meeting is recommended prior to submitting this application.

Pre-app mtg. date 9/8/21 Staff present Don Priestley, David Gleason, Mark Nabe

The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Woodbury County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the Woodbury County Planning and Zoning Office and zoning commission members to conduct a site visit and photograph the subject property.

This Rezoning Application / Zoning Ordinance Map Amendment is subject to and shall be required, as a condition of final approval, to comply with all applicable Woodbury County ordinances, policies, requirements and standards that are in effect at the time of final approval.

Owner Silbert C. Holmes IRRV TRUST Applicant [Signature] Trustee

Date Nov/9/2020 Date Nov/9/2020

Fee: \$400 Case #: 16636

Check #: 0198117619

Receipt #: _____

Date Received

