



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (DECEMBER 6) (WEEK 48 OF 2022)

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 Jeremy Taylor 259-7910 jtaylor@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 December 6, 2022 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 7 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 November 29, 2022 meeting
4. Approval of claims
5. County Treasurer - Tina Bertrand
Approve refund request for overpayment of taxes for parcel #894716401030 in the amount of \$22.00
6. Juvenile Detention - Ryan Weber
Approval of Juvenile Detention Service Agreement between Woodbury County, Iowa and Omaha Nation, NE.

7. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process

End Consent Agenda

8. Conservation – Dan Heissel

Approval of University of Iowa Geological Survey to drill a monitoring well at Midway Park Action
9. Secondary Roads – Mark Nahra
 - a. Approve the contract for gravel purchase with Hallett Materials for \$2,100,000.00 Action
 - b. Approve the contract for gravel purchase with Hallett Materials for \$412,500.00 Action
 - c. Approve the project agreement for project NHSX-020-19(179)—3H-97 and NHSX-020-19(180)—3J-97 and direct the chair to sign said agreement Action
 - d. Discussion to amend the Secondary Road Driveways and Entrances Policy to allow a second driveway on paved curb and gutter roads with minimum speed limits and limited access (cul-de-sacs) where access is limited by existing septic systems, buildings etc. limiting the usefulness of the property Information
10. Community & Economic Development – Daniel Priestley
 - a. Receive the Zoning Commission’s recommendation from their 11/28/22 meeting to approve the final plat of the Zahnley First Addition, a minor subdivision to Woodbury County, Iowa Action
 - b. Accept and approve the final plat of the Zahnley First Addition, a minor subdivision to Woodbury County, Iowa Action
 - c. Receive the Zoning Commission’s recommendation and final report from November 28, 2022 meeting about a Zoning Ordinance Text Amendment concerning Hazardous Liquid Pipelines Action
11. County Sheriff – Chad Sheehan
 - a. Approve lease proposal between Woodbury County and Iowa Department of Public Safety at 1600 County Home Road, Sioux City, Iowa Action
 - b. Approve creating new Jail Sergeant January 1, 2023 and new Jail Lt. March 1, 2023 Action
12. Building Services – Kenny Schmitz & Board Administration – Dennis Butler

Capital Improvement Financial Update Information
13. Board Administration – Dennis Butler

Approve the funding for furniture, fixture equipment at the new Law Enforcement Center from Woodbury County’s FY 23 CIP in the amount of \$941,000.00 Action
14. Reports on Committee Meetings Information
15. Citizen Concerns Information
16. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- MON., DEC. 5** **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., DEC. 7** **10:00 a.m.** Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
11:00 a.m. Loess Hills Alliance Executive Meeting
1:00 p.m. Loess Hills Alliance Full Board Meeting
- THU., DEC. 8** **1:30 p.m.** SIMPCO – Community and Economic Development, Hybrid
4:00 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., DEC. 14** **7:30 a.m.** SIMPCO – Executive-Finance Committee Meeting, Hybrid
8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
- THU., DEC. 15** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
5:00 p.m. SIMPCO Board of Directors, Country Club, 4001 Jackson Street
- FRI., DEC.16** **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- WED., DEC. 21** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., DEC. 22** **11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., DEC. 26** **6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., DEC. 27** **2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., DEC. 28** **2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- WED., JAN. 4** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., JAN. 5** **10:00 a.m.** COAD Meeting, The Security Institute

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.

NOVEMBER 29, 2022 FORTY-EIGHTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 29, 2022, at 4:30 p.m. Board members present were De Witt, Taylor, Ung (phone) and Radig; Wright was absent. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, 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. There were no citizen concerns.
2. Motion by Radig second by Taylor to approve the agenda for November 29, 2022. Carried 4-0. Copy filed.

Motion by Taylor second by Radig to approve the following items by consent:
 3. To approve minutes of the November 22, 2022, meeting. Copy filed.
 4. To approve the claims totaling \$374,053.10. Copy filed.
 5. To approve the separation of Melinda Sandvick, Asst. County Attorney, effective 11-18-22. Resignation. Copy filed.
 - 6a. To approve the property tax refund for 2301 17 W 19th, parcel #894719401001, in the amount of \$15,911.00. Copy filed.
 - 6b. To approve the property tax refund for 2301 17 W 19th St., parcel #894719401001, in the amount of \$116.00. Copy filed.
 - 6c. To approve the property tax refund for 104 W 8th St. Lot 345, parcel #884730301985, in the amount of \$40.00. Copy filed.
 - 6d. To approve the property tax refund for 2636 S St. Marys St., parcel #884706405008, in the amount of \$149.90. Copy filed.

Carried 4-0.

7. Motion by Taylor second by De Witt to approve changing the job title and pay of two Warrant Clerks to two Correctional Officers effective December 12, 2022. Carried 4-0. Copy filed.
8. Daniel Priestly, Community & Economic Development, provided an overview of the Zoning Commission's 11/28/22 review of the County's permitting process for Hazardous Liquid Pipelines and consideration of a Zoning Ordinance Text Amendment to address separation requirements, consultation zones, planning areas, emergency response and hazard mitigation requirements, and abandonment, discontinuance, and removal of hazardous liquid pipelines requirements, in addition to the existing conditional use permit requirements under subsections 2.02.9 and 3.03.4. Copy filed.

Doyle Turner, Merville, provided comments on the Zoning Commission's 11/28/22 review of the County's permitting process for Hazardous Liquid Pipelines and consideration of a Zoning Ordinance.
9. Reports on Committee Meetings were heard.
10. There were no citizen concerns.
11. Board concerns were heard.

The Board adjourned the regular meeting until December 6, 2022.

Meeting sign in sheet. Copy filed.

**JUVENILE DETENTION SERVICE AGREEMENT BETWEEN WOODBURY
COUNTY, IOWA and OMAHA NATION, NE.**

THIS AGREEMENT, entered this 23rd day of November, 2022, by and between Woodbury County, Iowa and Omaha Nation, NE.

WHEREAS, Woodbury County agrees to allow Omaha Nation juveniles to be housed in the Woodbury County Juvenile Detention Center upon all the conditions set forth below.

NOW THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth;

I. The Parties agree as follows:

A. Omaha Nation agrees to all the following:

1. Omaha Nation will contact the Woodbury County Juvenile Detention Center prior to the transportation of any juvenile to determine the current population and whether the alleged charges meet the criteria for admittance of the juvenile to the Woodbury County Juvenile Detention Center.
2. Omaha Nation will provide twenty-four (24) hour transportation service for all its juveniles transported to and from the Woodbury County Juvenile Detention Center.
3. Omaha Nation will provide all transportation for its juveniles for routine medical treatment, including but not limited to doctor's appointments, dentist appointments, and/or psychiatric or psychological evaluations.
4. Omaha Nation will provide social information about the juvenile to the Woodbury County Juvenile Detention Center as is necessary to assist Woodbury County Juvenile Detention Center staff in providing services to the juvenile.
5. Omaha Nation will pay all costs of evaluations, routine medical exams/treatments, medications, and evaluations not otherwise paid by the family, Title XIX, medical insurance, or Family Centered Services.
6. Omaha Nation will provide the Woodbury County Juvenile Detention Center with court orders that contain the following information: All criminal charges, placement of the temporary care, custody, and control of the juvenile with the Director of the Woodbury County Juvenile Detention Center, and authorization for the Woodbury County Juvenile Detention Center to provide emergency medical care, including surgery.

7. Omaha Nation will pay the costs of any emergency medical care necessary for the juvenile that is not otherwise paid by the family, Title XIX, medical insurance, or Family Centered Services.
 8. Omaha Nation will maintain contact with the Woodbury County Juvenile Detention Center case worker to track the progress of the juvenile.
 9. Omaha Nation will provide any information about the juvenile that exist which indicates the juvenile is a danger to himself/herself or others.
 10. Omaha Nation will remove any of its juveniles as requested by the Woodbury County Juvenile Detention Center within twenty-four (24) hours of notification for any reason unless otherwise authorized by the Director of the Woodbury County Juvenile Detention Center.
 11. Omaha Nation will pay Woodbury County the rate of one hundred fifty (150) dollars per day for each juvenile placed in the Woodbury County Juvenile Detention Center. Omaha Nation will pay the one hundred fifty (150) dollars per day rate for the day of placement of the juvenile in the Woodbury County Juvenile Detention Center and the day of release of the juvenile from the Woodbury County Juvenile Detention Center. Omaha Nation will pay Woodbury County within thirty (30) days from the date of the bill.
- B. Woodbury County and/or the Woodbury County Juvenile Detention Center agree to all the following:
1. Woodbury County will complete intake on all juveniles.
 2. Woodbury County will provide a report on the juvenile's overall conduct during his/her time in the Woodbury County Juvenile Detention Center when necessary.
 3. The Woodbury County Juvenile Detention Center will provide appropriate meals and snacks, sleeping facilities, personal hygiene products, and adequate clothing to the juvenile.
 4. The Woodbury County Juvenile Detention Center will allow two (2) telephone calls during the 7-3 shift and two (2) telephone calls during the 3-11 shift to immediate family members (parents and grandparents) by the juvenile unless otherwise authorized by the Woodbury County Juvenile Detention Center staff. Costs of long distance calls will be assessed to the juvenile.

5. The Woodbury County Juvenile Detention Center will allow the juvenile to have regular telephone calls and visits with his/her juvenile court officer, DHS worker, and attorney.
6. The Woodbury County Juvenile Detention Center will provide scheduled times for visitation with immediate family consisting in this paragraph as parents, grandparents, siblings, or children of the juvenile unless otherwise authorized and approved by the Woodbury County Juvenile Detention Center staff.
7. The Woodbury County Juvenile Detention Center will notify all necessary parties regarding serious medical or behavioral problems within twenty-four (24) hours of the occurrence excluding weekends and holidays.
8. The Woodbury County Juvenile Detention Center will provide the juvenile with crisis counseling.
9. The Woodbury County Juvenile Detention Center will provide the juvenile with educational and recreational services.
10. The Woodbury County Juvenile Detention Center will attempt to collect all necessary medical and other releases for information from the family and juvenile.
11. Woodbury County will bill Omaha Nation at the end of each juvenile's incarceration period in the Woodbury County Juvenile Detention Center.

II. Right of Refusal

The Woodbury County Juvenile Detention Center reserves the right to refuse acceptance of any juveniles anytime the staff deems the juvenile not appropriate for placement at the Woodbury County Juvenile Detention Center. The Woodbury County Juvenile Detention Center will not accept juveniles who are intoxicated, injured without a proper notice from a doctor that states he/she is safe for placement in the Woodbury County Juvenile Detention Center, or if the Woodbury County Juvenile Detention Center is at capacity. The Woodbury County Juvenile Detention Center will not accept a juvenile who has committed or has been alleged to have committed a criminal act not recognized as a criminal act by the State of Iowa.

All juveniles detained in the Woodbury County Juvenile Detention Center will be required to follow the policy and procedures of the Woodbury County Juvenile Detention Center. The Woodbury County Juvenile Detention Center has the right to have a juvenile immediately removed from the facility in cases of assaultive behavior on other residents or staff, if the juvenile attempts harm to himself/herself, if the juvenile conducts sexual misconduct, or if the juvenile's behavior places the juvenile, other residents or staff in danger. Omaha Nation agrees upon receiving notice for removal under any of the above

scenarios by the Woodbury County Juvenile Detention Center, Omaha will have the juvenile removed within three (3) hours of receiving said notification.

III. Default

In the event Omaha Nation fails to comply with any term or condition of this Agreement, Woodbury County shall give Omaha Nation notice of said default. Notice of said default shall specify the nature of the claimed default and Omaha Nation shall have fourteen (14) days after receipt of the said notice to rectify the default.

If Omaha Nation does not rectify the default within the fourteen (14) days, Woodbury County may terminate this Agreement forthwith. If Omaha Nation commits the same default within a sixty (60) day period, Woodbury County may terminate this Agreement forthwith with no additional notice to Omaha Nation.

IV. Termination

Woodbury County shall have the option to terminate this Agreement at any time upon thirty (30) day notice to Omaha Nation. The Agreement may also be amended or terminated at any time upon the written approval of both parties.

Omaha Nation will have all its juveniles picked up within twenty-four (24) hours of the termination of this Agreement.

V. Assignment

This Agreement shall be binding on the parties hereto and neither party shall assign or transfer their interest in this Agreement without the written consent of the other party hereto.

VI. Limited Waiver

The failure of Woodbury County to insist on the strict performance of any of the terms and conditions of this Agreement shall be deemed a waiver of the rights and remedies that Woodbury County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

VII. Indemnification/Hold Harmless

Omaha Nation shall defend, indemnify, and hold harmless the Woodbury County Juvenile Detention Center and Woodbury County, its officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney's fees, arising or issuing out of or in connection with this Agreement.

VIII. Governing Law

This Agreement shall be governed by the laws of the State of Iowa. The venue for any suit shall be Woodbury County, Iowa.

IX. Instrument as Entire Agreement

This instrument contains the entire agreement between the parties and no statement, promise, or inducements made by either party that are not contained in this written agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date set forth above.

Chairman, Woodbury County
Board of Supervisors

Date

State of Iowa, Woodbury County,

On this ___ day of _____, 2022, before me the undersigned, a Notary Public, in and for said State, personally appeared _____ to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARY PUBLIC in and for the STATE OF IOWA

Leander Merrick
Omaha, Nation
Leander Merrick
Chairman

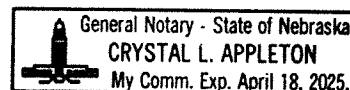
11/23/2022
Date

State of Nebraska, Thurston County,

On this 23 day of November, 2022, before me the undersigned, a Notary Public, in and for said State, personally appeared Leander Merrick to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Crystal L. Appleton

NOTARY PUBLIC in and for the STATE OF Nebraska



HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: December 6, 2022

*** 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
Jordan, Timothy	Juvenile Detention	12-2-22	P/T Youth Worker			S	Resignation.
Tompkins, Aaron	County Sheriff	12-12-22	Civilian Jailer	\$24.28/hour	4%=\$.95/hour	R	Per CWA Civilian Officers Contract agreement, from Class 3 to Class 2.
Fay, Darin	County Sheriff	12-25-22	Sheriff Deputy			S	Retirement.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: *Melissa Thomas HR Director*

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: December 6, 2022

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	(4) Civilian Jailers	CWA: \$23.33/hour		
Juvenile Detention	P/T Youth Worker	AFSCME: \$20.89/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: csheehan@woodburycountyiowa.gov
FAX: 712.279.6522

November 30th, 2022

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 Four (4) Correctional Officer position, effective December 6th, 2022. We request this be placed on the agenda for Tuesday December 5th, 2022, 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 BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 11/30/22 Weekly Agenda Date: 12/06/22

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dan Hessel, Director - Woodbury County Conservation

WORDING FOR AGENDA ITEM:

Approval of University of Iowa Geological Survey to drill a monitoring well at Midway Park

ACTION REQUIRED:

- Approve Ordinance Approve Resolution Approve Motion
Give Direction Other: Informational Attachments

EXECUTIVE SUMMARY:

The County Attorney has looked at this agreement, made changes and the University of Iowa has agreed and signed off on it already. The Conservation Board has already approved it for the park.

BACKGROUND:

The Conservation Board has already approved as well as the county attorneys office. Reason Supervisors need to approve as well is because the way the agreement is set up for signature of equitable owner of the property which is under Woodbury County and needs Supervisor approval. This could be done under consent agenda.

FINANCIAL IMPACT:

None

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:

Approve under consent agenda

ACTION REQUIRED / PROPOSED MOTION:

Approve Permission to Enter Property and Authorization to Drill agreement for monitoring well at Midway Park.

Permission to Enter onto Property and Authorization to Drill

This agreement to authorize and permit the Iowa Geological Survey (hereinafter "IGS"), an entity of the University of Iowa (hereinafter "UI") to drill on 3rd party land is entered into on the _____ day of _____, 2022, by and between the IGS and Woodbury County Conservation (hereinafter "Land Owner") for the premises located at Midway Park, and further described and/or depicted on Exhibit A, attached to and incorporated into this agreement (hereinafter "Property"). Landowner agrees the IGS may install and maintain a monitoring well(s) on the Property at a mutually agreed-upon site. The landowner also agrees the IGS will have access to the site, as it reasonably deems necessary for water-level measurements, geophysical measurements, and/or water-quality sampling purposes during the life of this agreement.

The monitoring well will be a hole drilled into the earth according to Iowa Department of Natural Resource regulations. The hole may be cased and screened at an appropriate depth for water level measurements and/or sampling. The well water may be sampled for multiple constituents.

Construction of the well may begin at any time after this agreement is fully executed. The well shall be constructed, installed, and properly maintained by the IGS at its own expense.

At the expiration of this Agreement, the well shall be abandoned in one of the following ways:

1. The well shall be plugged according to Iowa Department of Natural Resource regulations by the IGS at its own expense within a reasonable time after the expiration of this Agreement. The IGS, soon thereafter, shall restore the property, at its expense, as nearly as possible to the same condition as existed prior to the construction of the well, or
2. At the request of the Landowner, and if the well has been in existence for ten years or more, ownership of the well may be transferred to the Landowner under a separate transfer agreement.

This agreement shall become effective when fully executed and shall continue in force for 10 years unless terminated earlier by the IGS upon 60 days written notice. After 10 years, the Agreement remains in force until terminated by either the USGS or the Landowner upon 60 days written notice to the other party.

Both parties recognize that the IGS and UI are instrumentalities of the State of Iowa, and are self-insured. Landlord and Tenant will each keep their respective property interests in the Property and its liability in regard thereto, and the personal property on the Property, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage.

The IGS and UI assume responsibility and agree to pay for any and all property losses or personal injuries arising out of the use and occupancy of the leased premises, which are incurred by reason of the negligence of the IGS and/or UI or its employees or agents to the full extent permitted by Chapter 669 Code of Iowa and pursuant to the procedures set forth therein.

Land Owner(s) represent and warrant the Property is titled in their name(s) and they are the legal and equitable owner(s) of the Property.

Don Hessel 10/13/22
Woodbury County Conservation Board Date

Woodbury County Board of Supervisors Date

David Kieft 11/19/2022
David Kieft Date
University Business Manager
University of Iowa
105 Jessup Hall
Iowa City, IA 52242

Keith Schilling 11/21/22
Keith Schilling Date
Iowa Geological Survey
University of Iowa
300 Trowbridge Hall
Iowa City, IA 52242

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

Date: 12/1/2022 Weekly Agenda Date: 12/6/2022

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

WORDING FOR AGENDA ITEM:

Approve contract for gravel purchase from Hallett Materials.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county engineers office has negotiated purchase price for gravel mined from the Wright gravel pit near Anthon for the gravel road improvement project. Contracts are returned for approval.

BACKGROUND:

Hallett Materials offered a quotation for gravel meeting county specifications from the Wright pit for the gravel road improvement project. This purchase will provide gravel ready for application to the road improvement program and allow us to conserve our resources for the future at the Little Sioux Pit. This gravel will be \$7.00 per ton. 2022 price at Little Sioux was \$6.75 per ton.

FINANCIAL IMPACT:

The project is 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:

I recommend that the Board approve the contract for gravel purchase from Hallett Materials.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract for gravel purchase with Hallett Materials for \$2,100,000.



**WOODBURY COUNTY, IOWA
CONTRACT**

Kind of Work Maintenance Gravel Wright Pit 2023 Road Haul
 Project No. Maintenance Gravel Wright Pit 2023 Road Haul County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following Members: Keith Radig, Rocky De Witt, Jeremy Taylor, Matthew Ung and Justin Wright Contracting Authority, and Hallett Materials, Wall lake IA , Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
Two million One Hundred Thousand and 00/100 (\$2,100,000.00)

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to produce in accordance with Woodbury County Gravel gradations and scope of work for gravel production. Payment of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
	Maintenance Gravel Wright Pit 2023			
1.	Gravel - Crush and Stockpile	300,000 Ton	\$7.00	\$2,100,000.00
TOTAL BID				2,100,000.00

Said specifications are hereby made part of and the basis of this agreement and a true copy of said specifications are now on file in the office of the County Engineer under the date of November 29 ,2022. This contract is in accordance with gradation limits and Supplemental Specifications as provided in Attachment "A" for the gravel production at Wright Gravel Pit. Hallett Materials shall stockpile on Woodbury County Property an amount that reaches approximately 300,000 ton.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. Maintenance Gravel Wright Pit 2023 Road Haul in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Completion Date	Number of Working Days
		August 31, 2024	

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the _____ day of _____, 20_____

Approved:

By _____
 Contractor: Hallett Materials

By _____
 Contracting Authority: Woodbury County Board Chairperson

Date _____

Date _____

ATTACHMENT "A"
SUPPLEMENTAL PROVISIONS

MAINTENANCE GRAVEL WRIGHT GRAVEL PIT
2023

Gravel furnished by the Contractor shall be crushed pit run material. The gravel shall be a uniformly graded product complying with the following gradation specification as closely as possible.

<u>Sieve</u>	<u>Percent Passing</u>
1"	100%
3/4"	75-92%
#4	45-62%
#8	30-45%
#30	10-30%

The contractor will present the county with certified gradations at 1500 ton production intervals or a minimum of 1 (one) per day from the production belt. The county will also be taking random quality assurance samples during gravel production. When the county inspector arrives on site, the contractor will cooperate with the county staff member in obtaining a sample. The county will split the sample and retain both halves.

If the quality assurance sample does not fall within 2% of gradation limits, the county will immediately notify the contractor to take steps to return the material to county specifications. The county will obtain a second quality assurance sample after at least 500 tons has been processed and run a second sample. If the material still does not meet the specified gradation, the County Engineer, at his option, may order production to cease until material produced returns to specified gradations as shown by supplier's quality control samples and the county's quality assurance samples.

A price adjustment will be assessed for non-complying material. After the failure of the first quality assurance sample to meet gradation requirements, the supplier will have 1,000 tons to make corrections. If when a second sample is taken, it still fails to meet specifications, a 5% price deduction will be assessed for the next 300 tons or until the gradation comes back within limits. If the follow-up sample meets gradation requirements, payment will resume at bid price for the material.

The contractor shall hold harmless and indemnify Woodbury County, Iowa and its officers and employees from any and all claims, demands, actions, fines, and judgments for damages arising out of or in connection with any activity of the contractor or any of the contractor's agents or employees under this contract or upon the premises to which this contract applies. **A certificate of insurance listing Woodbury County as an additional insured shall be provided by the successful bidder.**

The contractor shall abide by and enforce the rules and regulations of the Federal Occupational Safety and Health Act (OSHA), as amended; and the Federal Mine Safety and Health Act (MSHA) of 1977, as amended; and shall comply with all other Federal, State, and County laws and regulations and shall hold the county and the public harmless of any penalties and fines that may be assessed against Woodbury County and/or the public resulting from the contractor's operations and/or any other of his activities relative thereto. The haul road within the pit and the access road to the pit shall be considered an integral part of the pit and shall be maintained by the contractor to meet the above referenced laws and regulations. Any penalties and/or fines assessed to Woodbury County relative to the contractor's operations shall be reimbursed in full to the County by the Contractor prior to final settlement of the contract. An access road is defined as an ingress or egress roadway between the pit and an official county road normally used by the traveling public.

The contractor shall bear the full costs of any litigation or other proceedings brought against Woodbury County, Iowa or any of its officers or employees which involves an alleged injury to any employee(s) or agent of the Contractor or to any other person who has been authorized by the contractor to be upon the premises covered by this contract prior to completion of the project, except employees of Woodbury County.

Attachment 1 of 2

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

Date: 12/1/2022 Weekly Agenda Date: 12/6/2022

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

WORDING FOR AGENDA ITEM:

Approve contract for gravel purchase from Hallett Materials.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county engineers office has negotiated purchase price for gravel mined from the Wright gravel pit near Anthon. Contracts are returned for approval.

BACKGROUND:

Hallett Materials mined and produced gravel meeting county specifications from the Wright property, northeast of the Anthon. We have negotiated a favorable price for the material produced. Commercial cost for gravel had been \$8.95 per ton. This maintenance gravel will be \$7.50 per ton. The gravel will be used for normal maintenance.

FINANCIAL IMPACT:

The project is 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:

I recommend that the Board approve the contract for gravel purchase from Hallett Materials.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract for gravel purchase with Hallett Materials for \$412,500.



**WOODBURY COUNTY, IOWA
CONTRACT**

Kind of Work Maintenance Gravel Wright Pit 2023
 Project No. Maintenance Gravel Wright Pit 2023 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following Members: Keith Radig, Rocky De Witt, Jeremy Taylor, Matthew Ung and Justin Wright Contracting Authority, and Hallett Materials, Wall Lake IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____

Four Hundred Twelve Thousand Five Hundred and 00/100 (\$412,500.00)

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to produce in accordance with Woodbury County Gravel gradations and scope of work for gravel production. Payment of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
	Maintenance Gravel Wright Pit 2023			
1.	Gravel - Crush, and Stockpile	55,000 Ton	\$7.50	\$412,500.00
TOTAL BID				\$412,500.00

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of November 29, 2022. This contract is in accordance gradations as provided in Attachment "A" for the gravel production at Wright Gravel Pit. Hallett Materials shall load and scale material from pile until the scaled amount reaches approximately 55,000 ton.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. Maintenance Gravel Wright Pit 2023 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Completion Date	Number of Working Days
		July 1, 2023	

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the _____ day of _____, 20_____

Approved:

By _____
Contractor: Hallett Materials

By _____
Contracting Authority: Woodbury County Board Chairperson

Date _____

Date _____



ATTACHMENT "A" Basic Quality Statistical Summary Report

Plant 182_001298-Anthon Wright
Product 2411-Road Gravel
Specification
Period 01/01/2022 - 11/14/2022

Sieve/Test	Tests	Average	Specification
1 1/2" (37.5mm)	45	100.0	
. 1" (25mm)	45	96.5	
3/4" (19mm)	45	88.6	75-92%
1/2" (12.5mm)	45	79.9	
3/8" (9.5mm)	45	74.3	
#4 (4.75mm)	45	60.7	46-62%
#8 (2.36mm)	45	50.0	30-45%
#16 (1.18mm)	45	36.9	
#30 (.6mm)	45	23.5	10-30%
#50 (.3mm)	45	12.0	
#100 (.15mm)	45	6.9	
#200 (75µm)	45	5.55	
Pan	45	0.00	

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

Date: 12/1/2022 Weekly Agenda Date: 12/6/2022

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

WORDING FOR AGENDA ITEM:

Consider approval of a project agreement with Iowa DOT for project numbered NHSX-020-1(179)--3H-97 and NHSX-020-1(180)--3J-97

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:

Iowa DOT has prepared plans for a grading and paving project on US Hwy 20 from the US 75 interchange to the Whiskey Creek bridge east of Carroll Ave. A project agreement is presented for approval.

BACKGROUND:

The Iowa DOT, as part of a reconstruction project on US Hwy 20, will be paving intersections of county roads, specifically Buchanan Avenue southbound and Carroll Avenue. This agreement authorizes Iowa DOT to perform the work of grading and paving intersection approaches connecting county roads to the Hwy 20 alignment. It also allows paving of Buchanan Avenue from Hwy 20 to Grandy Drive.

FINANCIAL IMPACT:

The estimated project cost for the road fillets is \$340,605.10. The work on behalf of the county that will be billed based on actual cost at the completion of the project and will be paid with Woodbury County local secondary road funds. We are being given three years to repay the project 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:

Recommend that the board approve the project agreement with the Iowa DOT for the above captioned projects and direct the chair to sign the agreement.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the project agreement for project NHSX-020-19(179)--3H-97 and NHSX-020-19(180)--3J-97 and direct the chair to sign said agreement.

July 2014

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>Woodbury</u>
Project No.	<u>NHSX-020-1(179)--3H-97; NHSN-020-1(180)--2R-97</u>
Iowa DOT Agreement No.	<u>2023-C-053</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Woodbury County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 20 within Woodbury County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2022-C-035 for preconstruction was executed by the DOT and LPA on November 3, 2021, and November 2, 2021 respectively; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Grading and new pavement from the U.S. 75/Iowa 12 interchange in Sioux City to Little Whiskey Creek (east bound and west bound). See Exhibit A for location.

- b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
- i. Glenn Ellen Road will be reconstructed from Station 3484+25 to Station 3487+14.66, with a 9.5 inch Portland Cement Concrete (PCC) with a 12 inch Modified Subbase. See Exhibit B for example.
 - ii. Buchanan Avenue North will be reconstructed from Station 4488+11.15 to 4490+90, with a 9.5 inch PCC with 12 inch Modified Subbase.
 - iii. Grandy Drive will be reconstructed from Station 5515+15 to 5518+34.29, with a 9.5 inch PCC with 12 inch Modified Subbase.
 - iv. Buchanan Avenue South will be reconstructed from Station 6518+50 to 6527+61.31, with a 9.5 inch PCC with 12 inch Modified Subbase, Width 24 feet.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 7.110.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

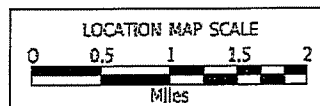
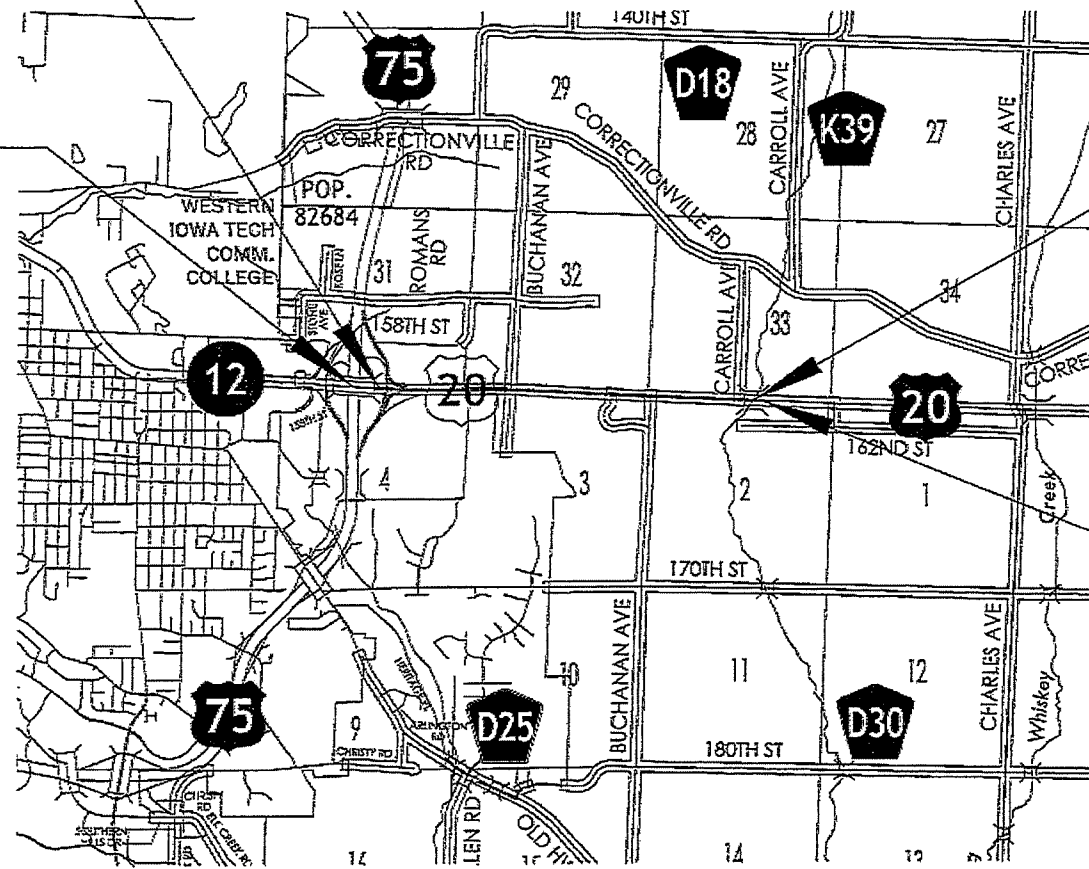
Exhibit A Project Location

ML020
 STA 444+00.00
 MP 4.37
 BEGIN CONSTRUCTION

FHWA IA 12/US 20
 #603830 WB
 #603820 EB

ML020
 STA 555+00.00
 MP 7.44
 END CONSTRUCTION

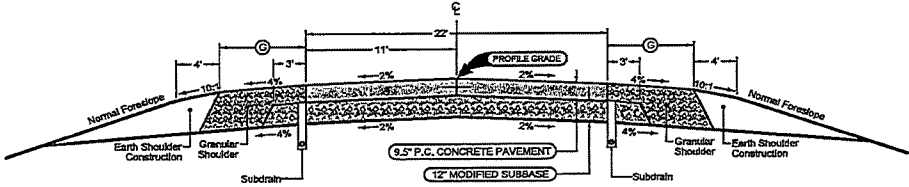
FHWA US 20
 #52860 WB
 #52850 EB



Granular Shoulder

2_G_SR
04-21-20

STATION TO STATION		Ⓢ
		Feet
4488+11.15	4490+00.00	8



Granular Shoulder

2_G_SR
04-21-20

STATION TO STATION		Ⓢ
		Feet
4488+11.15	4490+00.00	8

Mainline Jointing:
Transverse joints: CO at 17' spacing
Longitudinal joint: L-2

STATION TO STATION	
4488+11.15	4490+00.00

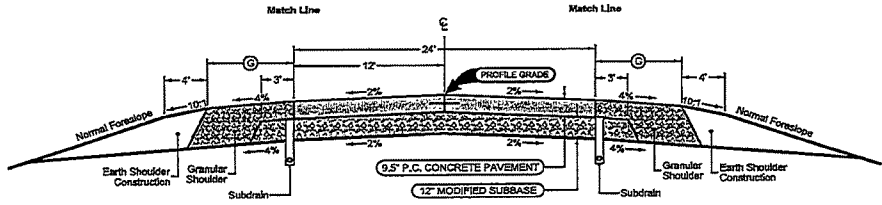
See Tab 100-24M.
See Tab 112-0M for shoulder quantities.

Buchanan Ave. N

Granular Shoulder

2_G_SR_04-21-20

STATION TO STATION		Ⓢ
		Feet
6519+41.03	6527+01.70	5
6527+01.70	6527+51.70	5-61.03



Granular Shoulder

2_G_SR_04-21-20

STATION TO STATION		Ⓢ
		Feet
6519+50.00	6527+00.91	5
6527+00.91	6527+50.91	5-62.32

Mainline Jointing:
 Transverse joints: CD at 17' spacing
 Longitudinal joints: L-2

20
 04-21-20

STATION TO STATION	
6519+50.00	6527+61.31

See Tab 100-24M.
 See Tab 112-9M for shoulder quantities.

Buchanan Ave. S

Exhibit C

ESTIMATE PROJECT QUANTITIES AND COSTS
 NHSX-020-1(179)--3H-97
 Woodbury County - Side Road Connections

Item Code	Item	Unit	Quantity	Unit Cost	Subtotal
2301-1003095	9.5 In PCC Pavement	SY	2954.0	\$ 75.00	\$ 221,550.00
2121-7425010	Modified Subbase	CY	1207.9	\$ 50.00	\$ 60,395.00
2121-7425010	Granular Shoulder	TON	834.7	\$ 30.00	\$ 25,041.00
2123-7450000	Earth Shoulder Constructon	STA	17.7	\$ 150.00	\$ 2,655.00

10% Contingency \$ 30,964.10

TOTAL \$ 340,605.10

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

Date: 11/28/2022 Weekly Agenda Date: _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Don Eggerling

WORDING FOR AGENDA ITEM:

Secondary Road Driveways and Entrances policy amendment

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

Please see attached letter to Supervisors.

FINANCIAL IMPACT:

Cost of installing and potentially removing second concrete driveway installed in error.

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 Secondary Road Driveways and Entrances policy to allow a second driveway on paved curb and gutter roads with minimum speed limits and limited access (cul-de-sacs) where access is limited by existing optic systems, buildings etc. limiting the usefulness of the property.

ACTION REQUIRED / PROPOSED MOTION:

Recommend the Secondary Road Driveways and Entrances policy to allow a second driveway on paved curb and gutter roads with minimum speed limits and limited access (cul-de-sacs) where access is limited by existing optic systems, buildings etc. limiting the usefulness of the property.

Don Eggerling
3 Rose Lane
Sioux City, IA 51106
402-305-2070
doneggerling@gmail.com

11/28/2022

To: Woodbury County Board of Supervisors

Dear Sirs,

My name is Don Eggerling. I live just outside of the city limit on 2 acres. I am currently in the planning process for construction of a new storage building on my property for my fifth wheel camper, the truck I use to pull the camper, and other various items we tend to accumulate. I recently added a second entrance to my property for access to the concrete pad where I currently store my camper and in preparation for the new building. My concrete contractor and I were not aware of the policy regarding secondary entrances to parcels less than 10 acres. This has not always been the county policy as over the years I have noticed that there are other small tracts like mine nearby with more than one entrance.

I met with our Woodbury County Engineer, Mark Nahra, and my concrete contractor a few weeks ago to discuss this policy and my options going forward. In certain situations, like mine, I think a safe exception could be made. I believe a minor policy amendment would resolve the situation for folks with properties like mine without putting any undue burden on Woodbury County or cause any safety issues that you might have on a through street, county road or highway.

With all of that in mind, I am requesting that the county board of supervisors review the secondary roads access policy regarding lots less than 10 acres. Mr. Nahra informs me that this policy has not been reviewed in many years. I am asking the board to consider reasonable exceptions regarding second access to lots less than ten acres on curb and gutter dead-end streets in the county. Some of these smaller tracts are laid out in such a way that a second access is required to make significant improvements to the property. My property is exactly that due to many decisions in the past regarding locations of septic tank, field lines, house, outbuildings, and driveway location. My house is the last one on a street ending at a cul-de-sac with no reasonable access to almost half of the property.

A secondary access on this type of street would not negatively impact public safety or future county right of way expenses like it could on a county highway or gravel road and would benefit the County from improvements to the property resulting in additional tax revenue in perpetuity.

Thank you for your consideration in this matter,


Don Eggerling

North

Laterals

30' Setback

New approximately
42'W x 56'D x 25' H
Pole Building for
storing Camper etc.

< 75' >

Septic Tank

< 75' >

Rose Lane

3 Rose Ln

Well

Beacon™ Woodbury County, IA / Sioux City



Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections
- Parcels
- County Zoning
 - AE
 - AP
 - GC
 - GC-PD
 - GI
 - LI
 - LI-PD
 - SR
 - WR

Parcel ID	894632300004	Alternate ID	881715	Owner Address	SCOTTRICK & CORLEEK
Sec/Twp/Rng	n/a	Class	R		1566 BENTON AVE
Property Address	1566 BENTON AVE	Acreage	4.84		SIOUX CITY, IA 51106
	SIOUX CITY				
District	0025				
Brief Tax Description	MILLERS SUB DIV LOT1				
	(Note: Not to be used on legal documents)				

Date created: 9/30/2022
 Last Data Uploaded: 9/29/2022 7:52:34 PM

Developed by Schneider
 GEOGRAPHIX

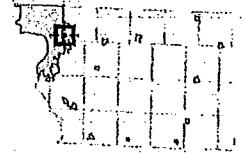
X = 12 Properties within ~1 mile with 2 Access roads (drive ways)
 ↳ All zoned AE and < 10 acres.



Beacon™ Woodbury County, IA / Sioux City



Overview



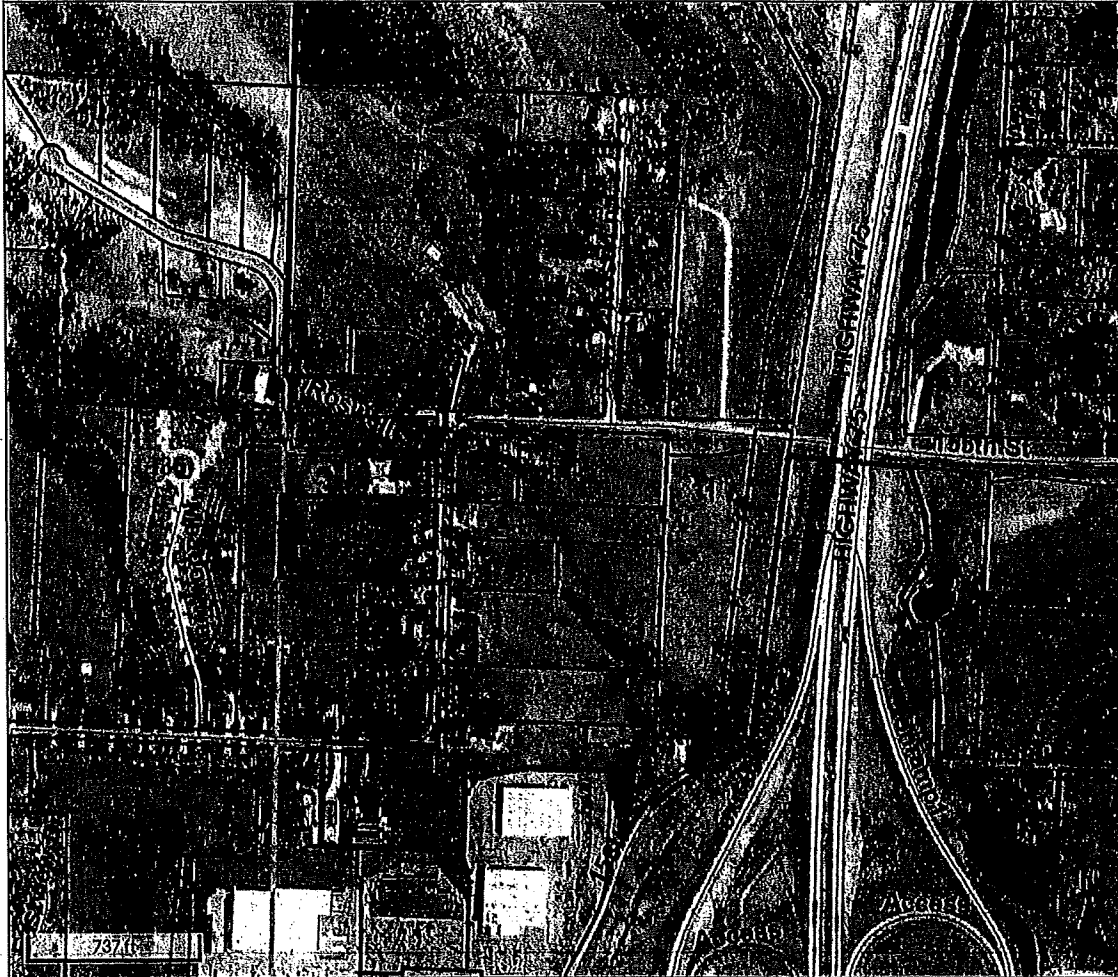
Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

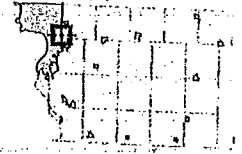
Parcel ID	894631100011	Alternate ID	905520	Owner Address	EGGERLING DONALD & PEGGY
Sec/Twp/Rng	31-89-46	Class	R		3 ROSELN
Property Address	3 ROSELN	Acreage	1.98		SIOUX CITY, IA 51106
	SIOUX CITY				
District	0025				
Brief Tax Description	SUN VIEW ADDN LOT3 BLK1				
	(Note: Not to be used on legal documents)				

Date created: 11/28/2022
 Last Data Uploaded: 11/25/2022 10:22:08 PM





Developed by Schneider
 GEOSPATIAL



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894631100011	Alternate ID	905520	Owner Address	EGGERLING DONALD & PEGGY
Sec/Twp/Rng	31-89-46	Class	R		3 ROSELN
Property Address	3 ROSELN	Acreage	1.98		SIOUX CITY, IA 51106
	SIOUX CITY				
District	0025				
Brief Tax Description	SUN VIEW ADDN LOT3 BLK1				
	(Note: Not to be used on legal documents)				

Date created: 11/28/2022
Last Data Uploaded: 11/25/2022 10:22:08 PM

Developed by  **Schneider**
GEO SPATIAL

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

Date: _____ Weekly Agenda Date: _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _____

WORDING FOR AGENDA ITEM:

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

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:

ACTION REQUIRED / PROPOSED MOTION:



**WOODBURY COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT**
620 DOUGLAS STREET – SIOUX CITY, IA 51101

Dan Priestley · Zoning Coordinator · dpriestley@woodburycountyiowa.gov
Dawn Norton · Sr. Clerk · dnorton@woodburycountyiowa.gov
Telephone (712) 279-6609 Fax (712) 279-6530

**ZAHNLEY FIRST ADDITION, MINOR SUBDIVISION PROPOSAL
FINAL REPORT – 12/1/22**

APPLICATION DETAILS	PROPERTY DETAILS	TABLE OF CONTENTS
Owner(s): Phirman E. Zahnley Application Type: Minor Subdivision (1 Lot) Subdivision Name: Zahnley First Addition Application Date: October 31, 2022 Subdivision Area: 2.43 Total Acres Legal Notice Date: November 12, 2022 Stakeholders (1000') Letter Date: November 9, 2022 Zoning Commission Public Hearing Date: November 28, 2022	Parcel(s): 894227200001 Township: T89N R42W (Union) Section: 27 Quarter: NW ¼ of the NE ¼ Zoning District: Agricultural Preservation (AP) Floodplain District: Zone X (Not in SFHA) Address: 1414 Osceola Ave., Correctionville IA 51016	<input type="checkbox"/> Summary, Aerial & Plat Excerpt, Recommendation <input type="checkbox"/> Application <input type="checkbox"/> Final Plat <input type="checkbox"/> Review Criteria <input type="checkbox"/> Extraterritorial Review <input type="checkbox"/> Legal Notification <input type="checkbox"/> Adjacent Owners' Notification <input type="checkbox"/> Stakeholder Comments <input type="checkbox"/> Supporting Documentation

SUMMARY

Phirman E. Zahnley has filed for a one-lot minor subdivision including Parcel #894227200001 as referenced above. The purpose is to split the house from the farm ground. This proposal has been properly noticed in the Sioux City Journal Legals Section on **November 12, 2022**. The neighbors within 1000 FT have been duly notified via a **November 9, 2022** letter about the **November 28, 2022** Zoning Commission Public Hearing. Appropriate stakeholders including government agencies, utilities, and organizations have been notified and have been requested to comment. The Woodbury County Engineer found the proposal in compliance with Iowa Code closure requirements and found that the lot has adequate access to the road system. Extraterritorial review, as required by Iowa Code 354.9, was completed by the City of Correctionville on October 10, 2022. The property is not located in the floodplain. The proposed lot contains both the well and septic system. Based on the information received and the requirements set forth in the Zoning and Subdivision Ordinance, the proposal meets the appropriate criteria for approval. It is the recommendation of staff to approve this proposal as proposed. The Woodbury County Zoning Commission voted 5-0 to recommend approval of the Zahnley First Addition to the Woodbury County Board of Supervisors as proposed.

AERIAL MAP

PLAT EXCERPT

Legend

- Roads
- Corp Boundaries
- Townships
- Parcels
- County Zoning: AE, AP, GC, GC-PD, GI, LI, LI-PD, SR, WR

Parcel ID: 894227200001 | Alternate ID: 840405 | Owner Address: ZAHNLEY PHIRMAN E & LINDA K
 Sec/Twp/Rng: 27-89-42 | Class: A | 1414 OSCEOLA AVE
 Property Address: 1414 OSCEOLA AVE | Acreage: 20 | CORRECTIONVILLE, IA 51016-8056
 District: 0019 | Brief Tax Description: IRREG TCT N PT 547.57' ON W X 1049.6' ON E N W NE 27-89-42
 (Note: Not to be used on legal documents)

FINAL PLAT - ZAHNLEY FIRST ADDITION

A Minor Subdivision to Woodbury County, Iowa.

OWNER OF RECORD: LINDA K G
 OWNER OF RECORD: ZAHNLEY PHIRMAN E & LINDA K

PARCEL O SURVEY WILMAR L I SIGNED 9-1 & DESCRIB WARRANT (ROLL 174, IM)

ZONING COMMISSION AND STAFF RECOMMENDATION

The Woodbury County Zoning Commission voted 5-0 to recommend approval of the Zahnley First Addition to the Woodbury County Board of Supervisors as proposed.

Staff recommends approval of this minor subdivision proposal as it meets the requirements of the zoning and subdivision ordinance.

Minutes - Woodbury County Zoning Commission – November 28, 2022

The Zoning Commission (ZC) meeting convened on the 28th of November at 6:00 PM in the basement of the Woodbury County Courthouse. The meeting location in the Courthouse was moved from the first-floor boardroom to the basement due to limited seating in the first-floor boardroom. The meeting was also made available via teleconference.

ZC Members Present: Christine Zellmer Zant, Tom Bride, Barb Parker, Jeff O'Tool, Corey Meister
County Staff Present: Dan Priestley
Public Present: Carole Hennings, Deb Main, Axel Johnston, Britany Heath, Karen Keath, Vicki Hulse, Jana Martens, Diane Weaver, Sandi Brouwer, Stee Maxwell, Gayle Palmquist, Doyle Turner, Jim Colyer, Renee Colyer, Barb Petersen, Loren Peterson, Luke Grigg, Christine Gant, Kyle Karrer, Ron Karrer, Dennis Karrer, JoAnn Sadler, Brian Sadler, Dan Bittinger, Alan McGaffin, Terri McGaffin, Jody Wilson, Todd Grohs, Curt Grigg

Call to Order

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

Public Comment on Matters Not on the Agenda

None.

Approval of Previous Meeting Minutes – October 24, 2022 Meeting

Motion by Meister second by Parker to approve the minutes of the October 24, 2022 meeting. Carried 5-0.

PUBLIC HEARING: Zahnley First Addition, Minor Subdivision Proposal

Priestley read the staff report summary into the record. Phirman E. Zahnley has filed for a one-lot minor subdivision including Parcel #894227200001 as referenced above. The purpose is to split the house from the farm ground. This proposal has been properly noticed in the Sioux City Journal Legals Section on November 12, 2022. The neighbors within 1000 FT have been duly notified via a November 9, 2022 letter about the November 28, 2022 Zoning Commission Public Hearing. Appropriate stakeholders including government agencies, utilities, and organizations have been notified and have been requested to comment. The Woodbury County Engineer found the proposal in compliance with Iowa Code closure requirements and found that the lot has adequate access to the road system. Extraterritorial review, as required by Iowa Code 354.9, was completed by the City of Correctionville on October 10, 2022. The property is not located in the floodplain. The proposed lot contains both the well and septic system. Based on the information received and the requirements set forth in the Zoning and Subdivision Ordinance, the proposal meets the appropriate criteria for approval. It is the recommendation of staff to approve this proposal as proposed. Surveyor Axel Johnston was present on behalf of the applicant and reported that the structure to the north of the property was 22.5 FT from the north property line. Motion by O'Tool second by Bride to close the public hearing. Carried 5-0. Motion by O'Tool second by Meister to recommend approval of the Zahnley First Addition to the Woodbury County Board of Supervisors as proposed. Carried 5-0.

PUBLIC HEARING: Zoning Ordinance Text Amendment for Hazardous Liquid Pipelines

Priestley read the staff report summary into the record. On October 11, 2022, the Woodbury County Board of Supervisors unanimously approved a motion to direct staff and the Zoning Commission to initiate a review process and provide a recommendation of a Zoning Ordinance Text Amendment to the Zoning Ordinance to address the permitting of Hazardous Liquid Pipelines. There is already a process in place to address the permitting of pipelines, however, the intent is to review the current process and consider supplemental language to the ordinance that would account for specific separation distances from occupied structures due to concerns about the health and safety of residents being located in close proximity to pipelines. Priestley referenced a report prepared by staff including a review of literature that considers a series of studies as it relates to the consequences of pipeline failures including the impact to the population as well as measures local communities can employ for mitigation. The report describes the county's existing conditional use permit procedure and makes the recommendation to institute a setback of 330 FT as rooted in the Emergency Response Guidebook (2022) from residential structures or dwellings. The recommendation also includes a 50 FT setback in commercial and industrial zoning districts. It is also recommended to institute 1000 FT planning areas and consultation zones to foster collaboration among landowners, pipeline operators, government officials, and other stakeholders. Priestley stated other counties in Iowa such as Shelby County and Story County have passed ordinances for the regulation of hazardous liquid pipelines including the establishment of separation distances. On Monday, November 14, 2022, a federal court case was filed in the United States District Court for the Southern District of Iowa Central Division between William Couser and Summit Carbon Solutions, LLC (Plaintiffs) v. Story County, Iowa: Story County Board of Supervisors...The case considers questions of whether the local ordinance No. 306 is preempted by federal and state measures.

Carole Hennings, 1970 Garner Avenue, Movable, IA; Deborah Main, 1026 Charles Avenue, Sioux City, IA; Alan McGaffin 1122 S. Paxton, St., Sioux City, IA; Gayle Palmquist, 1848 130th St., Lawton, IA; Jana Martens, 2678 110th St., Movable, IA; Karen Heath, 4809 Oxford Drive, Sioux City, IA; Jim Collyer, 1650 Old Hwy 141, Sergeant Bluff, IA; Viki Hulse, 2700 100th Street, Movable, IA; Stee Maxwell, 248 Pearl St. S, Movable, IA; Doyle Turner, 2738 200th St., Movable, IA; Dan Bittinger, 2901 Sunset Circle, Sioux City, IA; Jody Wilson, 1449 Charles, Avenue, Lawton, IA; Todd Grohs, 1661 180th St., Sioux City, IA; Curt Grigg, 1261 Delaware Ave., Lawton, IA addressed the board with concerns regarding the placement of hazardous liquid pipelines and the ordinance proposal.

Motion by Bride second by Meister to receive documents from Deborah Main. Carried 5-0. Copy filed.



Motion by Meister second by O'Tool to receive documents from Gayle Palmquist. Carried 5-0. Copy filed.



Motion by Parker second by Bride to close the public hearing. Carried 5-0.

In consideration of the proposed draft zoning ordinance text amendment, members of the Commission discussed the proposal including the proposed setbacks while taking questions and clarifying information for the public during the executive session. The consequences of the proposed setbacks were referenced including the potential establishment of reverse setbacks thereby establishing a class of legal nonconforming structures along pipeline corridors. The conditional use permit process currently on the books, including the criteria used by the Zoning Commission and Board of Adjustment to make a determination were discussed and shared including the ability to institute conditions as part of the permit application approval. The current criteria was referenced as reviewing applications based on the situation and relevant circumstances as they relate to the ordinance criteria. The options for moving forward with a recommendation were discussed.

Motion by Bride second by Parker to stay with the existing process with the Conditional Use Permit instead of going with the draft amendment ordinance proposal. Carried 5-0.

Meister stated he would like more time to review the case. Priestley responded that the motion passed is sticking with the current process but some questions rooted in the criteria could be formulated to assist with the Conditional Use process.

Bride indicated that he remains open to further guidance from the Board of Supervisors including any language/questions to assist the Zoning Commission and Board of Adjustment in analyzing the Conditional Use Permit criteria in the Zoning Ordinance.

Priestley indicated that the Board of Supervisors, even with the rejection of this draft ordinance amendment by the Zoning Commission, have the ability to consider this ordinance language or adjustments to it. The Board also has the ability to direct the Zoning Commission to look into the issue further.

Priestley stated that this will be brought up as an information item at tomorrow night's Board of Supervisor meeting (11/29/22).

Information / Discussion: Application process for positions on the Board of Adjustment and Zoning Commission

Priestley discussed the application process for membership on the Zoning Commission and Board of Adjustment. Applications are due in the Board of Supervisors office before December 15, 2022. The Board of Supervisors make appointments to both boards.

Public Comment on Matters Not on the Agenda

None

Commissioner Comment of Inquiry

None

Staff Update

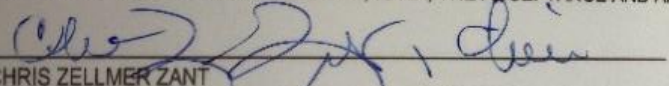
The Zoning Commission recommendation on a hazardous liquid pipelines zoning ordinance amendment will be brought to the Board of Supervisors as an information item tomorrow, Tuesday, November 29 to update the Supervisors about tonight's proceedings.

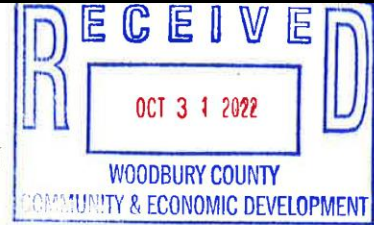
Adjourn

Motion by Meister second by O'Tool to adjourn the meeting. Carried 5-0. Meeting ended at 8:42 PM CST.

**RESOLUTION AND CERTIFICATE OF THE WOODBURY COUNTY ZONING COMMISSION
OF WOODBURY COUNTY, IOWA**

I, CHRIS ZELLMER ZANT, DO HEREBY CERTIFY THAT I AM THE CHAIRMAN OF THE WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA, AND DO FURTHER CERTIFY THAT SAID COMMISSION HAS HERETOFORE TAKEN UNDER ADVISEMENT THE PLAT OF "ZAHNLEY FIRST ADDITION", WOODBURY COUNTY, IOWA, AND THAT SAID WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA DID ON THE 28th DAY OF November, 2022 APPROVE THE SAME AND DOES FURTHER HEREBY RECOMMEND TO THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, IOWA, THE ACCEPTANCE AND APPROVAL OF SAID PLAT.


CHRIS ZELLMER ZANT
CHAIRMAN OF THE WOODBURY COUNTY ZONING COMMISSION
WOODBURY COUNTY, IOWA



WOODBURY COUNTY, IOWA
MINOR SUBDIVISION APPLICATION

Applicant: Phirman Zahnley Name of Owner

Mailing Address: 1414 Osceola Ave, Correctionville, IA 51016
Street City or Town State and Zip + 4

Property Address: 1414 Osceola Ave Correctionville, IA 51016
Street City or Town State and Zip + 4

Ph/Cell #: 712-870-4245 E-mail Address: N/A

To subdivide land located in the NWNE Quarter of Section 27

Civil Township Union 89 North - 42 West GIS Parcel # 894227200001 Union

Name of Subdivision: Zahnley First Addition

Subdivision Area in Acres 2.43 Number of Lots 1

Attachments:

1. Eight (8) copies of grading plans; if required.
2. Eight (8) copies of final plats (Complete per Section 4.01 of the Subdivision Ordinance).
3. An attorney's opinion of the abstract.
4. A Certified abstractor's certificate to include:
 - a. Legal description of proposed subdivision.
 - b. Plat showing clearly the boundaries of the subdivision.
 - c. A list of names, mailing addresses (including the ZIP + 4), and legal descriptions of all property owners within 1000'.

Surveyor: Daniel L. W. [Signature] Ph/Cell: _____

Attorney: [Signature] Ph/Cell: 712-225-2514

I hereby grant permission to the Woodbury County Zoning Staff and elected or appointed officials to conduct on-site inspections.

Owner's Signature: [Signature]

Zoning Director: [Signature]
Coordinator

For Office Use Only:

Zoning District AP Flood District X Date 10/31/22 No. 6820

Application Fee 4 Lots or less (\$300*+ Additional Fees) \$300.00

5 Lots or more (\$300* plus \$5 per lot + Additional Fees) _____

*Owner(s)/applicant(s) shall pay the additional costs associated with the processing, printing, and the mailing of notifications of the public hearings when the number of mailings required exceeds 30. The owner(s)/applicant(s) shall pay the additional costs of the legal publication notice(s) in newspaper(s) when the fees exceed \$100.00.

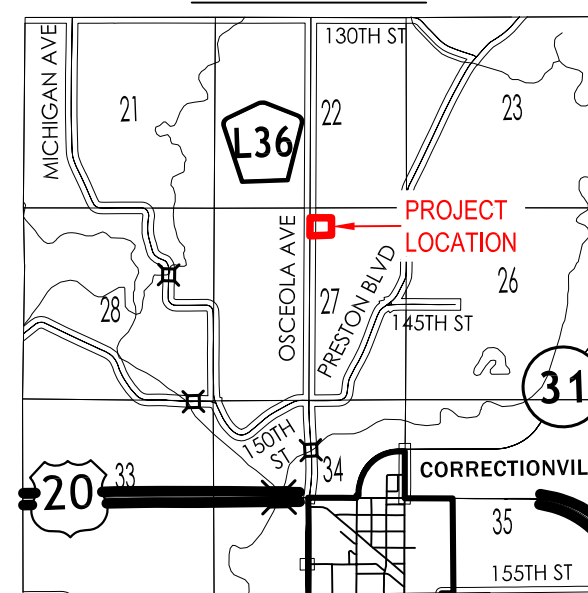
FINAL PLAT - ZAHNLEY FIRST ADDITION

A Minor Subdivision to Woodbury County, Iowa.

LEGEND

- FOUND 1/2" REBAR
- SET BLUE CAPPED 1/2" x 24" REBAR #10315
- SET MAG NAIL IN ASPHALT PAVEMENT

PROJECT MAP

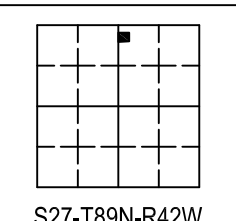


INDEX LEGEND

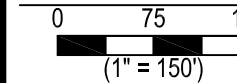
Location: Section: 27-89-42 - NW1/4 NE1/4

Requestor: Phirman E. Zahnley
 Proprietor: Phirman E. Zahnley and Linda K. Zahnley
 Surveyor: David L. Wilberding, P.L.S. #10315
 Surveyor Company: Beck Engineering, Inc.
 110 East Indian Street, Cherokee, Iowa 51012
 Return To: info@beck-engineering.net - (712)-225-9025

LOCATION MAP



GRAPHIC SCALE



BEI PROJECT #: S22233

SURVEY DATE: SEP. - 2022 BY JB

CLOSEST CITY: CITY OF CORRECTIONVILLE (1.4 MILES)

BECK ENGINEERING, INC.



Civil Engineering - Land Surveying
 Landscape Architecture

SURVEYOR'S DESCRIPTION:

Being a part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 89 North, Range 42 West of the 5th P.M., Woodbury County, Iowa, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 27; thence South 01°29'24" West on the West line of said Northeast Quarter, a distance of 245.80 feet to the POINT OF BEGINNING; thence continuing South 01°29'24" West on said West line, a distance of 301.55 feet to the Southwest Corner of a Parcel of Land described in Warranty Deed filed in Roll 174, Image 1580, located at the Woodbury County Recorder's Office; thence North 88°54'19" East on the South line of said Parcel of Land, a distance of 360.37 feet; thence North 01°29'24" East, a distance of 287.52 feet; thence North 88°54'48" West, a distance of 360.01 feet to the POINT OF BEGINNING, contains a total of 2.43 Acres, inclusive of a Public Roadway Easement of 0.27 Acres. Subject to any and all other Easements be they of Record or not.

For this Survey the West line of the NE1/4 of said Section 27 is assumed to bear South 01°29'24" West (Iowa Regional Coordinate System Zone 4 Sioux City-Iowa Falls).

ZONING DISTRICT DIMENSIONAL STANDARDS:

Current & Proposed Zoning: AP

Minimum Lot Area:

- Single Family
- Two Family 2 acres
- Multiple Family

Minimum Lot Width: 200 ft

Front Yard Setback: 100 ft

Side Yard Setback: 20 ft

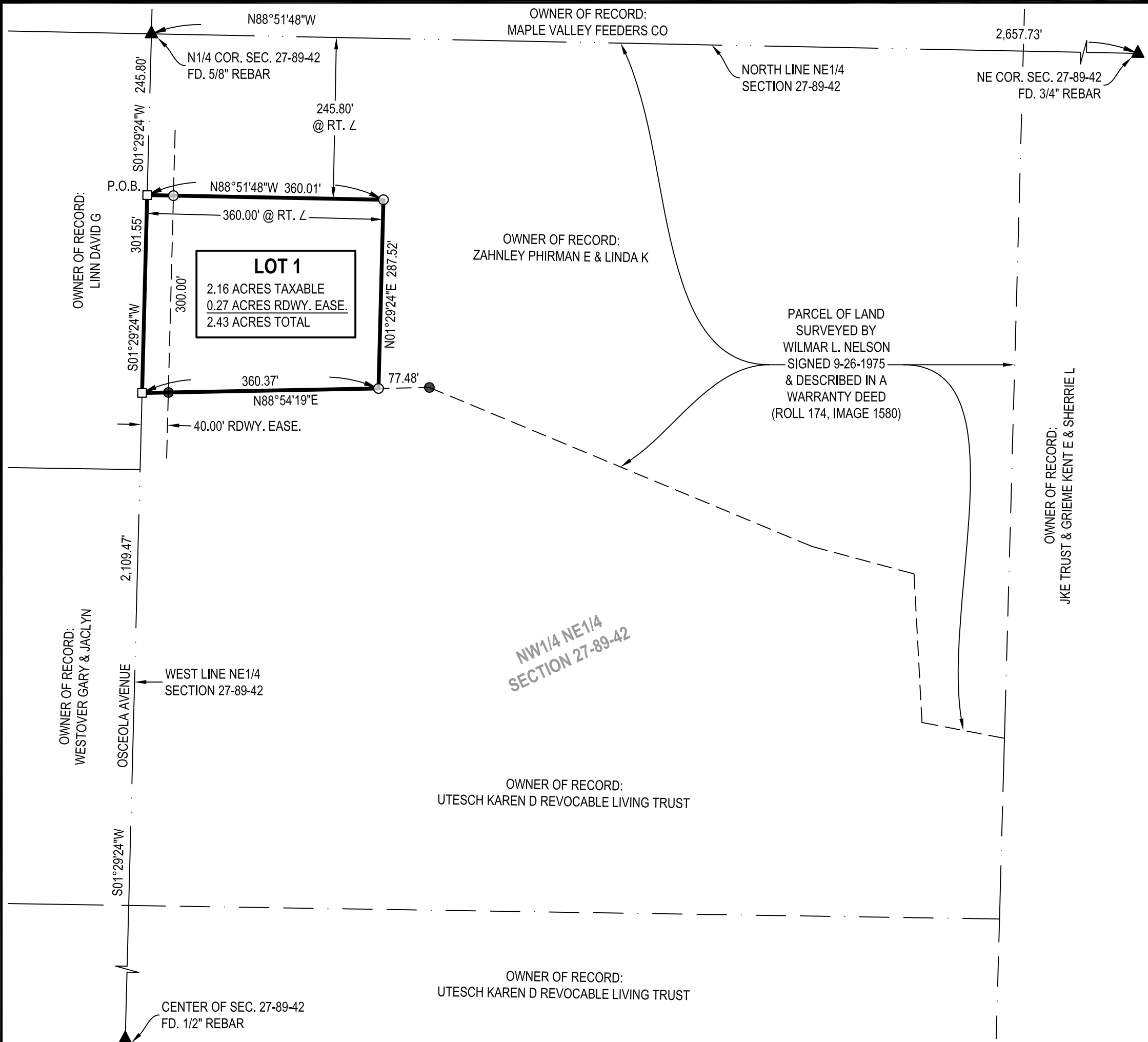
--Accessory Structures:10 ft

Rear Yard Setback: 50 ft

--Accessory Structures:10 ft

Maximum Height: 45 ft

--Accessory Structures:45 ft



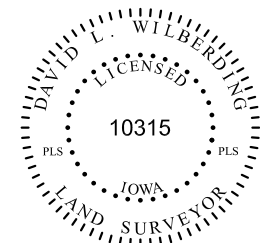
SURVEYOR'S CERTIFICATE

I, DAVID L. WILBERDING, A DULY LICENSED LAND SURVEYOR UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF IOWA, HOLDING CERTIFICATE NO. 10315, DO HEREBY CERTIFY THAT THE SUBDIVISION PLAT OF "ZAHNLEY FIRST ADDITION", WOODBURY COUNTY, IOWA, IS A TRUE REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SAME IS LOCATED UPON AND COMPRISES THE WHOLE OF THE ATTACHED DESCRIBED PROPERTY.

I DO HEREBY CERTIFY THAT THERE ARE CONTAINED IN SAID DESCRIPTION THE LOTS AND STREETS DESCRIBED IN THE ADDITION PLATTED; THAT THE SAME ARE OF THE DIMENSIONS, NUMBERS, NAMES, AND LOCATIONS AS SHOWN ON SAID PLAT, AND THAT IRON STAKES OR MAG NAILS WERE DRIVEN AT EACH CORNER OF EVERY LOT AND TRACT EXCEPT AS NOTED ON SAID PLAT.

DATED AT SIOUX CITY, IOWA, _____, 2022.

DAVID L. WILBERDING IOWA PLS #10315
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
 Number of Pages covered by this certification. = 1



BOARD OF SUPERVISOR'S RESOLUTION

RESOLUTION NO. _____

RESOLUTION ACCEPTING AND APPROVING "ZAHNLEY FIRST ADDITION", WOODBURY COUNTY, IOWA.
 WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE _____ DAY OF _____, 2022,
 FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS "ZAHNLEY FIRST ADDITION", WOODBURY COUNTY, IOWA;
 AND

WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND

WHEREAS THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA, HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND

WHEREAS THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA, HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.
 NOW, THEREFORE, B.E., AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF "ZAHNLEY FIRST ADDITION", WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNER AND PROPRIETOR A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

KEITH RADIG
 CHAIRMAN
 BOARD OF SUPERVISORS
 WOODBURY COUNTY, IOWA

ATTEST: _____

PATRICK F. GILL
 SECRETARY
 WOODBURY COUNTY, IOWA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
PHIRMAN E. ZAHNLEY, THE OWNER OF THE REAL ESTATE DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, HAS THE PURSUANCE OF LAW, CAUSED SAID DESCRIBED REAL ESTATE TO BE SURVEYED, STAKED, AND PLATTED INTO LOTS AND STREETS, AS IS PARTICULARLY SHOWN AND SET FORTH IN THE ATTACHED PLAT AND SAID CERTIFICATE OF DAVID L. WILBERDING, A PROFESSIONAL LAND SURVEYOR WHO SURVEYED AND PLATTED THE REAL ESTATE TO BE KNOWN AS "ZAHNLEY FIRST ADDITION", WOODBURY COUNTY, IOWA, AND THAT THE SAME IS PREPARED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AS OWNER AND PROPRIETOR THEREOF.

EXECUTED AT _____, IOWA, THE _____ DAY OF _____, 2022.

PHIRMAN E. ZAHNLEY

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA :
 : SS
 COUNTY OF WOODBURY :

ON THIS _____ DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED **PHIRMAN E. ZAHNLEY**, TO ME KNOWN TO BE THE PERSON NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS VOLUNTARY ACT AND DEED.

 NOTARY PUBLIC

COUNTY ENGINEER'S CERTIFICATE

I, MARK NAHRA, P.E. COUNTY ENGINEER FOR WOODBURY COUNTY, IOWA, DO HEREBY CERTIFY THAT THE BOUNDARY LINES OF THE PLAT AND LOTS THEREIN WERE MATHEMATICALLY CHECKED AND CONFORM WITH THE REQUIREMENTS AS PROVIDED FOR IN THE SUBDIVISION ORDINANCE, THAT ALL DIMENSIONS, BOTH LINEAR AND ANGULAR NECESSARY FOR THE LOCATION OF LOTS, TRACTS, STREETS, ALLEYS AND EASEMENTS ARE SHOWN.

 MARK NAHRA, P.E.
 COUNTY ENGINEER
 WOODBURY COUNTY, IOWA

CERTIFICATE OF COUNTY ASSESSOR

I, JULIE CONOLLY, HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2022, A COPY OF THIS PLAT WAS FILED IN THE WOODBURY COUNTY ASSESSOR'S OFFICE.

DATED _____, 2022.

 JULIE CONOLLY
 ASSESSOR
 WOODBURY COUNTY, IOWA

RESOLUTION AND CERTIFICATE OF THE WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA

I, CHRIS ZELLMER ZANT, DO HEREBY CERTIFY THAT I AM THE CHAIRMAN OF THE WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA, AND DO FURTHER CERTIFY THAT SAID COMMISSION HAS HERETOFORE TAKEN UNDER ADVISEMENT THE PLAT OF "ZAHNLEY FIRST ADDITION", WOODBURY COUNTY, IOWA, AND THAT SAID WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA DID ON THE DAY OF _____, 2022 APPROVE THE SAME AND DOES FURTHER HEREBY RECOMMEND TO THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, IOWA, THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

 CHRIS ZELLMER ZANT
 CHAIRMAN OF THE WOODBURY COUNTY ZONING COMMISSION
 WOODBURY COUNTY, IOWA

AUDITOR AND RECORDER CERTIFICATE OF RECORDING

CERTIFICATE OF RECORDING
 STATE OF IOWA :
 : SS
 COUNTY OF WOODBURY :
 DOCKET NO: _____
 FILED FOR RECORD, THIS _____ DAY OF _____, 2022 AT _____ O'CLOCK _____ M.
 RECORDED IN PLAT ENVELOPE _____, INDEXED AND DELIVERED TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA.

DATED _____, 2022.

 PATRICK F. GILL
 AUDITOR AND RECORDER
 WOODBURY COUNTY, IOWA
 BY: DIANE SWOBODA PETERSON, DEPUTY

AUDITOR'S APPROVAL OF SUBDIVISION NAME OR TITLE

THE COUNTY AUDITOR HEREBY ACCEPTS AND APPROVES THE NAME OF "ZAHNLEY FIRST ADDITION", WOODBURY COUNTY, IOWA, FOR USE IN WOODBURY COUNTY, IOWA, AS REQUIRED BY IOWA CODE SECTION 354.6(2).

DATED _____, 2022.

 PATRICK F. GILL
 AUDITOR
 WOODBURY COUNTY, IOWA
 BY: DIANE SWOBODA PETERSON, DEPUTY

TREASURER'S CERTIFICATE OF TAXES AND SPECIAL ASSESSMENTS

I, TINA BERTRAND, TREASURER OF WOODBURY COUNTY, IOWA, DO HEREBY CERTIFY THAT THE LAND DESCRIBED IN THE ATTACHED AND FOREGOING SURVEYOR'S CERTIFICATE IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

DATED _____, 2022.

 TINA BERTRAND
 TREASURER
 WOODBURY COUNTY, IOWA

ATTACHMENTS TO BE RECORDED AND INCLUDED WITH THE FINAL PLAT

RESOLUTION NUMBER 2022-39

Resolution accepting and approving the Final Plat of Zahnley First Addition to Woodbury County, Iowa.

COUNCILPERSON Petty moved for the adoption of the following resolution:

Whereas, the Planning and Zoning Commission and the City Council of the City of Correctionville, Iowa have reviewed the Final Plat of Zahnley First Addition to Woodbury County, Iowa, and whereas the Final Plat of Zahnley First Addition to Woodbury County, Iowa has been recommended for approval by the Planning and Zoning Commission. Now, therefore be, and it is, resolved by the City Council of the City of Correctionville, Iowa, that said Final Plat of Zahnley First Addition to Woodbury County, Iowa, as hereto attached and forming part of this Resolution be, and the same hereby is, accepted and approved.

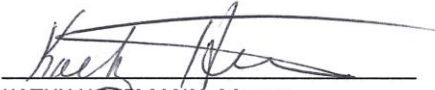
COUNCILPERSON Fox seconded the motion to adopt the foregoing resolution, and upon the question being put and the roll being called, the following Councilpersons voted:


AYE: Alioth, Beazley, Fox, Petty, Volkert.

NAY: None.

ABSENT: None.

PASSED AND APPROVED THIS 10th DAY OF OCTOBER, 2022.



KATHY HOFFMANN, Mayor

ATTEST: 
APRIL PUTZIER, City Clerk

STATE OF IOWA :
: SS
COUNTY OF WOODBURY :

I, April Putzier, Clerk of the City of Correctionville, Iowa, do hereby certify that the foregoing is a full, true, and correct copy of a Resolution accepting and approving the Final Plat of Zahnley First Addition to Woodbury County, Iowa, which said Resolution was adopted by the City Council of said City on the 10TH day of October, 2022 and approved by the Mayor of said City on said date all as full, true and complete as the same appears of record in the Office of said City Clerk.


KATHY HOFFMANN, Mayor

ATTEST: 
APRIL PUTZIER, City Clerk

JOHN F. LOUGHLIN (1889-1979)
JOHN D. LOUGHLIN (1925-2001)

TELEPHONE (712) 225-2514
FAX NUMBER (712) 225-2515

231 WEST MAPLE STREET
CHEROKEE, IOWA 51012



**LOUGHLIN
LAW FIRM**
ATTORNEYS AT LAW

JOHN P. LOUGHLIN (1955-)
jploughlinlaw@gmail.com

JOHN M. LOUGHLIN (1984-)
jmloughlinlaw@gmail.com

www.theloughlinlawfirm.com

September 22, 2022

**Phirman Zahnley
1414 Osceola Ave
Correctionville, IA 51016**

**Woodbury County Recorder
620 Douglas St
Sioux City, IA 51101**

**Woodbury County Auditor
620 Douglas St
Sioux City, IA 51101**

**Re: Title Opinion exam
Abstract No: IA2224017**

Dear Folks:

We have this date a complete abstract of title, pursuant to Iowa Code Section 354.11(3) to the property described in the Surveyor's Certificate on the Plat of Williams Third Strike First Addition to Woodbury County Iowa, described more particularly as:

A parcel of land located in the (NE $\frac{1}{4}$) of Section 27, Township 89 North, Range 42 West of the 5th P.M., Woodbury County, Iowa, further described as follows: Beginning at the N $\frac{1}{4}$ corner of said Section 27; thence due south 547.59 feet; thence N87°25' $\frac{1}{2}$ ' E 437.88 feet; thence S68°55' $\frac{1}{4}$ ' E 631.14 feet; thence S76°25' E 161.18 feet; thence S4°33' $\frac{1}{4}$ ' E 226.71 feet; thence S80°37' $\frac{3}{4}$ ' E 139.00 feet; thence N 0°28' $\frac{3}{4}$ ' W 1049.60 feet; thence S89°39' $\frac{1}{2}$ ' W 1329.45 feet to the point of beginning.

Said parcel contains 20.50 acres more or less, including the West 40.0 feet thereof, subject to public road easement, also parcel subject to any or all other easements as record.

NOTE:

The west line of the said NE $\frac{1}{4}$ of Section 27 is assumed to bear North and South.

The Abstract contains forty two (42) entries and was last certified by Sedgwick Tally Abstract, Sioux City, IA to September 8, 2022 at 5:00 p.m. The abstract was delivered to this office on September 19, 2022. The Title to the premises as shown by the Abstract stands in the name of Phirman E. Zahnley, by Warranty Deed dated October 30, 1975 and filed on August 21, 1986 as Roll 174, Image 1580. We find his Title to be good and merchantable except as hereinafter noted:

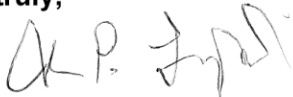
ESTABLISHED 1918

Celebrating 100 Years of Service to Cherokee County

1. Entry number eight (8) shows an Easement given by former title holder to Woodbury County, Iowa for roadway purposes and may affect the use of the premises. This document is dated May 22, 1952 and filed on December 9, 1952 in Book 717 on page 19.
2. Entry number fifteen (15) shows zoning regulation for Woodbury County, Iowa that may affect the use of the premises.
3. Entry number thirty four (34) shows a resolution by the Woodbury County Board of Supervisors regarding zoning and flood districts that may affect the use of the premises. Your attention is drawn to those resolutions for the details.
4. Entry number forty (40) shows a notice regarding conservation practices, this may affect the use of the premises.
5. Entry number forty one (41) shows a zoning regulations that may affect the use of the premises.
6. Entry number forty two (42) show the fiscal property taxes for 2021-2022, second installment, unpaid and not delinquent.

We make no findings as to the rights of anyone in actual possession of said premises or as to the right to file a Mechanic's Lien for labor or material furnished or performed upon said premises within the last statutory period. We further no finding as to any federal lien or other lien not shown of record against said premises. We further make no finding as to any facts disclosed by a survey of said premises and your attention is called to the applicable building and zoning restrictions as they may affect the use of said premises; or as affected by the Uniform Commercial Code and not shown by said Abstracts. No attempt is made to locate any buildings, structures or highways or streets which may be subject to "control access" by the State or City Authority. Your attention is further called to any special assessments by the city or town, which have not been certified by the county Auditor and do not show on this abstract. We make no finding as to any hazardous substances, any tanks, wells, or other environmentally regulated conditions, which may exist, on said premises.

Very truly,



John P. Loughlin, Attorney at Law
Iowa Title Guaranty Number 7685
LOUGHLIN LAW FIRM
JPL/la

This Abstract remains at Loughlin Law Firm

CED STAFF - REVIEW CRITERIA (SUBDIVISION ORDINANCE)

The County's Zoning and Subdivision Ordinances require certain actions from County staff and the Planning and Zoning Commission. Per these requirements, CED staff:

	shall review a subdivision application for completeness and for approval of a final plat by ensuring it is submitted in accordance with the standards for a subdivision plat per Iowa Code.
	Staff reviewed the subdivision application, deemed it complete, and verified the final plat's conformance to the County's Zoning Ordinance, Subdivision Ordinance, and the Code of Iowa, all as required by law.
	shall accept payment of applicable fees, and distribute copies of the final plat to the Planning & Zoning Commission, the appropriate county departments and public utilities; and
	Staff received the application fee and the account is paid-in-full. Staff also distributed copies of the application, final plat, and other materials to all relevant stakeholders as required.
	shall coordinate with the County Engineer who shall review the final plat to determine conformance with the engineering design standards of these regulations and to verify accuracy of the legal descriptions and survey data; and
	Staff have received written confirmation that the County Engineer has reviewed and determined that the final plat conforms to the engineering and design standards of these regulations, and he has verified the accuracy of the legal descriptions and survey data.
	shall review the final plat to determine conformance with the design standards of these regulations and with the required form of the plat and related documents; and
	Staff verified that the final plat conforms to the design standards of these regulations, as well as the required form of the final plat.
	shall assure conformance with the goals and objectives of the County's General Plan, the CED staff may make recommendations for conditions for approval including use restrictions required to preserve and improve the peace, safety, health, welfare, comfort, and convenience of the future residents of the subdivision and neighboring properties.
	Staff attest to the final plat conforming to the goals and objectives of the county plan. Staff recommends approval of the final plat.

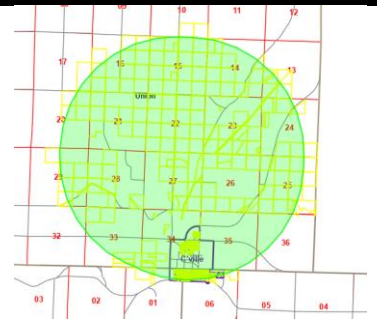
ZONING COMMISSION - REVIEW CRITERIA (SUBDIVISION ORDINANCE)

The County's Zoning and Subdivision Ordinances require certain actions from County staff and the Planning and Zoning Commission. Per these requirements, the Planning and Zoning Commission:

	shall conduct a public hearing on a final plat for a minor subdivision. Notice of the date, time and location of the hearing will be mailed to the owners of all property within 1,000 feet for the subject property not less than four nor more than twenty days prior to the date of the hearing; and
	Staff have ensured that the legal requirements have been met for publicly noticing this public hearing, all as required by law. Staff have also ensured the notice requirement for adjacent landowners within 1000 FT have also been met.
	shall review the final plat and the staff reports and other information presented to determine whether the plat conforms to the ordinances, general plan and other policies of the county; and
	Staff have compiled, reviewed, and analyzed all relevant materials to determine whether the plat conforms to the ordinances, general plan, and other policies of the County, or not. Staff provided this information in a "Staff Report" format and made them available to the Commission well in advance of the required public hearing. The Commission also held a public hearing to review, analyze, and discuss the final plat and other relevant information.
	may recommend specific conditions for approval including use restrictions required to preserve and improve the peace, safety, health, welfare, comfort, and convenience of the future residents of the subdivision and neighboring properties; and
	Staff does not recommend any specific conditions for this final plat. However, specific conditions (if any) may be recommended by the Commission.
	shall forward a report of its finding and a recommendation to the Board of Supervisors. The recommendation shall be in the form of a resolution to be certified as part of the final plat materials. A copy of the report and the resolution shall also be forwarded to the property owner, the subdivider and the land surveyor for the subdivision.
	During its required public hearing on the final plat, the Board of Supervisors will receive the final staff report and the Commission's recommendation on said plat and shall approve, approve with conditions, or disapprove the plat. The Supervisors may table the matter with the consent of the subdivider. Approval shall be in the form of a resolution to be certified as part of the final plat. Staff will coordinate with the subdivider and land surveyor to ensure all copies and recordings are submitted and received, all as required by law.

EXTRATERRITORIAL REVIEW

This property is within two (2) miles of the incorporated area of Correctionville, IA and requires extraterritorial review under Iowa Code, Section 354.9. On October 10, 2022, the City of Correctionville accepted and approved the final plat of the Zahnley First Addition as referenced in City Resolution No. 2022-39.



RESOLUTION NUMBER 2022-39

Resolution accepting and approving the Final Plat of Zahnley First Addition to Woodbury County, Iowa.

COUNCILPERSON Petty moved for the adoption of the following resolution:

Whereas, the Planning and Zoning Commission and the City Council of the City of Correctionville, Iowa have reviewed the Final Plat of Zahnley First Addition to Woodbury County, Iowa, and whereas the Final Plat of Zahnley First Addition to Woodbury County, Iowa has been recommended for approval by the Planning and Zoning Commission. Now, therefore be, and it is, resolved by the City Council of the City of Correctionville, Iowa, that said Final Plat of Zahnley First Addition to Woodbury County, Iowa, as hereto attached and forming part of this Resolution be, and the same hereby is, accepted and approved.

COUNCILPERSON Fox seconded the motion to adopt the foregoing resolution, and upon the question being put and the roll being called, the following Councilpersons voted:

AYE: Alioth, Beazley, Fox, Petty, Volkert.

NAY: None.

ABSENT: None.

PASSED AND APPROVED THIS 10th DAY OF OCTOBER, 2022.


KATHY HOFFMANN, Mayor

ATTEST: 
APRIL PUTZIER, City Clerk

STATE OF IOWA

: ss

COUNTY OF WOODBURY

I, April Putzier, Clerk of the City of Correctionville, Iowa, do hereby certify that the foregoing is a full, true, and correct copy of a Resolution accepting and approving the Final Plat of Zahnley First Addition to Woodbury County, Iowa, which said Resolution was adopted by the City Council of said City on the ___10TH___ day of ___October___, 2022 and approved by the Mayor of said City on said date all as full, true and complete as the same appears of record in the Office of said City Clerk.


KATHY HOFFMANN, Mayor

ATTEST: 
APRIL PUTZIER, City Clerk

ZONING COMMISSION - LEGAL NOTIFICATION

Published in the Sioux City Journal's Legals Section on November 12, 2022.

NOTICE OF A PUBLIC HEARING REGARDING A MINOR SUBDIVISION PROPOSAL BEFORE THE WOODBURY COUNTY ZONING COMMISSION

The Woodbury County Zoning Commission will hold a public hearing on the following item hereafter described in detail on November 28, 2022 at 6:00 PM or as soon thereafter as the matter may be considered. Said hearing will be held in the Board of Supervisors Meeting Room, Number 704, County Courthouse, 620 Capital Street, Sioux City, Iowa. Copies of said item may be examined at the office of the County Clerk and the Planning and Economic Development, on the 5th Floor of said courthouse, by any interested person. All persons who wish to be heard at said hearing in person, there is an option available to call 712-454-1183 and enter the Conference ID: 516-721-135# during the meeting, to listen or comment. It is recommended to attend in person as there is the possibility for technical difficulties with phone and computer systems.

PROPOSED MINOR SUBDIVISION: To be known as Zahnley First Addition, one- (1) minor subdivision in S 245th section of Section 27, T88N R42W (Union Township) in the NW 1/4 of the NE 1/4, on Parcel #894227200001. The parcel is located about 1.2 miles north of Correctionville. The property is located in the Agricultural Preservation (AP) Zoning District. Applicant/Property Owner: Phirman E. Zahnley, Property Address: 1414 Osceola Ave., Correctionville, IA 51016.

PROPERTY OWNER(S) NOTIFICATION – 1000'



The **nine (9)** property owners within 1,000 FT; and listed within the certified abstractor's affidavit; were notified by a **November 9, 2022** letter of the public hearing before the Woodbury County Zoning Commission on **November 28, 2022**.

As of **November 15, 2022**, the Community and Development office has received the following comments. 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)	Mailing Address				Comments
David Lynn	1410 Michigan Avenue	Correctionville	IA	51016	No comments.
Maple Valley Feeders Co.	1384 Osceola Avenue	Correctionville	IA	51016	No comments.
Vicky L. Thomas	1594 Pocahontas	Correctionville	IA	51016	No comments.
Gary & Jaclyn Westover	1437 Osceola Avenue	Correctionville	IA	51016	No comments.
Layne & Jeana Todd	1738 US Hwy 59	Holstein	IA	51025	No comments.
Phirman E. & Linda K. Zahnley	1414 Osceola Avenue	Correctionville	IA	51016	No comments.
Karen D. Utesch Rev. Living Trust	4559 Talbot Rd.	Sioux City	IA	51103	No comments.
Betty E. Fitch	515 Railroad Street	Correctionville	IA	51016	No comments.
Kent E. & Sherrie L. Grieme Jke Trust	1307 180th Street	Schaller	IA	50153	No comments.

STAKEHOLDER COMMENTS

911 COMMUNICATIONS CENTER:	No comments.
FIBERCOMM:	No comments.
IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR):	No comments.
LONGLINES:	No comments.
LUMEN:	No comments.
MAGELLAN PIPELINE:	No impact to Magellan. – 11/4/22.
MIDAMERICAN ENERGY COMPANY (Electrical Division):	I have reviewed the proposed rezoning for MEC electric, we have no conflicts. – Casey Meinen, 11/4/22.
MIDAMERICAN ENERGY COMPANY (Gas Division):	No conflicts for MEC "Gas". – Tyler Ahlquist, 11/3/22.
NATURAL RESOURCES CONSERVATION SERVICES (NRCS):	No comments.
NORTHERN NATURAL GAS:	No comments.
NORTHWEST IOWA POWER COOPERATIVE (NIPCO):	Have reviewed this zoning request, NIPCO has no facilities at or adjacent to this location. NIPCO has no issues with this request. – Jeff Zettel, 11/4/22.
NUSTAR PIPELINE:	No comments.
SIOUXLAND DISTRICT HEALTH DEPARTMENT:	No comments.
WIATEL:	No comments.
WOODBURY COUNTY ASSESSOR:	No comments.
WOODBURY COUNTY CONSERVATION:	No comments from me. – Daniel Heissel, 11/3/22.
WOODBURY COUNTY EMERGENCY MANAGEMENT:	No comments.
WOODBURY COUNTY EMERGENCY SERVICES:	No comments.
WOODBURY COUNTY ENGINEER:	SEE REVIEW MEMO BELOW, 11/8/22.
WOODBURY COUNTY RECORDER:	If he fixed the size of the plat, looks ok to me. – Diane Swoboda Peterson, 11/4/22.
WOODBURY COUNTY RURAL ELECTRIC COOPERATIVE (REC):	No comments.
WOODBURY COUNTY SOIL AND WATER CONSERVATION DISTRICT:	The WCSWCD has no comments regarding this proposal. – 11/4/22.
WOODBURY COUNTY TREASURER:	The first half-Sept 2022 payment of \$1,112.00 was made on 8/23/22 and there is still \$1,112.00 owed for the March 2023 payment. – Kimberlee Koepke, 11/3/22.



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039

Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnhra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Dan Priestley, Woodbury County Zoning Coordinator

From: Mark J. Nahra, County Engineer

Date: November 8, 2022

Subject: Zahnley First Addition – a minor subdivision application

The Secondary Road Department has reviewed the information provided for the above referenced subdivision application forwarded with your memo dated November 3, 2022.

I am offering the following comments for your consideration.

- We checked the closure on the plat and found it in compliance with the requirements for the full subdivision of 1 in 10,000 and 1 in 5,000 for each lot as required by Section 355.8 of the Code of Iowa.
- I reviewed the parcel for access. One driveway serves the house within the new lot 1. A second driveway serves the agricultural remainder of the original parcel. It is located just north of the new Lot 1. Both lots meet current sight distance requirements.
- I have no other concerns or issues with this minor subdivision application.

If there are any more questions or issues that arise later, please contact this office.

Cc: File

PARCEL REPORT

11/3/22, 12:05 PM

Beacon - Woodbury County, IA / Sioux City - Parcel Report: 89422720001

Beacon™ Woodbury County, IA / Sioux City

Summary

Parcel ID 89422720001
 Alternate ID 840405
 Property Address 1414 OSCOLA AVE
 CORRECTIONVILLE IA 51016
 Sec/Twp/Rng 27-89-42
 Brief Tax Description IRREG TCT N PT 547.59 ON W X 1049.6' ON E N WNE 27-89-42
 (Note: Not to be used on legal documents)
 Deed Book/Page 174-1580 (10/30/1975)
 Gross Acres 20.00
 Net Acres 20.00
 Adjusted CSR Pts 1158.45
 Zoning A9 - AGRICULTURAL PRESERVATION
 District 0019 UNION RIVER VALLEY
 School District RIVER VALLEY CD
 Neighborhood N/A



Owner

Deed Holder Zahley Phirman E & Linda K
 1414 Oscola Ave
 Correctionville IA 51016-8056
 Contract Holder Zahley Phirman E & Linda K
 1414 Oscola Ave
 Correctionville IA 51016-8056

Land

Lot Area 20.00 Acres: 871,200 SF

Residential Dwellings

Residential Dwelling Occupancy Single-Family / Owner Occupied
 Style 1 1/2 Story Frame
 Architectural Style N/A
 Year Built 1900
 Condition Very Good
 Roof Mtl / Gable
 Flooring C Blk
 Foundation Vinyl
 Exterior Material Drwl / Panel
 Interior Material Brick or Stone Veneer
 Total Gross Living Area 2,171 SF
 Main Area Square Feet 1016
 Attic Type None
 Number of Rooms 0 above; 0 below
 Number of Bedrooms 0 above; 0 below
 Basement Area Type Full
 Basement Area 1,016
 Basement Finished Area 2 Base Plumbing (Full);
 Appliances Central Air Yes
 Heat Yes
 Fireplaces Porches 15 Frame Enclosed (120 SF); 15 Frame Enclosed (24 SF); 15 Frame Enclosed (168 SF);
 Decks 1 Storey Frame (420 SF);
 Additions 520 SF (20F W x 26F L) - Det Metal (Built 2019);
 Garages 1,200 SF - Det Frame (Built 1976);

Agricultural Buildings

Plot #	Type	Description	Width	Length	Year Built	Building Count
0	Machine or Utility Building	SHED	30	103	1963	1
0	Shed	SHED	8	12	1980	1
	Shed		18	20	2006	1

11/3/22, 12:05 PM

Beacon - Woodbury County, IA / Sioux City - Parcel Report: 89422720001

Valuation

Classification	2022	2021	2020	2019	2018
Ag Dwelling / Agriculture	\$29,320	\$29,320	\$27,720	\$27,720	\$40,350
Assessed Building Value	\$3,350	\$3,350	\$3,060	\$3,060	\$4,230
Assessed Dwelling Value	\$123,910	\$123,910	\$128,940	\$100,140	\$87,620
Gross Assessed Value	\$156,580	\$156,580	\$139,740	\$130,920	\$132,200
Exempt Value	\$0	\$0	\$0	\$0	\$0
Net Assessed Value	\$156,580	\$156,580	\$139,740	\$130,920	\$132,200

Sioux City Special Assessments and Fees

[Click here to view special assessment information for this parcel.](#)

Woodbury County Tax Credit Applications

[Apply for Homestead, Military or Business Property Tax Credits](#)

Photos



Sketches



No data available for the following modules: Commercial Buildings, Yard Extras, Sales, Permits, Sioux City Tax Credit Applications.

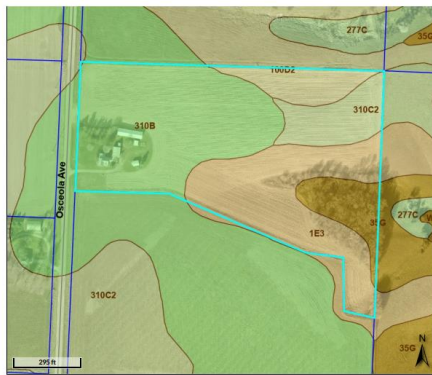


[User Privacy Policy](#)
[GDPR Data Request](#)
[Last Data Update: 11/2/2022, 10:04:27 PM](#)

https://beacon.schneidercorp.com/Application.aspx?AppID=10&LayerID=108&PageTypeID=4&PageID=193&Q=2070756038&Key=Value=89422720001 1/2

https://beacon.schneidercorp.com/Application.aspx?AppID=10&LayerID=108&PageTypeID=4&PageID=193&Q=2070756038&Key=Value=89422720001 2/2

SOIL REPORTS



Overview



- Legend
- Roads
 - Soils
 - 0.000000 - 5.000000
 - 5.000001 - 20.000000
 - 20.000001 - 30.000000
 - 30.000001 - 40.000000
 - 40.000001 - 50.000000
 - 50.000001 - 60.000000
 - 60.000001 - 70.000000
 - 70.000001 - 80.000000
 - 80.000001 - 90.000000
 - 90.000001 - 100.000000
 - Corp Boundaries
 - Townships
 - Parcels

Parcel ID 89422720001
 Sec/Twp/Rng 27-89-42
 Property Address 1414 OSCOLA AVE
 CORRECTIONVILLE
 District 0019
 Brief Tax Description IRREG TCT N PT 547.59 ON W X 1049.6' ON E N WNE 27-89-42
 (Note: Not to be used on legal documents)

Alternate ID 840405
 Class A
 Acreage 20
 Owner Address ZAHLEY PHIRMAN E & LINDA K
 1414 OSCOLA AVE
 CORRECTIONVILLE IA 51016-8056

Summary

Parcel ID 89422720001
 Gross Acres 20.00
 ROW Acres 0.00
 Gross Taxable Acres 20.00
 Exempt Acres 0.00
 Net Taxable Acres 20.00 (Gross Taxable Acres - Exempt Land)
 Average Unadjusted CSR2 61.17 (1223.33 CSR2 Points / 20 Gross Taxable Acres)

Agland Active Config 2017 CSR2

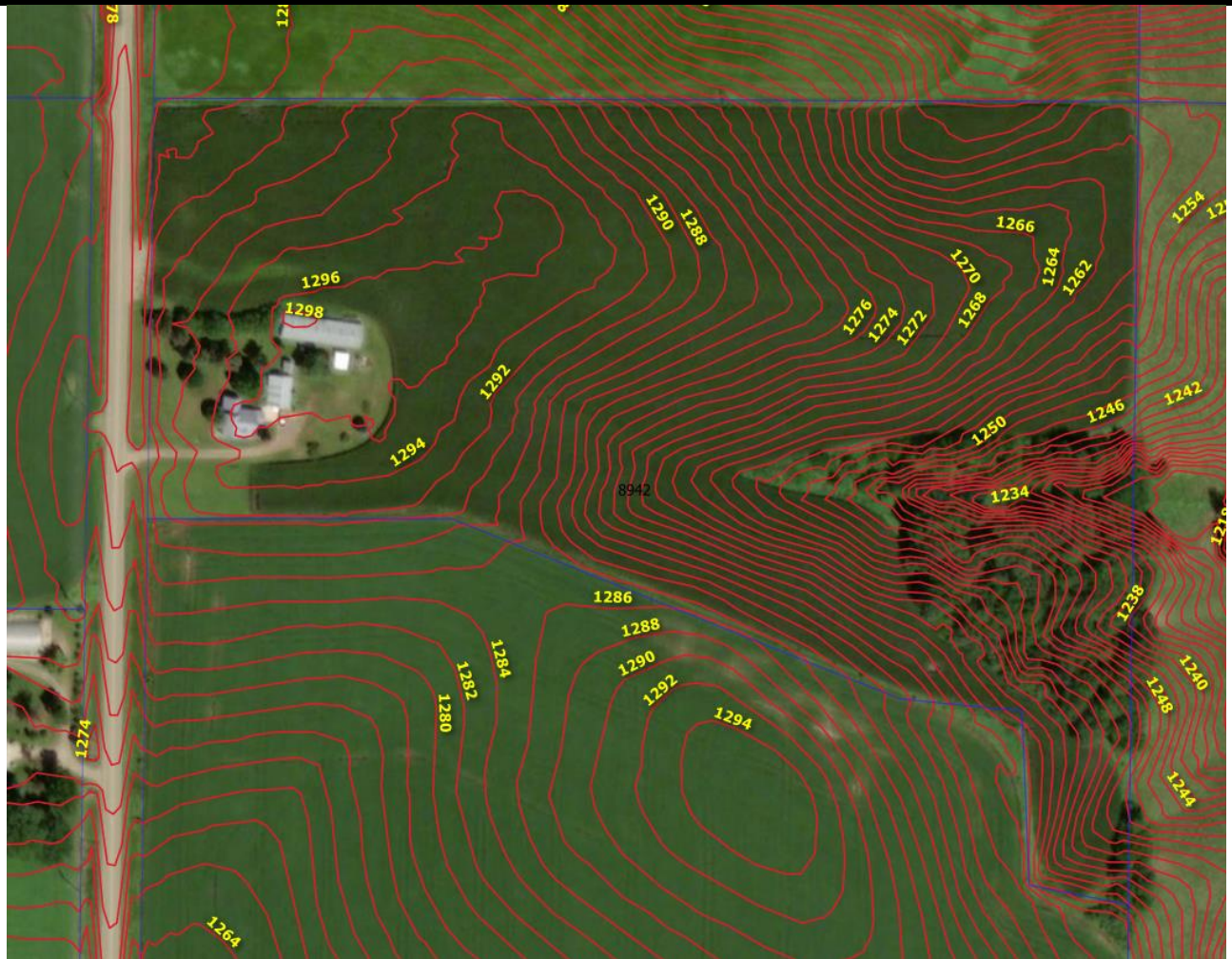
Sub Parcel Summary

Description	Acres	CSR2	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	16.21	65.39	1,059.91	1,059.91
Non-Crop	3.79	43.12	163.42	98.54
Total	20.00		1,223.33	1,158.45

Soil Summary

Description	SMS	Soil Name	CSR2	Adjusted Acres	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	310B	GALVA SILTY CLAY LOAM, 2 TO 5 PERCENT SLOPES	95.00	7.42	704.90	704.90
100% Value	310C2	GALVA SILTY CLAY LOAM, 5 TO 9 PERCENT SLOPES, MODERATELY ERO	84.00	1.99	167.16	167.16
100% Value	100D2	MONONA SILTY CLAY LOAM, 9 TO 14 PERCENT SLOPES, MODERATELY E	60.00	1.57	94.20	94.20
100% Value	1E3	IDA SILT LOAM, 14 TO 20 PERCENT SLOPES, SEVERELY ERODED	18.00	5.16	92.88	92.88
100% Value	35G	LISTON-BURCHARD COMPLEX, 25 TO 40 PERCENT SLOPES	11.00	0.07	0.77	0.77
Non-Crop	310B	GALVA SILTY CLAY LOAM, 2 TO 5 PERCENT SLOPES	95.00	1.37	130.15	65.27
Non-Crop	1E3	IDA SILT LOAM, 14 TO 20 PERCENT SLOPES, SEVERELY ERODED	18.00	0.95	17.10	17.10
Non-Crop	35G	LISTON-BURCHARD COMPLEX, 25 TO 40 PERCENT SLOPES	11.00	1.47	16.17	16.17
Total			20.00		1,223.33	1,158.45

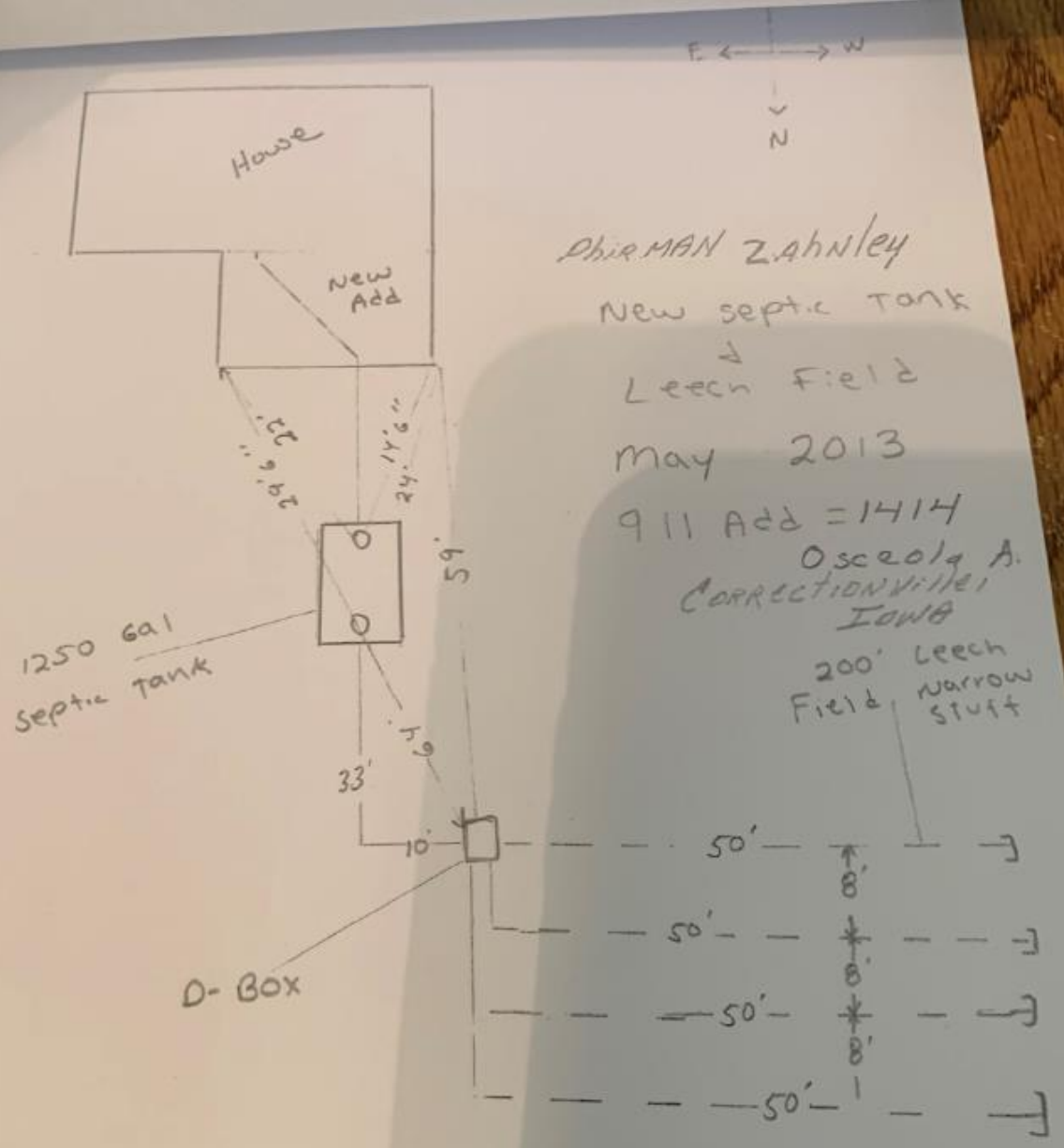
ELEVATION



WELL LOCATION



SEPTIC SYSTEM LOCATION



PHILIP MAN ZAHNLEY
New septic Tank
↓
Leech Field
May 2013
911 Add = 1414
Oscology A.
CORRECTIONVILLE,
IOWA
200' Leech
Field narrow
stuff

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

Date: 12/1/22 Weekly Agenda Date: 12/6/22

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel J. Priestley, CED Zoning Coordinator

WORDING FOR AGENDA ITEM:

a. Motion to receive the Zoning Commission's recommendation and final report from their November 28, 2022 meeting about a Zoning Ordinance Text Amendment concerning Hazardous Liquid Pipelines.

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:

The Supervisors will receive the Woodbury County Planning and Zoning (P&Z) Commission's recommendation and final staff report on a Zoning Ordinance Text Amendment concerning the permitting of Hazardous Liquid Pipelines. The Zoning Commission voted to stay with the existing process with the Conditional Use Permit instead of going with the draft amendment ordinance proposal. The motion carried 5-0. The Board of Supervisors may choose to accept the P&Z's recommendation or proceed to schedule public hearings for the adoption of the proposed draft ordinance amendment.

BACKGROUND:

On Monday, November 28, 2022, the Woodbury County Zoning Commission conducted a public hearing where they considered a Zoning Ordinance Map Amendment proposal. Subsequent to public testimony, the Zoning Commission voted 5-0 to stay with the existing process with the Conditional Use Permit instead of going with the draft amendment ordinance proposal (see enclosed). In consideration of the proposed zoning ordinance text amendment, members of the Commission discussed the proposed setbacks while taking questions and clarifying information for the public. The conditional use permit application process currently on the books, including the criteria used by the Zoning Commission and Board of Adjustment to make a determination were discussed including the ability to institute conditions as part of the approval process. The Commissioners remain open to further guidance from the Board of Supervisors including any language/questions to assist the Zoning Commission and Board of Adjustment...

FINANCIAL IMPACT:

Background continued: ...in analyzing the Conditional Use Permit criteria in the Zoning Ordinance. The Board of Supervisors may choose to accept the Commission's recommendation or proceed with consideration of the Zoning Ordinance Text Amendment. A copy of the draft minutes from this meeting are available in the report.

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:

a. Motion to receive the Zoning Commission's recommendation and final report from their November 28, 2022 meeting about a Zoning Ordinance Text Amendment concerning Hazardous Liquid Pipelines.

ACTION REQUIRED / PROPOSED MOTION:

a. Motion to receive the Zoning Commission's recommendation and final report from their November 28, 2022 meeting about a Zoning Ordinance Text Amendment concerning Hazardous Liquid Pipelines.



WOODBURY COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

620 DOUGLAS STREET – SIOUX CITY, IA 51101

Dan Priestley · Zoning Coordinator · dpriestley@woodburycountyiowa.gov
Dawn Norton · Sr. Clerk · dnorton@woodburycountyiowa.gov
Telephone (712) 279-6609 Fax (712) 279-6530

**ZONING COMMISSION RECOMMENDATION
HAZARDOUS LIQUID PIPELINES ORDINANCE
ZONING ORDINANCE TEXT AMENDMENT PROPOSAL**

SUMMARY AND ZONING COMMISSION RECOMMENDATION

On October 11, 2022, the Woodbury County Board of Supervisors unanimously approved a motion to direct staff and the Zoning Commission to initiate a review process and provide a recommendation of a Zoning Ordinance Text Amendment to the Zoning Ordinance to address the permitting of Hazardous Liquid Pipelines. There is already a process in place to address the permitting of pipelines, however, the intent is to review the current process and consider supplemental language to the ordinance that would account for specific separation distances from occupied structures due to concerns about the health and safety of residents being located in close proximity to pipelines. Informational discussion items were placed on the Woodbury County Zoning Commission agenda on October 24, 2022 and the Woodbury County Board of Adjustment agenda on November 7, 2022 to discuss the Board of Supervisor's direction.

ZONING COMMISSION RECOMMENDATION

On Monday, November 28, 2022, the Woodbury County Zoning Commission conducted a public hearing where they considered a Zoning Ordinance Map Amendment proposal. Subsequent to public testimony, the Zoning Commission voted 5-0 to stay with the existing process with the Conditional Use Permit instead of going with the draft amendment ordinance proposal (see enclosed).

In consideration of the proposed zoning ordinance text amendment, members of the Commission discussed the proposed setbacks while taking questions and clarifying information for the public. The conditional use permit application process currently on the books, including the criteria used by the Zoning Commission and Board of Adjustment to make a determination were discussed including the ability to institute conditions as part of the approval process. The Commissioners remain open to further guidance from the Board of Supervisors including any language/questions to assist the Zoning Commission and Board of Adjustment in analyzing the Conditional Use Permit criteria in the Zoning Ordinance. The Board of Supervisors may choose to accept the Commission's recommendation or proceed with consideration of the Zoning Ordinance Text Amendment. A copy of the draft minutes and proposed Zoning Ordinance Text Amendment are available below.

Minutes - Woodbury County Zoning Commission – November 28, 2022

The Zoning Commission (ZC) meeting convened on the 28th of November at 6:00 PM in the basement of the Woodbury County Courthouse. The meeting location in the Courthouse was moved from the first-floor boardroom to the basement due to limited seating in the first-floor boardroom. The meeting was also made available via teleconference.

ZC Members Present: Christine Zellmer Zant, Tom Bride, Barb Parker, Jeff O'Tool, Corey Meister
County Staff Present: Dan Priestley
Public Present: Carole Hennings, Deb Main, Axel Johnston, Britany Heath, Karen Keath, Vicki Hulse, Jana Martens, Diane Weaver, Sandi Brouwer, Stee Maxwell, Gayle Palmquist, Doyle Turner, Jim Colyer, Renee Colyer, Barb Petersen, Loren Peterson, Luke Grigg, Christine Gant, Kyle Karrer, Ron Karrer, Dennis Karrer, JoAnn Sadler, Brian Sadler, Dan Bittinger, Alan McGaffin, Terri McGaffin, Jody Wilson, Todd Grohs, Curt Grigg

Call to Order

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

Public Comment on Matters Not on the Agenda

None.

Approval of Previous Meeting Minutes – October 24, 2022 Meeting

Motion by Meister second by Parker to approve the minutes of the October 24, 2022 meeting. Carried 5-0.

PUBLIC HEARING: Zahnley First Addition, Minor Subdivision Proposal

Priestley read the staff report summary into the record. Phirman E. Zahnley has filed for a one-lot minor subdivision including Parcel #894227200001 as referenced above. The purpose is to spilt the house from the farm ground. This proposal has been properly noticed in the Sioux City Journal Legals Section on November 12, 2022. The neighbors within 1000 FT have been duly notified via a November 9, 2022 letter about the November 28, 2022 Zoning Commission Public Hearing. Appropriate stakeholders including government agencies, utilities, and organizations have been notified and have been requested to comment. The Woodbury County Engineer found the proposal in compliance with Iowa Code closure requirements and found that the lot has adequate access to the road system. Extraterritorial review, as required by Iowa Code 354.9, was completed by the City of Correctionville on October 10, 2022. The property is not located in the floodplain. The proposed lot contains both the well and septic system. Based on the information received and the requirements set forth in the Zoning and Subdivision Ordinance, the proposal meets the appropriate criteria for approval. It is the recommendation of staff to approve this proposal as proposed. Surveyor Axel Johnston was present on behalf of the applicant and reported that the structure to the north of the property was 22.5 FT from the north property line. Motion by O'Tool second by Bride to close the public hearing. Carried 5-0. Motion by O'Tool second by Meister to recommend approval of the Zahnley First Addition to the Woodbury County Board of Supervisors as proposed. Carried 5-0.

PUBLIC HEARING: Zoning Ordinance Text Amendment for Hazardous Liquid Pipelines

Priestley read the staff report summary into the record. On October 11, 2022, the Woodbury County Board of Supervisors unanimously approved a motion to direct staff and the Zoning Commission to initiate a review process and provide a recommendation of a Zoning Ordinance Text Amendment to the Zoning Ordinance to address the permitting of Hazardous Liquid Pipelines. There is already a process in place to address the permitting of pipelines, however, the intent is to review the current process and consider supplemental language to the ordinance that would account for specific separation distances from occupied structures due to concerns about the health and safety of residents being located in close proximity to pipelines. Priestley referenced a report prepared by staff including a review of literature that considers a series of studies as it relates to the consequences of pipeline failures including the impact to the population as well as measures local communities can employ for mitigation. The report describes the county's existing conditional use permit procedure and makes the recommendation to institute a setback of 330 FT as rooted in the Emergency Response Guidebook (2022) from residential structures or dwellings. The recommendation also includes a 50 FT setback in commercial and industrial zoning districts. It is also recommended to institute 1000 FT planning areas and consultation zones to foster collaboration among landowners, pipeline operators, government officials, and other stakeholders. Priestley stated other counties in Iowa such as Shelby County and Story County have passed ordinances for the regulation of hazardous liquid pipelines including the establishment of separation distances. On Monday, November 14, 2022, a federal court case was filed in the United States District Court for the Southern District of Iowa Central Division between William Couser and Summit Carbon Solutions, LLC (Plaintiffs) v. Story County, Iowa: Story County Board of Supervisors...The case considers questions of whether the local ordinance No. 306 is preempted by federal and state measures.

Carole Hennings, 1970 Garner Avenue, Merville, IA; Deborah Main, 1026 Charles Avenue, Sioux City, IA; Alan McGaffin 1122 S. Paxton, St., Sioux City, IA; Gayle Palmquist, 1848 130th St., Lawton, IA; Jana Martens, 2678 110th St., Merville, IA; Karen Heath, 4809 Oxford Drive, Sioux City, IA; Jim Collyer, 1650 Old Hwy 141, Sergeant Bluff, IA; Viki Hulse, 2700 100th Street, Merville, IA; Stee Maxwell, 248 Pearl St. S, Merville, IA; Doyle Turner, 2738 200th St., Merville, IA; Dan Bittinger, 2901 Sunset Circle, Sioux City, IA; Jody Wilson, 1449 Charles, Avenue, Lawton, IA; Todd Grohs, 1661 180th St., Sioux City, IA; Curt Grigg, 1261 Delaware Ave., Lawton, IA addressed the board with concerns regarding the placement of hazardous liquid pipelines and the ordinance proposal.

Motion by Bride second by Meister to receive documents from Deborah Main. Carried 5-0. Copy filed.



Motion by Meister second by O'Tool to receive documents from Gayle Palmquist. Carried 5-0. Copy filed.



Motion by Parker second by Bride to close the public hearing. Carried 5-0.

In consideration of the proposed draft zoning ordinance text amendment, members of the Commission discussed the proposal including the proposed setbacks while taking questions and clarifying information for the public during the executive session. The consequences of the proposed setbacks were referenced including the potential establishment of reverse setbacks thereby establishing a class of legal nonconforming structures along pipeline corridors. The conditional use permit process currently on the books, including the criteria used by the Zoning Commission and Board of Adjustment to make a determination were discussed and shared including the ability to institute conditions as part of the permit application approval. The current criteria was referenced as reviewing applications based on the situation and relevant circumstances as they relate to the ordinance criteria. The options for moving forward with a recommendation were discussed.

Motion by Bride second by Parker to stay with the existing process with the Conditional Use Permit instead of going with the draft amendment ordinance proposal. Carried 5-0.

Meister stated he would like more time to review the case. Priestley responded that the motion passed is sticking with the current process but some questions rooted in the criteria could be formulated to assist with the Conditional Use process.

Bride indicated that he remains open to further guidance from the Board of Supervisors including any language/questions to assist the Zoning Commission and Board of Adjustment in analyzing the Conditional Use Permit criteria in the Zoning Ordinance.

Priestley indicated that the Board of Supervisors, even with the rejection of this draft ordinance amendment by the Zoning Commission, have the ability to consider this ordinance language or adjustments to it. The Board also has the ability to direct the Zoning Commission to look into the issue further.

Priestley stated that this will be brought up as an information item at tomorrow night's Board of Supervisors meeting (11/29/22).

Information / Discussion: Application process for positions on the Board of Adjustment and Zoning Commission

Priestley discussed the application process for membership on the Zoning Commission and Board of Adjustment. Applications are due in the Board of Supervisors office before December 15, 2022. The Board of Supervisors make appointments to both boards.

Public Comment on Matters Not on the Agenda

None

Commissioner Comment of Inquiry

None

Staff Update

The Zoning Commission recommendation on a hazardous liquid pipelines zoning ordinance amendment will be brought to the Board of Supervisors as an information item tomorrow, Tuesday, November 29 to update the Supervisors about tonight's proceedings.

Adjourn

Motion by Meister second by O'Tool to adjourn the meeting. Carried 5-0. Meeting ended at 8:42 PM CST.

Ordinance No. _____

Woodbury County, Iowa

AN ORDINANCE AMENDING THE TEXT OF THE WOODBURY COUNTY ZONING ORDINANCE TO AMEND THE *TABLE OF CONTENTS* AND TO ADD A SECTION ENTITLED *SECTION 5.08: HAZARDOUS LIQUID PIPELINES*

WHEREAS the Supervisors of Woodbury County Iowa (“the County”), under the authority of IA CONST Art. 3, § 39A, Iowa Code § 331.301, and Iowa Code § 335.3, the County has 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 County may by ordinance lawfully regulate and restrict the use of land for trade, industry, residence, or other purposes in accordance with a comprehensive plan and designed to further the considerations and objectives set forth in Iowa Code § 335.5; and

WHEREAS, the considerations and objectives of land use and zoning regulations under Iowa Code § 335.5 require counties to design the regulations (1) to secure safety from fire, flood, panic, and other dangers; (2) to protect health and the general welfare; (3) to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirement; and

WHEREAS, the County and the several municipalities within the County employ a number of emergency response personnel, including local sheriffs, police, firefighters, and emergency medical service responders, and are responsible for ensuring the safety of these public servants through adequate training, knowledge, and access to personal protective equipment; and

WHEREAS, the County has authority under Iowa law to require information from a company that proposes to construct a hazardous liquid pipeline in the County that will enable the County to fulfill its statutorily required emergency planning duties and protect county emergency response personnel; and

WHEREAS, the transport of hazardous liquid through an hazardous liquid pipeline constitutes a threat to public health and the general welfare such that the Pipeline and Hazardous Materials Safety Administration of the United States Department of Transportation ("PHMSA") has the authority to prescribe safety standards for such pipelines; and

WHEREAS, the State of Iowa and its political subdivisions may and must consider the risks of a hazardous liquid pipeline when selecting a route for it, so as to prevent its construction overly near to residential buildings, existing and future public and private infrastructure, high and

vulnerable population buildings such as schools and nursing homes, future housing or industrial developments, and confined animal facilities; and

WHEREAS, in Iowa, the Iowa Utilities Board ("the IUB") has authority pursuant 49 U.S.C. § 60104(e) of the Hazardous Liquid Pipeline Safety Act and under Iowa Code chapter 479B to implement certain controls over hazardous liquid pipelines, including the authority to approve the location and routing of hazardous liquid pipelines; and

WHEREAS, under Iowa Code § 479B.4, a pipeline company must file a verified petition with the IUB asking for a permit to construct, maintain, and operate a new pipeline along, over, or across the public or private highways, grounds, waters, and streams of any kind in this state; and

WHEREAS, Iowa Code § 479B.5 requires that each petition for a permit must state the relationship of the proposed project to the present and future land use and zoning ordinances; and

WHEREAS, Iowa Code § 479B.20: (1) specifically provides for the application of provisions for protecting or restoring property that are different than the provisions of section 479B.20 and the administrative rules adopted thereunder, if those alternative provisions are contained in agreements independently executed by the pipeline company and the landowner; (2) specifically contemplates that such agreements will pertain to "line location;" (3) specifically requires the County to hire a "county inspector" to enforce all land restoration standards, including the provisions of the independently executed agreements; and (4) specifically requires that independent agreements on "line location"; and

WHEREAS, there are several factors that would influence human safety in the event of a rupture of such a pipeline, including CO₂ parts per million (ppm) concentration, wind speed and direction, velocity of the gas exiting the pipe, and thermodynamic variables; and

WHEREAS, (1) a sudden rupture of a CO₂ pipeline may lead to asphyxiation of nearby people and animals, (2) CO₂ is lethal if inhaled for 10 minutes at a concentration larger than 10% by volume, (3) the National Institute for Occupational Safety and Health ("NIOSH") has set the Immediate Dangerous to Life and Health (IDLH) limit of CO₂ at 4% by volume; and (4) at concentrations of 25% volume, CO₂ is lethal to humans within 1 minute; and

WHEREAS, on May 26, 2022, PHMSA announced new safety measures to protect Americans from carbon dioxide pipeline failures, including (1) initiating a new rulemaking to update standards for CO₂ pipelines, including requirements related to emergency preparedness, and response; (2) issuing an advisory bulletin to remind owners and operators of gas and hazardous liquid pipelines, particularly those with facilities located onshore or in inland waters, about the serious safety-related issues that can result from earth movement and other geological hazards; and (3) conducting research solicitations to strengthen pipeline safety of CO₂ pipelines; and

WHEREAS, the rulemaking initiated by PHMSA to update safety and emergency preparedness standards for CO₂ pipelines is not yet complete; and

WHEREAS, the IUB does not have jurisdiction over emergency response in Iowa and has no expertise in emergency response planning; and

WHEREAS, the County may adopt land use and zoning restrictions (1) for purposes of regulating the use of land in the County, including the execution of independent agreements between landowners and pipeline companies regarding land restoration and line location; and (2) for purposes of facilitating the least dangerous route through the County of a hazardous liquid pipeline, including requiring the completion of an emergency response and hazard mitigation plan; and

WHEREAS, the adoption of such land use and zoning regulations is (1) consistent with Iowa Code chapter 479B, including Iowa Code §§ 479B.5(7) and 479B.20, and (2) necessary to facilitate the IUB's approval of a permit, in whole or in part upon terms, conditions, and restrictions as to location and route that are "just and proper;" and

WHEREAS, the County intends to establish a process under the Ordinance for permitting and approving the use of land in Woodbury County for the transport of hazard liquid through a hazard liquid pipeline that is not inconsistent with federal law, including the Hazardous Liquid Pipeline Safety Act, and not inconsistent with Iowa law, including Iowa Code chapters 479B, 331, and 335; and

NOW THEREFORE BE IT ENACTED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA THAT THE BELOW ZONING ORDINANCE LANGUAGE AMENDMENTS BE MADE:

Amendment #1 –

On page iii: To add the following to the *Table of Contents, Article 5 Supplemental Requirements*:

Add Section 5.08: *Section 5.08: Hazardous Liquid Pipelines*.....82

Amendment #2 –

On page 82: To add the following section within the zoning ordinance entitled *Section 5.08: Hazardous Liquid Pipelines*

Section 5.08: Hazardous Liquid Pipelines

1. Definitions.

- A. **Affected person** means the same as defined in Iowa Administrative Code 199-13.1(3) and, unless otherwise defined in that rule, means any Person with a legal right or interest in the property, including but not limited to a landowner, a contract purchaser of record, a Person possessing the property under a lease, a record lienholder, and a record encumbrancer of the property.
- B. **Agricultural Structure** means a Building or Structure that has been occupied or used for agricultural purposes at any time during the twelve (12) months

preceding an application for a Conditional Use Permit pursuant to Section 2.02.9 of this Ordinance.

- C. **Applicant** means a Pipeline Company or a Property Owner who applies for a Conditional Use Permit for a Hazardous Liquid Pipeline pursuant to this Section.
- D. **Application** means the documents and information an Applicant submits to the County for purposes of obtaining a Conditional Use Permit as well as the related process and procedures for considering the application pursuant to this Section.
- E. **Blast Zone** means the geographic area in County that would be subject to a shock wave from the rupture of a Hazardous Liquid Pipeline that could harm or kill persons or animals due solely to physical trauma, for example from flying debris or the physical impact of a pressure wave resulting from a rupture.
- F. **Board of Adjustment** means the Woodbury County Board of Adjustment established pursuant to Iowa Code chapter 335 and Section 2.01.5 of this Zoning Regulation.
- G. **Commercial or Industrial Structure** means a Building or Structure that has been occupied and used for commercial, or industrial purposes at any time during the twelve (12) months preceding an application for a Conditional Use Permit pursuant to Section 2.02.9 of this Ordinance
- H. **Consultation Zone** means an area within 1000 feet of a transmission pipeline. See Subsection 3 below.
- I. **Gas Transmission Pipeline** means a “transmission line” as defined by Title 49, Code of Federal Regulations, Section 192.3.
- J. **Conditional Use Permit** means a use that is allowed in conformance with the regulations of the zoning district in which it is located, if and only if, approved by the Board of Adjustment as provided in Section 2.02.9.
- K. **Confidential Information** means information or records allowed to be treated confidentially and withheld from public examination or disclosure pursuant to Iowa Code chapter 22 or other applicable law.
- L. **County or the County** means Woodbury County, Iowa.
- M. **Emergency** means the same as defined in Iowa Administrative Code 199 rule 9.1(2) and, unless otherwise defined in that rule, means a condition involving clear and immediate danger to life, health, or essential services, or a risk of a potentially significant loss of property.
- N. **Facility** is any structure incidental or related to the Hazardous Liquid Pipeline and any space, resource, or equipment necessary for the transport, conveyance, or pumping of a Hazardous Liquid through a Hazardous Liquid Pipeline located in the County, including all related substations.
- O. **Hazardous Liquid** means the same as defined in Iowa Code § 479B.2 and, unless otherwise defined there, means crude oil, refined petroleum products, liquefied petroleum gases, anhydrous ammonia, liquid fertilizers, liquefied carbon dioxide, alcohols, and coal slurries.

- P. **Hazardous Liquid Pipeline** means a pipeline designed for the transmission of a “hazardous liquid”, as defined by Title 49, Code of Federal Regulations, Section 195.2.
- Q. **In-service date** is the date any Hazardous Liquid is first transported through any portion of a Pipeline located in the County.
- R. **Independent Agreement** means alternative provisions regarding land restoration or Line Location contained in agreements independently executed by a Pipeline Company and a Landowner or a Property Owner as described in Iowa Code § 479B.2(10).
- S. **IUB** means the Iowa Utilities Board created within the Iowa Department of Commerce pursuant to Iowa Code chapter 474.
- T. **Landowner** means the same as defined in Iowa Code §§ 479B.4(4) and 479B.30(7), and, unless otherwise defined there, means a Person listed on the tax assessment rolls as responsible for the payment of real estate taxes imposed on the property and includes a farm tenant.
- U. **Line Location** means the location or proposed location or route of a Pipeline on a Landowner's property.
- V. **Residential Structure** means a Building or Structure that has been inhabited or used for residential purposes at any time during the twelve (12) months preceding an application for a Conditional Use Permit pursuant to Section 2.02.9 of this Ordinance.
- W. **Person** means the same as defined in Iowa Administrative Code 199-13.1(3) and, unless otherwise defined in that rule, means an individual, a corporation, a limited liability company, a government or governmental subdivision or agency, a business trust, an estate, a trust, a partnership or association, or any other legal entity as defined in Iowa Code section 4.1(20).
- X. **PHMSA** means Pipeline and Hazardous Materials Safety Administration of the United States Department of Transportation.
- Y. **PIPA Report** means a report prepared by the U. S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) through the Pipelines and Informed Planning Alliance (PIPA) initiative with support from many participating stakeholders. The report was initially released in 2010 and will be updated as needed. It is available on the PHMSA Pipeline Safety Stakeholder Communications web site at <http://primis.phmsa.dot.gov/comm/>.
- Z. **Pipeline** means the same as is defined by Title 49, Code of Federal Regulations, Sections 195.2 and 192.3.
- AA. **Pipeline Facility** means the same as is defined by Title 49, Code of Federal Regulations, Sections 195.2 and 192.3.
- BB. **Pipeline Company** means the same as defined in Iowa Code § 479B.2 and, unless otherwise defined there, means any Person engaged in or organized for the purpose of owning, operating, or controlling Pipelines for the transportation or transmission of any Hazardous Liquid or underground storage facilities for the underground storage of any Hazardous Liquid.

- CC. **Pipeline Construction** means the same as defined in Iowa Administrative Code 199-9.1(2) and, unless otherwise defined in that rule, means activity associated with installation, relocation, replacement, removal, or operation or maintenance of a pipeline that disturbs agricultural land, but shall not include work performed during an emergency, tree clearing, or topsoil surveying completed on land under easement with written approval from the landowner.
- DD. **Property Owner** means the owner or owners, together with his, her, its or their heirs, successors and/or assigns, of the land or property over, under, on, or through which, a Pipeline, or any part of it, including any related facilities, may be located and which is subject to the regulations and restriction of this Zoning Regulation. Property Owner includes a Landowner and also includes a Person with whom a Pipeline Company negotiates or offers to execute an Independent Agreement with respect to a Pipeline.
- EE. **Planning Area** means an area around a transmission pipeline that is defined, based on characteristics of the pipeline and the surrounding area, to determine where the requirements of Subsection 5 below apply.
- FF. **Reclamation** means the restoration and repair of damaged real property, personal property, land or other areas through which a Pipeline is constructed or from where it is removed as close as reasonably practicable to the condition, contour, and vegetation that existed prior to the construction or prior to the removal of the Pipeline, as applicable.
- GG. **Reclamation Cost** means the cost of Reclamation and includes the cost to restore or repair roads, bridges, or county property as well as the cost to restore or repair all real and personal property of Property Owners and Affected Persons.
- HH. **Transmission Pipeline** means gas transmission pipeline or hazardous liquid pipeline as defined above.
- II. **Zoning Regulation or the Zoning Regulation** means the collection of land use and zoning regulations known as the Woodbury County Zoning Ordinance, as provided and made effective in Section 1.01 of the ordinance known as the Woodbury County Zoning Ordinance.

2. Separation Requirements

- A. A Hazardous Liquid Pipeline shall not be constructed, used, sited, or located, in violation of the separation requirements as listed below. All distances shall be measured from the centerline of the proposed Hazardous Liquid Pipeline to the portion of the existing use nearest the centerline of the proposed Hazardous Liquid Pipeline.
- B. The minimum separation distances or setback distances for a Hazardous Liquid Pipeline are:
- i. From a Residential Structure, not less than 330 feet.
 - ii. From a Commercial Structure, not less than 50 feet
 - iii. From an Industrial Structure, not less than 50 feet

C. Separation Requirements by Zoning District

Zoning District	Setback Distance	Consultation Zone	Planning Area
Agricultural Preservation (AP)	330 FT	1000 FT	1000 FT
Agricultural Estates (AE)	330 FT	1000 FT	1000 FT
Non-Agricultural Residential (NR)	330 FT	1000 FT	1000 FT
Suburban Residential (SR)	330 FT	1000 FT	1000 FT
General Commercial (GC)	50 FT*	1000 FT	1000 FT
Highway Commercial (HC)	50 FT*	1000 FT	1000 FT
Limited Industrial (LI)	50 FT*	1000 FT	1000 FT
General Industrial (GI)	50 FT*	1000 FT	1000 FT

*If a residential structure or dwelling is contained within GC, HC, LI, or GI Zoning District, the setback distance of 330 FT shall apply.

3. Consultation Zone

A. Consultation Zone Distance. A consultation zone is hereby established for any parcels within 1000 feet of the centerline of a transmission pipeline.

B. Consultation Zone Notification. At application for a building permit, grading permit, conditional use permit, variance, floodplain development permit, minor subdivision, major subdivision, planned development, or other permits as required by the Zoning Ordinance and Subdivision Ordinance, staff shall notify the property owner(s) and/or applicant(s) they are within the consultation zone, explain the relevant application procedures, and provide contact information for the applicable pipeline operator(s). This same procedure shall be followed whenever an inquiry is made about development regulations or zoning restrictions for property within the consultation zone.

C. Application Process within Consultation Zone. Complete application for building permit, grading permit, conditional use permit, variance, floodplain development permit, minor subdivision, major subdivision, planned development, or other permits as required by the Zoning Ordinance and Subdivision Ordinance within a designated consultation zone must include written verification from applicant that:

- (1) Applicant has contacted the pipeline operator(s) and has provided them with documentation detailing the proposed development type and place of the activity; and
- (2) The pipeline operator(s) has reviewed the documents.
- (3) The written verification required by this section can be in any form acceptable to the County, including electronic communications, so long as it is clear that the pipeline operator(s) has received and reviewed documentation showing the proposed information concerning any impact the activity will have upon the integrity of the transmission pipeline(s). The verification should include all comments received from the operator or a notice from the operator indicating that the operator has no comments.
- (4) If the operator does not respond within 30 days after being contacted and provided information by the developer pursuant to c.1 above, then the County may waive the requirement for written verification given under

c.3 above.

4. Consultation Zone Practices for Protecting Transmission Pipelines.

A. During consultation, a transmission pipeline operator shall be provided information from the property developer/owner in order to discuss appropriate considerations for the proposed development.

- (1) What is the street address (or if not available, the general location) of the property?
- (2) Is the property encumbered by a pipeline easement? If so, please attach a copy of the easement or provide the recording (volume and page) information.
- (3) Is there visual evidence of a pipeline on subject property (e.g., aerial markers, above-ground appurtenances, etc.)?
- (4) Will the proposed development of the property require/entail (and if so, please describe briefly):
 - (a) Road crossings over the pipeline?
 - (b) Other utility lines crossing over or under the pipeline?
 - (c) Permanent structures or paving within the easement area (e.g., paving, parking lots, buildings, pedestrian paths, signage, poles, retaining walls, septic systems, basketball/tennis courts, etc.)?
 - (d) Extensive landscaping (including irrigation systems) within the easement area?
 - (e) Changing the amount of cover (by adding or removing dirt) within the easement area?
 - (f) Construction equipment crossing the pipeline?
 - (g) Blasting, seismic vibration testing, pile driving, or similar event which produces significant shock and/or sound waves?
 - (h) Significant excavation (underground parking structures or building foundations, core samples, rock/mineral quarries, dams, etc.)?
 - (i) Impounding water or building drainage ditches or other drainage facilities?
 - (j) Fencing running parallel to (within 100 feet) or crossing the pipeline?
 - (k) Storing materials, equipment, vehicles, or other items within the easement area (e.g., construction materials, junk or scrap heaps, cut timber, boats, military equipment, etc.)
- (5) What is the approximate distance of the proposed building closest to the pipeline?
- (6) Has the pipeline operator been previously contacted regarding this development? If so, by whom.
- (7) Provide a site plan if available.

- B. Some examples of information that transmission pipeline operators may provide to local governments and/or property developers/owner to assist them in developing consultation zone distances or planning specific developments:
 - (1) Pipeline diameter and wall thickness
 - (2) Age of pipeline
 - (3) Depth of cover
 - (4) Typical operating pressure and maximum allowable operating pressure
 - (5) Material transported and typical daily flow rate
 - (6) Estimated worst case spill volume in the area of the development

5. Planning Area

- A. **Planning Area Distance.** Planning areas are hereby established within 1000 feet from pipeline centerlines, for transmission pipeline(s) in the unincorporated areas of Woodbury County, Iowa.
- B. **Applicability of Planning Area.** At application for a building permit, grading permit, conditional use permit, variance, floodplain development permit, minor subdivision, major subdivision, planned development, or other permits as required by the Zoning Ordinance and Subdivision Ordinance, staff shall notify the property owner(s) and/or applicant(s) they are within the planning area and explain the relevant requirements. Development within the planning area shall meet the requirements under Subsection 6 below.

6. Planning Area Practices for Protecting Transmission Pipelines.

- A. Parking lots and parking structures should be preferentially located and designed to reduce the consequences that could result from a transmission pipeline incident and to reduce potential interference with transmission pipeline maintenance and inspections.
- B. Roads and associated appurtenances should be preferentially located and designed to reduce the consequences that could result from a transmission pipeline incident and reduce the potential of interference with pipeline operations and maintenance.
- C. Utilities (both above and below ground) and related infrastructure should be preferentially located and designed to reduce the consequences that could result from a transmission pipeline incident and to reduce the potential of interference with transmission pipeline maintenance and inspections.
- D. Storm water and irrigation water management facilities, retention ponds, and other above-ground water management infrastructure should be preferentially located and designed to reduce the consequences that could result from a transmission pipeline incident and to reduce the potential of interference with transmission pipeline operations and maintenance.
- E. Trees and other vegetation should be planned and located to reduce the potential of interference with transmission pipeline operations, maintenance, and inspections.

- F. Individual water supplies (water wells), small public/private water systems and sanitary disposal systems (septic tanks, leach or drain fields) should be designed and located to prevent excavation damage to transmission pipelines, interference with transmission pipeline maintenance and inspections, and environmental contamination in the event of a transmission pipeline incident.
- G. New development within a transmission pipeline planning area should be designed and buildings located to reduce the consequences that could result from a transmission pipeline incident and to provide adequate access to the pipeline for operations and maintenance.
- H. Consider noise, odor and other issues when planning and locating developments near above-ground transmission pipeline facilities, such as compressor stations, pumping stations, odorant equipment, regulator stations and other pipeline appurtenances.
- I. New industrial land use development within a transmission pipeline planning area should be designed and buildings located to reduce the consequences that could result from a transmission pipeline incident and reduce the potential of interference with transmission pipeline operations and maintenance.
- J. New development of institutional facilities that may be difficult to evacuate within a transmission pipeline planning area should be designed and the facilities located and constructed to reduce the consequences that could result from a transmission pipeline incident. Such facilities should also be located to reduce the potential of interference with transmission pipeline operations and maintenance activities. Emergency plans for these facilities should consider potential transmission pipeline incidents.
- K. New development of emergency responder facilities within a transmission pipeline planning area should be designed and the facilities located and constructed to reduce the consequences that could result from a transmission pipeline incident. Such facilities should also be designed and located to avoid the potential of interference with pipeline operations and maintenance. Planning for these facilities should include emergency plans that consider the effects of a transmission pipeline incident.
- L. New development of places of potential mass public assembly within a transmission pipeline planning area should be designed and the facilities located and constructed to reduce the consequences of a potential transmission pipeline incident, the risk of excavation damage to the pipeline, and the potential of interference with transmission pipeline operations and maintenance. Planning for these facilities should include emergency plans that consider the effects of a potential pipeline incident.
- M. Emergency response plan requirements should be considered in new land use development within a planning area to reduce the risks of a transmission pipeline incident.
- N. The property developer/owner should install temporary right-of-way (ROW) survey markers or fencing on the edge of the transmission pipeline ROW or buffer zone, as determined by the transmission pipeline operator, prior to construction to provide a clearly defined boundary. The property developer/owner

should ensure that the temporary markers or fencing are maintained throughout the course of construction.

- O. Anyone planning to conduct excavating, blasting and/or seismic activities should consult with affected transmission pipeline operators well in advance of commencing these activities. Excavating and blasting have the potential to affect soil stability or lead to movement or settling of the soil surrounding the transmission pipeline.
 - P. Encroachment agreements should be used, documented, recorded and retained when a transmission pipeline operator agrees to allow a property developer/owner or local government to encroach on the pipeline right-of-way for a long or perpetual duration in a manner that conflicts with the activities allowed on the easement.
 - Q. Transmission pipeline operators may use, document and retain "letters of no objection" in agreeing to land use activities on or near a transmission pipeline right-of-way. Such land uses may or may not be temporary.
 - R. Partial releases may be used to allow some part of the transmission pipeline right-of-way to be released from certain easement conditions, and should be documented, recorded and retained.
7. **Subdivision Plats.** The plat must provide a note that all existing gas transmission and/or hazardous liquid pipelines or pipeline facilities through the subdivision have been shown, or that there are no known existing gas transmission and/or hazardous liquid pipelines or pipeline facilities within the limits of the subdivision.
- The location of all transmission pipelines and related easements shall be shown on all preliminary plat, zoning, building, and record plat maps when proposed development is within the planning area.
- For proposed development within the consultation zone around pipeline(s), developer shall forward all site or subdivision plans for review comments to the Pipeline Operators by certified mail, return receipt requested, to be supplied to the County as proof of notification prior to plan approval.
8. **Change of Pipeline Use or Product Type:** Should a pipeline company decide to change the use and function of a pipeline, the Pipeline Company shall file for a new conditional use permit prior to changes in its operation. The pipeline company shall give the county 90-day notice of a proposed change of use and shall provide detailed application to allow for review of a new use permit.
9. **Appeals and Variance.** A Pipeline Company or a Property Owner may appeal an adverse determination on a Conditional Use Permit or may seek a special exception or variance from the Board of Adjustment, as provided in Section 2.02.8 of this Zoning Ordinance.
10. **Applicability and Compliance.**
- A. Except as provided in Section 5.08.8, the permit requirements in sections 2.02.9, 3.03.4, and the separation requirements in section 5.08.2 shall not apply to (1) a

Hazardous Liquid Pipeline that is already permitted, constructed, and placed in-service on or before the effective date of this Section; however, a Pipeline Company shall comply with the abandonment, Reclamation and decommissioning requirements for a Pipeline that is decommissioned on or after the effective date of this Section; (2) a Pipeline owned and operated by a public utility that is furnishing service to or supplying customers in the County.

- B. If a Property Owner has executed an Independent Agreement prior to the effective date of this Section and the Independent Agreement does not meet the separation requirements of this Section, then notwithstanding the Independent Agreement, the Pipeline Company shall comply with the separation requirements of this Section.
- C. If a Property Owner has executed an Independent Agreement prior to the effective date of this Section and the Independent Agreement provides for separation requirements that are greater than the separation requirements this Section, then the Pipeline Company shall comply with the terms of the Independent Agreement with the Property Owner.

11. Emergency Response and Hazard Mitigation Plans for Hazardous Liquid Pipelines

- A. This Section is intended to implement local zoning regulations in a manner designed to facilitate the comprehensive plan's goals and objectives for public safety. This goal is consistent with the County's legal obligation under Iowa Code chapter 29C to engage in emergency response and hazard mitigation planning and with the need to protect the health and welfare of both residents and emergency response personnel. For these reasons, the County requires Hazardous Liquid Pipelines to provide information to assist in emergency response and hazard mitigation planning pursuant to this section.
- B. Hazardous Liquid Pipelines for which PHMSA has adopted regulations specifically related to emergency preparedness, emergency response, and hazard mitigation planning shall submit a plan that meets the requirements of this section. A plan submitted in compliance with this section shall include: (1) documentation of compliance with the PHMSA regulations; and (2) a detailed plan describing how the Pipeline Company will work with the County's law enforcement, emergency management personnel, and first responders in the event of a spill, leak, rupture or other emergency or disaster related to the Pipeline.
- C. If the Pipeline is a Carbon Dioxide Pipeline and PHMSA has not adopted regulations specifically related to emergency preparedness, emergency response, and hazard mitigation planning for Carbon Dioxide Pipelines, then the Pipeline Company operating the Carbon Dioxide Pipeline shall submit a plan that meets the requirements of this section. A plan submitted in compliance with this section shall include the following:
 - (1) A map and legal description of the proposed route for a Carbon Dioxide Pipeline showing all human occupied structures and animal husbandry facilities, by type, within two miles of the centerline of the proposed route including addresses.

- (2) An estimate of the worst-case discharge of carbon dioxide released in metric tons and standard cubic feet from a rupture of a pipeline considering the interior volume of the pipeline, the location of emergency valves that limit release of carbon dioxide, the location of crack arrestors, operating pressures, operating temperatures, and other relevant factors.
- (3) A list of structures and facilities within the Consultation Zone for the proposed route of a Carbon Dioxide Pipeline that in the preceding year have contained humans or livestock, and an estimate of the numbers of persons and livestock in each structure and facility.
- (4) All information needed by county first responders, emergency response personnel, and law enforcement personnel in order to engage in local emergency management and hazard mitigation planning, equipment, and training needs. Such information includes but is not limited to:
 - (a) a material data safety sheet for the materials transported in the Carbon Dioxide Pipeline;
 - (b) carbon dioxide detectors and evacuation plans for each human occupied structure;
 - (c) response equipment needs for emergency response personnel, such as carbon dioxide and other chemical detectors; respirators; personal protective equipment; communications equipment; road barriers and traffic warning signs; and non-internal combustion engine evacuation vehicles;
 - (d) a Carbon Dioxide Pipeline rupture emergency response training program to ensure safe and effective response by county and municipal law enforcement, emergency medical services, and other responders during the operational life of the Carbon Dioxide Pipeline.

12. Abandonment, Discontinuance, and Removal of Hazardous Liquid Pipelines

- A. In addition to the requirements set by Iowa Code § 479B.32, a Hazardous Liquids Pipeline in the County that is abandoned shall comply with the requirements of this section. A Hazardous Liquid Pipeline shall be deemed abandoned for purposes of this section whenever the use of the Hazardous Liquid Pipeline has been discontinued such that there is no longer regulatory oversight of the Pipeline by PHMSA.
- B. For purposes of the land restoration standards of Iowa Code § 479B.20, the term "construction" includes the removal of a previously constructed pipeline, and the County will treat the removal of a Pipeline in the same manner as the Pipeline's original construction for purposes of the County's obligations under Iowa Code chapter 479B.
- C. A Pipeline Company granted a Conditional Use Permit pursuant to this Section shall by certified mail notify the County and all Affected Persons in the County of the Pipeline Company's intent to discontinue the use of the Pipeline. The notification shall state the proposed date of the discontinuance of use.

- D. Upon abandonment or discontinuance of use, the Pipeline Owner shall offer to each Property Owner the option to have the Pipeline and all related facilities physically dismantled and removed, including both the below and above ground facilities. The removal of the Pipeline and the related Reclamation and Reclamation Costs shall be the Pipeline Company's responsibility and shall be completed within one-hundred eighty (180) days from the date of abandonment or discontinuation of use unless a Property Owner agrees to extend the date of removal. Such an extension must be by written agreement between the Pipeline Company and the Property Owner, and the agreement shall be filed at the Woodbury County Recorder's office and a copy delivered to the County by the Pipeline Owner.
 - E. A Property Owner shall not be required to have the Pipeline removed, but if the Property Owner agrees to the removal and Reclamation, the Property Owner shall allow the Pipeline Company reasonable access to the property.
 - F. Upon the removal of the Pipeline and the Reclamation, the Pipeline Owner shall restore the land according to the requirements of Iowa Code § 479B.20 and the rules adopted thereunder at 199-9.1(479,479B), including all amendments thereto.
13. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
14. **Severability.** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Supervisors that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision that had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the County and shall thereafter be binding.
15. **Effective Date.** This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.
16. **Savings.** Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of unincorporated Woodbury County or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Dated the ____ day of _____, 2022.

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS

Attest:

Patrick Gill, Woodbury County Auditor

Keith Radig, Chairman

Jeremy Taylor, Vice Chairman

Rocky De Witt

Matthew Ung

Justin Wright

Adoption Timeline:

Public Hearing and 1st Reading:

Public Hearing and 2nd Reading:

Public Hearing and 3rd Reading:

Adopted:

Effective:

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

Date: Nov. 29, 2022 Weekly Agenda Date: Dec. 6, 2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Sheriff Chad Sheehan

WORDING FOR AGENDA ITEM:

Approve lease proposal between Woodbury County and Iowa Department of Public Safety at 1600 County Home Road, Sioux City, Iowa 51101

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Lease approximately 1,120 square feet of usable space to Iowa Department of Public Safety for use as indoor storage of tactical vehicles. Lease would be \$3,600 per year ending June 2024.

BACKGROUND:

Iowa State Patrol is in need of a central location to store and be able to access tactical vehicles for emergency call-outs. This storage building is utilized for Woodbury County Sheriff's Office tactical vehicles and has room for the State Patrols equipment as well.

FINANCIAL IMPACT:

The funds collected from the Iowa DPS would assist as a line item for future maintenance costs at 1600 County Home Road Training Center. This would ultimately impact Woodbury County residents with the ability to have emergency tactical vehicles for high risk response situations supportive of what we have now.

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:

Assistant Woodbury County Attorney Joshua Widman read the proposal and made recommendations. The proposed changes were met by the Iowa Department of Public Safety and the Sheriff's Office would like to move forward with the proposed lease.

ACTION REQUIRED / PROPOSED MOTION:

Approval by the Board of Supervisors to continue with the lease agreement.

STATE OF IOWA LEASE AGREEMENT

SECTION 1. PARTIES: THIS LEASE IS EXECUTED BY and between **Woodbury County**, a political subdivision of the State of Iowa (Landlord), whose address for the purpose of this Lease is 620 Douglas Street, Sioux City, Iowa 51101 and the **Iowa Department of Administrative Services** on behalf of and for the benefit of the **Iowa Department of Public Safety, Iowa State Patrol** (Tenant), whose address for the purpose of this Lease is **109 SE 13th Street, Des Moines, Iowa 50319**.

SECTION 2. LEASED PREMISES:

2.1 Landlord leases to Tenant the following described property: Approximately, **1,120** Square Feet (Rentable Area or Leasable Space) of storage space located at **1600 County Home Road, Sioux City, Iowa 51101** (Leased Premises).

SECTION 3. TERM OF LEASE: It is understood and agreed that the Lease shall commence on August 1, 2022 and shall end June 30, 2024, both days inclusive.

3.1 Landlord grants Tenant the first right of offer to lease the Leased Premises should Landlord offer the Leased Premises for rent during the last year of the lease term. Tenant shall have sixty (60) days after receiving written notice of intent to lease the Leased Premises within which to exercise this right.

SECTION 4. USE OF LEASED PREMISES: It is understood and agreed that Tenant contemplates using the Leased Premises for the purposes of storage.

SECTION 5. ASSIGNMENT AND SUBLETTING: Intentionally Omitted.

SECTION 6. RENTAL: Tenant agrees to pay to Landlord the following for the Leased Premises:

6.1 Rental Rate. For the lease term of August 1, 2022 through June 30, 2024, Tenant shall pay for the use and occupancy of the Premises at an annual rental sum (Rental Rate) of \$3,600.00 per year. The first prorated rent payment for the period of August 1, 2022 through June 30, 2023 in the amount of \$3,300.00, is due and payable on June 30, 2023.

For the term of July 1, 2023 through June 30, 2024, rent shall be payable on June 30, 2024 in the amount of \$3,600.00.

6.2 In the event this Lease does not commence on the first day of the month in which Tenant takes possession, the total rent payable shall be prorated from the date of possession to the end of the month in which Tenant takes possession.

6.3 DELINQUENT RENT. If Tenant fails to pay any amounts due under this Lease within sixty (60) days after the later of the date of receipt of the statement for such payment or the date of the satisfactory delivery, furnishing or performance of the services, supplies, materials or contract for which such payment is requested, then the unpaid amount shall bear interest as provided in Iowa Code section 8A.514, until paid; except if the warrant for such payment is not paid, in part or in full, due to lack of funds at the time of presentment, then interest shall be paid at the maximum rate established pursuant to Iowa Code section 74A.6, on the unpaid amounts until paid in full.

SECTION 7. COVENANT OF QUIET ENJOYMENT: So long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises and have unobstructed access to said premises at all times, Saturdays, Sundays and holidays included.

SECTION 8. LANDLORD'S DUTY OF CARE AND MAINTENANCE:

8.1. Landlord shall be responsible for maintaining the following if such systems are in place at the time of the Lease:

8.1.1. Maintenance of the roof, structural parts of the floors, walls, windows, all interior and exterior components of the building, including but not limited to improvements both structural or otherwise, and keeping other structural parts of the building in good repair;

8.1.2 Maintenance of the structural and surface area of the sidewalks, any and all access drives and parking lot in good repair;

8.1.3 Necessary repairs to the sewer lines and fixtures, the plumbing equipment, lines and fixtures, gas lines and fixtures, including but not limited to fire sprinkler and fire control systems, the water pipes, the ballasts for fluorescent lighting and electrical wiring;

8.1.4 Heating equipment and ventilating lines and fixtures; and the maintenance thereof;

8.1.5 Repair or removal of major landscape elements.

8.2. All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant and in a manner which maintains any and all security of the Leased Premises.

SECTION 9. TENANT’S DUTY OF CARE AND MAINTENANCE:

9.1 Tenant will not permit or allow Leased Premises to be damaged or depreciated in value, except for ordinary wear and tear, by any act or negligence of Tenant, its agents or employees. Tenant shall make no structural alterations or improvements without first obtaining the written approval of Landlord of the plans and specifications therefore, which approval shall not be unreasonably withheld.

9.2 Tenant will make no unlawful use of said premises and agrees to comply with all valid laws and regulations of the Board of Health, applicable County Ordinances, and of the State of Iowa and the Federal Government. This provision shall not be construed as creating any duty by Tenant to members of the general public.

SECTION 10. LANDLORD OBLIGATIONS: Landlord shall furnish the following items at its sole cost and expense:

10.1 Electric

10.2 Gas

10.3 Water/Sewer

10.4 Trash removal

10.5 Light bulbs

10.6 Snow and ice removal

10.7 Lawn care/Landscaping

10.8 Timely payment of all real estate taxes or special assessments levied or assessed by lawful authority against the Leased Premises.

SECTION 11. TENANT OBLIGATIONS: Tenant shall obtain the following items at its sole cost and expense:

11.1 There are no tenant obligations.

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS: Landlord is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Iowa Civil Rights Act (Chapter 216), as well as the regulations adopted thereunder, with respect to the Leased Premises. In addition, Landlord shall comply with all valid laws and regulations of the Board of Health, applicable City Ordinances and of the State of Iowa and the Federal Government.

SECTION 13. INSURANCE:

13.1 Both parties recognize that Woodbury County is self-insured and subject to the provisions of Iowa Code Chapter 670 and, Article VII, Section 1, of the Constitution of The State of Iowa.

13.2 Both parties recognize that the State of Iowa is self-insured and subject to the provisions of Iowa Code Chapter 669 and, Article VII, Section 1, of the Constitution of The State of Iowa.

SECTION 14. LANDLORD'S RIGHT OF ACCESS: Landlord, accompanied by an authorized representative of Tenant, may enter the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises or for the servicing of any utilities. Landlord shall be responsible for any loss of or injury or damage to any of Tenant's improvements, or other personal property located on the Leased Premises arising out of any act, omission or negligence of Landlord, its employees, agents, invitees, or contractors in making any inspections of or repairs, additions or alterations to the Leased Premises.

14.1. Confidentiality: Landlord acknowledges and understands that Tenant maintains confidential information at the Leased Premises. Landlord further acknowledges and understands that state and federal laws may impose civil and criminal penalties for the disclosure and redissemination of confidential information. Landlord's employees and contractors may come across this confidential information when performing their responsibilities under this Agreement. Landlord must take reasonable steps to make sure that its employees and any contractors do not copy, remove, disclose, or redisseminate confidential information maintained by Tenant. Landlord also agrees that any violation of this confidentiality provision may result in Tenant terminating this Agreement for cause. Lastly, Landlord agrees to indemnify the Tenant for any violations of this provision as required by this Agreement.

SECTION 15. SIGNS: Intentionally Omitted.

SECTION 16. POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the date on which this Lease terminates, except as herein otherwise expressly provided.

16.1 The term of this Lease shall commence on the first day that Tenant is entitled to possession of the Leased Premises, or on the 1st day of August, 2022, whichever date is later. It is understood that the agreed time for the commencement of this Lease is an important prerequisite to the execution of this

Lease. If commencement of the Lease term does not begin within the time specified in this Lease, the delay will disrupt the delivery of services by Tenant to the public.

16.2 Surrender of Leased Premises at End of the Term. Tenant agrees that upon the termination of the Lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except for the ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. Landlord and Tenant may conduct a walk-through of the Leased Premises prior to the lease expiration to review the condition of the Leased Premises. Tenant may at the expiration of the term of the Lease, or renewal or renewals thereof, remove any Tenant fixtures or equipment. Tenant shall be responsible for repairing any damages caused by said removal.

SECTION 17. TENANT IMPROVEMENTS: Landlord shall improve the Leased Premises as follows:

17.1 There are no tenant improvements.

SECTION 18. PARKING: Landlord shall provide and maintain for Tenant one (1) unassigned parking space at no additional costs for the sole exclusive use of Tenant.

SECTION 19. DAMAGE TO LEASED PREMISES:

In the event of partial or total destruction of or damage to the Leased Premises, which damage can be reasonably repaired, as determined by Landlord, within sixty (60) days of its occurrence, this Lease shall not terminate, but rent shall be apportioned in amounts equal to the percentage of the Leased Premises that is unusable during construction. The determination regarding the usable portion of the Leased Premises shall be within the sole discretion of Tenant. If the Leased Premises cannot be repaired within sixty (60) days, Tenant may terminate this Lease by providing Landlord with written notice of termination within fifteen (15) days after Landlord determines that the damage to the Leased Premises cannot be repaired within said sixty (60) day time period.

SECTION 20. EMINENT DOMAIN:

20.1 In the event all or any portion of the Leased Premises is taken under eminent domain proceedings or purchased in lieu of condemnation, the Tenant may terminate this Lease as of the date of possession by the condemning authority. The Tenant shall provide the Landlord with written notice of termination.

20.2 Nothing in this agreement shall preclude the Tenant to assert a claim for the value of leasehold improvements and equipment or for moving and related expenses in the event of an Eminent Domain proceeding or condemnation.

SECTION 21. TERMINATION OF LEASE:

21.1 For Cause by Tenant. In the event Landlord fails to observe and perform any covenant, condition or obligation created by this Lease, Tenant shall provide written notice to Landlord requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Tenant may either:

21.1.1 Immediately terminate the Lease without additional written notice; or,

21.1.2 Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Tenant may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

21.2 For Cause by Landlord. In the event Tenant fails to observe and perform any covenant, condition or obligation created by this Lease, Landlord shall provide written notice to Tenant requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Landlord may either:

21.2.1 Immediately cancel or forfeit this Lease without additional written notice; or,

21.2.2 Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Landlord may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

21.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may terminate this Agreement without penalty by giving sixty (60) days written notice to Landlord in the event of any of the following contingencies:

21.3.1. If there is a reduction, at any time, of 10% or more of the funds anticipated for the continued fulfillment of this Lease either through the failure of the General Assembly, the Governor, the United States Congress or the President to appropriate funds; or,

21.3.2. If there is a discontinuance or material alteration of the program for which funds were provided.

In the event that an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Tenant agrees to re-enter an Agreement with the terminated Landlord under the same provisions, terms and conditions as the original lease.

21.4 Remedy for Non-Appropriation Termination. In the event of termination of the Agreement due to non-appropriation, the exclusive, sole and complete remedy of the Landlord shall be to recover and possess the property subject to this Agreement. In the event of termination of this lease due to non-appropriation, Tenant shall have no further liability.

21.5 Termination for Convenience. Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Lease without penalty by giving sixty (60) days written notice to the other party.

SECTION 22. HAZARDOUS WASTE:

22.1 Definitions. For the purposes of interpreting this Lease, the following definitions are applicable unless context requires a different meaning:

22.1.1 Environmental Law shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment.

22.1.2 Hazardous Substances shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any Environmental Law.

22.2 Tenant's Duties. Tenant hereby agrees that:

22.2.1 Limitation of Activity. No activity will be conducted on the Leased Premises that will produce or make use of any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (Permitted Activities) provided said Permitted Activities are conducted in accordance with all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.2 Limitation of Storage. The Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (Permitted Materials) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws. Tenant shall be

responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.3 No portion of the Leased Premises will be used as a landfill or a dump.

22.2.4 Tenant will not permit any Hazardous Substances to be brought onto the Leased Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

22.3 Inspections by Landlord. Landlord or Landlord's representative, accompanied by the Tenant or its representative, shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

22.4 Clean-up Costs. If at any time during or after the term of the Lease Term, the Leased Premises are found to be so contaminated or subject to said conditions, due to contamination caused by Tenant, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost.

22.5 Notification Regarding Environmental Law Issues. During the Lease Term, each party hereto shall promptly provide the other party with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, The State of Iowa Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning:

22.5.1 Any Hazardous Substance on the Leased Premises;

22.5.2 The imposition of any lien on the Leased Premises; or

22.5.3 Any alleged violation of or responsibility under any Environmental Law.

22.6 Limitation of Liability. Nothing herein contained shall obligate Tenant to pay for any charges, taxes, assessments, penalties, fines, clean up, or any charge or cost incident to Hazardous Substances or clean up thereof, unless caused or created by Tenant; and should Hazardous Substances or products be found, on or under the Leased Premises, Landlord shall pay all charges, taxes, assessments, penalties, fines, or any charge or cost incident to the Hazardous Substances, holding Tenant harmless from and

against the same.. Provided however, nothing contained herein shall be construed to create any duty on the part of the Landlord to the general public, any governmental or other regulatory authority, or other parties without privity of contract with respect to this Lease.

SECTION 23. MISCELLANEOUS:

23.1 Amendments. This Lease may be amended in writing from time to time by mutual consent of the parties. All amendments to this Lease must be fully executed by both parties.

23.2 Third Party Beneficiaries. There are no third party beneficiaries to this Lease. This Lease is intended only to benefit Tenant and Landlord.

23.3 Choice of Law and Forum. The terms and provisions of this Lease shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Lease shall be brought in Sioux City, Iowa, in Woodbury County District Court for the State of Iowa. If however, jurisdiction is not proper in the Woodbury County District Court, the action shall only be brought in the United States District Court for the Northern District of Iowa, Western Division, provided that jurisdiction is proper in that forum.

23.4 Assignment and Delegation. This Lease may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

23.5 Integration. This Lease represents the entire Lease between the parties and neither party is relying on any representation which may have been made which is not included in this Lease.

23.6 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

23.7 Not a Joint Venture. Nothing in this Lease shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto.

23.8 Obligations Beyond Agreement Term. This Lease shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Lease. All obligations of Tenant and Landlord incurred or existing under this Lease as of the date of expiration, termination or cancellation will survive the termination or conclusion of this Lease.

23.9 Use of Third Parties. Tenant acknowledges that Landlord may contract with third parties for the performance of any of Landlord's obligations under this Lease provided that Landlord remains responsible for such performance. Upon request by Tenant, Landlord shall periodically provide a list of

all third party providers it uses for the substantial performance of any of Landlord's obligations under this Lease.

23.10 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of Tenant and Landlord, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

23.11 Approvals. Whenever under this Lease, provision is made for either party to obtain the written consent or approval of the other party, such response shall not be unreasonably withheld or delayed.

23.12 Severability. If any provision of this Lease is held to be invalid or unenforceable the remainder shall be valid and enforceable.

23.13 Notices. Notices under this Lease shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Lease shall be the date of delivery of such notice with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Landlord: Woodbury County, Iowa

Attn. Chairperson, Woodbury County Board of Supervisors
620 Douglas Street
Sioux City, Iowa 51101

If to Tenant: Iowa Department of Administrative Services

Space Management and Leasing Division
109 SE 13th Street
Des Moines, Iowa 50319

If to Tenant: Iowa Department of Public Safety

Iowa State Patrol
215 E. 7th Street
Des Moines, Iowa 50319-0102

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

23.14 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Lease shall be construed as cumulative and no one of them is exclusive of the other or exclusive of any rights, remedies or priorities allowed either party by law, and shall no way affect or impair the right to either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied or unsatisfied.

23.15 Time is of the Essence. Time is of the essence with respect to the performance of all terms, conditions and covenants of this Lease.

SECTION 24. EXHIBITS:

24.1 There are no exhibits.

(Remainder of this page intentionally left blank)

SECTION 25. DOCUMENT EXECUTION:

This Lease may be executed in multiple originals, which, when taken together form a complete Lease, and each party to the Lease shall possess one of the fully executed Leases.

SECTION 26. SIGNATURES:

LANDLORD:

Woodbury County, Iowa

By: _____

Date: _____

Printed name: _____

Title: Chairperson, Woodbury County Board of Supervisors

ATTEST:

By: _____

Printed Name: Patrick Gill

Title: Auditor

TENANT:

State of Iowa – Iowa Department of Administrative Services on behalf of and for the benefit of **Iowa Department of Public Safety, Iowa State Patrol**

By: _____

Date: _____

Printed name: Charlee Cross

Title: COO, General Services Enterprise

**Approved as to content and form:
Iowa Department of Public Safety**

By: _____

Date: _____

Printed name: _____

Title _____

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

Date: December 1, 2022 Weekly Agenda Date: December 6, 2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Sheriff Chad Sheehan

WORDING FOR AGENDA ITEM:

Approve creating new Jail Sgt. January 1, 2023 and new Jail Lt. March 1, 2023

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 type="checkbox"/> |

EXECUTIVE SUMMARY:

The Board previously approved a new Jail Sgt. and Jail Lt. position effective June 1, 2023. Sheriff requests board approve the Sgt. position effective January 1, 2023 and Lt. position March 1, 2023

BACKGROUND:

BOS approved creating a new Jail Sgt. and Lt. effective June 1, 2023. This was at the Sheriff's request for supervising the new staff needed in the new Jail.

FINANCIAL IMPACT:

Due to changing the hiring of new Correctional Officer positions this will not require more funds for our FY23 budget.

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:

Please approve creating the Sgt. position January 1, 2023 and the Lt. position March 1, 2023.

ACTION REQUIRED / PROPOSED MOTION:

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

Date: _____ Weekly Agenda Date: _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _____

WORDING FOR AGENDA ITEM:

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

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:

ACTION REQUIRED / PROPOSED MOTION:

FY 2021 CIP						\$	1,800,000
	STATUS	BORROWED (AMMENDED)	APPROVED	EXPENSES	REMAINING APPROVED	REMAINING BORROWED	REMAINING
Advanced Scheduling	IN PROGRESS	12,461.00	12,461.00	-	12,461.00	-	12,461.00
WCICC Equipment	IN PROGRESS	317,583.87	317,583.87	96,753.04	-	220,830.83	220,830.83
WCICC Annual	IN PROGRESS	170,000.00	170,000.00	170,000.00	-	-	-
Car Video	IN PROGRESS	413.39	413.39	-	413.39	-	413.39
Courthouse Chiller	COMPLETE	1,094,031.61	1,092,029.68	1,092,029.68	-	2,001.93	2,001.93
Turnout Gear	COMPLETE	22,830.00	22,830.00	22,830.00	-	-	-
ES Truck 206	COMPLETE	52,614.00	52,614.00	52,614.00	-	-	-
WIT SECURITY INSTITUTE	COMPLETE	123,066.13	123,066.13	123,066.13	-	-	-
GEN OBLIGATION LOAN NOTES	COMPLETE	7,000.00	8,330.30	8,330.30	-	(1,330.30)	(1,330.30)
2021 TOTALS		1,800,000.00	1,799,328.37	1,565,623.15	12,874.39	221,502.46	234,376.85

FY 2022 CIP						\$	2,416,000
	STATUS	BORROWED (AMMENDED)	APPROVED	EXPENSES	REMAINING APPROVED	REMAINING BORROWED	REMAINING
28th Street Fiber Optics	IN PROGRESS	132,492.50	132,492.50	125,867.87	6,624.63	-	6,624.63
Board Room Carpet	IN PROGRESS	15,000.00	15,000.00	-	15,000.00	-	15,000.00
Prairie Hills Demo	IN PROGRESS	403,152.58	307,815.00	302,020.50	5,794.50	95,337.58	101,132.08
LEC Network Phase 1	IN PROGRESS	249,442.92	249,442.92	-	249,442.92	-	249,442.92
WCICC Annual	IN PROGRESS	125,000.00	125,000.00	106,033.64	18,966.36	-	18,966.36
WCICC - Website Retrofit	IN PROGRESS	75,000.00	75,000.00	20,000.00	55,000.00	-	55,000.00
WCICC - Phone Handsets	IN PROGRESS	35,000.00	35,000.00	-	35,000.00	-	35,000.00
WCICC Data Center	IN PROGRESS	50,000.00	50,000.00	21,224.75	28,775.25	-	28,775.25
WCICC Generator	IN PROGRESS	32,500.00	32,500.00	-	32,500.00	-	32,500.00
Board AV	IN PROGRESS	77,915.26	77,915.26	17,730.49	60,184.77	-	60,184.77
Records Management System	IN PROGRESS	750,000.00	750,000.00	712,500.00	37,500.00	-	37,500.00
Cameras/Tasers	IN PROGRESS	174,812.00	174,812.00	34,962.40	139,849.60	-	139,849.60
Tyler Software	IN PROGRESS	-	1,062.50	1,062.50	-	(1,062.50)	(1,062.50)
SDH Front Windows	COMPLETE	55,000.00	55,000.00	55,000.00	-	-	-
GEN OBLIGATION LOAN NOTES	COMPLETE	8,901.41	8,900.00	8,900.00	-	1.41	1.41
WIT SECURITY INSTITUTE	COMPLETE	59,208.88	59,208.88	59,208.88	-	-	-
ELECTION EQUIPMENT	COMPLETE	172,574.45	172,768.33	172,768.33	-	(193.88)	(193.88)
2022 TOTALS		2,416,000.00	2,321,917.39	1,637,279.36	684,638.03	94,082.61	778,720.64

FY 2023 CIP

	STATUS	BORROWED (AMMENDED)	APPROVED	EXPENSES	REMAINING APPROVED	REMAINING BORROWED	REMAINING
TH Structural Repair	IN PROGRESS	-	7,875.00	7,289.66	585.34	(7,875.00)	(7,289.66)
Cameras/Tasers	IN PROGRESS	-	987,840.00	192,263.66	795,576.34	(987,840.00)	(192,263.66)
WCICC Annual	IN PROGRESS	-	150,000.00	-	150,000.00	(150,000.00)	-
CH 210 Remodel	IN PROGRESS	-	55,000.00	47,284.93	7,715.07	(55,000.00)	(47,284.93)
TH Carpet							-
WCICC AP's							-
WCICC Storage							-
WCICC iSeries							-
WCICC IT Generator							-
LEC Network							-
SDH Fire Sprinkler							-
SDH Caulking							-
ES Truck 205							-
ES Tuckpointing							-
ES Extrication Equipment							-
ES Sidewalk							-
Little Sioux Park Road							-
2023 TOTALS		-	1,200,715.00	246,838.25	953,876.75	(1,200,715.00)	(246,838.25)

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

Date: 12/2/2022 Weekly Agenda Date: 12/6/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler - Finance/Budget Director

WORDING FOR AGENDA ITEM:

Approval of furniture, fixture equipment expenditures transferred from the Law Enforcement Authority to Woodbury County, as a CIP project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county will purchase the FFE in regards to the new LEC. Ownership of the FFE will be the county. This will free up \$941,000 in the LEC budget.

BACKGROUND:

This will likely be returned to the county at the end of the project. The return will be ARPA funds.

FINANCIAL IMPACT:

FY23 CIP funding for the FFE in the amount of \$941,000

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:

ACTION REQUIRED / PROPOSED MOTION:

Motion by _____, second by _____, to approve the funding for FFE at the new Law Enforcement Center from Woodbury County's FY23 CIP, in the amount of \$941,000.