



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(MAY 7) (WEEK 19 OF 2024)**

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

Agenda and Minutes available at:  
[www.woodburycountyiowa.gov](http://www.woodburycountyiowa.gov)

Daniel A. Bittinger II  
389-4405  
[dbittinger@woodburycountyiowa.gov](mailto:dbittinger@woodburycountyiowa.gov)

Mark E. Nelson  
540-1259  
[mnelson@woodburycountyiowa.gov](mailto:mnelson@woodburycountyiowa.gov)

Keith W. Radig  
560-6542  
[kradig@woodburycountyiowa.gov](mailto:kradig@woodburycountyiowa.gov)

Jeremy J. Taylor  
259-7910  
[jtaylor@woodburycountyiowa.gov](mailto:jtaylor@woodburycountyiowa.gov)

Matthew A. Ung  
490-7852  
[matthewung@woodburycountyiowa.gov](mailto:matthewung@woodburycountyiowa.gov)

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held May 7, 2024, 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. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

1. Please silence cell phones and other devices while in the Boardroom.
2. The Chair may recognize speakers on agenda items after initial discussion by the Board.
3. Speakers will approach the microphone one at a time and give their name and address before their statement.
4. Speakers will limit their remarks to three minutes on any one item and address their remarks to the Board.
5. At the beginning of 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. The Chair may also request delegates provide statements on behalf of multiple speakers.
6. Any concerns or questions which do not relate to a scheduled item on the agenda will be heard under the item "Citizen Concerns." Please note the Board is legally prohibited from taking action on or engaging in deliberation on concerns not listed on the agenda, and in such cases the Chair will request further discussion take place after properly noticed.
7. Public comment by electronic or telephonic means is prohibited except for a particular agenda item when approved by the Chair 24 hours before a meeting or by a majority of the board during a meeting for a subsequent meeting.

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**AGENDA**

**3:00 p.m.** Joint closed session with LEC Authority {Iowa Code Section 21.5 (1) (c)}  
**First Floor Boardroom**

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

1. Approval of the agenda Action

**Consent Agenda**

**Items 2 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.**

2. Approval of the minutes of the April 30, 2024 meeting
3. Approval of claims
4. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Authorization to Initiate Hiring Process

5. County Auditor – Patrick Gill
  - a. Approval of resolution adopting and levying special assessment in the Sandhill-Lakeport Inter-County Drainage District of Monona and Woodbury Counties, Iowa
  - b. Approval of resolution adopting and levying special assessment in the Little Sioux Inter-County Drainage District of Monona, Woodbury and Harrison Counties, Iowa
  - c. Approval of resolution adopting and levying special assessment in the McCandless Inter-County Drainage District of Monona and Woodbury Counties, Iowa
6. County Treasurer – Tina Bertrand
  - a. Approve property tax refund request for parcel #864629382008 in the amount of \$1,433.00
  - b. Approve property tax refund request for parcel #894721282016 in the amount of \$856.00
7. Secondary Roads – Mark Nahra
 

Authorize the Chairman to sign permit to work in the right of way for Mitch Parker

### End Consent Agenda

- |                  |   |        |
|------------------|---|--------|
| <b>4:35 p.m.</b> | 8. Board Administration – Heather Van Sickle  |        |
| (Set time)       | Public hearing and sale of property parcel #894726138004 (aka 3220 11 <sup>th</sup> Street)   | Action |
| <b>4:40 p.m.</b> | 9. Planning/Zoning – Daniel Priestley   |        |
| (Set time)       | a. Public hearing to consider Zoning Ordinance Text Amendments to the Floodplain Management Ordinance in the Zoning Ordinance Section 5.03  | Action |
|                  | b. Approve the third and final reading of the Ordinance   | Action |
|                  | c. Adopt the ordinance for the Zoning Ordinance Text Amendments to the Floodplain Management Ordinance in the Zoning Ordinance Section 5.03   | Action |
| <b>4:42 p.m.</b> | d. Conduct the third and final public hearing for the consideration of the proposed Woodbury County Comprehensive Plan 2040   | Action |
| (Set time)       | e. Approve the third and final reading of the Comprehensive Plan 2040   | Action |
|                  | f. Adopt the Woodbury County Comprehensive Plan 2040 and authorize the Chairman to sign the resolution  | Action |
| <b>4:45 p.m.</b> | g. Public hearing to consider Zoning Ordinance Text Amendments for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District, including to add a new Section 5.08, amend the table of contents, and renumber the ordinance page numbers to accommodate the addition of the new section | Action |
| (Set time)       | h. Approve the third and final reading of the Ordinance   | Action |
|                  | i. Adopt the ordinance for the Zoning Ordinance Text Amendments for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District, including to add a new Section 5.08, amend the table of contents and renumber the ordinance page numbers to accommodate the addition of the new section | Action |
| 10.              | Siouxland Mental Health Center – Morgan Haskell   |        |
|                  | Approval of proclamation proclaiming May 2024 as Mental Health Month in Woodbury County   | Action |

- |                         |   |             |
|-------------------------|---|-------------|
| 11.                     | Board of Supervisors – Matthew Ung  |             |
|                         | a. Authorize the Chairman to sign agreement with Dr. Julie Breiner, Woodbury County Medical Examiner for January 1, 2024 through December 31, 2025  | Action      |
|                         | b. Authorize the Chairman to sign professional services agreement with Elizabeth Ford, Medical Examiner Investigator  | Action      |
|                         | c. Authorize the Chairman to sign professional services agreement with Sarah Harris, Medical Examiner Investigator  | Action      |
| 12.                     | Secondary Roads – Mark Nahra  |             |
|                         | a. Approve the project agreement with the Farmers Drainage District for work on Lateral H along 280 <sup>th</sup> Street  | Action      |
|                         | b. Award the quote for the replacement of the District 2 foreman's truck to Knoefler Chevrolet for \$36,387.00  | Action      |
|                         | c. Award the truck quote for the single axle truck to Boyer Trucks for \$195,021.00   | Action      |
|                         | d. Receive the wheel loader quotes and return them to the county engineer for an award recommendation   | Action      |
|                         | e. Receive the motor grader quotes and return them to the county engineer for an award recommendation   | Action      |
|                         | f. Receive the wheel loader quotes and return them to the county engineer for an award recommendation   | Action      |
| 13.                     | Board Administration – Dennis Butler  |             |
| 5:00 p.m.<br>(Set time) | a. Public hearing on proposed Fiscal Year 2025 budget   | Action      |
|                         | b. Adoption of Fiscal Year 2025 budget and resolution   | Action      |
|                         | c. Approval of resolution amending the resolution authorizing the issuance of \$800,000 General Obligation Capital Loan Notes, Series 2024A, and levying a tax for the payment thereof, passed and approved on March 5, 2024, by substituting a new resolution therefor, approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to Pay the Notes; approval of the tax exemption certificate | Action      |
| 14.                     | Reports on Committee Meetings   | Information |
| 15.                     | Citizen Concerns  | Information |
| 16.                     | Board Concerns  | Information |

## ADJOURNMENT

**Note for Board Members: County Assessor's Conference Board Meeting is 6:00 p.m.**

*Subject to Additions/Deletions*

# CALENDAR OF EVENTS

- WED., MAY 1**    **11:00 a.m.**    Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa  
                         **1:00 p.m.**    Loess Hills Alliance Executive Meeting  
                         **4:45 p.m.**    Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., MAY 2**    **12:00 p.m.**    SIMPCO Regional Policy & Legislative Affairs Committee Meeting, 6401 Gordon Drive
- MON., MAY 6**    **6:00 p.m.**    Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., MAY 8**    **8:05 a.m.**    Woodbury County Information Communication Commission, First Floor Boardroom  
                         **12:00 p.m.**    District Board of Health Meeting, 1014 Nebraska St.  
                         **6:30 p.m.**    911 Service Board Meeting, Public Safety Center, Climbing Hill
- THU., MAY 9**    **12:00 p.m.**    SIMPCO Board of Directors, 6401 Gordon Drive.  
                         **4:00 p.m.**    Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., MAY 15**    **12:00 p.m.**    Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., MAY 16**    **4:30 p.m.**    Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., MAY 17**    **12:00 p.m.**    Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- WED., MAY 22**    **2:30 p.m.**    Rolling Hills Community Services Region Governance Board Meeting
- THU., MAY 23**    **10:00 a.m.**    Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 6401 Gordon Dr
- WED., May 29**    **5:00 p.m.**    Zoning Commission Meeting, Courthouse Basement Boardroom
- MON., JUN 3**    **6:00 p.m.**    Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., JUN 5**    **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  
                         **4:45 p.m.**    Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- FRI., JUN 7**    **9:00 a.m.**    Hungry Canyons Alliance - TBD

**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.*

**APRIL 30, 2024, EIGHTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, April 30, 2024, at 4:30 p.m. Board members present were Nelson, Ung, Bittinger II (by phone), Radig, and Taylor. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, 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. Motion by Ung second by Bittinger to approve the agenda for April 30, 2024. Carried 4-1; Taylor opposed. Copy filed.  
  
Motion by Ung second by Taylor to approve the following items by consent:
2. To approve minutes of the April 23, 2024 meeting. Copy filed.  
  
To approve minutes of the April 19, 2024 special meeting. Copy filed.
3. To approve the claims totaling \$788,201.31. Copy filed.
4. To approve the reclassification of Abigail Guerrero-Miller, Civilian Jailer, County Sheriff Dept., effective 04-30-24, \$28.77/hour, 15%=\$3.82/hr. Per CWA Contract: 4 Years of Service Plus BS. Reclassify to Senior Class.; the appointment of Nathan Farley, Equipment Operator, Secondary Roads Dept., effective 05-01-24, \$26.63/hour. Job Vacancy Posted 2-27-2024. Entry Level Salary: \$26.63/hour.; the reclassification of Cathia Wise, Custodian, Building Services Dept., effective 4-29-24, \$20.14/hour, 6%=\$1.14/hr. Per AFSCME Courthouse: Step Increase from Step 3 to Step 4.; and the reclassification of Danielle Brady, Clerk II, County Auditor-Election Dept., effective 04-29-24, \$23.95/hour, 11%=\$2.30/hr. Per AFSCME Courthouse: Step Increase from Step 4 to Step 5. Copy filed.
5. To approve to set the public hearing for the FY24 Budget Amendment #1 for May 28, 2024 at 4:45 p.m.
6. To approve and authorize the Chairperson to sign a Resolution Certificate of Appointment of Representative of the Housing Authority of Woodbury County, Iowa.

**CERTIFICATION OF APPOINTMENT OF REPRESENTATIVE OF THE  
HOUSING AUTHORITY OF WOODBURY COUNTY, IOWA  
RESOLUTION #13,716**

WHEREAS, the Board of Supervisors of Woodbury County, Iowa, held a duly authorized regular meeting on the \_\_\_\_ day of August 1981; and

WHEREAS, at said meeting it was duly noted that a resolution “Declaring the Need for a Housing Authority in Woodbury County, Iowa” has been previously passed and adopted;

AND WHEREAS, a resolution has been passed and adopted entitled “Resolution Approving and Authorizing the Execution of a certain Joint Exercise of Powers Agreement for the purpose of Creating a Multi-County Housing Authority”.

NOW, THEREFORE, Pursuant to the provision of Chapter 28E, Code of Iowa, and by virtue of our office as Board of Supervisors, we hereby appoint the one (1) person hereinafter named to serve as Representative of the Northwest Iowa Regional Housing Authority, representing Woodbury County, Iowa, and to serve for the number of years appearing after the person’s name, respectively, from the 18<sup>th</sup> day of May, 2024 to the 18<sup>th</sup> day of May, 2027.

Name of Representative: Patrick F. Gill Number of years: 3

IN WITNESS WHEREOF, I have hereunto signed by name, as Chairman of the Board of Supervisors of Woodbury County, Iowa, and caused the official corporate seal of said Woodbury County, Iowa to be attached hereto this 30<sup>th</sup> day of April, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

7. To approve the underground utility permit for Farr Technologies and Quick Current Broadband, LLC. Copy filed.

Carried 5-0.

9a. A public hearing was held at 4:35 p.m. for the sale of parcel #894735276004, 4103 Gordon Dr. The Chairperson called on anyone wishing to be heard.

Motion by Ung second by Taylor to close the public hearing. Carried 5-0.

Motion by Ung second by Nelson to approve and authorize the Chairperson to sign a Resolution for the sale of the real estate parcel #894735276004, 4103 Gordon Dr., to City of Sioux City, P.O. Box 447, Sioux City, IA, for \$398.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF WOODBURY COUNTY, IOWA  
RESOLUTION #13,717**

**BE IT RESOLVED** by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

**By City of Sioux City** in the sum of **Three Hundred Ninety-Eight and 00/100 (\$398.00)**--  
-----dollars.

For the following described real estate, To Wit:

**Parcel #894735276004**

**All that part of former Chicago, Milwaukee, St. Paul and Pacific Railroad Company's property, being a part of the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 35, Township 89 North, Range 47 West of the 5<sup>th</sup> P.M. in Woodbury County, Iowa described as follows: Commencing at a point on the east line of the SW ¼ NE ¼ said Section 35, distant 326.12 feet southerly of the NE corner said SW ¼ NE ¼; thence S0°50'08" W along said line 57.32 feet to a point 10.00 feet northeasterly of as measured at right angles to the centerline of the Railroad Company's former main track; thence S43°25'10" E, 396.84 feet; thence southeasterly 153.76 feet on a curve to the northwesterly line of Spalding Street as established by the City of Sioux City, said curve being concave southwesterly, having a radius of 2,437.42 feet and a chord of 153.76 feet bearing S41°36'43" E and said curve being 10.00 feet radially distant from the centerline of the former railroad track; thence N50°11'44" E along said northwesterly line of Spalding Street 40.00 feet to the northeasterly boundary line of the Railroad's property; thence northwesterly along said northeasterly boundary line 597', more or less, to the point of beginning (4103 Gordon Dr.)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

**BE IT RESOLVED** that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

**BE IT RESOLVED** that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

**BE IT FURTHER RESOLVED** that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

**SO DATED** this 30<sup>th</sup> Day of April, 2024.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

9b. A public hearing was held at 4:36 p.m. for the sale of parcel #894729440013, 204 ½ Kansas St. The Chairperson called on anyone wishing to be heard.

Motion by Taylor second by Nelson to close the public hearing. Carried 5-0.

Motion by Ung second by Nelson to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcel #894729440013, 204 ½ Kansas St., to Dennis & Crystal Benson, 134 Kansas St., Sioux City, IA, for \$100.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF WOODBURY COUNTY, IOWA  
RESOLUTION #13,718**

**BE IT RESOLVED** by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

**By Dennis D. Benson & Crystal K. Benson** in the sum of **One Hundred and 00/100 (\$100.00)**-----dollars.

For the following described real estate, To Wit:

**Parcel #894729440013**  
**Except West One Hundred feet (W 100') South One-half (S ½) Lot Five (5) Block Forty-three (43) Sioux City Addition, City of Sioux City, Woodbury County, Iowa (204 ½ Kansas Street)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

**BE IT RESOLVED** that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

**BE IT RESOLVED** that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

**BE IT FURTHER RESOLVED** that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

**SO DATED** this 30<sup>th</sup> Day of April, 2024.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

8a. Bid letting was held for dump trucks. The bids as follows:

<u>Tandem Axle</u>	
Cornhusker International, Sioux City, IA	\$203,176.00
Istate Truck Center, Sioux City, IA	\$270,059.00
Istate Truck Center, Sioux City, IA	\$262,933.00
TEC Equipment, Omaha, NE	\$240,632.00
Boyer Truck, Sioux Falls, SD	\$278,756.00

Single Axle

Cornhusker International, Sioux City, IA	\$203,176.00
Istate Truck Center, Sioux City, IA	\$209,126.00
Istate Truck Center, Sioux City, IA	\$216,061.00
TEC Equipment, Omaha, NE	\$192,467.00
Boyer Truck, Sioux Falls, SD	\$195,021.00

Motion by Radig second by Ung to receive the bids and return them back to the County Engineer for recommendation. Carried 5-0. Copy filed.

8b. Motion by Radig second by Ung to approve the letter of financial support for the federal aid grant application for the Southbridge Interchange project. Carried 5-0. Copy filed.

10c. A public hearing was held at 4:40 p.m. to consider zoning ordinance text amendments to the Floodplain Management Ordinance in the Zoning Ordinance Section 5.03. The Chairperson called on anyone wishing to be heard.

Motion by Taylor second by Ung to close the public hearing. Carried 5-0.

10d. Motion by Radig second by Ung to approve the 2<sup>nd</sup> Reading of the Ordinance. Carried 5-0. Copy filed.

10e. A public hearing was held at 4:42 p.m. for the consideration of the proposed Woodbury County Comprehensive Plan 2040. The Chairperson called on anyone wishing to be heard.

Motion by Ung second by Nelson to close the public hearing. Carried 5-0.

10f. Motion by Ung second by Nelson to approve the 2<sup>nd</sup> Reading of the Comprehensive Plan. Carried 5-0. Copy filed.

10a. Motion by Ung second by Taylor to receive the final staff report and Zoning Commission’s recommendation from their 4/22/24 meeting to approve the final plat of Yockey Farm Addition, a minor subdivision to Woodbury County, Iowa. Carried 5-0. Copy filed.

10b. Motion by Radig second by Ung to approve and authorize the Chairperson to sign a Resolution accepting and approving the final plat of Yockey Farm Addition, a minor subdivision to Woodbury County. Carried 5-0.

**BOARD OF SUPERVISORS  
RESOLUTION #13,719  
ACCEPTING AND APPROVING YOCKEY FARM ADDITION  
A MINOR SUBDIVISION  
WOODBURY COUNTY, IOWA**

WHEREAS, THE OWNER AND PROPRIETOR DID ON THE 22nd DAY OF

April, 2024, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS YOCKEY FARM ADDITION, A MINOR SUBDIVISION TO 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, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, YOCKEY FARM ADDITION, A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRPERSON 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 30th DAY OF April, 2024  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 10g. A public hearing was held at 4:50 p.m. to consider Zoning Ordinance Text Amendments for Utility-Scale Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District, including to add a new Section 5.08, amend the table of contents, and renumber the ordinance page numbers to accommodate the addition of the new section. The Chairperson called on anyone wishing to be heard.
- Motion by Ung second by Nelson to close the public hearing. Carried 5-0.
- 10h. Motion by Ung second by Nelson to approve the 2<sup>nd</sup> Reading of the Ordinance. Carried 5-0. Copy filed.
11. Motion by Taylor second by Ung to approve to spend WCICC-IT FY2025 CIP dollars. Carried 5-0. Copy filed.
- 12a. Motion by Radig second by Ung to approve FY2023 CIP in the amount of \$127,933.84. Carried 5-0. Copy filed.
- 12b. Motion by Radig second by Ung to approve Sioux City Engineering Co. change order #4, #5 and final contract pay application #13 in the amount of \$238,712.24. Carried 5-0. Copy filed.
13. Presentation of missing context related to Supervisor Taylor's follow items, and the harmful impact caused by a lack of patience causing incomplete information being conveyed to the public about the Law Enforcement Center's property insurance premium. Copy filed.
- 14a. There was no discussion about reallocation of \$170,000 from the county's over-and above contributions to repairs and maintenance not specified in the lease obligated as a "Maintenance Fund contribution" and \$7,000 in reserves to pay for the insurance premium. Copy filed.
- 14b. There was no discussion to dedicate \$177,000 in reserve funding to pay for the premium. Copy filed.
- 14c. There was no discussion to receive recommendations for changes to the Law Enforcement Center Authority Lease with the Woodbury County Board of Supervisors. Copy filed.
15. Reports on committee meetings were heard.
16. Doyle Turner, Merville, discussed wind turbines and pipelines.
17. Board concerns were heard.

The Board adjourned the regular meeting until May 7, 2024.

Meeting sign in sheet. Copy filed.

# HUMAN RESOURCES DEPARTMENT

## MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: May 7th, 2024

**\* 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
Bockenstedt, Drew	Attorney	5-3-2024	County Attorney 2 <sup>nd</sup> Deputy			S	
Little, Adam	Sheriff's Office	5-13-2024	Civilian Jailer	\$25.95/hour	4%=1.00/hr	R	Per CWA: From 2 <sup>nd</sup> Class to 1 <sup>st</sup> Class. Anniversary Date 5/20/2024
Nelson, Katie	Sheriff's Office	5-13-2024	Custodian	\$19.64/hour	6%=1.14/hr	R	Per ASFCME Courthouse: Step Increase from Step 3 to Step 4. Anniversary Date 5/16/2024
Britton, Andrew	Juvenile Detention	5-27-2024	PT Youth Worker	\$22.26/hour	4%=\$0.85/hr	R	Per ASFCME Juvenile: Step Increase from Step 1 to Step 2. Anniversary Date 5/29/2024
Britton, Andrew	Juvenile Detention	5-10-2024	FT Youth Worker	\$22.26/hour		T	Transfer from PT to FT. In House Job Vacancy Posted on 4/10/2024.
Rayevich, Jesse	Secondary Roads	5-13-2024	Motor Grader Operator	\$27.76/hour	3%=0.83/hr	E	End of 6 Month Probationary Period on 5/15/2024
Jensen, Brenda	Building Services	5-1-2024	Custodian			S	
Walker, Isaiah	Sheriff's Office	5-20-2024	Civilian Jailer	\$23.97/hour		A	Job Vacancy Posted 12-20-2023. Entry Level Salary: \$23.97
Devereux, Andrew	Attorney	5-13-2024	Intern-Temp	\$18.00		A	

APPROVED BY BOARD DATE: \_\_\_\_\_

MELISSA THOMAS, HR DIRECTOR:

*Melissa Thomas HR Director*

**HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA**

**DATE: May 7, 2024**

**AUTHORIZATION TO INITIATE HIRING PROCESS**

<b>DEPARTMENT</b>	<b>POSITION</b>	<b>ENTRY LEVEL</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>
Building Services	Custodian	AFSCME Courthouse: \$16.79/hour		

\_\_\_\_\_  
Chairman, Board of Supervisors

**MONONA COUNTY DRAINAGE OFFICE  
%COURTHOUSE – 610 IOWA AVENUE  
ONAWA, IOWA 51040  
(712) 433-2630**

April 30, 2024

Patrick Gill, Woodbury County Auditor  
Woodbury County Auditor's Office  
620 Douglas Street, Rm 103  
Sioux City, IA 51101-1248

Dear Mr. Gill:

Enclosed are levy resolutions on all inter-county drainage districts with Monona County approved by the Monona County Board of Supervisors on April 30, 2024. Please have your Board of Supervisors approve said resolutions, make copies for your records, and send back the originals to the Monona County Drainage Office, %Courthouse, 610 Iowa Avenue, Onawa, Iowa 51040.

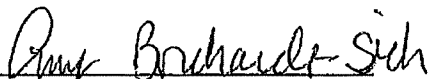
The levy rates for the Woodbury County Inter-County Drainage Districts with Monona County for the year 2024-2025 are as follows:

<b>DRAINAGE DISTRICT</b>	<b>LEVY RATIO</b>		<b>WOODBURY PRODUCT UNITS</b>	<b>ASSESSMENT TOTAL</b>
Little Sioux (65%)	.078842	X	615,134.80	\$ 48,498.
McCandless Inter-Co (115%)	.112449	X	72,248.50	\$ 8,124.
Sandhill-Lakeport (60%)	.086952	X	221,381.88	\$ 19,250.

If the product units on the above, do not agree with your records please have Diane send me the corrections.

Thank you!

Sincerely,

  
Amy Borchardt-Sick  
Monona County Drainage Clerk

Encl.

**\*PLEASE give a copy of the signed paperwork to Diane Swoboda Peterson**

	District	Orig. Assess.	Total needed	Levy %	Product Units	Ratio	WOODBURY PRODUCT UNITS/\$\$AMT	MONONA PRODUCT UNITS/\$\$ AMT	HARRISON PRODUCT UNITS/\$\$ AMT
6100	LITTLE SIOUX	\$1,046,490.96	\$680,216.00	65.00%	<b>8,627,624.95</b>	0.078842	615,134.80	7,428,247.41	584,242.74
							<b>\$48,498</b>	\$585,655	\$46,063
6200	MCCANDLESS MN	\$114,217.46	\$131,350.00	115.00%	<b>1,168,085.42</b>	0.112449	72,248.50	1,095,836.92	
							<b>\$8,124</b>	\$123,226	
6500	SANDHILL-LAKE	\$48,098.19	\$28,859.00	60.00%	<b>331,897.39</b>	0.086952	221,381.88	110,515.51	
							<b>\$19,250</b>	\$9,609	
	<b>WOOD CO LATS.</b>								
6800	WOOD-MO LAT 1	\$538.62	NONE			NONE			
6810	WOOD-MO LAT 2	\$898.99	NONE		<b>36,709.66</b>	NONE			
6880	WOOD-MO LAT11	\$519.45	NONE		<b>36,573.60</b>	NONE			
6890	WOOD-MO LAT12	\$621.73	NONE		<b>30,020.00</b>	NONE			
6895	WOOD MO LAT O	\$4,070.71	NONE		<b>82,833.80</b>	NONE			
	<b>Totals</b>		<b>\$840,425.00</b>				<b>\$75,872</b>	<b>\$718,490</b>	<b>\$46,063</b>

The Board of Supervisors of Monona County, Iowa met Tuesday, April 30, 2024 at 10:00 a.m., in the Board Room of the Courthouse in Onawa, Monona County, Iowa.

The meeting was called to order by Chairman Fox and, upon roll being called, the following Board members were

Present: Brouillette, Fox and Phillips.

Absent: None.

\*\*\*\*\*

Supervisor Fox introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE LITTLE SIOUX INTER-COUNTY DRAINAGE DISTRICT OF MONONA, WOODBURY AND HARRISON COUNTIES, IOWA.**

Supervisor Brouillette seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: Brouillette, Fox and Phillips

NAYS: None.

Whereupon, the Chairman declared the Resolution duly adopted as follows:

\*\*\*\*\*

The Board of Supervisors of Harrison County, Iowa, met \_\_\_\_\_, 2024 at \_\_\_\_\_, a.m. in the Board Room of the Courthouse at Logan, Harrison County, Iowa.

The meeting was called to order by Chairman \_\_\_\_\_, and upon roll being called, the following Board members were

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

\*\*\*\*\*

Supervisor \_\_\_\_\_ introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE LITTLE SIOUX INTER-COUNTY DRAINAGE DISTRICT OF MONONA, WOODBURY AND HARRISON COUNTIES, IOWA.**

Supervisor \_\_\_\_\_ seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairman declared the Resolution duly adopted as follows:

\*\*\*\*\*

WOODBURY COUNTY, IOWA  
RESOLUTION # \_\_\_\_\_

The Board of Supervisors of Woodbury County, Iowa, met \_\_\_\_\_, 2024 at \_\_\_\_\_ p.m. in the Board Room of the Courthouse at Sioux City, Woodbury County, Iowa.

The meeting was called to order by Chairman \_\_\_\_\_, and upon roll being called, the following Board members were

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

\*\*\*\*\*

Supervisor \_\_\_\_\_ introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE LITTLE SIOUX INTER-COUNTY DRAINAGE DISTRICT OF MONONA, WOODBURY AND HARRISON COUNTIES, IOWA.**

Supervisor \_\_\_\_\_ seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairman declared the Resolution duly adopted as follows:

**RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT  
IN THE LITTLE SIOUX INTER-COUNTY DRAINAGE DISTRICT**

WHEREAS, the Board of Trustees of the Little Sioux Inter-County Drainage District, in session on the 7th day of March, 2024, requested that the Board of Supervisors levy a special assessment of Sixty-five (65%) Percent of the Original Assessment on all tracts of land, lots, public roads, and railroads in the Little Sioux Inter-County Drainage District to procure funds from which to pay the costs and expenses of repair and maintenance incurred.

NOW, THEREFORE, BE IT RESOLVED by the Joint Board of Supervisors of Monona, Woodbury and Harrison Counties, Iowa, acting as a Drainage Board for the Little Sioux Inter-County Drainage District, that there be and is hereby levied upon all tracts of land, lots, public roads, and railroads in the Little Sioux Inter-County Drainage District of Monona, Woodbury and Harrison Counties, Iowa, a special assessment in the amount of Sixty-five (65%) Percent of the Original Assessment, and the Auditors of Monona, Woodbury and Harrison Counties, Iowa, be directed and ordered to spread such levy upon said lands, to be collected under \$468.55 in semi-annual installments in the same manner

as general property taxes are collected pursuant to \$445.36 in the year 2024-2025.

PASSED and APPROVED this 30TH day of April, 2024, Board of Supervisors, Monona County, Iowa.

B. J.  
CHAIRMAN

ATTEST: Amy Borchardt-Sich  
MONONA COUNTY DRAINAGE DEPUTY

\*\*\*\*\*

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024, Board of Supervisors, Harrison County, Iowa.

\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
HARRISON COUNTY DRAINAGE CLERK

\*\*\*\*\*

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024, Board of Supervisors, Woodbury County, Iowa.

\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
WOODBURY COUNTY AUDITOR



O R D E R

We, the Board of Trustees of the Little Sioux Inter-County Drainage District of Monona, Harrison and Woodbury Counties, Iowa in session this 7<sup>th</sup> day of March, 2024, hereby request that a special assessment of Sixty Five (65%) Percent be levied on all tracts of land, lots, public roads and railroads within the Little Sioux Inter-County Drainage District of Monona, Harrison and Woodbury Counties, Iowa, for fiscal year 2024-2025, to procure funds from which to pay the costs and expenses for the general upkeep and maintenance of the District.

Tina Holman  
Wagner Wood  
Robert Pehl  
BOARD OF TRUSTEES

The Board of Supervisors of Monona County, Iowa met Tuesday, April 30th, 2024 at 10:00 a.m., in the Board Room of the Courthouse in Onawa, Monona County, Iowa.

The meeting was called to order by Chairman Fox, and, upon roll being called, the following Board members were

Present: Fox, Brouillette and Phillips.

Absent: None.

\*\*\*\*\*

Supervisor Fox introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE MCCANDLESS INTER-COUNTY DRAINAGE DISTRICT OF MONONA AND WOODBURY COUNTIES, IOWA.**

Supervisor Brouillette seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: Brouillette, Fox and Phillips.

NAYS: None.

Whereupon, the Chairman declared the Resolution duly adopted.

\*\*\*\*\*

**WOODBURY COUNTY, IOWA  
RESOLUTION # \_\_\_\_\_**

The Board of Supervisors of Woodbury County, Iowa, met \_\_\_\_\_, 2024 at \_\_\_\_\_ .m. in the Board Room of the Courthouse in Sioux City, Woodbury County, Iowa.

The meeting was called to order by Chairman \_\_\_\_\_, and upon roll being called, the following Board members were present

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

\*\*\*\*\*

Supervisor \_\_\_\_\_ introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE MCCANDLESS INTER-COUNTY DRAINAGE DISTRICT OF MONONA AND WOODBURY COUNTIES, IOWA.**

Supervisor \_\_\_\_\_ seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairman declared the Resolution duly adopted as follows:

**RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT  
IN THE MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT**

**WHEREAS**, the Board of Trustees of the McCandless Inter-County Drainage District, in session on the 20th day of March, 2024, requested that the Board of Supervisors levy a special assessment of One Hundred Fifteen Percent (115%) of the Original Assessment on all tracts of land, lots, public roads, and railroads in the McCandless Inter-County Drainage District to procure funds from which to pay the costs and expenses of repair and maintenance incurred.

**NOW, THEREFORE, BE IT RESOLVED** by the Joint Board of Supervisors of Monona and Woodbury Counties, Iowa, acting as a Drainage Board for the McCandless Inter-County Drainage District, that there be and is hereby levied upon all tracts of land, lots, public roads, and railroads in the McCandless Inter-County Drainage District of Monona and Woodbury Counties, Iowa, a special assessment in the amount of One Hundred Fifteen Percent (115%) of the Original Assessment, and the Auditors of Monona and Woodbury Counties, Iowa, be directed and ordered to spread such levy upon said lands, to be collected under \$468.55 in semi-annual installments in the same manner as general property taxes are collected pursuant to \$445.36 in the year 2024-2025.

PASSED and APPROVED this 30th day of April, 2024, Board of Supervisors, Monona County, Iowa.

*Bo Jay*  
CHAIRMAN

ATTEST: *Amy Borchardt Seck*  
DRAINAGE DEPUTY

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024, Board of Supervisors, Woodbury County, Iowa.

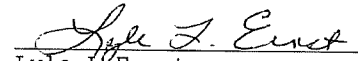
\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
WOODBURY COUNTY AUDITOR

O R D E R

We, the Board of Trustees of the McCandless Inter-County Drainage District of Woodbury and Monona Counties, Iowa in session this 20th day of March, 2024, hereby request that a special assessment of One hundred Fifteen (15%) be levied on all tracts of land, lots, public roads and railroads within the McCandless Inter-County Drainage District of Woodbury and Monona Counties, Iowa, for fiscal year 2024-2025 to procure funds from which to pay the costs and expenses for the general upkeep and maintenance of the District.

  
James Alexander

  
Lyle L. Ernst

\_\_\_\_\_  
Lee Westergaard  
BOARD OF TRUSTEES

The Board of Supervisors of Monona County, Iowa met Tuesday, April 30th, 2024 at 10:00 a.m., in the Board Room of the Courthouse in Onawa, Monona County, Iowa.

The meeting was called to order by Chairman Fox, and, upon roll being called, the following Board members were

Present: Brouillette, Fox and Phillips.

Absent: None.

\*\*\*\*\*

Supervisor Fox introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE SANDHILL-LAKEPORT INTER-COUNTY DRAINAGE DISTRICT OF MONONA AND WOODBURY COUNTIES, IOWA.**

Supervisor Brouillette seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: Brouillette, Fox and Phillips.

NAYS: None.

Whereupon, the Chairman declared the Resolution duly adopted.

\*\*\*\*\*

**WOODBURY COUNTY, IOWA  
RESOLUTION # \_\_\_\_\_**

The Board of Supervisors of Woodbury County, Iowa, met \_\_\_\_\_, 2024 at \_\_\_\_\_ p.m. in the Board Room of the Courthouse in Sioux City, Woodbury County, Iowa.

The meeting was called to order by Chairman \_\_\_\_\_, and upon roll being called, the following Board members were

Present: \_\_\_\_\_  
Absent: \_\_\_\_\_

\*\*\*\*\*

Supervisor \_\_\_\_\_ introduced, caused to be read and moved the adoption of the **RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT IN THE SANDHILL-LAKEPORT INTER-COUNTY DRAINAGE DISTRICT OF MONONA AND WOODBURY COUNTIES, IOWA.**

Supervisor \_\_\_\_\_ seconded the motion to adopt the Resolution. Upon due consideration by the Board, the Chairman put the question; and upon roll being called, the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairman declared the Resolution duly adopted as follows:

**RESOLUTION ADOPTING AND LEVYING SPECIAL ASSESSMENT  
IN THE SANDHILL-LAKEPORT DRAINAGE DISTRICT**

WHEREAS, the Board of Trustees of the Sandhill-Lakeport Inter-County Drainage District, in session on the 11<sup>th</sup> day of March, 2024, requested that the Board of Supervisors levy a special assessment of Sixty Percent (60%) of the Original Assessment on all tracts of land, lots, public roads, and railroads in the Sandhill-Lakeport Inter-County Drainage District to procure funds from which to pay the costs and expenses of repair and maintenance incurred.

NOW, THEREFORE, BE IT RESOLVED by the Joint Board of Supervisors of Monona and Woodbury Counties, Iowa, acting as a Drainage Board for the Sandhill-Lakeport Inter-County Drainage District, that there be and is hereby levied upon all tracts of land, lots, public roads, and railroads in the Sandhill-Lakeport Inter-County Drainage District of Monona and Woodbury Counties, Iowa, a special assessment in the amount of Sixty Percent (60%) of the Original Assessment, and the Auditors of Monona and Woodbury Counties, Iowa, be directed and ordered to spread such levy upon said lands, to be collected under \$468.55 in semi-annual installments in the same manner as general property taxes are collected pursuant to \$445.36 in the year 2024-2025.

PASSED and APPROVED this 30th day of April, 2024, Board of Supervisors, Monona County, Iowa.

  
CHAIRMAN

ATTEST:   
DRAINAGE CLERK

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024, Board of Supervisors, Woodbury County, Iowa.

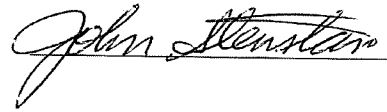
\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
WOODBURY COUNTY AUDITOR

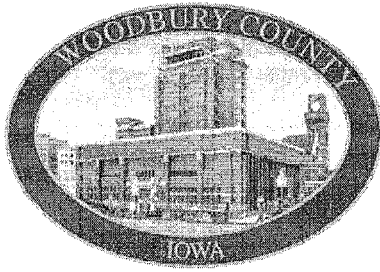
O R D E R

We, The Board of Trustees of the Sandhill Lakeport Drainage District of Woodbury and Monona Counties, Iowa in session this 11th day of March, 2024, hereby request that a special assessment of Sixty Percent (60%) be levied on all tracts of land, lots, public roads and railroads within the Sandhill Lakeport Drainage District of Woodbury and Monona Counties, Iowa, for fiscal year 2024-2025, to procure funds from which to pay the costs and expenses for the general upkeep and maintenance of the District.

  
\_\_\_\_\_

  
\_\_\_\_\_

BOARD OF TRUSTEES



**Tina M Bertrand**  
Treasurer of Woodbury County  
Property Tax  
822 Douglas Street Suite 102  
Sioux City, IA 51101  
712-279-6495

May 1, 2024

RE: Refunds for 8646 29 382 008 & 8947 21 282 016

Dear Board of Supervisors,

We need your permission to process the following refunds:

8646 29 382 008 (Dwayne & Mary Dick)	209 Buckley St Sloan, IA	\$1433.00
(Refund needs to be issued to Wells Fargo Bank-double payment)		
8947 21 282 016 (Hugo Carrillo)	1214 22 <sup>nd</sup> St SCIA	\$856.00
(Refund needs to issued to Florinda Carrillo-ex wife)		

Please approve the above refunds

If you have any questions, please feel free to contact me.

Thank you for your time,

A handwritten signature in black ink that reads "Janet L. Trimpe". The signature is written in a cursive, flowing style.

Janet L. Trimpe  
Woodbury County Tax Deputy  
[jtrimpe@woodburycountyiowa.gov](mailto:jtrimpe@woodburycountyiowa.gov)  
712-224-6024



**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:**

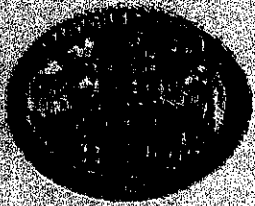
**FINANCIAL IMPACT:**

**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 Secondary Roads Department

789 E. Heritage Road • Mason, Iowa 51039  
Telephone (712) 279-2001 • (712) 271-2318 • Fax (712) 273-3228

## WOODBURY COUNTY SECONDARY ROAD DEPARTMENT PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY

Name of Permittee: Mitch Parker - contractor Phone No: 712-870-0288

Mailing Address: 13052 Hwy K 42, Sloan, IA 51055

Township: Sloan Section: 33+34

Woodbury County, State of Iowa, and Mitch Parker (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Clean west ditch for property owners along Eastland Ave and Emmett Ave.

Disturbed areas are to be seeded upon completion. Drainage to run northwards approved by Farmers Drainage District. Lose control for elevation required.

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.

I. **FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.3, 2009 CODE OF IOWA.** This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

N.A.

L. Woodbury County agrees to provide the following contribution toward completion of this project:

No contribution

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 30th day of November, 2024.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Mitchell Parker  
Signature of Property Owner or Authorized Representative

\_\_\_\_\_  
Woodbury County Engineer

\_\_\_\_\_  
Chair, Woodbury County Board of Supervisors

# RESOLUTION #

## NOTICE OF PROPERTY SALE

Parcels #894726138004

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

**Lots Four (4) Five (5) and Six (6) Block Twenty-Nine (29) Booges and Taylor Addition, City of Sioux City, Woodbury County, Iowa (3220 11<sup>th</sup> Street)**

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **7<sup>th</sup> Day of May, 2024 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **7<sup>th</sup> Day of May, 2024**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$120.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 23<sup>rd</sup> Day of April, 2024.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Duane Hughes Date: 4/12/24  
Address: ~~0000~~ 2424 W 3<sup>rd</sup> St. Phone: 712-535-8286

Address or approximate address/location of property interested in:  
3220 11<sup>th</sup> St.

GIS PIN # 894726138004

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

Legal Description:

Lots Four, Five and Six  
Block Twenty Nine Boggs and  
Taylor Addition, City of Sioux City,  
Woodbury County, Iowa

Tax Sale #/Date: #38 6/20/83 Parcel # 74715

Tax Deeded to Woodbury County on: 11/7/84

Current Assessed Value: Land \$8,400<sup>-</sup> Building ∅ Total \$8,400<sup>-</sup>

Approximate Delinquent Real Estate Taxes: 0/A

Approximate Delinquent Special Assessment Taxes: N/A

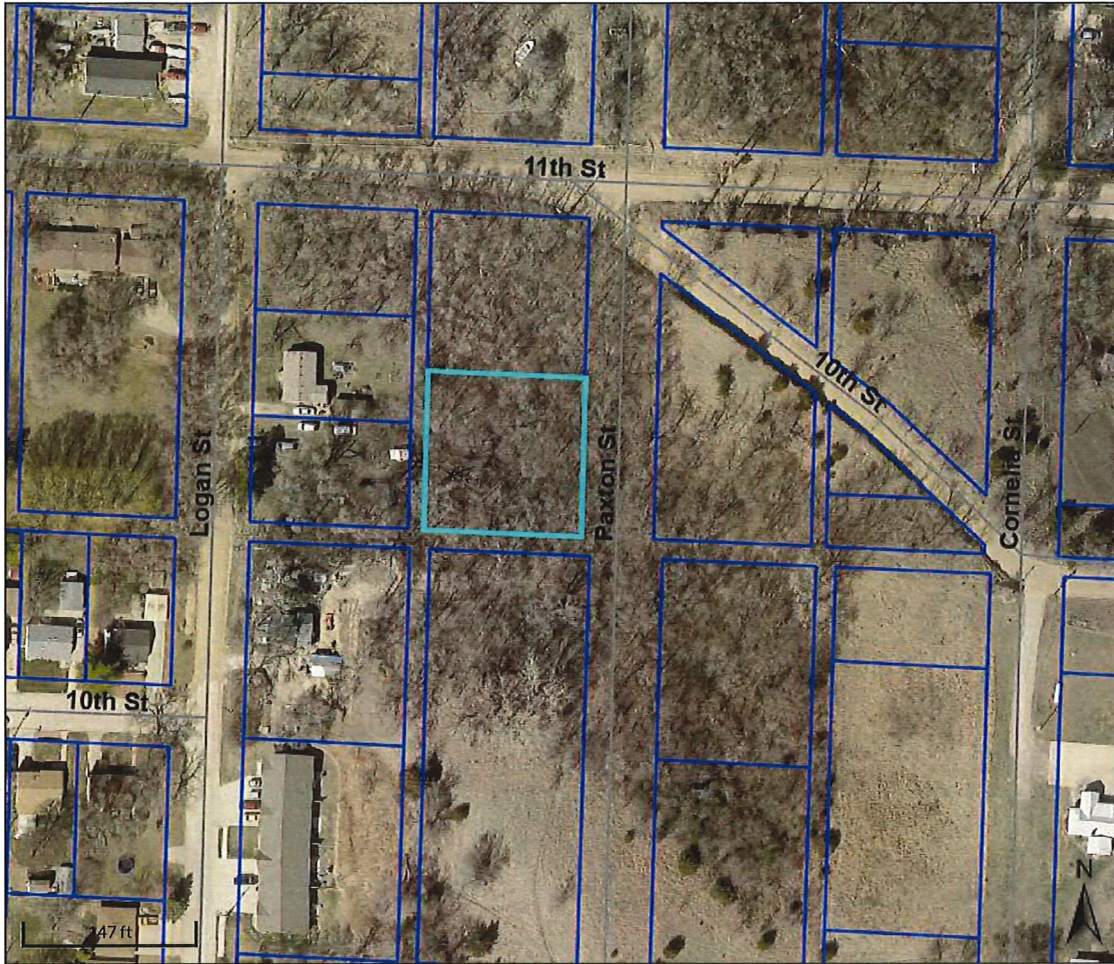
\*Cost of Services: \$20<sup>-</sup>

Inspection to: Matthew Ong Date: 4/12/24

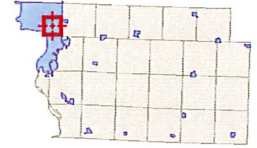
Minimum Bid Set by Supervisor: \$100

Date and Time Set for Auction: \_\_\_\_\_

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



Overview



Legend

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

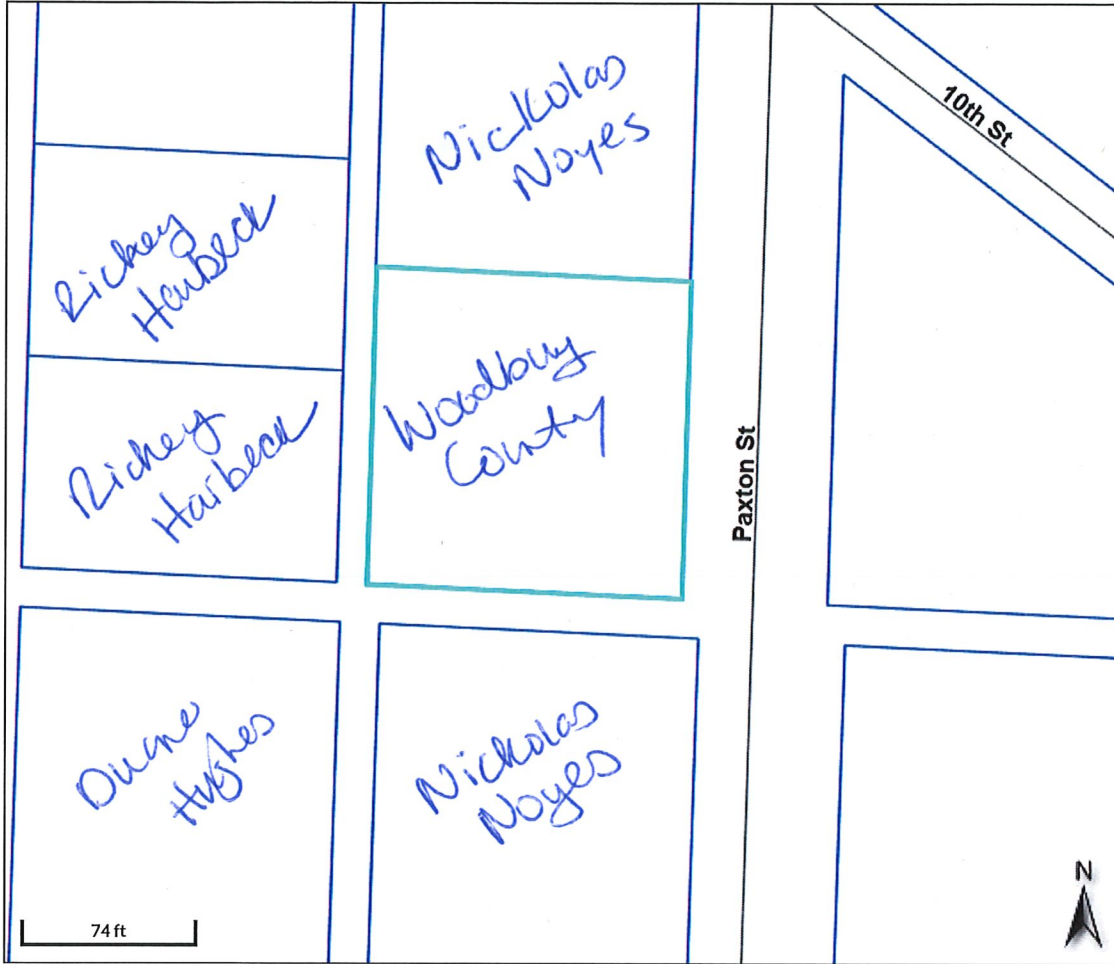
Parcel ID	894726138004	Alternate ID	74715	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	3220 11TH ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	BOOGES & TAYLOR LOTS 4-6 INCL BLK 29				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 4/12/2024  
 Last Data Uploaded: 4/12/2024 1:13:41 AM

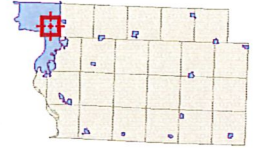
Developed by  Schneider  
 GEOSPATIAL



# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

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

Parcel ID 894726138004  
 Sec/Twp/Rng n/a  
 Property Address 3220 11TH ST  
 SIOUX CITY

Alternate ID 74715  
 Class R  
 Acreage n/a

Owner Address WOODBURY COUNTY  
 620 DOUGLAS ST  
 SIOUX CITY, IA 51101

District 0087  
 Brief Tax Description BOOGES & TAYLOR LOTS 4-6 INCL BLK 29

(Note: Not to be used on legal documents)

Date created: 4/12/2024  
 Last Data Uploaded: 4/12/2024 1:13:41 AM

Developed by  Schneider  
 GEOSPATIAL

**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:**



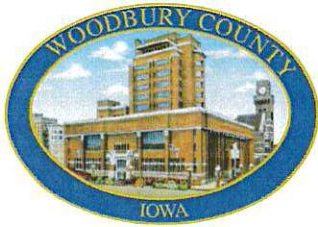
**FINANCIAL IMPACT:**

**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  
ZONING COMMISSION

WOODBURY COUNTY COURTHOUSE  
620 DOUGLAS STREET  
SIOUX CITY, IA 51101

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

RE: Zoning Commission Section 5.03 - Floodplain Management Ordinance Zoning Ordinance Text Amendment Recommendation


Dear Board of Supervisors:

The Woodbury County Zoning Commission voted 5-0 to recommend approval of the proposed Zoning Ordinance Text Amendment to Section 5.03 - Floodplain Management Ordinance in the Woodbury County Zoning Ordinance following the public hearing on March 25, 2024.

The proposed amendments are required for the county's continued good standing in the National Flood Insurance Program (NFIP) as regulated by Federal Emergency Management Agency (FEMA). The Iowa Department of Natural Resources has provided the county with these requested changes and have subsequently approved the Zoning Ordinance Text Amendment as being suitable for compliance with FEMA's regulations within the draft ordinance as included with this letter. These changes are required in anticipation of the new Federal Flood Insurance Rate Maps (FIRMs) that will go in effect on July 17, 2024.

Please refer to the draft copy of the Zoning Commission minutes from March 25, 2024 for further details about the Commission's recommendation.

Dated this 8 day of April, 2024

  
Christine Zellmer Zant, Chair  
Woodbury County Zoning Commission

WOODBURY COUNTY, IOWA

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE TEXT OF THE WOODBURY COUNTY ZONING ORDINANCE WITH REVISED LANGUAGE TO MEET THE MINIMUM REQUIREMENTS FOR ACCEPTANCE IN THE NATIONAL FLOOD INSURANCE PROGRAM FOR COUNTIES WHICH HAVE A DETAILED FLOOD INSURANCE STUDY (FIS) ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

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 – Section 5.03.1 AA**

On page 59, to repeal the following language from Section 5.03.1 AA:

**AA. New Factory-Built Home Park Or Subdivision** - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

On page 59, to replace Section 5.03.1 AA with the following:

**AA. New Factory-Built Home Park Or Subdivision** - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

**Amendment #2 – Section 5.03.3 B**

On page 62, to repeal the following language from Section 5.03.3 B:

B. Establishment of Official Floodplain Zoning Map. The Flood Insurance Rate Map (FIRM) for Woodbury County and Incorporated Areas, dated March 2, 2015, which were prepared as part of the Flood Insurance Study for Woodbury County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The Woodbury County Flood Insurance Study is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations.

On page 62, to replace Section 5.03.3 B with the following:

B. Establishment of Official Floodplain Zoning Map. The Flood Insurance Rate Map (FIRM) for Woodbury County and Incorporated Areas, dated 7-17-2024, which was prepared as part of the Flood Insurance Study for Woodbury County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The Woodbury County Flood Insurance Study is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations.

**Amendment #3 – Section 5.03.10 B(4)**

On page 72, to repeal the following language from Section 5.03.10 B(4):

(4) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.

On page 72, to replace Section 5.03.10 B(4) with the following:

(4) In cases where the variance involves a lower level of flood protection for structures than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.

**Amendment #4 – Section 5.03.10 C(2)**

On page 73, to repeal the following language from Section 5.03.10 C(2):

(2) Decisions. The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the Board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in subsection (b) below.

On page 73, to replace Section 5.03.10 C(2) with the following:

(2) Decisions. The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall

make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the Board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in 5.03-10 C(2)(b).

**Effective Date**

This Ordinance shall be in effect on July 17, 2024.

ADOPTED AND PASSED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

**THE WOODBURY COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Matthew Ung, Chairman

\_\_\_\_\_  
Daniel Bittinger II, Vice-Chairman

\_\_\_\_\_  
Mark Nelson

\_\_\_\_\_  
Keith Radig

\_\_\_\_\_  
Jeremy Taylor

ATTEST:

\_\_\_\_\_  
Patrick F. Gill, Woodbury County Auditor

**Adoption Timeline:**

Public Hearing and 1<sup>st</sup> Reading: \_\_\_\_\_

Public Hearing and 2<sup>nd</sup> Reading: \_\_\_\_\_

Public Hearing and 3<sup>rd</sup> Reading: \_\_\_\_\_

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_



Daniel Priestly  
Woodbury Co. Community & Economic Development  
620 Douglas St. 6th Floor  
Sioux City, IA 51101  
dpriestley@woodburycountyiowa.gov

**THIS IS NOT AN INVOICE**

## AFFIDAVIT OF PUBLICATION

#363135- Public Hearing - Floodplain Management

The undersigned, being first duly sworn on oath, states that Iowa Information Media Group, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Sheldon, Iowa, the publisher of newspapers of general circulation as identified below, and printed and published in the city of Merville, Woodbury, Iowa, and that a legal notice, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in the publication(s) and editions dated as follows:

363135	The Record	4/18/24	\$79.61
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A handwritten signature in black ink, appearing to read 'Myrna Wagner', written in a cursive style.

Myrna Wagner  
Management, The Record

Subscribed and sworn to before me by said  
Myrna Wagner this 18th day of April, 2024

A handwritten signature in black ink, appearing to read 'Lori Wiersma', written in a cursive style.

Lori Wiersma  
Notary Public in and for State of Iowa



# Notice Regarding Public Hearings

## NOTICE REGARDING PUBLIC HEARINGS BEFORE THE WOODBURY COUNTY BOARD OF SUPERVISORS FOR THE CONSIDERATION OF ZONING ORDINANCE TEXT AMENDMENTS TO "SECTION 5.03 FLOODPLAIN MANAGEMENT ORDINANCE" IN THE WOODBURY COUNTY ZONING ORDINANCE

The Woodbury County Board of Supervisors will hold public hearings on the following item of business, hereafter described in detail, on Tuesday, April 23, 2024 at 4:40 PM, Tuesday, April 30, 2024 at 4:40 PM and Tuesday, May 7, 2024 at 4:40 PM or as soon as possible thereafter as the matter may be considered. Pursuant to Iowa Code Section 331.302, the second and third public hearings may be waived by the Board of Supervisors.

Said hearings shall be held at the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, in the Board of Supervisors' meeting room in the basement of the courthouse. Persons wanting to participate in the public hearings may attend in person during the meetings to comment.

Copies of said item may now be examined in the Woodbury County Auditor's office in said Courthouse by any interested persons. You may forward your written comments by mail or email to: Woodbury County Community and Economic Development, 6th Floor, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101; Emails should be sent to Daniel Priestley at: dpriestley@woodburycountyiowa.gov. Only signed comments will be considered and should be received no later than 10:00 AM on Tue., Apr. 23, 2024.

All persons who wish to be heard in respect to this matter should appear to participate in the aforesaid hearing.

### Item One (1)

**SUMMARY OF ZONING ORDINANCE TEXT AMENDMENT TO SECTION 5.03: FLOODPLAIN MANAGEMENT ORDINANCE IN THE WOODBURY COUNTY ZONING ORDINANCE.** SUMMARY: A proposal to amend the text of the Woodbury County Zoning Ordinance to repeal and replace portions of Section 5.03: Floodplain Management Ordinance. The proposal is to repeal and replace the following sections with updated content. Amendment #1 - On page 59, to repeal and replace the text in Section 5.03.1 AA with the following: AA. New Factory-Built Home Park Or Subdivision - A

factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.; Amendment #2 - On page 62, to repeal and replace the text in Section 5.03.3 B with the following: B. Establishment of Official Floodplain Zoning Map. The Flood Insurance Rate Map (FIRM) for Woodbury County and Incorporated Areas, dated 7-17-2024, which was prepared as part of the Flood Insurance Study for Woodbury County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The Woodbury County Flood Insurance Study is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations.; Amendment #3 - On page 72, to repeal and replace the text in Section 5.03.10 B(4) with the following: (4) In cases where the variance involves a lower level of flood protection for structures than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature

of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.; Amendment #4 - On page 73, to repeal and replace the text in Section 5.03.10 C(2) with the following: (2) Decisions. The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the Board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in 5.03-10 C(2)(b).

**EFFECTIVE DATE:** This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

Published in The Record  
Thursday, April 18, 2024  
(#363135)

**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:**



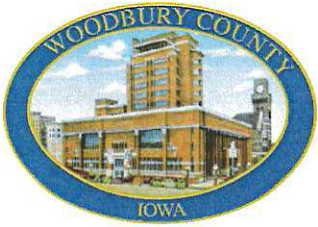
**FINANCIAL IMPACT:**

**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  
ZONING COMMISSION

WOODBURY COUNTY COURTHOUSE  
620 DOUGLAS STREET  
SIOUX CITY, IA 51101

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

RE: Zoning Commission Comprehensive Plan for 2040 Recommendation

Dear Board of Supervisors:

The Woodbury County Zoning Commission voted 5-0 to recommend approval of the proposed Comprehensive Plan 2040 (Comp Plan) as prepared for Woodbury County by SIMPCO.

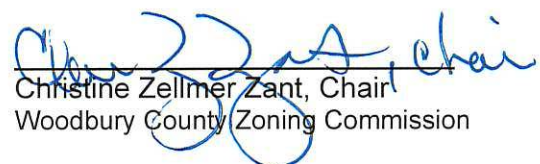
The Comp Plan has been before the Zoning Commission on numerous occasions including on May 22, 2023 as an informational item, January 22, 2024 as a public hearing, and March 25, 2024 as a public hearing. Woodbury County and SIMPCO originally entered into an agreement for SIMPCO to prepare the plan in December of 2020. Since that time, SIMPCO staff has engaged the public through various means and has developed a plan that can be used as a basis for future decision-making on a number of issues including housing, economic development, transportation, public infrastructure and utilities, community facilities and services, land use and natural resources, disaster response, recovery, and resiliency, etc.

During the public hearing on March 25, 2024, the Zoning Commission voted unanimously to recommend approval of the Comp Plan with a modification to the draft presented to include a statement under the renewable energy infrastructure that states support of landowners' individual choices to implement renewable energy infrastructure for personal and private use.

For further context regarding our proceedings, access to our meeting information including agendas, backup materials, minutes, and audio are available through the Woodbury County website at: [https://www.woodburycountyiowa.gov/committees/zoning\\_commission/](https://www.woodburycountyiowa.gov/committees/zoning_commission/). Again, the Comp Plan was brought to the Zoning Commission on May 22, 2023, January 22, 2024, and March 25, 2024.

Please refer to the draft copy of the Zoning Commission minutes from March 25, 2024 for further details about the Commission's recommendation.

Dated this 8 day of April, 2024

  
Christine Zellmer Zant, Chair  
Woodbury County Zoning Commission

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION TO APPROVE THE WOODBURY COUNTY COMPREHENSIVE PLAN 2040**

**WHEREAS**, Woodbury County residents and community members have provided detailed feedback on matters related to the future growth and prosperity of the Woodbury County community through a public input process; **AND**

**WHEREAS**, the Zoning Commission held a public hearing to discuss the plan and recommended approval of the Woodbury County Comprehensive Plan for 2040 by the Board of Supervisors; **AND**

**WHEREAS**, the Board of Supervisors has held three (3) public hearings to discuss the Comprehensive Plan; **AND**

**WHEREAS**, the Board of Supervisors has determined that the Comprehensive Plan meets the goals of providing a legal basis for land use regulation by analyzing existing conditions and developing growth goals and presenting a unified and compelling vision for the community which includes specific actions necessary to fulfill that vision.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of Woodbury County, Iowa, that the Woodbury County Comprehensive Plan for 2040 is hereby adopted.

SUPERVISOR \_\_\_\_\_ seconded the motion to adopt the resolution, and upon the question being put and roll being called, the following supervisors voted:

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Matthew Ung, Chairperson, Board of Supervisors

ATTEST: \_\_\_\_\_

Patrick F. Gill, Woodbury County Auditor

## **Digital Access:**

The proposed **Woodbury County Comprehensive Plan 2040** may be accessed via the Woodbury County website at the following links:

**[https://www.woodburycountyiowa.gov/community\\_economic\\_development/woodbury\\_county\\_comprehensive\\_plan\\_2040/](https://www.woodburycountyiowa.gov/community_economic_development/woodbury_county_comprehensive_plan_2040/)**

or

**<https://tinyurl.com/WoodburyCompPlan>**



Daniel Priestly  
Woodbury Co. Community & Economic Development  
620 Douglas St. 6th Floor  
Sioux City, IA 51101  
dpriestley@woodburycountyiowa.gov

**THIS IS NOT AN INVOICE**

## AFFIDAVIT OF PUBLICATION

#363134- Public Hearing - Comprehensive Plan 2040

The undersigned, being first duly sworn on oath, states that Iowa Information Media Group, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Sheldon, Iowa, the publisher of newspapers of general circulation as identified below, and printed and published in the city of Merville, Woodbury, Iowa, and that a legal notice, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in the publication(s) and editions dated as follows:

363134

The Record 4/18/24

\$49.96

A handwritten signature in black ink, appearing to read 'Myrna Wagner', written in a cursive style.

Myrna Wagner  
Management, The Record

Subscribed and sworn to before me by said  
Myrna Wagner this 18th day of April, 2024

A handwritten signature in black ink, appearing to read 'Lori Wiersma', written in a cursive style.

Lori Wiersma  
Notary Public in and for State of Iowa



# Notice Regarding Public Hearings

## NOTICE REGARDING PUBLIC HEARINGS BEFORE THE WOODBURY COUNTY BOARD OF SUPERVISORS FOR THE CONSIDERATION OF THE DRAFT "WOODBURY COUNTY COMPREHENSIVE PLAN 2040"

The Woodbury County Board of Supervisors will hold public hearings on the following item of business, hereafter described in detail, on Tuesday, April 23, 2024 at 4:42 PM, Tuesday, April 30, 2024 at 4:42 PM and Tuesday, May 7, 2024 at 4:42 PM or as soon as possible thereafter as the matter may be considered.

Said hearings shall be held at the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, in the Board of Supervisors' meeting room in the basement of the courthouse. Persons wanting to participate in the public hearings may attend in person during the meetings to comment.

Copies of said item may now be examined in the Woodbury County Auditor's office in said Courthouse by any interested persons. A digital copy may also be accessed online at: <https://tinyurl.com/WoodburyCompPlan>. The digital version may also be accessed online at: [https://www.woodburycountyiowa.gov/community\\_economic\\_development/woodbury\\_county\\_comprehensive\\_plan\\_2040/](https://www.woodburycountyiowa.gov/community_economic_development/woodbury_county_comprehensive_plan_2040/)

You may forward your written comments by mail or email to: Woodbury County Community and Economic Development, 6th Floor, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101; Emails should be sent to Daniel Priestley at: [dpriestley@woodburycountyiowa.gov](mailto:dpriestley@woodburycountyiowa.gov). Only signed comments will be considered and should be received no later than 10:00 AM on Tue., Apr. 23, 2024.

All persons who wish to be heard in respect to this matter should appear to participate in the aforesaid hearing.

### Item One (1)

#### **WOODBURY COUNTY COMPREHENSIVE PLAN 2040 -**

**SUMMARY:** To consider a comprehensive plan pursuant to Iowa Code Chapter 335.5. The proposed Woodbury County Comprehensive Plan 2040 is intended to serve as an advisory document that outlines the county's vision. The purpose of this comprehensive plan is to provide a current inventory of community services and resources and a thoughtful statement of the community's vision and goals for the future. The comprehensive plan includes analysis of the following planning topics: Housing, Economic Development, Transportation, Public Infrastructure and Utilities, Community Facilities and Services, Land Use and Natural Resources, and Disaster Response, Recovery and Resiliency.

The draft copy is available for inspection online at: <https://tinyurl.com/WoodburyCompPlan>. The digital version may also be accessed online at: [https://www.woodburycountyiowa.gov/community\\_economic\\_development/woodbury\\_county\\_comprehensive\\_plan\\_2040/](https://www.woodburycountyiowa.gov/community_economic_development/woodbury_county_comprehensive_plan_2040/)

Published in The Record

Thursday, April 18, 2024

(#363134)

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

Date: 5/2/24

Weekly Agenda Date: 5/7/24 4:45

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Daniel Priestley

**WORDING FOR AGENDA ITEM:**

A) Conduct public hearing to consider Zoning Ordinance Text Amendments for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District, including to add a new Section 5.08, amend the table of contents, and renumber the ordinance page numbers to accommodate the addition of the new section. B) Approve the third and final reading of the Ordinance. C) Adopt the Ordinance for the Zoning Ordinance Text Amendments for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District, including to add a new Section 5.08, amend the table of contents, and renumber the ordinance page numbers to accommodate the addition of the new section.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

A recommendation from the Woodbury County Zoning Commission from March 25, 2024 to address the regulation of Utility-Scale Solar Energy Systems (US-SES) in the unincorporated areas of Woodbury County with proposed Zoning Ordinance Text Amendments for the addition of a new section to the Woodbury County Zoning Ordinance entitled "Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use." This new section includes regulations for the conditional use permitting of US-SES in the General Industrial (GI) Zoning District. Other amendments include additions to the Table of Contents and adjustments to page number locations throughout the Zoning Ordinance.

**BACKGROUND:**

Over five months ago, the Zoning Commission began an intricate process to address the direction given to them by the Board of Supervisors (BoS) on August 8, 2023 and again on September 25, 2023 for a new proposed utility-scale solar ordinance. After eight public meetings including two works sessions, and six public hearings of collecting comments from Woodbury County residents and other stakeholders, the Zoning Commission has approved a recommendation to the BoS to address the permitting requirements for Utility-Scale Solar Energy Systems (US-SES) in the unincorporated areas of Woodbury County at the March 25, 2024 meeting. The recommendation was approved with a 4-1 vote.

The Commission recommends for US-SES to continue to be regulated with a conditional use permit application within General Industrial (GI) Zoning District only. The recommendation includes a process that involves the Zoning Commission, Board of Adjustment, and the Board of Supervisors. The Commissioners are tasked to review the conditional use permit application, the Board of Adjustment would consider the application for possible approval, and the Board of Supervisors would consider the building permit application(s) and associated agreements. The recommendation contains additional requirements including a road use agreement, a public drainage system protection agreement, an operation and maintenance plan, decommissioning, soil erosion and sediment control, emergency response, enforcement and other requirements governing the application process including a one (1) mile public notification area.

For further context regarding the Commission's proceedings, access to meeting information including agendas, backup materials, minutes, and audio are available through the Woodbury County website at: [https://www.woodburycountyiowa.gov/committees/zoning\\_commission/](https://www.woodburycountyiowa.gov/committees/zoning_commission/). The Commission met for either a public hearing or work session on the following dates: September 11, 2023, September 25, 2023, October 16, 2023 (Work Session), October 23, 2023, November 27, 2023, January 17, 2024 (Work Session), January 22, 2024, and March 25, 2024.

Please refer to the draft copy of the Zoning Commission minutes from March 25, 2023 for further details about the Commission's recommendation.

**FINANCIAL IMPACT:**

0

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

Yes  No

**RECOMMENDATION:**

Open and close the public hearing (Set Time - 4:45 PM)

Conduct and approve the third and final reading of the Ordinance.

Adopt the Ordinance.

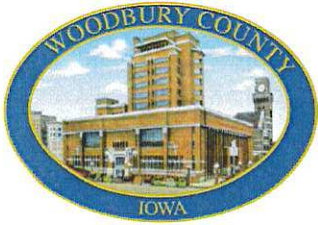
**ACTION REQUIRED / PROPOSED MOTION:**

A) Conduct public hearing to consider Zoning Ordinance Text Amendments for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District, including to add a new Section 5.08, amend the table of contents, and renumber the ordinance page numbers to accommodate the addition of the new section.

B) Approve the third and final reading of the Ordinance.

C) Adopt the Ordinance for the Zoning Ordinance Text Amendments for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District, including to add a new Section 5.08, amend the table of contents, and renumber the ordinance page numbers to accommodate the addition of the new section.





WOODBURY COUNTY  
ZONING COMMISSION

WOODBURY COUNTY COURTHOUSE  
620 DOUGLAS STREET  
SIOUX CITY, IA 51101

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

RE: Zoning Commission Utility-Scale Solar Energy System (US-SES) Zoning Ordinance Text Amendment Recommendation

Dear Board of Supervisors:

Over five months ago, we began an intricate process to address the direction given to us by the Board of Supervisors (BoS) on August 8, 2023 and again on September 25, 2023 for a new proposed utility-scale solar ordinance. After eight public meetings including two works sessions, and six public hearings of collecting comments from Woodbury County residents and other stakeholders, we can now report that the Zoning Commission has approved a recommendation to the BoS to address the permitting requirements for Utility-Scale Solar Energy Systems (US-SES) in the unincorporated areas of Woodbury County at the March 25, 2024 meeting. The recommendation was approved with a 4-1 vote.

The Commission recommends for US-SES to continue to be regulated with a conditional use permit application within General Industrial (GI) Zoning District only. The recommendation includes a process that involves the Zoning Commission, Board of Adjustment, and the Board of Supervisors. The Commissioners are tasked to review the conditional use permit application, the Board of Adjustment would consider the application for possible approval, and the Board of Supervisors would consider the building permit application(s). Our recommendation contains additional requirements including a road use agreement, a public drainage system protection agreement, an operation and maintenance plan, decommissioning, soil erosion and sediment control, emergency response, enforcement and other requirements governing the application process including a one (1) mile public notification area.

For further context regarding our proceedings, access to our meeting information including agendas, backup materials, minutes, and audio are available through the Woodbury County website at: [https://www.woodburycountyiowa.gov/committees/zoning\\_commission/](https://www.woodburycountyiowa.gov/committees/zoning_commission/). The Commission met for either a public hearing or work session on the following dates: September 11, 2023, September 25, 2023, October 16, 2023 (Work Session), October 23, 2023, November 27, 2023, January 17, 2024 (Work Session), January 22, 2024, and March 25, 2024.

Please refer to the draft copy of the Zoning Commission minutes from March 25, 2024 for further details about the Commission's recommendation.

Dated this 8 day of April, 2024

  
Christine Zellmer Zant, Chair  
Woodbury County Zoning Commission

WOODBURY COUNTY, IOWA

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE TEXT OF THE WOODBURY COUNTY ZONING ORDINANCE TO AMEND PORTIONS OF: THE TABLE OF CONTENTS; TO ADD A NEW SECTION ENTITLED SECTION 5.08: UTILITY-SCALE SOLAR ENERGY SYSTEMS (US-SES) CONDITIONAL USE; AND TO INCLUDE THE RENUMBERING OF PAGE NUMBERS.

**WHEREAS**, WOODBURY COUNTY, IOWA DESIRES TO REGULATE ALL UTILITY-SCALE SOLAR ENERGY SYSTEMS WITHIN THE UNINCORPORATED AREAS OF WOODBURY COUNTY, IOWA; AND

**WHEREAS**, THE WOODBURY COUNTY BOARD OF SUPERVISORS DESIRES TO REGULATE THE CONSTRUCTION, INSTALLATION, AND OPERATION OF UTILITY-SCALE ENERGY SYSTEMS IN A MANNER THAT PROMOTES ECONOMIC DEVELOPMENT, PROTECTS PROPERTY VALUES, AND ENSURES THE PROTECTION OF THE HEALTH, SAFETY AND WELFARE OF ALL INHABITANTS OF WOODBURY COUNTY WHILE ALSO AVOIDING ADVERSE AND DETRIMENTAL IMPACTS TO RURAL RESIDENTS, THEIR ECONOMIES, UNSIGHTLINESS ON AGRICULTURAL LANDS, CONSERVATION LANDS AND OTHER SENSITIVE LANDS; AND

**WHEREAS**, IN ADDITION TO HOME RULE AUTHORITY, THE WOODBURY COUNTY BOARD OF SUPERVISORS IS EMPOWERED TO REGULATE THE ORDERLY DEVELOPMENT AND PROPER USE OF SOLAR ENERGY BY ESTABLISHING CERTAIN PROCEDURES FOR OBTAINING ACCESS TO SOLAR ENERGY UNDER CERTAIN PROVISIONS OF IOWA CODE CHAPTER 564A; AND

**WHEREAS**, THE WOODBURY COUNTY BOARD OF SUPERVISORS HAS TAKEN INTO CONSIDERATION THE THOUGHTS, BELIEFS, SUGGESTIONS AND VIEWS OF WOODBURY COUNTY CITIZENS AND RESIDENTS IN THE DEVELOPMENT OF THIS ORDINANCE.

**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 –**

In the Table of Contents, on page iii: To add “Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use” under the Article 5, Supplemental Requirements category ..... 83.

In the Table of Contents, on page iii: To repeal and replace “Section 6.01: Construction of Terms ..... 83” with “Section 6.01: Construction of Terms ..... 97”.

In the Table of Contents, on page iii: To repeal and replace “Section 6.02: Definitions ..... 83” with “Section 6.02: Definitions ..... 97”.

**Amendment #2 –**

Following the addition of Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use, to appropriately renumber the subsequent page numbers for ARTICLE 6. DEFINITIONS, Section 6.01: Construction of Terms, and Section 6.02: Definitions.

To repeal and replace the start page of “Article 6. Definitions” from page 83 to page 97.

To repeal and replace the start page of “Section 6.01: Construction of Terms” from page 83 to page 97.

To repeal and replace the start page of “Section 6.02: Definitions” from page 83 to page 97.

**Amendment #3 –**

Beginning on page 83, to add the following section to be known as Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use.

**Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use**

1. **Statement of Intent.** The purpose of this Section is to regulate the construction, installation, and operation of Utility-Scale Solar Energy Systems (US-SES) in Woodbury County, in a manner that promotes economic development, protects property values, and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, conservation lands, and other sensitive lands.

If this Section conflicts with any other provision of the Woodbury County Zoning Ordinance, this Section shall control.

2. **Definitions.** For use in this Section, certain terms or words used herein shall be interpreted or defined as follows:
  - A. **Applicant.** The person or entity submitting the application under this Section, which is normally expected to be the owner or operator of a US-SES, or the owner of the US-SES development.
  - B. **Conditional Use Permit (CUP).** 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 subsection 2.02-9.

A CUP issued by the Woodbury County Board of Adjustment is required before associated building permit(s) can be issued in unincorporated Woodbury County.

- C. **Concentrating Solar Power Systems.** A system that generates solar power by using mirrors, lenses, or similar reflecting surfaces to concentrate sunlight collected over large areas onto smaller focal areas. Concentrating solar power systems are prohibited.
- D. **Feeder Circuits/Lines.** A power line or network of lines used as a collection system that carries energy produced by a solar energy system to an interconnection point like a substation. Feeder circuits are most often placed underground.
- E. **Glare/Glint.** Light reflected off of a surface.
- F. **Ground-Mounted System.** A system where a rack(s) of panels is mounted on concrete posts or poles anchored in the ground and are wired or plumbed to an adjacent home or structure.
- G. **Interconnection.** Link between a generator of electricity and the electric grid. Interconnection typically requires connection via infrastructure such as power lines and a substation, as well as a legal agreement for the project to be connected to the grid.
- H. **Module.** An individual unit comprised of multiple photovoltaic (PV) cells, with multiple modules used in a solar energy system.
- I. **Mounting.** The method of anchoring solar energy system modules to the ground or a building.
- J. **Non-Participating Landowner.** A landowner who has not signed a binding agreement with the Applicant/Developer/Owner of the US-SES project.
- K. **Occupied Residence.** A building designed for, and occupied on a regular basis (50% or more of the year, and is currently occupied or has been occupied in the last two years) as an abode.
- L. **Operator.** The entity or individual that operates a US-SES.
- M. **Owner.** The entity or entities with an equity interest in the US-SES, including their respective successors and assigns. Owner does not mean the landowner from whom a lease, easement, or other property right is acquired for locating the US-SES unless the landowner has an equity interest in the US-SES.

- N. **Participating Landowner.** A landowner under lease, easement or other binding property agreement with the applicant, developer, or owner of the US-SES.
- O. **Photovoltaic (PV) Cells.** Semiconductors which generate electricity whenever light strikes them; generally grouped on panels.
- P. **Project Area.** The geographic area encompassing all components of a US-SES project, including border fencing.
- Q. **Property Line.** The legal boundary between separately owned real estate parcels, and between privately owned parcels and public owned land or public right of way.
- R. **Setback.** The minimum distance from a certain object, structure or point to the edge of any part or component of the US-SES.
- S. **Solar Array.** Equipment used for private or utility scale solar energy systems. Can be mounted on primary or accessory structures, on a racking system affixed to the ground, or integrated as a mechanical or structural component of a structure.
- T. **Solar Collector.** A device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical, or electrical energy.
- U. **Solar Easement.** An easement created to protect a solar project from encroachment by adjacent properties which would shade panels. See Iowa Code 564A.
- V. **Solar Energy.** Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.
- W. **Solar Energy Systems, Private.** An energy system that converts solar energy to usable thermal, mechanical, chemical, or electrical energy primarily for immediate onsite use that already has an existing principal use on the same parcel. Solar Energy Systems, Private shall be allowed only as a non-utility scale accessory use to a permitted principal use. Surplus energy sold back to a utility must comply with all applicable laws including but not limited to Section 199, Chapter 15.11(5) of Iowa Administrative Code, and all requirements of the Iowa Utilities Board. Systems can be mounted on primary or accessory structures, on a racking system affixed to the ground, or integrated as a mechanical or structural component of a structure.

- X. **Solar Energy Systems, Utility Scale (US-SES).** An energy system, commonly referred to as a “solar farm”, which converts solar energy to useable thermal, mechanical, chemical, or electrical energy primarily for transmission through the electrical grid for offsite use or wholesale and/or retail sale. Systems can be mounted on primary or accessory structures, on a racking system affixed to the ground, or integrated as a mechanical or structural component of a structure. Utility scale solar energy systems do not include concentrating solar power (CSP) systems.
  - Y. **Solar Panel.** 1) A grouping of photovoltaic cells used to generate electricity directly from sunlight. A grouping of these panels is called an array. 2) A panel circulating water or other liquid through tubes to collect, transfer and store the sun’s heat for domestic hot water and building heat.
  - Z. **Solar Storage Battery.** A device that stores energy from the sun and makes it available in an electrical form.
  - AA. **Solar Storage Unit.** A component of a solar energy device that is used to store solar-generated electricity or heat for later use.
  - BB. **Substation.** A facility that converts electricity produced by a generator like a solar energy system to a higher voltage, allowing for interconnection to high-voltage transmission lines.
  - CC. **System Height.** The height of a solar energy system, usually referring to ground mounted systems. Total system height is the measurement from the ground to the top of the mounting or modules associated with a system.
  - DD. **Transmission lines.** Power lines used to carry electricity from collection systems or substations over long distances.
3. **Applicability.** Section 5.08 applies to US-SES within unincorporated Woodbury County. It shall be unlawful to construct, erect, install, alter, locate, or operate any US-SES within unincorporated Woodbury County, without first obtaining a Conditional Use Permit from the Woodbury County Board of Adjustment.

At all times, US-SES shall comply with the terms of the Conditional Use Permit, the agreements and plans associated with the Conditional Use Permit, and the Woodbury County Zoning Ordinance.

4. **Conditional Use Permit (CUP).** US-SES shall require a Conditional Use Permit within the General Industrial (GI) Zoning District. US-SES is prohibited in all other Zoning Districts in Woodbury County. This use shall be subject to the procedures and standards included in this Ordinance. Concentrating solar power systems are prohibited.

5. **Application Materials.** In addition to all submittal requirements of a conditional use application, the application for a US-SES installation shall include the following information on the site plan or in narrative form, supplied by the utility scale installation owner, operator or contractor installing the structures:

- A. The name and address of the applicant, as well as the proposed owners or operators of the project, including the contact information (name, address, telephone and email) of their authorized representatives. The application shall designate the entity who requests the Conditional Use Permit.
- B. A certified abstractor listing of the names and mailing addresses of all owners of real property lying within one (1) mile from the subject property shall be provided with the application.
- C. Legal descriptions of all properties, leased and/or owned, identified to be part of the project area.
- D. Location and size of existing and proposed structures.
- E. Location and layout of vehicle parking, loading and queuing areas, street accesses, and driveways.
- F. Number, location and spacing of solar panels/arrays.
- G. Planned location of underground or overhead electric lines.
- H. Project development timeline which indicates how the applicant will inform adjacent property owners and interested stakeholders in the community.
- I. Pre-construction survey of nearby roads that may be impacted by construction of the facility.
- J. Flood hazard area designations
- K. Interconnection Agreement.
- L. Operation and Maintenance Plan.
- M. Decommissioning Plan.
- N. Soil Erosion and Sediment Control Plan
- O. Setback analysis showing the minimum setback requirements, or any agreed on greater setback provisions, are met by the project.

P. Emergency Response Plan

Q. Such other information as the Zoning Director may require to determine compliance with the provisions of this Ordinance.

6. **Requirements.** US-SES are subject to the following requirements:

A. No application for a US-SES Conditional Use Permit shall be granted without first submitting all required information and documentation, and paying all associated fees to the County.

B. **Setbacks.** The Zoning District Dimensional Standards of Section 3.04 shall apply.

C. **Height.** A solar panel shall be no less than two (2) feet (Twenty-Four inches) off the ground. A solar panel shall not exceed twenty (20) feet in height above grade at maximum tilt of the solar panel(s).

D. **Screening.** Project shall provide vegetative screening for all residences within 200 feet of the project boundaries.

(1) Applicant shall submit a screening plan for each residence within 200 feet of the project boundaries.

(2) Screening may be waived by the owner of a residence. Waiver must be in writing and recorded.

(3) Screening may be waived by the Board of Adjustment upon submission of a viewshed study from the applicant demonstrating that the project is not within the viewshed of the dwelling due to topography, existing vegetation, or other factors. The point of reference used in the viewshed study shall be as close to the dwelling as possible.

(4) Any vegetative screening within the project boundaries shall be maintained throughout the life of the project by the project owner. Any screening on the dwelling property shall be maintained by the project owner for no less than twelve months.

(5) Deciduous trees shall have a minimum caliper of 1.5" when planted, shall be at least six (6) feet tall within three (3) years of installation, and shall have a minimum mature height of twelve (12) feet.

(6) Screening plans shall use no less than two varieties of tree.



- E. **Utility connections.** Reasonable efforts shall be made to place all utility connections from the solar installation underground, depending on appropriate soil conditions, shape and topography of the site, distance to the connection, or other conditions or requirements.
  - F. **Glare minimization.** All solar panels must be constructed to minimize glare or reflection onto adjacent properties and adjacent roadways and must not interfere with traffic, including air traffic, or create a safety hazard.
  - G. **Appurtenant structures.** All appurtenant structures shall be subject to bulk and height regulations of structures in the underlying zoning district.
  - H. **Floodplain considerations.** Utility scale solar installations are considered to be maximum damage potential structures and facilities for purposes of the floodplain district regulations.
  - I. **Fencing/security.** A security fence must be installed along all exterior sides of the utility scale solar installation and be equipped with a minimum of one gate and locking mechanism on the primary access side. Security fences, gates and warning signs must be maintained in good condition until the US-SES installation is dismantled and removed from the site.
  - J. **Compliance with local, state and federal regulations.** US-SES installations shall comply with applicable local, state and federal regulations.
  - K. **Submittal Requirements.** In addition to the requirements in Section 2.02.9, the applicant shall submit all required materials contained in this Section at the time of the application for a Conditional Use Permit.
7. **Permitting Process.** In addition to the items required for a conditional use permit application in subsection 2.02-9. C, the process for a US-SES conditional use permit shall include the following:
- A. Application for approval of a permit to construct a US-SES shall be submitted to the Zoning Director on a permit application form provided by the Zoning Director and must include any additional information determined by the Zoning Director as necessary to demonstrate compliance with all applicable codes and requirements, along with the application fee, as established by resolution of the Board of Supervisors.
  - B. As conditions for approval, the following agreements must be executed with Woodbury County:
    - (1) Decommissioning, Abandonment, Financial Security, and Site Restoration Plan

- (2) Woodbury County Road Use and Repair Agreement
- (3) Woodbury County Public Drainage System Protection Agreement

C. Distribution. The Zoning Director shall distribute copies of the application materials to the Planning and Zoning Commission and to the appropriate County departments, and public utilities for comment.

D. Staff Review. The appropriate county departments shall review the application and prepare reports of their findings and comments to the Planning and Zoning Commission prior to the review.

- (1) To assure conformance with the goals and objectives of the county's comprehensive plan, the Zoning Director 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.

E. All US-SES permit applications shall require review by the Woodbury County Planning and Zoning Commission and approval by the Woodbury County Board of Adjustment following the standards and procedures for Conditional Uses as outlined in Section 2.02-9 of the Woodbury County Zoning Ordinance and shall follow the same schedule for submitting applications.

F. Expiration. A Conditional Use Permit issued by the Board of Adjustment for a US-SES shall expire at the end of one (1) year from issuance if a US-SES building permit has not been obtained from the Board of Supervisors as provided in subsection 5.08-8. After expiration, a new US-SES conditional use permit application would have to be filed and approved prior to application for a US-SES building permit.

8. **US-SES Building Permit Requirement.** In addition to the requirements of the Conditional Use Permit, each US-SES project must obtain an approved US-SES Building Permit from the Board of Supervisors prior to the start of any construction. An approved US-SES Building Permit shall be valid for one (1) year from the date of its issuance. The Zoning Department will supply a US-SES Building Permit application form to be used by any person or entity seeking to construct a US-SES project. The application shall contain:

- A. The name and address of the applicant, as well as the proposed owners or operators of the project, including the contact information (name, address, telephone and email) of their authorized representatives. The application shall designate the entity who will be the permit holder of the US-SES Building Permit.

- B. A Final Development Plan for the project, which shall contain aerial images of the entire proposed project area, showing the proposed location of the solar arrays, private access roads, feeder lines, substations and all other components of the project. The Plan shall show property lines and setback distances, as well as all public roads and public drainage district facilities (i.e. – ditches and underground tiles) in the project area. The Plan shall also identify any wind turbines, communication antennae, and airports (including private airstrips) located within five (5) miles of the project area; city boundaries within two (2) miles; and all lakes, permanent water courses and Public Conservation Areas within three (3) miles of the project area boundaries. In providing the above information, the Plan shall use a GPS coordinate system that is compatible with the County's geographical information and data systems. The Plan shall also include a mailing address for the owner of each communication antenna identified.
- C. Project details, including the name of the project, the final number of arrays, generating capacity, and all the requirements of the Conditional Use Permit application as included in this Section.
- D. Approval. Approval of the US-SES building permit by the Board of Supervisors shall be based upon findings that the proposed use of the site and the proposed location and dimensions of the structure(s) on the subject parcel(s) of real property comply with the zoning provisions of this ordinance, the conditions of the Conditional Use Permit and that no longer than one year has passed since the issuance of the Conditional Use Permit. The Board of Supervisors must also ensure that agreements and plans as outlined in this Section are in place as part of the building permit issuance process.
- E. Denial. If a building permit application is denied, the application shall be returned to the applicant with a written explanation of the reasons for the denial.
- F. Expiration. A building permit shall expire and become void if the construction or change in use of the property has not commenced within one year after issuance. If necessary, additional one-year renewals may be approved at the sole discretion of the Board of Supervisors.

## 9. Woodbury County Road Use and Repair Agreement

- A. **Roads.** Applicants shall adhere to the Woodbury County Road Use and Repair Agreement, and in doing so, shall identify all roads to be used for the purpose of transporting solar components, substation parts, cement, and/or equipment for construction, operation or maintenance of the solar installation and obtain applicable weight and size permits from the impacted road authority prior to construction.

- B. **Existing Road Conditions.** Applicants shall conduct a pre-construction survey, in coordination with the impacted local road authorities to determine existing conditions of roads identified pursuant to Section 6.1. The survey shall include photographs or video and written documentation of the condition of the identified road facilities. The applicant is responsible for on-going road maintenance and dust control measures identified by the County Engineer during all phases of construction.

#### 10. **Woodbury County Public Drainage System Protection Agreement**

- A. Applicants shall adhere to the Woodbury County Public Drainage System Protection Agreement, and in doing so, shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation or maintenance of the US-SES (where required).

#### 11. **Operation and Maintenance Plan.** The applicant shall submit a plan for the operation and maintenance of the solar installation including all necessary services, frequency of service, preventative maintenance measures, and monitoring. The operation and maintenance plan should include at a minimum:

- A. Preventative maintenance practices and schedules for all on-site equipment including but not limited to: inverters, panels, equipment pads, tracking systems, transformers, access entrances, internal roads, gates, fencing, security systems, stormwater management installations.
- B. Annual reporting and verification to the Zoning Director on the status or changes to ongoing service schedule.
- C. Schedule of all other monthly, annual, or semiannual reporting requirements for other submittals including: agricultural impact mitigation plan, decommissioning plan, and vegetation management plan.
- D. Noise. No operating solar energy equipment shall produce noise exceeding any of the following limitations, with the exception of initial construction and routine maintenance. Adequate setbacks and effective noise mitigating equipment shall be used to comply with these limitations:
  - (1) An hourly average noise level of fifty-five (55) dBA during the day (between sunrise and sunset), and an hourly average noise level of fifty (50) dBA at night (between sunset and sunrise), as measured at the occupied dwelling of any adjacent property containing an existing residential structure. If the ambient sound pressure level exceeds 55 dBA during the day or 50 dBA at night, the standard shall be the ambient Leq (equivalent continuous sound pressure level) plus 5 dBA.

- (2) A baseline noise evaluation shall be completed by a board certified professional by the Institute of Noise Control Engineering (INCE), or an appropriately licensed Professional Engineer (PE) prior to construction of the proposed solar site.
  - (3) A post-construction noise evaluation shall be performed by a third-party board certified professional by the Institute of Noise Control Engineering (INCE), or an appropriately licensed Professional Engineer (PE) following commencement of commercial operation of the project to verify compliance with the County's standards.
  - (4) The owner(s) of adjacent properties within 500 feet may voluntarily agree, by written and recorded waiver, to a higher noise level.
- E. Issue resolution protocols. Contact information for responsible party to address issues that may arise (damaged equipment causing excessive noise, etc.).
  - F. Disposal/recycling plan for damaged or obsolete facility equipment or hazardous waste. No storage of inoperable or obsolete equipment shall be allowed to remain on-site. Site operator shall be responsible for the cleanup of debris related to storm damage.
  - G. Cleaning chemicals and solvents. During operation of the proposed installation, all chemicals or solvents used to clean photovoltaic panels should be low in volatile organic compounds and the operator should use recyclable or biodegradable products to the extent possible. Any on-site storage of chemicals or solvents shall be referenced.
  - H. Maintenance, repair, or replacement of facility. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to emergency response officials. Any retrofit, replacement or refurbishment of equipment shall adhere to all applicable local, state and federal requirements.
  - I. Repowering. Proposals to replace more than twenty five percent (25%) of the panels in a facility within a twelve (12) month period will be required to submit a new Conditional Use Permit application based on the requirements in this ordinance for review and approval. A repowering event does not include replacement of panels in previously approved locations due to weather damage, equipment failure, or a force majeure event.

- (1) The plan shall include updated information for some or all of the reports and plans required by this section, as determined necessary by the Zoning Director.
- (2) The Board of Adjustment shall review and approve, conditionally approve, or deny the repowering plan as per the requirements of Sections 2.02.9 and 5.08.

**12. Decommissioning, Abandonment, Financial Security, and Site Restoration Plan.**

- A. The application must include a decommissioning plan that describes the following:
  - (1) The anticipated life of the utility scale solar installation.
  - (2) The anticipated manner in which the project will be decommissioned, including plans to recycle components and dispose of any hazardous materials.
  - (3) The anticipated site restoration activities.
  - (4) The estimated decommissioning costs in current dollars.
  - (5) The method for ensuring that funds will be available for decommissioning and restoration of the site.
- B. Decommissioning cost considerations. The applicant shall provide the estimated cost of decommissioning, excluding the salvage value, should be presented from both the solar applicant and from an independent third-party engineer, at the recommendation of the Woodbury County Engineer, at the expense of the applicant.
  - (1) Removal of any hazardous materials at the facility, as determined by a Toxic Characteristic Leaching Procedure (TCLP) or other similar test approved by Woodbury County and as described in the facility's Operations and Maintenance Plan. TCLP testing shall be performed prior to any ground disturbance at the project site.
  - (2) Salvage value shall not be included in the cost estimate.
  - (3) The estimated decommissioning cost must be updated every 5 years of the project using the same process as the initial decommissioning cost process.
- C. Site restoration activities. Restoration activities shall include, but not be limited to, the following:

- (1) Removal of all components and equipment.
- (2) Soil in project area shall be decompacted and seeded with a cover crop, unless otherwise specified in the approved vegetation plan and/or agricultural impact mitigation plan.
- (3) For any part of the energy project on leased property, the plan may incorporate agreements with the landowner regarding leaving access roads, fences, gates or repurposed buildings in place or regarding restoration of agricultural crops or forest resource land. Any use of remaining structures must be in conformance with the regulations in effect at that time.

D. Performance agreement and proof of financial surety. At the time of permitting, the applicant, facility owner, or site operator shall provide a Performance Agreement and accompanying financial surety instrument to cover the cost of decommissioning in accordance with the following:

- (1) Decommissioning funds shall be required in an amount of 125% of the most recent estimated decommissioning total cost paid for by the project owner/developer. The decommissioning funds shall remain in place until one (1) year after the last day of decommissioning unless sooner released by the Woodbury County Board of Supervisors
- (2) Decommissioning funds shall be maintained in the form of a performance bond, surety bond, escrow account, bank letter of credit, stable parent company guarantee, or other form of financial assurance as approved by the Woodbury County Board of Supervisors. Any financial document evidencing the maintenance of the decommissioning funds shall include provisions for releasing the funds to the County or a contractor hired by the County in the event decommissioning is not timely completed as outlined herein.
- (3) Prior to any ground disturbance, grading or construction activity on the site, one-hundred twenty-five percent (125%) of total estimated decommissioning costs shall be provided by any of the means listed above.
- (4) Financial surety shall be maintained for the life of the project.
- (5) Proof of recertification of the financial surety instrument must be submitted to the County annually. The county shall be notified immediately if the financial security instrument is cancelled, lapses, or otherwise is no longer in effect.

- (6) Every five (5) years, the facility owner or operator shall retain an independent Licensed Iowa Engineer approved by the County to re-estimate the total cost of decommissioning and attest that the value of the financial surety instrument is appropriate. This report shall be filed with the County and shall incorporate any new industry information learned since the last cost determination.
- (7) The required amount of the decommissioning fund shall match the re-estimated cost of decommissioning. Within ninety (90) days of filing the re-estimation report with the County, the facility owner or operator shall cause the fund balance of the financial surety instrument to be adjusted to ensure that it matches 125% of the re-estimated decommissioning cost.

E. Commencement of site decommissioning. Decommissioning of the site shall commence at the time identified in the project decommissioning plan or performance agreement, or when the facility is determined to have been abandoned.

- (1) Decommissioning shall be completed in accordance with the approved decommissioning plan.
- (2) The landowner or tenant shall notify the Zoning Director both when the project is discontinued and when decommissioning is complete.
- (3) Third-party verification, as well as County verification of completed decommissioning will be required before the financial surety may be released.
- (4) The facility will be considered abandoned or out of commission in the following circumstances:
  1. Upon termination or expiration of the solar farm leases/easements; or
  2. After one year without production, storage of energy, or use as a backup facility; or
  3. Failure to comply with the terms of the Conditional Use Permit after written notice of infractions from the County and a period of no less than 90 days to allow the operator to bring the US-SES into compliance.
  4. Exceptions could be made for:
    - a. A force majeure event that has occurred or is occurring, which will prevent the facility from resuming



operation within 12 months.

- b. If the facility is in the process of being repowered.
- c. The project is pending completion of construction of the facility due to a backlog of cases or service requests in the MISO queue.
- d. A situation in which the project owner can provide evidence to the Woodbury County Board of Supervisors, that the facility's period of continuous inactivity is due to circumstances beyond the project owners control and that the facility has not been abandoned.
- e. Appeal of the notice of abandonment from the county within a set time of the project owner's receipt of the notice in which the project owner explains the reasons for operational difficulty and provides a timeframe for corrective action that the county deems reasonable.

13. **Soil Erosion and Sediment Control Plan.** A grading plan shall be submitted and shall include all proposed changes to the landscape of the site (e.g., clearing, grading, topographic changes, tree removal, etc.). The plan shall be accompanied with the following documentation:

A. Erosion and Sediment Control

- (1) The applicant agrees to conduct all roadwork and other site development work in compliance with a national pollutant discharge elimination system (NPDES) permit as required by the state department of natural resources and comply with requirements as detailed by local jurisdictional authorities during the plan submittal. If subject to NPDES requirements, the applicant must submit the permit for review and comment, and an erosion and sediment control plan before beginning construction. The plan must include both general 'best management practices' for temporary erosion and sediment control both during and after construction and permanent drainage and erosion control measures to prevent damage to local roads or adjacent areas and to prevent sediment-laden run-off into waterways.

B. Stormwater Management Plan

- (1) For the purposes of pollutant removal, stormwater rate and runoff management, flood reduction and associated impacts, the applicant shall provide a detailed analysis of pre- and post-

development stormwater runoff rates for review by local jurisdictional authorities.

#### **14. Emergency Response Plan**

- A. The applicant shall submit an emergency response plan prior to any ground disturbance at the project site detailing the planned response actions that will be taken by the solar facility operator, including any battery energy storage systems in the event of an emergency situation. These actions are intended to minimize health risks to personnel and people in the surrounding community, as well as minimize adverse impacts to the environment.
- (1) The plan shall include, but is not limited to, a detailed narrative of response procedures and the facility representatives responsible for management of the following plausible contingencies that could occur at the facility: natural disaster/severe weather, fire, security incident, capacity/transmission, environmental, chemical, pipeline (if applicable), and medical. It shall include procedures for a site evacuation, designated egress routes and emergency staging areas.
  - (2) The plan shall include a standalone section detailing the emergency response protocols specific to battery energy storage areas (if applicable).
  - (3) The plan shall be developed in coordination with local first responders, Woodbury County Emergency Management & Siouxland District Health personnel.

#### **15. Future Operators**

- A. Future operators, successors, assignees, or heirs of an US-SES are subject to all conditions of the Conditional Use Permit, its associated agreements and plans, and this Ordinance. The holder of a US-SES Conditional Use Permit shall notify the County at least 90 days prior of the intent to sell or transfer or change operators of the US-SES.

#### **16. Enforcement**

##### **A. Violations**

- (1) It shall be unlawful to locate, erect, construct, reconstruct, alter, repair, convert, or maintain any building, land, or structure, or use any land, building or sign in violation of any regulation in, or any provisions of, this Section, or any amendment or supplement

thereto, lawfully adopted by the County Board of Supervisors; or to fail to comply with any requirement or condition imposed by the Board of Adjustment.

- (2) Any person, firm or corporation found to be in violation of any provision of this Section shall be served written notice by the Zoning Director or designee stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Such person shall, within the period of time stated in the notice, take all necessary action to correct the violation and shall permanently cease such violation.
- (3) Each day during which the violation continues shall be a separate violation.
- (4) A Notice of Violation may be served as a first attempt to gain compliance. If compliance is not met with the sending of a Notice of Violation then a Citation shall be served on the property owner. The offender shall be provided a reasonable time, (not to exceed) thirty (30) days in which to correct the violation. A violation which occurs for a short period of time is observed and there is no other reasonable means for ensuring compliance, be served a citation immediately upon observation of a violation.
- (5) If the violation is not corrected, Woodbury County may seek such remedies, civil or criminal as are authorized by law.

## **17. Penalty**

- A. The Zoning Director or designee may assess the maximum civil penalty per day for each violation allowed upon each violation, as outlined in the Woodbury County Zoning Ordinance that continues to exist.
- B. Remedies
  - (1) If work is being done in violation of any provision of this Section and continues beyond the date of notice and the work is not being done to correct a violation, an immediate stop-work order shall be issued by the Zoning Director. Such order shall be given to the owner of the property, the authorized agent(s), or the person or persons in charge of the activity on the property and shall be posted upon the property. The stop work order shall state the conditions under which work may be resumed.
  - (2) Violations by an individual or property owner will prohibit any additional permits for that property or other properties to be

issued unless said permits will remedy abatement of the violation. Stop work orders will be placed on any work on other property in which the violator is operating or owns.

- (3) If the Zoning Director determines that a violation is an immediate threat to public safety or welfare and the property owner or operator has failed to take corrective action within the time period stated in the notice provided, Woodbury County may take such remedial action as is necessary to protect the public safety or welfare. Such remedial action may include entering the property where a violation is present, correcting the violation, and placing a lien on the property to secure payment and reimbursement of any and all expenses incurred by Woodbury County to correct such violation.
- (4) Woodbury County may seek other such remedies, civil or criminal as are authorized by law.

### **Severability**

Should any section or provisions of this Ordinance be declared by the courts to be invalid or unconstitutional, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof other than the part so declared to be invalid or unconstitutional.

### **Effective Date**

This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

Passed and adopted by the Woodbury County, Iowa Board of Supervisors on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS**

\_\_\_\_\_  
Matthew Ung, Chairman

\_\_\_\_\_  
Daniel Bittinger II, Vice-Chairman

\_\_\_\_\_  
Mark Nelson

Attest:

\_\_\_\_\_  
Keith Radig

\_\_\_\_\_  
Patrick F. Gill, Woodbury County Auditor

\_\_\_\_\_  
Jeremy Taylor

Adoption Timeline:

Date of Public Hearing and First Reading\_\_\_\_\_

Date of Public Hearing and Second Reading\_\_\_\_\_

Date of Public Hearing and Third Reading\_\_\_\_\_

Date of Adoption\_\_\_\_\_

Published/Effective Date\_\_\_\_\_



Daniel Priestly  
Woodbury Co. Community & Economic Development  
620 Douglas St. 6th Floor  
Sioux City, IA 51101  
dpriestley@woodburycountyiowa.gov

**THIS IS NOT AN INVOICE**

## AFFIDAVIT OF PUBLICATION

#363136- Public Hearing - Solar Energy Systems

The undersigned, being first duly sworn on oath, states that Iowa Information Media Group, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Sheldon, Iowa, the publisher of newspapers of general circulation as identified below, and printed and published in the city of Merville, Woodbury, Iowa, and that a legal notice, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in the publication(s) and editions dated as follows:

363136

The Record 4/18/24

\$130.67

A handwritten signature in black ink, appearing to read 'Myrna Wagner', written in a cursive style.

Myrna Wagner  
Management, The Record

Subscribed and sworn to before me by said  
Myrna Wagner this 18th day of April, 2024

A handwritten signature in black ink, appearing to read 'Lori Wiersma', written in a cursive style.

Lori Wiersma  
Notary Public in and for State of Iowa



# Notice Regarding Public Hearings

## NOTICE REGARDING PUBLIC HEARINGS BEFORE THE WOODBURY COUNTY BOARD OF SUPERVISORS FOR THE CONSIDERATION OF ZONING ORDINANCE TEXT AMENDMENTS TO ADDRESS THE REGULATIONS FOR "UTILITY-SCALE SOLAR ENERGY SYSTEMS (US-SES) CONDITIONAL USE" IN THE GENERAL INDUSTRIAL (GI) ZONING DISTRICT

The Woodbury County Board of Supervisors will hold public hearings on the following item of business, hereafter described in detail, on Tuesday, April 23, 2024 at 4:45 PM, Tuesday, April 30, 2024 at 4:50 PM and Tuesday, May 7, 2024 at 4:45 PM or as soon as possible thereafter as the matter may be considered. Pursuant to Iowa Code Section 331.302, the second and third public hearings may be waived by the Board of Supervisors.

Said hearings shall be held at the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, in the Board of Supervisors' meeting room in the basement of the courthouse. Persons wanting to participate in the public hearings may attend in person during the meetings to comment.

Copies of said item may now be examined in the Woodbury County Auditor's office in said Courthouse by any interested persons. You may forward your written comments by mail or email to: Woodbury County Community and Economic Development, 6th Floor, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101; Emails should be sent to Daniel Priestley at: [dpriestley@woodburycountyiowa.gov](mailto:dpriestley@woodburycountyiowa.gov). Only signed comments will be considered and should be received no later than 10:00 AM on Tue., Apr. 23, 2024.

All persons who wish to be heard in respect to this matter should appear to participate in the aforesaid hearing.

### Item One (1)

## SUMMARY OF ZONING ORDINANCE TEXT AMENDMENTS FOR PROPOSED UTILITY-SCALE SOLAR ENERGY SYSTEMS (US-SES) CONDITIONAL USE IN THE WOODBURY COUNTY ZONING ORDINANCE.

**SUMMARY: Amendment #1** – To add "Section 5.08. Utility-Scale Solar Energy Systems (US-SES) Conditional Use...83" on Page iii of the Woodbury County Zoning Ordinance in the "Table of Contents" under the "ARTICLE 5 SUPPLEMENTAL REQUIREMENTS" heading after Section 5.07. Special Event – RAGBRAI and Special Event – RAGBRAI with Alcohol...81."

**SUMMARY: Amendment #2** – To add a new section to the Woodbury County Zoning Ordinance beginning

page 83 entitled "Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use" to regulate the conditional use permitting of "Utility-Scale Solar Energy Systems" within the General Industrial (GI) Zoning District. The purpose of this Section is to regulate the construction, installation, and operation of Utility-Scale Solar Energy Systems (US-SES) in Woodbury County, in a manner that promotes economic development, protects property values, and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, conservation lands, and other sensitive lands. This Ordinance and its provisions shall not apply to those properties or projects occurring within the incorporated cities of Woodbury County. The ordinance sets the requirements for the conditional use permitting of the US-SES including subsections that include Applicability, Conditional Use Permit (CUP), Application Materials, Requirements, Permitting Process, US-SES Building Permit Requirement, Woodbury County Road Use and Repair Agreement, Woodbury County Public Drainage System Protection Agreement, Operation and Maintenance Plan, Decommissioning, Abandonment, Financial Security, and Site Restoration Plan, Soil Erosion and Sediment Control Plan, Emergency Response Plan, Future Operators, Enforcement, Penalty, Severability, and Effective Date.

**SUMMARY: Amendment #3** – Following the addition of Section 5.08, to appropriately renumber the subsequent page numbers for the "ARTICLE 6. DEFINITIONS" and Section 6.01: Construction of Terms. and Section 6.02: Definitions and to appropriately change the page numbers in the Table of Contents on page iii to the correct page numbers.

### **ENFORCEMENT PROVISIONS:** Section 5.08

#### 16. Enforcement

##### A. Violations

(1) It shall be unlawful to locate, erect, construct, reconstruct, alter, repair, convert, or maintain any building, land, or structure, or use any land, building or sign in violation of any regulation in, or any provisions of, this Section, or any amendment or supplement thereto, lawfully adopted by the County Board of Supervisors; or to fail to comply with any requirement or condition imposed by the Board of Adjustment.

(2) Any person, firm or corporation found to be in violation of any provision of this Section shall be served written notice by the Zoning Director or designee stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Such person shall, within the period of time stated in the notice, take all necessary action to correct the violation and shall permanently cease such violation.

(3) Each day during which the violation continues shall be a separate violation.

(4) A Notice of Violation may be served as a first attempt to gain compliance. If compliance is not met with the sending of a Notice of Violation then a Citation shall be served on the property owner. The offender shall be provided a reasonable time, (not to exceed) thirty (30) days in which to correct the violation. A violation which occurs for a short period of time is observed and there is no other reasonable means for ensuring compliance, be served a citation immediately upon observation of a violation.

(5) If the violation is not corrected, Woodbury County may seek such remedies, civil or criminal as are authorized by law.

#### 17. Penalty

A. The Zoning Director or designee may assess the maximum civil penalty per day for each violation allowed upon each violation, as outlined in the Woodbury County Zoning Ordinance that continues to exist.

#### B. Remedies

(1) If work is being done in violation of any provision of this Section and continues beyond the date of notice and the work is not being done to correct a violation, an immediate stop-work order shall be issued by the Zoning Director. Such order shall be given to the owner of the property, the authorized agent(s), or the person or persons in charge of the activity on the property and shall be posted upon the property. The stop work order shall state the conditions under which work may be resumed.

(2) Violations by an individual or property owner will prohibit any additional permits for that property or other properties to be issued unless said permits will remedy abatement of the violation. Stop work orders will be placed on any work on other property in which the violator is operating or owns.

(3) If the Zoning Director determines that a violation is an immediate threat to public safety or welfare and the property owner or operator has failed to take corrective action within the time period stated in the notice provided, Woodbury County may take such remedial action as is necessary to protect the public safety or welfare. Such remedial action may include entering the property where a violation is present, correcting the violation, and placing a lien on the property to secure payment and reimbursement of any and all expenses incurred by Woodbury County to correct such violation.

(4) Woodbury County may seek other such remedies, civil or criminal as are authorized by law.

#### EFFECTIVE DATE:

This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

# WOODBURY COUNTY BOARD OF SUPERVISORS PROCLAMATION

Resolution No. \_\_\_\_\_

May is National Mental Health Month

**WHEREAS**, mental health is essential to everyone's overall physical health and emotional well-being and

**WHEREAS**, surroundings can impact if, how, and when a person's needs are met, which in turn affects mental health; and

**WHEREAS**, there is a need to recognize that mental illness affects the lives of many of our citizens and residents of all ages and sectors; and

**WHEREAS**, mental illness will strike one of five adults; and about two in ten children live with a serious mental or emotional disorder regardless of race, ethnicity, religion or economic status; and

**WHEREAS**, people who have mental illnesses can recover and lead full productive lives and with the help of the Mental Health Roundtable, which consists of various agencies working together to destigmatize mental health in the Siouxland area; and

**WHEREAS**, an estimated two-thirds of adults and one half of children with diagnosable mental health disorders are not receiving the help they need; and

**WHEREAS**, stigma continues to be the single most significant barrier to people getting the help they need; and

**WHEREAS**, mental health awareness helps individuals avoid the significant consequences of untreated anxiety, depression and stress; and

**WHEREAS**, the cost of untreated and mistreated mental illnesses and addictive disorders to American businesses, governments and families continues to grow; and

**WHEREAS**, disparities in mental health can be reduced by improving community outreach and engagement which ensure competent care for diverse communities; and

**WHEREAS**, positive mental health fosters self-esteem, and promotes personal happiness and effectiveness; and

**WHEREAS**, good mental health helps prevent community violence, abuse and family instability; and;

**WHEREAS**, the Woodbury County Board of Supervisors observes Mental Health month every May to raise awareness and understanding of mental health and illness.

**THEREFORE**, I Matthew Ung, do hereby proclaim May 2024 as Mental Health Month in Woodbury County, Iowa. As Chairman, I also call upon the citizens, government agencies, public and private institutions, businesses, and schools of Woodbury County, Iowa to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

**DATED:** this 7<sup>th</sup> day of May 2024

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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Patrick F. Gill  
Woodbury County Auditor

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Matthew A. Ung, Chairman



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

Date: 5/2/2024 Weekly Agenda Date: 5/7/2024

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Chairman Matthew Ung

**WORDING FOR AGENDA ITEM:**

(see proposed motions)

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Three agreements for approval are attached regarding the current medical examiner and new medical examiner investigators to assist with duties of the Medical Examiner's Office.

**BACKGROUND:**

Special thanks for their assistance on this item to:  
-Melissa Thomas, Human Resources Director  
-Joshua Widman, Assistant County Attorney  
-Heather Satterwhite-Van Sickle, Executive Secretary

**FINANCIAL IMPACT:**

Based upon comparative analysis and guidance from the state office, Medical Examiner Investigators will be paid \$300 per death investigation and mileage at the rate set by Woodbury County. Necessary equipment and supplies for the investigations will be provided by Woodbury County.

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

Yes  No

**RECOMMENDATION:**

Dr. Julie Breiner has agreed to continue to provide vital medical examiner services for the public, provided the Woodbury County Board fulfills its newly stated objective to independently contract with medical examiner investigators. Two candidates are ready to be appointed, having received both the training required by the State of Iowa, and the recommendation of Dr. Breiner.

**ACTION REQUIRED / PROPOSED MOTION:**

- a) Authorize the Chairman to sign agreement with Dr. Julie Breiner, Woodbury County Medical Examiner, for January 1, 2024 through December 31, 2025.
- b) Authorize the Chairman to sign professional services agreement with Elizabeth Ford, Medical Examiner Investigator
- c) Authorize the Chairman to sign professional services agreement with Sarah Harris, Medical Examiner Investigator

**AGREEMENT - WOODBURY COUNTY MEDICAL EXAMINER**

**THIS AGREEMENT**, entered into this 7<sup>th</sup> day of May, 2024, by and between Woodbury County, Iowa (hereinafter "County"), a municipal corporation organized and existing under the laws of the State of Iowa and Julie A. Breiner, M.D. (hereinafter "Examiner"), a doctor of medicine and surgery, licensed under the laws of the State of Iowa, whose office is located at 2720 Stone Park Boulevard, Sioux City, Iowa.

**WHEREAS**, the County seeks the services of a Medical Examiner as set forth in Iowa Code §§ 331.801-331.805.

**WHEREAS**, Examiner seeks to provide the County with medical, pathological and other services described in Iowa Code §§ 331.802-331.805 and such other services as may be reasonably requested by the County.

**WHEREAS**, the County and Examiner (hereinafter "Parties") seek to set forth in this Agreement the entire understanding between the Parties as to the terms under which the Examiner will provide these services to the County and the terms and conditions upon which the County will pay Examiner for such services.

**NOW THEREFORE, IN CONSIDERATION** of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

**I. Term**

This Agreement shall be a two (2) year term commencing January 1, 2024 and continuing through December 31, 2025.

## **II. Services Provided**

A). Examiner shall provide the County with the services set forth under Iowa Code §§ 331.801-331.805. The Examiner shall provide these services in person or may appoint such deputy medical examiners as she may believe expedient to assist her in the performance of such services; provided, that any such deputy meets the licensure requirements set forth in this Agreement.

B). Examiner shall cooperate with and assist all law enforcement officials, including the Woodbury County Attorney's Office and the Iowa Department of Criminal Investigations, in the investigation of criminal matters disclosed through the work of the Examiner or an appointed deputy. Cooperation shall include testifying in court or by deposition when requested by law enforcement officials.

C). Examiner shall provide the County with such other services as may be reasonably be requested by the County that are rationally related to the duties imposed upon a County Medical Examiner under Iowa Code §§ 331.801-331.805.

D). Examiner, with approval of the County Board of Supervisors and State Medical Examiner, may appoint one or more county medical examiner investigators pursuant to Iowa Administrative Code 641-127.7. The medical examiner investigators shall assist in death investigations as permitted by Iowa Administrative Code 641-127.7 and their contract with County. The medical examiner investigators shall be compensated by County as set forth in their contract with County.

## **III. Payment for Service**

A). The Examiner shall submit claims chargeable to the County under Iowa Code §331.802 within a reasonable time not to exceed three months. Each claim shall

include sufficient documentation to demonstrate County responsibility under Iowa Code §331.802. The County shall pay the Examiner for those invoices submitted and meeting the criteria for payment set forth in Iowa Code § 331.802 or agreed upon between the parties within 60 days.

#### **IV. Licensure Level**

The Examiner, and any appointed deputy examiner, shall be licensed in the State of Iowa as a doctor of medicine and surgery, a doctor of osteopathic medicine and surgery, or an osteopathic physician.

#### **V. Default**

A). In the event that the Examiner shall fail to comply with any term, condition or covenant of this Agreement, the County shall give the Examiner notice of said default, which notice shall specify in detail the nature of such claimed default, and Examiner shall have thirty (30) days after receipt of said notice, within which to rectify said default.

B). Should said notice be uncomplied with, within said period of thirty (30) days, the County may terminate this Agreement forthwith.

C). If Examiner is unable to serve in a particular case or for a particular period of time, Examiner shall notify the chairman of the County Board of Supervisors within ten (10) days of ascertaining his/her unavailability. In such case, the County Board of Supervisors shall designate another qualified physician to serve temporarily.

D). The Examiner covenants and agrees that if the Examiner shall at any time fail to perform any act, covenant, term or condition on the Examiner's part to be

performed under this Agreement, the County may contract with any other acceptable party for performance of such services until the default is cured.

**VI. Termination**

The County and the Examiner shall have the option to terminate this Agreement at any time upon thirty (30) days notice to the other party. The Agreement may also be amended or terminated by the County at any time without notice to the Examiner due to lack of funds, changes to authorization, or legislative changes. No legal action shall exist against the County by the Examiner in the event of any one of the foregoing contingencies. The Examiner acknowledges in entering into this Agreement, that the County maintains the ability to terminate or amend this Agreement under the terms specified above and that no legal action shall lie based upon these grounds.

**VII. Invalidity of Particular Provisions**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**VIII. 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.

**IX. Limited Waiver**

The failure of the County to insist on strict performance of any of the terms and conditions hereto shall be deemed a waiver of the rights and remedies that the 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.

**X. Notice**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered mail, postage prepaid and return receipt requested to the party to be notified at the address that it maintains as its principal mailing address or such other address as either party from time to time may designate to the other party in writing. Each notice shall be deemed to have been given at the time it is deposited in the United States Mail in the manner proscribed herein. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed to personal service of a summons or other legal process.

**XI. 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 contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands for the purposes herein expressed to this instrument, as of the 7<sup>th</sup> day of May, 2024.

---

Matthew Ung, Chairman  
Woodbury County, Iowa

---

Julie A. Breiner, M.D.  
Medical Examiner

**WOODBURY COUNTY, IOWA MEDICAL EXAMINER INVESTIGATOR  
PROFESSIONAL SERVICES AGREEMENT  
(Independent Contractor)**

This Woodbury County, Iowa Medical Examiner Investigator Professional Services Agreement (“Agreement”) is entered into this 8<sup>th</sup> day of May 2024 (“Effective Date”) by and between Elizabeth Ford (“Contractor”) and Woodbury County, Iowa (“County”).

RECITALS

WHEREAS, pursuant to Iowa Code § 331.901-331.900 and Iowa Administrative Code 641-127.7, County and the Woodbury County Medical Examiner (“Medical Examiner”) may appoint one or more county medical examiner investigators (“CME-I”) upon approval of the Board of Supervisors and the Iowa State Medical Examiner;

WHEREAS, County desires to retain the professional services of Contractor under this Agreement to perform the duties as a CME-I as more fully set forth herein;

WHEREAS, Contractor desires to provide professional services to the County in performing duties as a CME-I as more fully set forth herein.

WHEREAS, The medical examiner has recommended this contractor to provide professional services to the County.

NOW, THEREFORE, the parties agree as follows:

1. **SERVICES.** Contractor shall provide the following services to County on an as needed, independent contractor basis:
  - a. Assist the county medical examiner in performing death investigations.
  - b. Upon completion of a death investigation, and under the supervision of the county medical examiner, sign Form ME-1.

Services shall be provided on an as needed basis.

2. **QUALIFICATIONS.** Contractor must continuously meet each of the following qualifications.
  - a. **Licenses.** Hold a current, unrestricted license as a nurse or other medical provider in the State of Iowa.
  - b. **Experience.** Have at least two years of experience practicing as a licensed or certified nurse or other medical provider prior to the Effective Date of this Agreement.
  - c. **Education and Certification.** Prior to or within two years after the Effective Date of this Agreement, attend the St. Louis University School of Medicine Basic Medicolegal Death Investigation Course or its state medical

examiner-approved equivalent; and prior to or within five years after the Effective Date of this Agreement, obtain certification at the registry level as a death investigator by the American Board of Medicolegal Death Investigators.

- d. **Health.** Subject to short-term illness or disability, be physically, mentally, and emotionally fit to perform the services required by this Agreement.

3. **GENERAL CONDITIONS.** The following general conditions govern performance under this Agreement:

- a. **Death Investigation Policies.** All services shall be performed in a manner consistent with the protocol outlined in the most current edition of the *County Medical Examiner's Handbook* (available from the Iowa State Medical Examiner) and any policies or protocols for death investigation of the County and/or Medical Examiner.
- b. **Legal Compliance.** Contractor shall perform all services in compliance with all federal, state, and local law and rules and regulations as espoused by the State of Iowa Medical Examiner. All services shall be performed without regard to national origin, religion, race, color, sex, gender identity, sexual orientation, age, or disability.
- c. **Records.** All records are the property of the County. Contractor shall maintain such records in accordance with County policies and complete all records and reports in a timely fashion. Contractor shall maintain the confidentiality of all medical records and confidential information concerning death investigations.
- d. **Current Knowledge.** Contractor shall maintain and demonstrate current working knowledge in all aspects of death investigations relevant to Contractor's responsibilities under this Agreement. This shall include requiring attendance at programs of continuing education, as needed.
- e. **Outside Activities.** It is expressly acknowledged that Contractor may engage in other medical practice outside of the services provided under this Agreement.
- f. **Independent Professional Judgment.** Contractor shall use his/her best professional judgment in performing the services. County shall neither have nor exercise, nor attempt to exercise, any control over the professional judgment and decision-making of Contractor.
- g. **Public Entity Requirements.** Irrespective of the independent contractor status of Contractor, as an appointed CME-I of the County, Contractor shall be subject to the County's Code of Ethics.



- h. **Supervision.** As required by Iowa Administrative Code 641-127.7(4), Contractor shall be under the supervision of the Medical Examiner and provide services under the direction of the Medical Examiner or Iowa State Medical Examiner's office.
  - i. **Equipment and PPE.** Contractor shall provide and be responsible for his or her own equipment and personal protective equipment unless otherwise provided herein. County may provide equipment and personal protective equipment mutually agreed upon in writing and subject to review and inventory audits by the County.
- 4. **INSURANCE AND IMMUNITY.** While performing the services as a CME-I under this Agreement, Contractor shall be covered by the County's professional liability coverage. In performing all services, Contractor shall be an "officer" as defined by Iowa Code Chapter 670 and be eligible for immunity under the municipal tort claims act to the fullest extent allowed by law.
- 5. **FEE FOR SERVICES.** For all services provided under this Agreement, County shall pay Contractor three hundred dollars (\$300.00) per death investigation. In addition, County shall pay Contractor mileage reimbursement at the current County mileage reimbursement rate. Contractor shall be required to submit mileage reimbursement on forms provided by the County.
- 6. **TERM AND TERMINATION.** The initial term of this Agreement shall be for one (1) year beginning on May 8, 2024 (the "Initial Term"). This Agreement shall automatically renew for successive periods of one (1) year each (each a "Renewal Term"), unless either Party gives the other party notice of termination ninety (90) days' prior to the anniversary date. Notwithstanding the stated term and renewals thereof, this Agreement may be terminated as follows:
  - a. **Without Cause.** Without cause and without penalty, by either party upon giving the other party not less than ninety (90) days' prior notice of termination in writing, specifying the effective date of termination.
  - b. **For Cause.** For cause by either party upon giving the other party not less than thirty (30) days' prior notice of termination in writing specifying the alleged breach or default and the date on which termination will be effective, provided that in the event of termination for cause under this subparagraph, the party receiving notice shall have the notice period in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice. Cause under this subparagraph consists of a material breach or default by the party receiving notice in the performance or under the terms and conditions of this Agreement.

- c. **For Cause.** For cause by County immediately upon written notice to Contractor in the event Contractor fails or ceases to meet the qualifications set forth in Section 2 of this Agreement. It is the responsibility of Contractor to immediately notify the Medical Examiner if Contractor ceases or fails to meet the qualifications of Section 2.
  - d. **Regulatory Changes.** By either party following reasonable (determined with regard to minimizing or eliminating the risk) written notice to the other party based upon an opinion from such party's legal counsel that existing or changed law, regulations, interpretations, or case law applied to this transaction created an unreasonable risk of sanction, prosecution, or assessment to the party giving notice.
  - e. **Early Termination.** In the event this Agreement is terminated without cause during the Initial Term, the parties may not enter into an agreement for the same or similar services during the remainder of the Initial Term.
7. **INDEPENDENT CONTRACTOR.** Contractor will perform Contractor's responsibilities under this Agreement as an independent contractor and not as an employee of County. County shall neither have nor exercise any control over the professional medical judgment in the performance of services under this Agreement. Contractor shall, however, provide all services in a competent and professional manner. Contractor shall not represent himself/herself as an employee of County in the performance of his/her professional responsibilities; rather, Contractor shall be represented as an independent appointed CME-I. Contractor shall be solely responsible for withholding, reporting, and paying any Social Security, income or other taxes due on account of payments under this Agreement, except County will, to the extent of payments in excess of Six Hundred Dollars (\$600.00) in any calendar year, file and furnish Contractor with a copy of IRS Form 1099 reporting such payments.
8. **CONFIDENTIALITY.** Contractor shall maintain the confidentiality of death investigation information obtained during the performance of services under this Agreement and shall comply with all applicable laws including, without limitation, the Health Insurance Portability and Accountability Act to the extent applicable to Contractor and/or the County.
12. **NOTICES.** Any notice required to be given by this Agreement shall be sufficient if in writing and if personally delivered to the addressee or, if mailed, by United States mail, certified or registered mailed with return receipt requested, postage prepaid, to County:

Woodbury County, Iowa  
620 Douglas St. Rm 701  
Sioux City, IA 51101

Attn : Melissa Thomas, HR Director

and to Contractor:

Elizabeth Ford

13. **MISCELLANEOUS.** The following additional conditions apply to this Agreement:

- a. **Severability.** In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
- b. **Assignment.** This is a personal services arrangement wherein Contractor has been specifically retained for performance of the professional services based on Contractor's individual qualifications and experience. Therefore, this Agreement may not be assigned or transferred by Contractor.
- c. **Waiver.** The failure of either party to insist in any one or more instance upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
- d. **Recitals.** The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.
- e. **Amendment.** This Agreement may be amended only by written agreement of the parties.
- f. **Counterparts.** This Agreement may be executed in more than one counterpart and each counterpart shall be considered an original.
- g. **Applicable Law.** This Agreement shall be interpreted according to the law of the State of Iowa, without regard to choice of law principles.
- h. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior written and oral statements and understandings with regard to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dated set opposite their respective names.

Elizabeth Ford

Woodbury County, Iowa

\_\_\_\_\_

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

Matthew Ung, Chairman of the  
Board of Supervisors

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

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

# ELIZABETH E FORD

## **EDUCATION**

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**Midwest Death Investigation Course**

Ankeny Iowa

July 2022

**Briar Cliff University**

Sioux City Iowa

Bachelor's Degree in Nursing with a Minor in Psychology

Year of Graduation: 1995

**Western Iowa Tech Community College**

Sioux City Iowa

Associate's Degree in Prehospital Medicine Paramedics

Year of Graduation: 1995

**St Luke's College of Nursing**

Sioux City Iowa

Diploma in Nursing

Year of Graduation: 1993

## **EXPERIENCE**

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**Sioux City Fire Rescue, Sioux City Iowa**

2018-Current

Lead Paramedic, Community Paramedicine Program

**Siouxland Paramedics, Sioux City Iowa**

2015-2018 Command Officer

1982-2018 Field Paramedic/Field Supervisor

**West Valley Hospital, Phoenix, Arizona**

2014-2015

Trauma Nurse

**Mercy Medical Center, Sioux City Iowa**

2001-2014

Mercy Air Care Flight/ER Nurse

**Mercy Medical Center, Sioux City Iowa**

1994-2004

Critical Care RN PCCU/ICU/CCU Nurse

**Mercy Medical Center, Sioux City Iowa**

1993-1994

Phlebotomist

**Siouxland Paramedics, Sioux City Iowa**

1993-2003

Occupational Safety/Work Comp RN

**Midwest Intercity Ambulance, Sioux City Iowa**

1981-1982

EMT Intermediate

**St Luke's Hospital, Sioux City Iowa**

1980-1981

ER Tech

## **RELATED EXPERIENCE**

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- . SCFR Coordinator IDN Program
- . Member of the Siouxland Paramedics Tactical Medical Team (2012)  
Working with Woodbury County Sheriff's Department
- . Previous Designated Requestor for Iowa Donor Network
- . Previous Certified Eye Enucleator (1997)
- . Member of the Siouxland Paramedics Water Rescue Team (1997)
- . TB and Compliance Instructor for Countywide Rural Ambulance(1992)
- . Emergency Medical Technician Instructor Western Iowa Tech (1981)

## **CURRENT CERTIFICATIONS**

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- . Iowa Registered Nurse - #088704
- . Iowa Critical Care Paramedic - #CCP1200310
- . Iowa Paramedic Specialist - #1200310
- . Forensic Nursing Certificate Kaplan University
- . Advanced Cardiac Life Support
- . Pediatric Advanced Life Support
- . Basic Life Support
- . Tactical Emergency Casualty Care

**WOODBURY COUNTY, IOWA MEDICAL EXAMINER INVESTIGATOR  
PROFESSIONAL SERVICES AGREEMENT  
(Independent Contractor)**

This Woodbury County, Iowa Medical Examiner Investigator Professional Services Agreement (“Agreement”) is entered into this 8<sup>th</sup> day of May 2024 (“Effective Date”) by and between Sarah Harris (“Contractor”) and Woodbury County, Iowa (“County”).

RECITALS

WHEREAS, pursuant to Iowa Code § 331.901-331.900 and Iowa Administrative Code 641-127.7, County and the Woodbury County Medical Examiner (“Medical Examiner”) may appoint one or more county medical examiner investigators (“CME-I”) upon approval of the Board of Supervisors and the Iowa State Medical Examiner;

WHEREAS, County desires to retain the professional services of Contractor under this Agreement to perform the duties as a CME-I as more fully set forth herein;

WHEREAS, Contractor desires to provide professional services to the County in performing duties as a CME-I as more fully set forth herein.

WHEREAS, The medical examiner has recommended this contractor to provide professional services to the County.

NOW, THEREFORE, the parties agree as follows:

1. **SERVICES.** Contractor shall provide the following services to County on an as needed, independent contractor basis:
  - a. Assist the county medical examiner in performing death investigations.
  - b. Upon completion of a death investigation, and under the supervision of the county medical examiner, sign Form ME-1.

Services shall be provided on an as needed basis.

2. **QUALIFICATIONS.** Contractor must continuously meet each of the following qualifications.
  - a. **Licenses.** Hold a current, unrestricted license as a nurse or other medical provider in the State of Iowa.
  - b. **Experience.** Have at least two years of experience practicing as a licensed or certified nurse or other medical provider prior to the Effective Date of this Agreement.
  - c. **Education and Certification.** Prior to or within two years after the Effective Date of this Agreement, attend the St. Louis University School of Medicine Basic Medicolegal Death Investigation Course or its state medical



examiner-approved equivalent; and prior to or within five years after the Effective Date of this Agreement, obtain certification at the registry level as a death investigator by the American Board of Medicolegal Death Investigators.

- d. **Health.** Subject to short-term illness or disability, be physically, mentally, and emotionally fit to perform the services required by this Agreement.

3. **GENERAL CONDITIONS.** The following general conditions govern performance under this Agreement:

- a. **Death Investigation Policies.** All services shall be performed in a manner consistent with the protocol outlined in the most current edition of the *County Medical Examiner's Handbook* (available from the Iowa State Medical Examiner) and any policies or protocols for death investigation of the County and/or Medical Examiner.
- b. **Legal Compliance.** Contractor shall perform all services in compliance with all federal, state, and local law and rules and regulations as espoused by the State of Iowa Medical Examiner. All services shall be performed without regard to national origin, religion, race, color, sex, gender identity, sexual orientation, age, or disability.
- c. **Records.** All records are the property of the County. Contractor shall maintain such records in accordance with County policies and complete all records and reports in a timely fashion. Contractor shall maintain the confidentiality of all medical records and confidential information concerning death investigations.
- d. **Current Knowledge.** Contractor shall maintain and demonstrate current working knowledge in all aspects of death investigations relevant to Contractor's responsibilities under this Agreement. This shall include requiring attendance at programs of continuing education, as needed.
- e. **Outside Activities.** It is expressly acknowledged that Contractor may engage in other medical practice outside of the services provided under this Agreement.
- f. **Independent Professional Judgment.** Contractor shall use his/her best professional judgment in performing the services. County shall neither have nor exercise, nor attempt to exercise, any control over the professional judgment and decision-making of Contractor.
- g. **Public Entity Requirements.** Irrespective of the independent contractor status of Contractor, as an appointed CME-I of the County, Contractor shall be subject to the County's Code of Ethics.

- h. **Supervision.** As required by Iowa Administrative Code 641-127.7(4), Contractor shall be under the supervision of the Medical Examiner and provide services under the direction of the Medical Examiner or Iowa State Medical Examiner's office.
  - i. **Equipment and PPE.** Contractor shall provide and be responsible for his or her own equipment and personal protective equipment unless otherwise provided herein. County may provide equipment and personal protective equipment mutually agreed upon in writing and subject to review and inventory audits by the County.
- 4. **INSURANCE AND IMMUNITY.** While performing the services as a CME-I under this Agreement, Contractor shall be covered by the County's professional liability coverage. In performing all services, Contractor shall be an "officer" as defined by Iowa Code Chapter 670 and be eligible for immunity under the municipal tort claims act to the fullest extent allowed by law.
- 5. **FEE FOR SERVICES.** For all services provided under this Agreement, County shall pay Contractor three hundred dollars (\$300.00) per death investigation. In addition, County shall pay Contractor mileage reimbursement at the current County mileage reimbursement rate. Contractor shall be required to submit mileage reimbursement on forms provided by the County.
- 6. **TERM AND TERMINATION.** The initial term of this Agreement shall be for one (1) year beginning on May 8, 2024 (the "Initial Term"). This Agreement shall automatically renew for successive periods of one (1) year each (each a "Renewal Term"), unless either Party gives the other party notice of termination ninety (90) days' prior to the anniversary date. Notwithstanding the stated term and renewals thereof, this Agreement may be terminated as follows:
  - a. **Without Cause.** Without cause and without penalty, by either party upon giving the other party not less than ninety (90) days' prior notice of termination in writing, specifying the effective date of termination.
  - b. **For Cause.** For cause by either party upon giving the other party not less than thirty (30) days' prior notice of termination in writing specifying the alleged breach or default and the date on which termination will be effective, provided that in the event of termination for cause under this subparagraph, the party receiving notice shall have the notice period in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice. Cause under this subparagraph consists of a material breach or default by the party receiving notice in the performance or under the terms and conditions of this Agreement.

- c. **For Cause.** For cause by County immediately upon written notice to Contractor in the event Contractor fails or ceases to meet the qualifications set forth in Section 2 of this Agreement. It is the responsibility of Contractor to immediately notify the Medical Examiner if Contractor ceases or fails to meet the qualifications of Section 2.
  - d. **Regulatory Changes.** By either party following reasonable (determined with regard to minimizing or eliminating the risk) written notice to the other party based upon an opinion from such party's legal counsel that existing or changed law, regulations, interpretations, or case law applied to this transaction created an unreasonable risk of sanction, prosecution, or assessment to the party giving notice.
  - e. **Early Termination.** In the event this Agreement is terminated without cause during the Initial Term, the parties may not enter into an agreement for the same or similar services during the remainder of the Initial Term.
7. **INDEPENDENT CONTRACTOR.** Contractor will perform Contractor's responsibilities under this Agreement as an independent contractor and not as an employee of County. County shall neither have nor exercise any control over the professional medical judgment in the performance of services under this Agreement. Contractor shall, however, provide all services in a competent and professional manner. Contractor shall not represent himself/herself as an employee of County in the performance of his/her professional responsibilities; rather, Contractor shall be represented as an independent appointed CME-I. Contractor shall be solely responsible for withholding, reporting, and paying any Social Security, income or other taxes due on account of payments under this Agreement, except County will, to the extent of payments in excess of Six Hundred Dollars (\$600.00) in any calendar year, file and furnish Contractor with a copy of IRS Form 1099 reporting such payments.
8. **CONFIDENTIALITY.** Contractor shall maintain the confidentiality of death investigation information obtained during the performance of services under this Agreement and shall comply with all applicable laws including, without limitation, the Health Insurance Portability and Accountability Act to the extent applicable to Contractor and/or the County.
12. **NOTICES.** Any notice required to be given by this Agreement shall be sufficient if in writing and if personally delivered to the addressee or, if mailed, by United States mail, certified or registered mailed with return receipt requested, postage prepaid, to County:

Woodbury County, Iowa  
620 Douglas St. Rm 701  
Sioux City, IA 51101

Attn : Melissa Thomas, HR Director

and to Contractor:

Sarah Harris

13. **MISCELLANEOUS.** The following additional conditions apply to this Agreement:

- a. **Severability.** In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
- b. **Assignment.** This is a personal services arrangement wherein Contractor has been specifically retained for performance of the professional services based on Contractor's individual qualifications and experience. Therefore, this Agreement may not be assigned or transferred by Contractor.
- c. **Waiver.** The failure of either party to insist in any one or more instance upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
- d. **Recitals.** The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.
- e. **Amendment.** This Agreement may be amended only by written agreement of the parties.
- f. **Counterparts.** This Agreement may be executed in more than one counterpart and each counterpart shall be considered an original.
- g. **Applicable Law.** This Agreement shall be interpreted according to the law of the State of Iowa, without regard to choice of law principles.
- h. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior written and oral statements and understandings with regard to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dated set opposite their respective names.

Sarah Harris

Woodbury County, Iowa

\_\_\_\_\_

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

Matthew Ung, Chairman of the  
Board of Supervisors

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

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

# SARAH HARRIS

■ Sioux City, IA 51104 ■ [REDACTED] ■ [REDACTED] ■

## PROFESSIONAL SUMMARY

Committed Paramedic offering proven history of exercising strong judgment in high-pressure situations. Skilled in patient needs assessment and critical care. Detail-oriented and compassionate with expansive knowledge of Paramedicine and educating students along with new staff. Maintains all appropriate licenses and certifications with an outstanding motivation for continued knowledge in medicine.

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## SKILLS

- Supervision
- Flexible & Adaptable
- Compassion
- Patient Management
- Patient Assessments
- Written and verbal communication
- Decision-making
- Interpersonal skills
- Adaptability
- Time management
- Mentorship
- Positivity

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## WORK HISTORY

### LEAD MEDIC 12/2017 to Current

Sioux City Fire Rescue, Sioux City, Iowa

- Supervises employees and/or student workers, as assigned. Assists in orientation and training of staff. Evaluates employee performance and provides guidance and feedback. Counsels or disciplines supervised employees, as required.
- Regularly participates in CQI of the PCR of patients to determine effectiveness in meeting established goals for care, treatment, and/or procedures, adherence to departmental policies and procedures, and conformance with established standards, along with Pre-Billing review.
- Investigates and resolves incidents and complaints or suggestions from staff, patients, the community, and SNF/ Hospital staff. Corrects deficiency, if any, and prepares documentation or explanation as needed. Refers issues to supervisor as necessary. Records and investigates all incidents/accidents that occur.
- Demonstrates critical thinking and the ability to provide care in emergency situations and follows established emergency procedures and practices.
- Strong communicator with excellent verbal and written skills with the ability to effectively communicate ideas and concepts to all levels internally and with patients.
- Excellent organizational skills and the ability to handle multiple tasks and establish priorities.
- Projects and promotes positive image of Paramedics internally and to the public.
- Demonstrates proficiency in clinical Paramedic skills, i.e. patient assessment, intervention, and evaluation.

- Acts as clinical resource to staff in enhancing and assuring quality care.
- Demonstrates ability to work independently, be organized, flexible, and prioritize responsibilities in an ever-changing environment maintaining a calm, productive atmosphere.

**PARAMEDIC/ FTO 07/2010 to 01/2018**

Siouxland Paramedics, Sioux City, IA

- Interacted professionally with patients, families, physicians, and others treating them with respect and dignity.
- Maintained required registry licensure, certification and evaluations.
- Counseled, educate, and coached new hires to maintain, improve, and, as needed, correct competencies and work habits to support the mission as expressed through the organizations policies. Documented through the performance appraisal process.
- Administered continuous 12-lead electrocardiogram monitoring to record heart rhythms in patients with acute coronary syndrome.
- Administered fluid replacement via IV, IO and IM to replace fluid volumes and correct electrolyte imbalances.
- Assessed patient condition through physical and verbal exams and by collecting information from others at scene.
- Used numerous software's to accurately document services provided to reduce liability and improve patient care.
- Adapted treatment plans quickly and effectively based on changing patient conditions and reactions.
- Communicated with medical professionals in medical terms to relay patient needs and maintain accuracy.
- Delegated life-saving tasks to provide comprehensive treatment to triaged patients in emergency situations.
- Identified appropriate medications based on potential interactions with other medicines, accurately calculating correct dosages according to drugs on hand and patient's weight.
- Performed intubations to secure airway in patients under respiratory and cardiac arrest.

**EDUCATION**

Paramedic : Paramedicine , 05/2009

**Western Iowa Tech Community College** - Sioux City, IA

**ACCOMPLISHMENTS**

Designed and implemented a clinical program for Medical Resident Students to do a full rotation with a Paramedic during a Paramedics normally scheduled shifts.

**CERTIFICATIONS**

- State Licensed and NREMT Licensed Paramedic
- Certified in BLS, ALS, PALS, PHTLS, EPC, AMLS, PHTLS, Midwest Death Investigation Course, and CADs Certified

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

Date: 05/01/2024 Weekly Agenda Date: 05/07/2024

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

**WORDING FOR AGENDA ITEM:**

Consideration of a project agreement with the Farmers Drainage District for improvement to 280th Street drainage

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Farmers DD has recognized that Lateral H, the north ditch of 280th Street, is in need of improvement and has agreed to terms for the work. The county road will see benefit from the project.

**BACKGROUND:**

The county engineer has worked with the drainage engineer for the Farmers DD to improve drainage along lateral H. A project agreement for this work has been developed in consultation with the assistant county attorney and the county engineer to set forth cost shares and responsibilities for the work

**FINANCIAL IMPACT:**

The county road department will be paying approximately half of the ditch improvement cost plus the cost of cross road culverts in the lateral. The cost will be paid from 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:**

Approve the project agreement.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the project agreement with the Farmers Drainage District for work on Lateral H along 280th Street.



## AGREEMENT BETWEEN WOODBURY COUNTY AND THE FARMERS DRAINAGE DISTRICT

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between Woodbury County, Iowa, hereafter referred to as "County", and Farmers Drainage District, hereafter referred to as "District", pursuant to Section 331.429(2) of the Code of Iowa.

The parties to this Agreement hereby agree as follows:

1. The Farmers Drainage District is preparing plans for a project designated as '280<sup>th</sup> Street/Lateral H hereafter referred to as the "Project". This Project involves drainage improvement to the lateral ditch/county road ditch and the replacement of culverts within the lateral.
2. The District will be the contracting authority for this Project. The District shall comply with all Iowa public bidding requirements for the project, as applicable. All rights of the District under the construction contract with the County shall inure to the benefit of the County as if it was also the contracting authority, except for any penalty that may be assessed the Contractor due to late performance of the contract work. Said penalty for late performance shall be split between the County and the District to compensate them for the extra costs they incur as a result of the delay.
3. Veenstra and Kimm, serves as Drainage Engineer for the Farmers Drainage District, herein after referred to as "Engineer", shall be responsible for all design engineering services in connection with Project. The Engineer shall provide elevation references along the lateral for use by county construction inspection staff.
4. The Project shall be constructed in accordance with the plans and specifications approved for the Project. The County Engineer's Office shall inspect all project work for compliance of said plans and specifications. Monthly, the County Engineer's Office shall submit to the district actual quantities installed per plans for payment to the contactor.
5. The District shall be responsible for procuring all permits and approvals that are necessary to construct this project. The District shall comply with all Iowa public bidding requirements in securing bids for this project.
6. The County shall be responsible for road and construction signing within the limits of this Project and shall properly place all necessary advance warning signs.
7. At the time that construction of the Project is completed and upon written notice of completion by the County, the District and County shall conduct a joint inspection and report any perceived problems to the County Engineer within ten (10) days of receiving notice of completion.
8. The District shall acquire all right of way necessary for the construction of the project. The district and the County agree to split the right of way costs for land acquisition on a 50%-50% basis.

9. The County agrees to pay the costs for all county crossroad culverts replaced in the course of the project. Said culverts shall be constructed by the contractor as part of the Project contract. The County will pay 100% of the cost of county crossroad culverts. For the culvert crossing County Road K42, the County will pay all related costs for pavement and culvert removal, excavation of the road embankment, replacement of the pavement and other related costs necessary for the replacement of this culvert. The replacement of gravel road cross culverts will include all related costs for culvert removal, excavation and installation of the new culvert, including replacement of gravel surfacing. Said culverts shall be replaced on grade as designated by the Engineer.
10. The County and the District shall split the cost of ditch excavation, road and shoulder reconstruction, shouldering, etc. on a 50%-50% basis. Said participation in construction costs shall be up to the estimated cost prepared by the Engineer on June 8, 2023, herein attached to the agreement plus a 15% contingency. Should bid prices or expenses exceed said amount, the Engineer shall notify the County Engineer and receive authorization from the Board of Supervisors for the additional expense.
11. The County will not pay costs of driveway culverts or repairs to said culverts.
12. The District shall pay all design engineering costs as part of the project. The County will program the Project work in the accomplishment year as part of its FY 2025 Five Year Construction Program with the payment for any and all completed work budgeted for payment after July 1, 2024.
13. The terms of this agreement shall be in perpetuity or until such time as the obligations contained in this Agreement are fully complied with.
14. Neither Party waives any right or remedy which may be available to recover money due under this agreement. Upon material breach of the terms of this Agreement by either Party, and after giving the other reasonable notice and opportunity to-cure the breach, the Parties may initiate any action or procedure to protect its interests.
15. The Agreement may be amended from time to time by written agreement of both parties.
16. The Agreement does not waive either party's sovereign immunity as to third parties.

WOODBURY COUNTY

\_\_\_\_\_  
Matthew Ung, Chairperson, Board of Supervisors

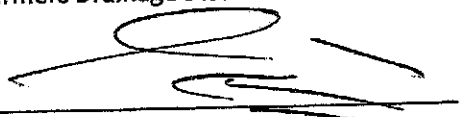
\_\_\_\_\_  
Date

I hereby certify that the above and foregoing agreement was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa, and properly included in the minutes of the meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Patrick Gill, County Auditor

\_\_\_\_\_  
Date

Farmers Drainage District

  
\_\_\_\_\_  
Chair, Farmers Drainage District

4-18-24  
\_\_\_\_\_  
Date

I, Barb Parker, certify that I am the Clerk of the DISTRICT, and that Gary Walters

Who signed said Agreement for and on behalf of the DISTRICT was authorized to execute the same by virtue of a formal Resolution passed and adopted by the DISTRICT, on the 18<sup>th</sup> day of April, 2024.

Barbara Parker  
\_\_\_\_\_  
Drainage District Clerk

April 18, 2024  
\_\_\_\_\_  
Date

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

Date: 05/01/2024 Weekly Agenda Date: 05/07/2024

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

**WORDING FOR AGENDA ITEM:**

Award quote for one of two pickup trucks for the secondary road department

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The county received bids for two new 3/4 ton extended cab pickups. It is recommended to award one truck this week.

**BACKGROUND:**

The county owns 23 pickup trucks of assorted size and configuration for use by county crews and engineering staff. Typically we update one or two trucks every year. The quote to replace the current foreman's truck for District 2 is recommended this week. The second truck award will made depending upon the total cost of the remaining new equipment for FY 2025.

**FINANCIAL IMPACT:**

The truck is paid for with Woodbury County 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:**

Recommend that the board award the quote for the replacement of the District 2 foreman's truck to Knoefler Chevrolet.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board award the quote for the replacement of the District 2 foreman's truck to Knoefler Chevrolet for \$36,387.00.

**FY 2025 Full size 4WD 3/4 Ton Extended cab pickup bid tabulations**

April 23, 2024

	Jensen Dealerships	Jensen Dealerships		
	1268 Lincoln St. SW	1258 Lincoln St. SW		
	LeMars, IA 51031	LeMars, IA 51031		
Trade In	Unit #26-2017 Chevy 2500 4WD Ext. Cab Pickup-VIN# 1GC2KVEGOHZ149764	Unit #37-2013 Ford F250 4WD Ext. Cab Pickup-VIN#1FT7X2B66DEA18406		
Brand Name & Model	2024 RAM 2500 Tradesman Crew Cab	2024 RAM 2500 Tradesman Crew Cab		
Purchase Price	\$ 47,313.00	\$ 47,313.00		
Less Trade	\$ 10,000.00	\$ 7,000.00		
Doc Fee	\$ 179.00	\$ 179.00		
Net Price	\$ 37,492.00	\$ 40,492.00	\$ -	\$ -
	Knoepfler Chevrolet Co.	Knoepfler Chevrolet Co.	Knoepfler Chevrolet	Knoepfler Chevrolet
	100 Jackson St.	100 Jackson St.	100 Jackson St.	100 Jackson St.
	Sioux City, IA 51101	Sioux City, IA 51101	Sioux City, IA 51101	Sioux City, IA 51101
Trade In	Unit #26-2017 Chevy 2500 4WD Ext. Cab Pickup-VIN# 1GC2KVEGOHZ149764	Unit #37-2013 Ford F250 4WD Ext. Cab Pickup-VIN#1FT7X2B66DEA18406	Unit #26-2017 Chevy 2500 4WD Ext. Cab Pickup-VIN# 1GC2KVEGOHZ149764	Unit #37-2013 Ford F250 4WD Ext. Cab Pickup-VIN#1FT7X2B66DEA18406
Brand Name & Model	2025 Chev Silverado 2500 HD Crew Cab	2025 Chev Silverado 2500 HD Crew Cab	2025 Chev Silverado 2500 HD Dbl Cab	2025 Chev Silverado 2500 HD Dbl Cab
Purchase Price	\$ 49,827.00	\$ 49,827.00	\$ 48,208.00	\$ 48,208.00
Less Trade	\$ 12,000.00	\$ 7,000.00	\$ 12,000.00	\$ 7,000.00
Doc Fee	\$ 179.00	\$ 179.00	\$ 179.00	\$ 179.00
Net Price	\$ 38,006.00	\$ 43,006.00	\$ 36,208.00	\$ 41,208.00
	Woodhouse Auto	Woodhouse Auto	Woodhouse Auto	Woodhouse Auto
	2546 South Hwy 30	2546 South Hwy 30	2546 South Hwy 30	4300 Southgate Dr.
	Blair, NE 68008	Blair, NE 68008	Blair, NE 68008	Blair, NE 68008
Trade In	Unit #26-2017 Chevy 2500 4WD Ext. Cab Pickup-VIN# 1GC2KVEGOHZ149764	Unit #37-2013 Ford F250 4WD Ext. Cab Pickup-VIN#1FT7X2B66DEA18406	Unit #26-2017 Chevy 2500 4WD Ext. Cab Pickup-VIN# 1GC2KVEGOHZ149764	Unit #37-2013 Ford F250 4WD Ext. Cab Pickup-VIN#1FT7X2B66DEA18406
Brand Name & Model	2024 RAM 2500 Tradesman Crew Cab	2024 RAM 2500 Tradesman Crew Cab	2024 Ford F250 SRW Crew Cab	2024 Ford F250 SRW Crew Cab
Purchase Price	\$ 53,274.00	\$ 53,274.00	\$ 53,658.00	\$ 53,658.00
Less Trade	\$ 9,000.00	\$ 5,000.00	\$ 9,000.00	\$ 5,000.00
Net Price	\$ 44,274.00	\$ 48,274.00	\$ 44,658.00	\$ 48,658.00

**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 2025 Single Axle Truck Chassis with Dump Body and Snow Equipment**

April 23, 2024

	Cornhusker International	Istate Truck Center	Istate Truck Center	Boyer Truck
	2601 Bridgeport	4801 Harbor Drive	4801 Harbor Drive	2101 E. Benson Rd.
	Sioux City, IA 51102	Sioux City, IA 51102	Sioux City, IA 51102	Sioux Falls, SD 57104
	#503	#503	#503	#503
<b>Trade In</b>	2007 Sterling Single Axle Dump Truck	2007 Sterling Single Axle Dump Truck	2007 Sterling Single Axle Dump Truck	2007 Sterling Single Axle Dump Truck
<b>Brand Name &amp; Model</b>	2025 International HV607 SBA	2025 Western Star 47X	2025 Western Star 47X	2025/2026 Western Star 47X
<b>Purchase Price</b>	\$ 210,676.00	\$ 215,126.00	\$ 222,061.00	\$ 209,921.00
<b>Less Trade</b>	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 14,900.00
<b>Net Price</b>	\$ 203,176.00	\$ 209,126.00	\$ 216,061.00	\$ 195,021.00
*****				
	TEC Equipment	TEC Equipment		
	11351 S. 153rd St.	11351 S. 153rd St.		
	Omaha, NE 68138	Omaha, NE 68138		
	#503	#503		
<b>Trade In</b>	2007 Sterling Single Axle Dump Truck	2007 Sterling Single Axle Dump Truck		
	I Shift	Allison		
<b>Brand Name &amp; Model</b>	2025 Volvo-VHD	2025 Volvo-VHD		
<b>Purchase Price</b>	\$ 217,467.00	\$ 221,067.00		
<b>Less Trade</b>	\$ 25,000.00	\$ 25,000.00		
<b>Net Price</b>	\$ 192,467.00	\$ 196,067.00		
*****				

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

Date: 5/1/2024 Weekly Agenda Date: 5/7/2024

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

**WORDING FOR AGENDA ITEM:**

Receive quotes for a tracked skid steer loader for the secondary road department

**ACTION REQUIRED:**

- Approve Ordinance       Approve Resolution       Approve Motion   
Public Hearing       Other: Informational       Attachments

**EXECUTIVE SUMMARY:**

The county annually takes bids for new equipment to maintain its fleet of road maintenance vehicles. The county is requesting a quotation for one, tracked skid steer loader for purchase.

**BACKGROUND:**

The current skid steer loader is in heavy demand for use by all districts. A second loader is requested for purchase to dedicate to district 5 for dealing with emergency concrete blow up repairs and as a second grade finishing machine. This new loader is for the Hornick district.

**FINANCIAL IMPACT:**

The project is paid for with Woodbury County 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:**

Recommend that the board receive the quotes and allow the county engineer to examine the responsive quotes and recommend award at a later board meeting.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board receive the wheel loader quotes and return them to the county engineer for an award recommendation.



FY 2025 Compact Track Loader and 12,000 lb. Equipment Trailer					
May 7, 2024					
	Bierschbach Equipment and Supply	Road Machinery & Supplies Co.	Murphy Tractor & Equipment	Titan Machinery	Midwest Honda, Suzuki, Kubota
	2121 Leech Ave.	1400 N. Hwy 75	4900 Harbor Drive	5601 Harbor Drive	2142 Lewis Blvd.
	Sioux City, IA 51106	Sioux City, IA 51105	Sioux City, IA 51111	Sioux City, IA 51111	Sioux City, IA 51105
Brand Name & Model					
Purchase Price of Machine					
Purchase Price of 12,000 lb. Trailer					
Purchase Price of snow bucket					
Purchase Price of grapple bucket					
Purchase Price of pallet forks					
Purchase price of counterweight(installed price)					
	*****	*****	*****	*****	*****
	Ziegler Cat	Rueter's	Mid Country Machinery	Agrivision Equipment Group	Sooland Bobcat
	5300 Harbor Drive	4730 S. York St.	P. O. Box 969	1849 Highway 20	3109 Hwy 75N
	Sioux City, IA 51111	Sioux City, IA 51106	Sgt. Bluff, IA 51054	Lawton, IA 51030	Sioux City, IA 51105
Brand Name & Model					
Purchase Price of Machine					
Purchase Price of 12,000 lb. Trailer					
Purchase Price of snow bucket					
Purchase Price of grapple bucket					
Purchase Price of pallet forks					
Purchase price of counterweight(installed price)					

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

Date: 5/1/2024 Weekly Agenda Date: 5/7/2024

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

**WORDING FOR AGENDA ITEM:**

Receive quotes for one new motor grader for the secondary road department

**ACTION REQUIRED:**

- Approve Ordinance       Approve Resolution       Approve Motion   
Public Hearing       Other: Informational       Attachments

**EXECUTIVE SUMMARY:**

The county annually takes bids for new equipment to maintain its fleet of road maintenance vehicles. The county is requesting quotations for one new all wheel drive motor grader for purchase.

**BACKGROUND:**

The county owns 21 motor graders. Twenty have territory assignments and one serves as a spare motor grader. Typically we update one or two motor graders per year. This year the motor grader replaces an aging machines in the Correctionville district.

**FINANCIAL IMPACT:**

The purchases are paid for with Woodbury County 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:**

Recommend that the board receive the quotes and allow the county engineer to examine the responsive quotes and recommend award at a later board meeting.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board accept the motor grader quotes and return them to the county engineer for an award recommendation.

# FY 2025 ARTICULATED AWD MOTORGRADER BID TABULATIONS

May 7, 2024

	Murphy Tractor 4900 Harbor Drive Sioux City, IA 51102	Ziegler Equipment 5300 Harbor Drive Sioux City, IA 51111
	#317	#317
Trade In Machine	John Deere 772G	John Deere 772G
Brand Name & Model		
Purchase Price of Machine		
Less Trade		
Net Price of Machine		

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

Date: 5/1/2024 Weekly Agenda Date: 5/7/2024

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

**WORDING FOR AGENDA ITEM:**

Receive quotes for a wheel loader for the secondary road department

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The county annually takes bids for new equipment to maintain its fleet of road maintenance vehicles. The county is requesting a quotation for one, new wheel loader for purchase.

**BACKGROUND:**

The county owns 9 wheel loaders that are used for material loading, minor grading and snow removal. This year the new loader replaces an aging Case loader for the Hornick district.

**FINANCIAL IMPACT:**

The project is paid for with Woodbury County 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:**

Recommend that the board receive the quotes and allow the county engineer to examine the responsive quotes and recommend award at a later board meeting.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board receive the wheel loader quotes and return them to the county engineer for an award recommendation.

**FY 2025 AWD Wheel Loader w/bucket, quick coupler**

May 7, 2024

	TranSource Truck & Equipment Inc. 901 E. 60th Street North Sioux Falls, SD 57104	Road Machinery & Supplies Co. 1400 N. Hwy 75 Sioux City, IA 51105	Murphy Tractor & Equipment 4900 Harbor Drive Sioux City, IA 51111	Titan Machinery 5601 Harbor Drive Sioux City, IA 51111
Trade In Machine	#526-2004 Case 821C	#526-2004 Case 821C	#526-2004 Case 821C	#526-2004 Case 821C
Brand Name & Model				
Purchase Price of Machine Less Trade #526				
Net Price Of Machine				
Outright purchase of #526				
Bid for Demolition Bucket & Grapple				
	Ziegler Cat 5300 Harbor Drive Sioux City, IA 51111	Rueter's 4730 S. York St. Sioux City, IA 51106	Mid Country Machinery P. O. Box 969 Sgt. Bluff, IA 51054	Diesel Machinery Inc. 4301 N. Cliff Ave. Sioux Falls, SD 57104
Trade In Machine	#526-2004 Case 821C	#526-2004 Case 821C	#526-2004 Case 821C	#526-2004 Case 821C
Brand Name & Model				
Purchase Price of Machine Less Trade #526				
Net Price Of Machine				
Outright purchase of #526				
Bid for Demolition Bucket & Grapple				

**NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET**  
 Fiscal Year July 1, 2024 - June 30, 2025  
 County Name: WOODBURY COUNTY County Number: 97

The County Board of Supervisors will conduct a public hearing on the proposed Fiscal Year County budget as follows:  
 Meeting Date: 5/7/2024 Meeting Time: 05:00 PM Meeting Location: Woodbury County Courthouse, Supervisor's Meeting Room, Lower Level.  
 At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the County Auditor. A copy of the supporting detail will be furnished upon request. County budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult [dom.iowa.gov/local-budget-appeals](http://dom.iowa.gov/local-budget-appeals)

Average annual percentage changes between "Actual" and "Budget" amounts for "Taxes Levied on Property", "Other County Taxes/ TIF Tax Revenues", and for each of the ten "Expenditure Classes" must be published. Expenditure classes proposing "Budget" amounts, but having no "Actual" amounts, are designated "NEW".

County Website (if available)  
[Woodburycountyia.gov](http://Woodburycountyia.gov)

County Telephone Number  
 (712) 234-2910

		Budget 2024/2025	Re-Est 2023/2024	Actual 2022/2023	AVG Annual % CHG
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>					
Taxes Levied on Property	1	40,746,607	38,769,995	37,764,354	3.87
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0	
Less: Credits to Taxpayers	3	1,010,000	1,439,124	1,492,416	
Net Current Property Taxes	4	39,736,607	37,330,871	36,271,938	
Delinquent Property Tax Revenue	5	12,200	16,000	5,145	
Penalties, Interest & Costs on Taxes	6	203,000	203,000	376,113	
Other County Taxes/TIF Tax Revenues	7	7,323,638	7,353,555	8,081,312	-4.80
Intergovernmental	8	13,606,399	11,786,326	25,757,489	
Licenses & Permits	9	55,050	369,230	74,990	
Charges for Service	10	2,125,310	2,169,000	2,964,547	
Use of Money & Property	11	1,083,300	1,483,000	1,369,799	
Miscellaneous	12	551,000	756,250	1,530,369	
Subtotal Revenues	13	64,696,504	61,467,232	76,431,702	
Other Financing Sources:					
General Long-Term Debt Proceeds	14	0	2,194,000	1,900,000	
Operating Transfers In	15	13,543,347	12,956,380	16,139,720	
Proceeds of Fixed Asset Sales	16	0	0	0	
Total Revenues & Other Sources	17	78,239,851	76,617,612	94,471,422	
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>					
Operating:					
Public Safety and Legal Services	18	29,672,174	24,596,043	20,416,561	20.55
Physical Health and Social Services	19	3,642,250	5,104,585	4,026,418	-4.89
County Environment and Education	21	3,647,723	3,588,626	3,032,644	9.67
Roads & Transportation	22	11,153,344	10,942,855	10,456,334	3.28
Government Services to Residents	23	2,951,383	3,004,699	2,534,535	7.91
Administration	24	9,121,618	8,385,627	9,097,308	0.13
Nonprogram Current	25	1,290,392	1,130,000	1,502,294	-7.32
Debt Service	26	7,301,764	7,320,950	7,154,791	1.02
Capital Projects	27	7,625,000	11,219,000	35,163,120	-53.43
Subtotal Expenditures	28	76,405,648	75,292,385	93,384,005	
Other Financing Uses:					
Operating Transfers Out	29	13,543,347	12,956,380	16,139,720	
Refunded Debt/Payments to Escrow	30	0	0	0	
Total Expenditures & Other Uses	31	89,948,995	88,248,765	109,523,725	
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses					
	32	-11,709,144	-11,631,153	-15,052,303	
Beginning Fund Balance - July 1,	33	26,403,118	38,034,271	53,086,574	
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0	
Fund Balance - Nonspendable	35	0	0	0	
Fund Balance - Restricted	36	4,632,712	5,394,684	25,033,110	
Fund Balance - Committed	37	0	0	0	
Fund Balance - Assigned	38	0	6,176,612	3,312,946	
Fund Balance - Unassigned	39	10,061,262	14,831,822	9,688,215	
Total Ending Fund Balance - June 30,	40	14,693,974	26,403,118	38,034,271	
Proposed property taxation by type:		Proposed tax rates per \$1,000 taxable valuation:			
Countywide Levies*:	37,565,929				
Rural Only Levies*:	3,180,678	Urban Areas:	7.11119		
Special District Levies*:	0	Rural Areas:	9.52409		
TIF Tax Revenues:	829,850	Any special district tax rates not included.			
Utility Replacement Excise Tax:	3,078,788				

Explanation of any significant items in the budget or additional virtual meeting information:  
 Increases in expenses for new LEC, increase property insurance, increase in county wages and benefits, increase in attorney fees and inflation factor on all expenses.

<b>COUNTY NAME:</b> WOODBURY COUNTY	<b>NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY</b> Fiscal Year July 1, 2024 - June 30, 2025	<b>COUNTY NUMBER:</b> 97
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The County Board of Supervisors will conduct a public hearing on the proposed Fiscal Year County tax asking as follows:

Meeting Date: 3/26/2024 Meeting Time: 04:00 PM Meeting Location: Board of Supervisor's Meeting Room in the Basement of The Courthouse located at 7th & Douglas Street.

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the Board will publish notice and hold a hearing on the proposed county budget.

County Website (if available)  
Woodburycountyia.gov

County Telephone Number  
(712) 234-2910

Iowa Department of Management	Current Year Certified Property Tax FY 2023/2024	Budget Year Effective Tax FY 2024/2025	Budget Year Proposed Tax FY 2024/2025
Taxable Valuations-General Services	4,939,258,946	5,217,306,644	5,217,306,644
Requested Tax Dollars-Countywide Rates	35,685,671	35,685,671	37,565,929
<b>Tax Rate-Countywide</b>	7.13499	6.83986	7.11119
Taxable Valuations-Rural Services	1,253,194,246	1,318,197,122	1,318,197,122
Requested Tax Dollars-Additional Rural Levies	3,084,324	3,084,324	3,180,678
<b>Tax Rate-Rural Additional</b>	2.46117	2.33980	2.41290
<b>Rural Total</b>	9.59616	9.17966	9.52409
<b>Tax Rate Comparison-Current VS. Proposed</b>			
Residential property with an Actual/Assessed Valuation of \$100,000	<b>Current Year Certified Property Tax FY 2023/2024</b>	<b>Budget Year Proposed Tax FY 2024/2025</b>	<b>Percent Change</b>
Urban Taxpayer	390	330	-15.38
Rural Taxpayer	524	441	-15.84
<b>Tax Rate Comparison-Current VS. Proposed</b>			
Commercial property with an Actual/Assessed Value of \$100,000	<b>Current Year Certified Property Tax FY 2023/2024</b>	<b>Budget Year Proposed Tax FY 2024/2025</b>	<b>Percent Change</b>
Urban Taxpayer	390	330	-15.38
Rural Taxpayer	524	441	-15.84

Reasons for tax increase if proposed exceeds the current:

Self Liability insurance funding in the amount of \$400,000, funding General Election in November in the amount of \$198,000, inflation increase at 3.2% , opening of new LEC Facility and wage increases both union and non-union.

**BUDGET SUMMARY**

REVENUES & OTHER FINANCING SOURCES	General	Special Revenue	TOTALS Budget 2024/2025 Capital Projects	Debt Service	Permanent	TOTALS Budget 2024/2025	TOTALS Re-Est 2023/2024	TOTALS Actual 2022/2023	
Taxes Levied on Property	1 33,149,463	3,180,678		4,416,466		40,746,607	38,769,995	37,764,354	1
Less: Uncollected Delinquent Taxes - Levy Year	2 0	0		0		0	0	0	2
Less: Credits to Taxpayers	3 850,000	160,000		0		1,010,000	1,439,124	1,492,416	3
Net Current Property Taxes	4 32,299,463	3,020,678		4,416,466		39,736,607	37,330,871	36,271,938	4
Delinquent Property Tax Revenue	5 12,000	200		0		12,200	16,000	5,145	5
Penalties, Interest & Costs on Taxes	6 203,000					203,000	203,000	376,113	6
Other County Taxes/TIF Tax Revenues	7 3,140,880	3,914,420	0	268,338	0	7,323,638	7,353,555	8,081,312	7
Intergovernmental	8 5,766,158	7,765,241	0	75,000	0	13,606,399	11,786,326	25,757,489	8
Licenses & Permits	9 2,050	53,000	0	0	0	55,050	369,230	74,990	9
Charges for Service	10 2,096,630	28,680	0	0	0	2,125,310	2,169,000	2,964,547	10
Use of Money & Property	11 1,003,000	300	0	80,000	0	1,083,300	1,483,000	1,369,799	11
Miscellaneous	12 477,500	73,500	0	0	0	551,000	756,250	1,530,369	12
Subtotal Revenues	13 45,000,681	14,856,019	0	4,839,804	0	64,696,504	61,467,232	76,431,702	13
Other Financing Sources:									
General Long-Term Debt Proceeds	14 0	0	0	0	0	0	2,194,000	1,900,000	14
Operating Transfers In	15 9,216,779	1,864,608	0	2,461,960	0	13,543,347	12,956,380	16,139,720	15
Proceeds of Fixed Asset Sales	16 0	0	0	0	0	0	0	0	16
Total Revenues & Other Sources	17 54,217,460	16,720,627	0	7,301,764	0	78,239,851	76,617,612	94,471,422	17
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>									
Operating:									
Public Safety and Legal Services	18 28,005,980	1,666,194			0	29,672,174	24,596,043	20,416,561	18
Physical Health and Social Services	19 3,642,250	0			0	3,642,250	5,104,585	4,026,418	19
County Environment and Education	21 2,471,967	1,175,756			0	3,647,723	3,588,626	3,032,644	21
Roads & Transportation	22 0	11,153,344			0	11,153,344	10,942,855	10,456,334	22
Government Services to Residents	23 2,743,228	208,155			0	2,951,383	3,004,699	2,534,535	23
Administration	24 9,081,618	40,000			0	9,121,618	8,385,627	9,097,308	24
Nonprogram Current	25 1,055,392	235,000			0	1,290,392	1,130,000	1,502,294	25
Debt Service	26 0	0		7,301,764	0	7,301,764	7,320,950	7,154,791	26
Capital Projects	27 0	7,625,000	0		0	7,625,000	11,219,000	35,163,120	27
Subtotal Expenditures	28 47,000,435	22,103,449	0	7,301,764	0	76,405,648	75,292,385	93,384,005	28
Other Financing Uses:									
Operating Transfers Out	29 10,493,689	3,049,658	0	0	0	13,543,347	12,956,380	16,139,720	29
Refunded Debt/Payments to Escrow	30 0	0	0	0	0	0	0	0	30
Total Expenditures & Other Uses	31 57,494,124	25,153,107	0	7,301,764	0	89,948,995	88,248,765	109,523,725	31
<b>Excess of Revenues &amp; Other Sources over (under) Expenditures &amp; Other Uses</b>	32 -3,276,664	-8,432,480	0	0	0	-11,709,144	-11,631,153	-15,052,303	32
Beginning Fund Balance - July 1, 2024	33 15,548,241	10,729,877	0	125,000	0	26,403,118	38,034,271	53,086,574	33
Increase (Decrease) in Reserves (GAAP Budgeting)	34 0	0	0	0	0	0	0	0	34
Fund Balance - Nonspendable	35 0	0	0	0	0	0	0	0	35
Fund Balance - Restricted	36 1,728,429	2,779,283	0	125,000	0	4,632,712	5,394,684	25,033,110	36
Fund Balance - Committed	37 0	0	0	0	0	0	0	0	37
Fund Balance - Assigned	38 0	0	0	0	0	0	6,176,612	3,312,946	38
Fund Balance - Unassigned	39 10,543,148	-481,886	0	0	0	10,061,262	14,831,822	9,688,215	39
Total Ending Fund Balance - June 30,	40 12,271,577	2,297,397	0	125,000	0	14,693,974	26,403,118	38,034,271	40

Proposed tax rate per \$1,000 valuation for County purposes: 7.11119 urban areas; 9.52409 rural areas; Any special district rates excluded.



ADOPTION OF BUDGET & CERTIFICATION OF TAXES  
Fiscal Year July 1, 2024 - June 30, 2025

County Number: 97 County Name: WOODBURY COUNTY Date Adopted: (entered upon adoption)

At the meeting of the Board of Supervisors of this County, held after the public hearing as required by law, on the date specified above and to the right, the proposed budget for the fiscal year listed above was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this County. By signing, the County confirms it has fully complied with all postings and publications required per 24.2A and 331.434. There is attached a Long-Term Debt Schedule (Form 703) for the debt service needs, if any.

Note: Utility Tax Replacements are estimated by subtracting the amounts produced in Column T from the amounts entered in Column P. The software performs this calculation and places the budget-year estimated Utility Tax Replacement amounts on line 11 of the Revenues Detail sheet.

Budget Basis  
GAAP

GENERAL BASIC FUND LEVY CALCULATION

	GBFL Max Rate	GBFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	3.89354	20,569,910	5,283,087,945	5.46
	Limitation Percentage			
	2			
	GBFL Max Rate	GBFL Max Dollars	Revenue Growth %	
Max Allowed GBFL for FY 2025	3.81720	21,267,815	3.39	

RURAL BASIC FUND LEVY CALCULATION

	RBFL Max Rate	RBFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	2.46117	3,652,680	1,484,125,729	4.45
	Limitation Percentage			
	2			
	RBFL Max Rate	RBFL Max Dollars	Revenue Growth %	
Max Allowed RBFL for FY 2025	2.41291	3,740,259	2.40	

		UTILITY REPLACEMENT AND PROPERTY TAX DOLLARS	VALUATION WITH GAS & ELEC UTILITIES	LEVY RATE	VALUATION WITHOUT GAS & ELEC UTILITIES	PROPERTY TAXES LEVIED
<b>A. Countywide Levies:</b>	1		5,571,574,739		5,217,306,644	
General Basic	2	21,274,420		3.81839		19,921,712
+ Cemetery (Pioneer - 331.424B)	3					0
= Total for General Basic	4	21,274,420				19,921,712
Emerg Mgmt Dollars Included Above in Gen Basic-Info Only for Tax Statement	5					0
General Supplemental	6	14,125,923		2.53536		13,227,751
Emerg Mgmt Dollars Included Above in Gen Supp-Info Only for Tax Statement	7					0
Debt Service (from Form 703 col. I Countywide total)	9	4,684,804	6,185,048,478	0.75744	5,830,780,383	4,416,466
Voted Emergency Medical Services (Countywide)	10					0
Other	11					0
Subtotal Countywide (A)	12	40,085,147		7.11119		37,565,929
<b>B. All Rural Services Only Levies:</b>	13		1,550,102,923		1,318,197,122	
Rural Services Basic	14	3,740,248		2.41290		3,180,678
Rural Services Supplemental	16					0
Unified Law Enforcement	17					0
Other	18					0
Other	19					0
Subtotal All Rural Services Only (B)	20	3,740,248		2.41290		3,180,678
Subtotal Countywide/All Rural Services (A + B)	21	43,825,395		9.52409		40,746,607
<b>C. Special District Levies:</b>						
Flood & Erosion	22			0.00000		0
Voted Emergency Medical Services (partial county)	23			0.00000		0
Other	24	0		0.00000		0
Other	25			0.00000		0
Other	26			0.00000		0
Township ES Levies (Summary from Form 638-RE)	27	0	0		0	0
Subtotal Special Districts (C)	28	0				0
GRAND TOTAL (A + B + C)	29	43,825,395				40,746,607

TOWNSHIP EMERGENCY SERVICES LEVIES

TOWNSHIP NAME	RECORD KEY	UTILITY Replacement AND PROPERTY TAX DOLLARS	VALUATION WITH GAS & ELEC UTILITIES	LEVY RATE	VALUATION WITHOUT GAS & ELEC UTILITIES	PROPERTY TAXES LEVIED
	1			0		0
	2			0		0
	3			0		0
	4			0		0
	5			0		0
	6			0		0
	7			0		0
	8			0		0
	9			0		0
	10			0		0
	11			0		0
	12			0		0
	13			0		0
	14			0		0
	15			0		0
	16			0		0
	17			0		0
	18			0		0
	19			0		0
	20			0		0
	21			0		0
	22			0		0
	23			0		0
	24			0		0
	25			0		0
	26			0		0
	27			0		0
	28			0		0
	29			0		0
	30	0	0		0	0

REVENUES DETAIL

County Name: WOODBURY COUNTY

County No: 97

		GENERAL FUND			SPECIAL REVENUE FUNDS						TOTALS				
		General Basic	General Supplemental	General Other	Rural Services Basic	Rural Services Supplemental	Secondary Roads	Other	All Capital Projects	All Debt Service	All Permanent	Budget 2024/2025	Re-Est 2023/2024		Actual 2022/2023
<b>TAXED LEVIED ON PROPERTY</b>	1	19,921,712	13,227,751		3,180,678	0		0				40,746,607	38,769,995	37,764,354	1
Less: Uncoll: Del. Taxes Levy Year	2											0			2
Less: Credits to Taxpayers	3	850,000			160,000							1,010,000	1,439,124	1,492,416	3
1000 Net Current Property Taxes	4	19,071,712	13,227,751		3,020,678	0		0				39,736,607	37,330,871	36,271,938	4
1010 Delinq. Property Tax Revenue	5	12,000			200							12,200	16,000	5,145	5
11XX Penalties, Int. & Costs on Taxes	6	203,000										203,000	203,000	376,113	6
<b>OTHER COUNTY TAXES/TIF REVENUES</b>															
12XX Other County Taxes	7	15,000										15,000	27,000	60,211	7
13XX Voter Approved Local Option Taxes	8			625,000			2,525,000					3,150,000	3,093,706	3,400,846	8
14XX Gambling Taxes	9			250,000								250,000	525,000	512,761	9
15XX TIF Tax Revenues	10							829,850				829,850	686,250	1,195,579	10
16XX Utility Tax Replacement Excise Taxes	11	1,352,708	898,172		559,570	0		0		268,338		3,078,788	3,021,599	2,911,915	11
17XX Taxes Collected for Other Governments	11B											0			11B
Subtotal	12	1,367,708	898,172	875,000	559,570	0	2,525,000	829,850	0	268,338	0	7,323,638	7,353,555	8,081,312	12
<b>INTERGOVERNMENTAL REVENUE</b>															
20XX State Shared Revenues	13	28,000					5,864,852					5,892,852	5,718,152	6,860,761	13
21XX State Replacements Against Levied Taxes	14	850,000			160,000							1,010,000	1,483,250	1,494,140	14
22XX Other State Tax Replacements	15	240,000	160,000		45,000					75,000		520,000	745,993	904,177	15
23XX, 24XX State/Federal Pass-Thru Revenues	16	385,411			5,000		800,000					1,190,411	516,840	483,032	16
25XX Contributions from Other Intergovernmental Units	17	3,323,000	475,000	304,747				43,962				4,146,709	2,502,538	2,434,825	17
26XX, 27XX State Grants and Entitlements	18						812,492	33,935				846,427	801,553	119,461	18
28XX Federal Grants and Entitlements	19											0	18,000	13,461,093	19
29XX Payments in Lieu of Taxes	20											0			20
Subtotal (lines 13 - 20)	21	4,826,411	635,000	304,747	210,000	0	7,477,344	77,897	0	75,000	0	13,606,399	11,786,326	25,757,489	21
33XX Licenses & Permits	22	2,050			18,000		35,000					55,050	369,230	74,990	22
4XXX, 5XXX Charges for Service	23	2,032,530	64,100		2,680			26,000				2,125,310	2,169,000	2,964,547	23
6XXX Use of Money & Property	24	1,003,000						300		80,000		1,083,300	1,483,000	1,369,799	24
8XXX Miscellaneous	25	476,000	1,500				20,000	53,500				551,000	756,250	1,530,369	25
Total Revenues	26	28,994,411	14,826,523	1,179,747	3,811,128	0	10,057,344	987,547	0	4,839,804	0	64,696,504	61,467,232	76,431,702	26
<b>OTHER FINANCING SOURCES OPERATING TRANSFERS IN</b>															
9000 From General Basic	27		1,200,000									1,200,000	166,093	154,468	27
9020 From Rural Services Basic	28						1,732,000					1,732,000	2,084,707	2,413,014	28
90xx From Other Budgetary Funds	29	7,716,779	300,000		39,000			93,608		2,461,960		10,611,347	10,705,580	13,572,238	29
Subtotal (lines 27- 29)	30	7,716,779	1,500,000	0	39,000	0	1,732,000	93,608	0	2,461,960	0	13,543,347	12,956,380	16,139,720	30
91XX Proceeds/Gen Long-Term Debt	31											0	2,194,000	1,900,000	31
92XX Proceeds/Gen Capital Asset Sales	32											0			32
Total Revenues and Other Sources	33	36,711,190	16,326,523	1,179,747	3,850,128	0	11,789,344	1,081,155	0	7,301,764	0	78,239,851	76,617,612	94,471,422	33
Beginning Fund Balance - July 1, NaN	34	12,936,000	1,016,895	1,595,346	950,282		9,133,016	646,579	0	125,000		26,403,118	38,034,271	53,086,574	34
Total Resources	35	49,647,190	17,343,418	2,775,093	4,800,410	0	20,922,360	1,727,734	0	7,426,764	0	104,642,969	114,651,883	147,557,996	35
Loss on Nonreplaced Credits Against Levied Taxes	36	0	0	0	0	0	0	0	0	0	0	0	44,126	1,724	36

PUBLIC SAFETY AND LEGAL SERVICES  
 County Name: WOODBURY COUNTY  
 County No: 97

	GENERAL FUND			SPECIAL REVENUE FUNDS					TOTALS				
		General Basic	General Supplemental	General Other	Rural Services Basic	Rural Services Supplemental	Secondary Roads	Other	All Permanent	Budget 2024/2025	Re-estimated 2023/2024		Actual 2022/2023
<b>LAW ENFORCEMENT PROGRAM</b>													
1000 - Uniformed Patrol Services	1	1,999,151			1,250,447					3,249,598	3,071,507	2,737,451	1
1010 - Investigations	2	761,016								761,016	628,939	577,238	2
1020 - Unified Law Enforcement	3									0			3
1030 - Contract Law Enforcement	4									0			4
1040 - Law Enforcement Communications	5	676,321								676,321	656,916		5
1050 - Adult Correctional Services	6	11,000,453								11,000,453	10,137,595	8,261,913	6
1060 - Administration	7	2,393,410		740,913				240,342		3,374,665	2,574,561	2,084,193	7
Subtotal	8	16,830,351	0	740,913	1,250,447	0	0	240,342	0	19,062,053	17,069,518	13,660,795	8
<b>LEGAL SERVICES PROGRAM</b>													
1100 - Criminal Prosecution	9	2,944,331						175,405		3,119,736	2,802,535	2,391,114	9
1110 - Medical Examiner	10	251,000								251,000	246,000	270,116	10
1120 - Child Support Recovery	11									0			11
Subtotal	12	3,195,331	0	0	0	0	0	175,405	0	3,370,736	3,048,535	2,661,230	12
<b>EMERGENCY SERVICES</b>													
1200 - Ambulance Services	13		1,084,211							1,084,211	1,025,494	998,152	13
1210 - Emergency Management	14		212,849							212,849	150,357	144,601	14
1220 - Fire Protection & Rescue Services	15									0			15
1230 - E911 Service Board	16		106,480							106,480	95,232	92,356	16
Subtotal	17	0	1,403,540	0	0	0	0	0	0	1,403,540	1,271,083	1,235,109	17
<b>ASSISTANCE TO DISTRICT COURT SYSTEM PROGRAM</b>													
1400 - Physical Operations	18		29,750							29,750	30,750	24,477	18
1410 - Research & Other Assistance	19									0			19
1420 - Bailiff Services	20		769,667							769,667	1,415,005	317,827	20
Subtotal	21	0	799,417	0	0	0	0	0	0	799,417	1,445,755	342,304	21
<b>COURT PROCEEDINGS PROGRAM</b>													
1500 - Juries & Witnesses	22		60,500							60,500	64,500	56,756	22
1510 - (Reserved)	23												23
1520 - Detention Services	24		3,235,157							3,235,157		894,360	24
1530 - Court Costs	25									0			25
1540 - Service of Civil Papers	26	728,347								728,347	728,106	682,331	26
Subtotal	27	728,347	3,295,657	0	0	0	0	0	0	4,024,004	792,606	1,633,447	27
<b>JUVENILE JUSTICE ADMINISTRATION PROGRAM</b>													
1600 - Juvenile Victim Restitution	28									0			28
1610 - Juvenile Representation Services	29	637,424								637,424	623,546	557,336	29
1620 - Court-Appointed Attorneys & Court Costs for Juveniles	30		375,000							375,000	345,000	326,340	30
Subtotal	31	637,424	375,000	0	0	0	0	0	0	1,012,424	968,546	883,676	31
<b>Total - Public Safety &amp; Legal Services</b>	<b>32</b>	<b>21,391,453</b>	<b>5,873,614</b>	<b>740,913</b>	<b>1,250,447</b>	<b>0</b>	<b>0</b>	<b>415,747</b>	<b>0</b>	<b>29,672,174</b>	<b>24,596,043</b>	<b>20,416,561</b>	<b>32</b>

PHYSICAL HEALTH & SOCIAL SERVICES

County Name: WOODBURY COUNTY

County No: 97

	GENERAL FUND			SPECIAL REVENUE FUNDS						TOTALS		
		General Basic	General Supplemental	General Other	Rural Services Basic	Rural Services Supplemental	Secondary Roads	Other	All Permanent	Budget 2024/2025	Re-estimated 2023/2024	Actual 2022/2023
<b>PHYSICAL HEALTH SERVICES PROGRAM</b>												
3000 - Personal & Family Health Services	1									0		1
3010 - Communicable Disease Prevention & Control Services	2									0		2
3020 - Environmental Health	3									0		3
3040 - Health Administration	4	3,021,352								3,021,352	2,351,315	1,303,778
3050 - Support of Hospitals	5									0		5
Subtotal	6	3,021,352	0	0	0	0	0	0	0	3,021,352	2,351,315	1,303,778
<b>SERVICES TO POOR PROGRAM</b>												
3100 - Administration	7	134,850								134,850	134,950	133,710
3110 - General Welfare Services	8	75,000								75,000	75,000	75,251
3120 - Care in County Care Facility	9									0		9
Subtotal	10	209,850	0	0	0	0	0	0	0	209,850	209,950	208,961
<b>SERVICES TO MILITARY VETERANS PROGRAM</b>												
3200 - Administration	11	278,248								278,248	283,444	268,422
3210 - General Services to Veterans	12	32,800								32,800	40,000	34,144
Subtotal	13	311,048	0	0	0	0	0	0	0	311,048	323,444	302,566
<b>CHILDREN'S &amp; FAMILY SERVICES PROGRAM</b>												
3300 - Youth Guidance	14									0	2,119,876	2,105,737
3310 - Family Protective Services	15		100,000							100,000	100,000	105,376
3320 - Services for Disabled Children	16									0		16
Subtotal	17	0	100,000	0	0	0	0	0	0	100,000	2,219,876	2,211,113
<b>SERVICES TO OTHER ADULTS PROGRAM</b>												
3400 - Services to the Elderly	18									0		18
3410 - Other Social Services	19									0		19
3420 - Social Services Business Operations	20									0		20
Subtotal	21	0	0	0	0	0	0	0	0	0	0	21
<b>CHEMICAL DEPENDENCY PROGRAM</b>												
3500 - Treatment Services	22									0		22
3510 - Preventive Services	23									0		23
3520 - Opioid Litigation Settlement	24									0		24
Subtotal	25	0	0	0	0	0	0	0	0	0	0	25
<b>TOTAL-PHYSICAL HEALTH &amp; SOCIAL SERVICES</b>	<b>26</b>	<b>3,542,250</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,642,250</b>	<b>5,104,585</b>	<b>4,026,418</b>

MENTAL HEALTH, INTELLECTUAL DISABILITY & DEVELOPMENTAL DISABILITIES

County Name: WOODBURY COUNTY

County No: 97

		TOTALS	
			Actual 2022/2023
<b>SERVICES TO PERSONS WITH:</b>			
<b>40XX - MENTAL HEALTH PROBLEMS MENTAL ILLNESS</b>			
400X - Information & Education Services	1		1
402X - Coordination Services	2		2
403X- Personal & Environ. Sprt	3		3
404X-Treatment Services	4		4
405X-Vocational & Day Services	5		5
406X-Lic/Cert. Living Arrangements	6		6
407X - Inst/Hospital & Commit Services	7		7
Subtotal	8	0	8
<b>42XX - INTELLECTUAL DISABILITY</b>			
420X - Information & Education Services	9		9
422X - Coordination Services	10		10
423X- Personal & Environ. Sprt	11		11
424X-Treatment Services	12		12
425X-Vocational & Day Services	13		13
426X-Lic/Cert. Living Arrangements	14		14
427X - Inst/Hospital & Commit Services	15		15
Subtotal	16	0	16
<b>43XX - OTHER DEVELOPMENTAL DISABILITIES</b>			
430X - Information & Education Services	17		17
432X - Coordination Services	18		18
433X- Personal & Environ. Sprt	19		19
434X-Treatment Services	20		20
435X-Vocational & Day Services	21		21
436X-Lic/Cert. Living Arrangements	22		22
437X - Inst/Hospital & Commit Services	23		23
Subtotal	24	0	24
<b>44XX - GENERAL ADMINISTRATION</b>			
4411-Direct Administration	25		25
4412-Purchased Administration	26		26
4413-Distrib to Regional Fiscal Agent	27		27
Subtotal	28	0	28
<b>45XX - COUNTY PRVD CASE MGMT</b>			
Subtotal	29		29
<b>46XX - COUNTY PRVD SERVICES</b>			
Subtotal	30		30
<b>47XX - BRAIN INJURY</b>			
470X - Information & Education Services	31		31
472X - Coordination Services	32		32
473X- Personal & Environ. Sprt	33		33
474X-Treatment Services	34		34
475X-Vocational & Day Services	35		35
476X-Lic/Cert. Living Arrangements	36		36
477X - Inst/Hospital & Commit Services	37		37
Subtotal	38	0	38
<b>Total - Mental Health, ID &amp; DD</b>	<b>39</b>	<b>0</b>	<b>39</b>

COUNTY ENVIRONMENT AND EDUCATION

County Name: WOODBURY COUNTY

County No: 97

	GENERAL FUND			SPECIAL REVENUE FUNDS						TOTALS			
	General Basic	General Supplemental	General Other	Rural Services Basic	Rural Services Supplemental	Secondary Roads	Other	All Permanent	Budget 2024/2025	Re-estimated 2023/2024	Actual 2022/2023		
<b>ENVIRONMENTAL QUALITY PROGRAM</b>													
6000 - Natural Resources Conservation	1			39,000					39,000	39,000	39,000	1	
6010 - Weed Eradication	2			110,752					110,752	112,526	102,514	2	
6020 - Solid Waste Disposal	3			205,277					205,277	220,036	202,092	3	
6030 - Environmental Restoration	4								0			4	
Subtotal	5	0	0	355,029	0	0	0	0	355,029	371,562	343,606	5	
<b>CONSERVATION &amp; RECREATION SERVICES PROGRAM</b>													
6100 - Administration	6	701,752					351,528		1,053,280	932,441	702,946	6	
6110 - Maintenance & Operations	7	1,333,139							1,333,139	1,302,213	1,169,735	7	
6120 - Recreation & Environmental Educ.	8	437,076							437,076	517,759	393,996	8	
Subtotal	9	2,471,967	0	0	0	0	351,528	0	2,823,495	2,752,413	2,266,677	9	
<b>ANIMAL CONTROL PROGRAM</b>													
6200 - Animal Shelter	10			9,527					9,527	9,527	9,484	10	
6210 - Animal Bounties & State Apiarist Expenses	11								0			11	
Subtotal	12	0	0	9,527	0	0	0	0	9,527	9,527	9,484	12	
<b>COUNTY DEVELOPMENT PROGRAM</b>													
6300 - Land Use & Building Controls	13			184,532					184,532	181,604	165,462	13	
6310 - Housing Rehabilitation & Develop.	14								0			14	
6320 - Community Economic Development	15								0			15	
Subtotal	16	0	0	184,532	0	0	0	0	184,532	181,604	165,462	16	
<b>EDUCATIONAL SERVICES PROGRAM</b>													
6400 - Libraries	17						275,140		275,140	273,520	247,415	17	
6410 - Historic Preservation	18								0			18	
6420 - Fair & 4-H Clubs	19								0			19	
6430 - Fairgrounds	20								0			20	
6440 - Memorial Halls	21								0			21	
6450 - Other Educational Services	22								0			22	
Subtotal	23	0	0	0	0	0	275,140	0	275,140	273,520	247,415	23	
<b>PRESIDENT OR GOVERNOR DECLARED DISASTERS PROGRAM</b>													
6500 - Property	24								0			24	
6510 - Buildings	25								0			25	
6520 - Equipment	26								0			26	
6530 - Public Facilities	27								0			27	
Subtotal	28	0	0	0	0	0	0	0	0	0	0	28	
<b>Total - County Environment and Education</b>	<b>29</b>	<b>2,471,967</b>	<b>0</b>	<b>0</b>	<b>549,088</b>	<b>0</b>	<b>626,668</b>	<b>0</b>	<b>3,647,723</b>	<b>3,588,626</b>	<b>3,032,644</b>	<b>29</b>	

ROADS & TRANSPORTATION  
 County Name: WOODBURY COUNTY  
 County No: 97

	GENERAL FUND				SPECIAL REVENUE FUNDS					TOTALS			
		General Basic	General Supplemental	General Other	Rural Services Basic	Rural Services Supplemental	Secondary Roads	Other	All Permanent	Budget 2024/2025	Re-estimated 2023/2024	Actual 2022/2023	
<b>SECONDARY ROADS ADMINISTRATION &amp; ENGINEERING PROGRAM</b>													
7000 - Administration	1						22,200			22,200	15,500	9,823	1
7010 - Engineering	2						1,354,373			1,354,373	1,269,347	1,179,342	2
Subtotal	3	0	0	0	0	0	1,376,573	0	0	1,376,573	1,284,847	1,189,165	3
<b>ROADWAY MAINTENANCE PROGRAM</b>													
7100 - Bridges & Culverts	4						310,000			310,000	290,000	167,246	4
7110 - Roads	5						5,557,271			5,557,271	5,369,508	5,047,014	5
7120 - Snow & Ice Control	6									0			6
7130 - Traffic Controls	7						295,000			295,000	295,000	186,765	7
7140 - Road Clearing	8									0			8
Subtotal	9	0	0	0	0	0	6,162,271	0	0	6,162,271	5,954,508	5,401,025	9
<b>GENERAL ROADWAY EXPENDITURES PROGRAM</b>													
7200 - New Equipment	10						1,252,000			1,252,000	1,360,000	1,478,267	10
7210 - Equipment Operations	11						1,918,500			1,918,500	2,043,000	2,210,029	11
7220 - Tools, Materials & Supplies	12						159,000			159,000	145,000	93,317	12
7230 - Real Estate & Buildings	13						285,000			285,000	155,500	84,531	13
Subtotal	14	0	0	0	0	0	3,614,500	0	0	3,614,500	3,703,500	3,866,144	14
<b>MASS TRANSIT PROGRAM</b>													
7300 - Air Transportation	15									0			15
7310 - Ground Transportation	16									0			16
Subtotal	17	0	0	0	0	0	0	0	0	0	0	0	17
<b>Total - Roads &amp; Transportation</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,153,344</b>	<b>0</b>	<b>0</b>	<b>11,153,344</b>	<b>10,942,855</b>	<b>10,456,334</b>	<b>18</b>



GOVERNMENT SERVICES TO RESIDENTS

County Name: WOODBURY COUNTY

County No: 97

	GENERAL FUND			SPECIAL REVENUE FUNDS					TOTALS			
	General Basic	General Supplemental	General Other	Rural Services Basic	Rural Services Supplemental	Secondary Roads	Other	All Permanent	Budget 2024/2025	Re-estimated 2023/2024	Actual 2022/2023	
<b>REPRESENTATION SERVICES PROGRAM</b>												
8000 - Elections Administration	1		450,483						450,483	492,687	1,716,440	1
8010 - Local Elections	2		208,513						208,513	139,770		2
8020 - Township Officials	3			5,000					5,000	5,000	4,111	3
Subtotal	4	0	658,996	0	5,000	0	0	0	663,996	637,457	1,720,551	4
<b>STATE ADMINISTRATIVE SERVICES</b>												
8100 - Motor Vehicle Registrations& Licensing	5	1,254,027							1,254,027	1,334,678	5,832	5
8101 - Driver Licenses Services	6								0			6
8110 - Recording of Public Documents	7	830,205					203,155		1,033,360	1,032,564	808,152	7
Subtotal	8	2,084,232	0	0	0	0	203,155	0	2,287,387	2,367,242	813,984	8
<b>Total - Government Services to Residents</b>	9	2,084,232	658,996	0	5,000	0	203,155	0	2,951,383	3,004,699	2,534,535	9

ADMINISTRATION  
 County Name: WOODBURY COUNTY  
 County No: 97

	GENERAL FUND			SPECIAL REVENUE FUNDS					TOTALS			
		General Basic	General Supplemental	General Other	Rural Services Basic	Rural Services Supplemental	Secondary Roads	Other	All Permanent	Budget 2024/2025	Re-estimated 2023/2024	Actual 2022/2023
<b>POLICY &amp; ADMINISTRATION PROGRAM</b>												
9000 - General County Management	1	891,442								891,442	1,481,163	2,240,392
9010 - Administrative Management Services	2	452,899								452,899	440,599	804,611
9020 - Treasury Management Services	3	639,262								639,262	620,431	546,945
9030 - Other Policy & Administration	4	551,280								551,280	524,310	511,236
9040 - Reimbursable MHDS Direct Expenses	5			304,747						304,747		251,898
Subtotal	6	2,534,883	0	304,747	0	0	0	0	0	2,839,630	3,066,503	4,355,082
<b>CENTRAL SERVICES PROGRAM</b>												
9100 - General Services	7	3,217,886								3,217,886	2,847,824	2,418,638
9110 - Information Tech Services	8	1,624,102						40,000		1,664,102	1,471,300	1,423,588
9120 - GIS Systems	9									0		
Subtotal	10	4,841,988	0	0	0	0	0	40,000	0	4,881,988	4,319,124	3,842,226
<b>RISK MANAGEMENT SERVICES PROGRAM</b>												
9200 - Tort Liability	11		1,400,000							1,400,000	1,000,000	900,000
9210 - Safety of Workplace	12									0		
9220 - Fidelity of Public Officers	13									0		
9230 - Unemployment Compensation	14									0		
Subtotal	15	0	1,400,000	0	0	0	0	0	0	1,400,000	1,000,000	900,000
<b>Total - Administration</b>	16	7,376,871	1,400,000	304,747	0	0	0	40,000	0	9,121,618	8,385,627	9,097,308

NONPROGRAM EXPENDITURES, DISBURSEMENTS AND OTHER FINANCING USES

County Name: WOODBURY COUNTY

County No: 97

	GENERAL FUND			SPECIAL REVENUE FUNDS								TOTALS		
	General Basic	General Supplemental	General Other	Rural Services Basic	Rural Services Supplemental	Secondary Roads	Other	All Capital Projects	All Debt Service	All Permanent	Budget 2024/2025	Re-estimated 2023/2024	Actual 2022/2023	
<b>NONPROGRAM CURRENT EXPENDITURES</b>														
0010 - County Farm Operations	1										0		1	
0020 - Interest on Short-Term Debt	2										0		2	
0030 - Other Nonprogram Current	3	700,000		355,392	235,000						1,290,392	1,130,000	1,502,294	
0040 - Other County Enterprises	4										0		4	
Total - Nonprogram Current	5	700,000	0	355,392	235,000	0	0	0	0	1,290,392	1,130,000	1,502,294	5	
<b>LONG-TERM DEBT SERVICE</b>														
0100 - Principal	6								6,875,293		6,875,293	6,837,339	4,320,304	
0110 - Interest and Fiscal Charges	7								426,471		426,471	483,611	2,834,487	
Total Long-term Debt Service	8	0	0	0	0	0	0	0	7,301,764	0	7,301,764	7,320,950	7,154,791	
<b>CAPITAL PROJECTS</b>														
0200 - Roadway Construction	9					7,625,000					7,625,000	9,025,000	2,033,526	
0210 - Conservation Land Acquisition & Dev.	10										0		10	
0220 - Other Capital Projects	11							0			0	2,194,000	33,129,594	
Total Capital Projects	12	0	0	0	0	7,625,000	0	0	0	0	7,625,000	11,219,000	35,163,120	
<b>EXPENDITURES SUMMARY</b>														
Total Public Safety and Legal Services	13	21,391,453	5,873,614	740,913	1,250,447	0	0	415,747		0	29,672,174	24,596,043	20,416,561	
Total Physical Health and Social Services	14	3,542,250	100,000	0	0	0	0	0		0	3,642,250	5,104,585	4,026,418	
Total County Environment and Education	16	2,471,967	0	0	549,088	0	0	626,668		0	3,647,723	3,588,626	3,032,644	
Total Roads & Transportation	17	0	0	0	0	0	11,153,344	0		0	11,153,344	10,942,855	10,456,334	
Total Government Services to Residents	18	2,084,232	658,996	0	5,000	0	0	203,155		0	2,951,383	3,004,699	2,534,535	
Total Administration	19	7,376,871	1,400,000	304,747	0	0	0	40,000		0	9,121,618	8,385,627	9,097,308	
Total Nonprogram Current	20	700,000	0	355,392	235,000	0	0	0		0	1,290,392	1,130,000	1,502,294	
Total Long-Term Debt Service	21	0	0	0	0	0	0	0	7,301,764	0	7,301,764	7,320,950	7,154,791	
Total Capital Projects	22	0	0	0	0	0	7,625,000	0	0	0	7,625,000	11,219,000	35,163,120	
Total - All Expenditures	23	37,566,773	8,032,610	1,401,052	2,039,535	0	18,778,344	1,285,570	0	7,301,764	76,405,648	75,292,385	93,384,005	
<b>OTHER BUDGETARY FINANCING USES</b>														
<b>OPERATING TRANSFERS OUT</b>														
To General Supplemental	24	1,200,000									1,200,000		24	
To Rural Services Supplemental	25										0		25	
To Secondary Roads	26				1,732,000						1,732,000	1,732,500	1,611,000	
To Other Budgetary Funds	27	872,310	7,582,379	839,000	93,608		300,000	924,050			10,611,347	11,223,880	14,528,720	
Total Operating Transfers Out	28	2,072,310	7,582,379	839,000	1,825,608	0	300,000	924,050	0	0	13,543,347	12,956,380	16,139,720	
<b>REFUNDED DEBT/PAYMENTS TO ESCROW</b>	29										0		29	
Increase (Decrease) In Reserves	30										0		30	
Fund Balance - Nonspendable	31										0		31	
Fund Balance - Restricted	32		1,728,429		935,267		1,844,016			125,000	4,632,712	5,394,684	25,033,110	
Fund Balance - Committed	33										0		33	
Fund Balance - Assigned	34										0	6,176,612	3,312,946	
Fund Balance - Unassigned	35	10,008,107	0	535,041	0	0	-481,886	0	0	0	10,061,262	14,831,822	9,688,215	
Total Ending Fund Balance - June 30,	36	10,008,107	1,728,429	535,041	935,267	0	1,844,016	-481,886	0	125,000	14,693,974	26,403,118	38,034,271	
<b>Total Requirements</b>	37	49,647,190	17,343,418	2,775,093	4,800,410	0	20,922,360	1,727,734	0	7,426,764	104,642,969	114,651,883	147,557,996	

LONG TERM DEBT SCHEDULE

This area, lines 1 through 20, is for Countywide Debt Service									
Project Name		Amount of Issue	Debt Resolution Number	Principal Due 2024/2025	Interest Due 2024/2025	Bond Registration Due 2024/2025	TOTAL OBLIGATION Due 2024/2025	Amount Paid by Other Funds & Debt Service Fund Balance	Current Year Utility Replacement & Debt Service Taxes
FY 17 Capital Loan Note	1	3,717,404	# 12581	371,740	22,193		393,933	80,000	313,933
FY 17 (Intake) Capital Loan Note	2	1,000,000	# 12581	100,000	5,970		105,970		105,970
FY 20 Capital Loan Note	3	900,000	# 12990	180,000	2,502		182,502		182,502
FY 21 Capital Loan Note	4	1,800,000	# 13190	360,000	6,048		366,048		366,048
FY 22 Secondary Road Project - TIF	5	10,000,000	#13220	820,000	269,650		1,089,650	1,089,650	0
FY 22 Capital Loan Note	6	2,416,000	#13416	483,200	31,311		514,511	75,000	439,511
FY 23 Capital Loan Note	7	1,900,000	#13070	380,000	54,264		434,264		434,264
FY 23 Lease Agreement	8		#13070	4,020,353			4,020,353	1,372,310	2,648,043
FY 24 Capital Loan Note	9	800,000		160,000	34,533		194,533		194,533
	10						0		0
	11						0		0
	12						0		0
	13						0		0
	14						0		0
	15						0		0
	16						0		0
	17						0		0
	18						0		0
	19						0		0
	20						0		0
<b>TOTALS FOR COUNTYWIDE DEBT SERVICE:</b>				6,875,293	426,471	0	7,301,764	2,616,960	4,684,804
This area, lines 21 through 25, is for Partial County Debt Service Only -- Such as for Special Assessment District Debt Service									
	21								0
	22								0
	23								0
	24								0
	25								0
<b>TOTALS FOR PARTIAL COUNTY DEBT SERVICE:</b>								0	0

NOTICE OF PUBLIC HEARING THE BOARD OF SUPERVISORS INTENDS TO LEVY GENERAL BASIC PROPERTY TAX RATES WHICH EXCEED STATUTORY MAXIMUMS The accompanying budget summary requires a general basic property tax rate that exceeds the maximum rate as established by the general assembly. Comparison of the proposed general basic rate with the statutory maximum 3.50000 general basic tax rate and the dollar amount of the difference between the proposed rate and the maximum rate:

Proposed General Basic Tax Rate per \$1,000 of Taxable Value:	
Maximum General Basic Tax Rate per \$1,000 of Taxable Value:	3.50000
General Basic Tax Dollars to be Generated in Excess of Maximum:	

Major reasons for the difference between the proposed general basic tax rate and the maximum basic tax rate:

-

Comparison of the proposed general basic rate with the statutory maximum 3.95000 Rural Basic tax rate and the dollar amount of the difference between the proposed rate and the maximum rate:

Proposed Rural Basic Tax Rate per \$1,000 of Taxable Value:	
Maximum Rural Basic Tax Rate per \$1,000 of Taxable Value:	3.95000
Rural Basic Tax Dollars to be Generated in Excess of Maximum:	

Major reasons for the difference between the proposed Rural Basic tax rate and the maximum basic tax rate:

-

**APPROVAL OF FY 2024/2025 BUDGET AND CERTIFICATION OF TAXES**

**RESOLUTION # \_\_\_\_\_**

WHEREAS, the Woodbury County Board of Supervisors has considered the proposed FY 2024/2025 county budget and certification of taxes, and

WHEREAS, a public hearing concerning the proposed county budget was held on May 7, 2024,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Woodbury County that the county budget and certificate of taxes for FY 2024/2025 as set forth in the budget summary, is hereby adopted and that the Woodbury County Auditor is directed to file said budget and to establish accounting records in accordance with the attached schedules.

BE IT FURTHER RESOLVED that the Chairperson and the County Auditor be and are hereby authorized to sign the approved FY 2024/2025 county budget.

Signed and dated this 7<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Matthew A. Ung, Chairman  
Woodbury County Board of Supervisors

ATTEST: \_\_\_\_\_  
Patrick F. Gill  
Woodbury County Auditor

# KLASS

LAW FIRM, L.L.P.

*A Tradition of Service Since 1917*

Attorneys in Alphabetical Order

Julia C. Adams \*+  
Zachary D. Clausen \*+  
Timothy A. Clausen \*+  
Ryland L. Deinert \*+^  
Clifton J. Kephart \*+  
René C. Lapierre \*+  
William H. Larson \*+  
Douglas L. Phillips \*  
Chris C. White \*+  
Jenny L. (Winterfeld) Cleveringa +

Marvin J. Klass (1913 - 2000)

Writer's Direct Dial • 712-252-1866 ext.230  
Writer's E-mail • [phillips@klasslaw.com](mailto:phillips@klasslaw.com)

\* Also admitted in Nebraska  
+ Also admitted in South Dakota  
^ Also admitted in Minnesota

[www.klasslaw.com](http://www.klasslaw.com)

**Memo To:** Matthew Ung, Chairperson  
**Woodbury County Board of Supervisors**  
**From:** Woodbury County Compensation Board  
**Date:** December 29, 2023  
**Re:** Recommended Compensation Schedule for Elected Officials

The Woodbury County Compensation Board met at 5:30 p.m. on December 28, 2023, to discuss the compensation schedule for elected officials in FY 24-25. The Compensation Board unanimously recommends that the salary of each elected official be increased by 3.0%.

/s/ Douglas L. Phillips

cc: Compensation Board

## Klass Law Firm, LLP

Sioux City Office • 4280 Sergeant Road, Mayfair Center, Suite 290 • Sioux City, IA 51106 • 712-252-1866 • Fax • 712-252-5822  
Sioux Center Office • 956 N. Main Avenue, Corporate Center • Sioux Center, IA 51250 • 712-722-3210 • Fax • 712-722-3211





April 30, 2024

**Via E-Mail Only**

Mr. Dennis Butler  
Finance/Budget Director  
Woodbury County Courthouse  
620 Douglas Street, Room 104  
Sioux City, Iowa 51101

Re: Woodbury County, State of Iowa  
\$800,000 General Obligation Capital Loan Notes, Series 2024A

Dear Dennis:

Enclosed are documents to complete Board action in connection with the authorization for the issuance of the above Notes. **Please print additional copies for execution as indicated in the following itemization of authorizing documents.**

1. The Board procedure consists of the following:

(a) Resolution authorizing the issuance of the Notes.

The resolution also incorporates by reference the form of the Tax Exemption Certificate.

There are blank spaces appearing in the form of Note set out in the resolution. These need not be completed but may be left blank as a guide since different amounts, dates and percents will be inserted within the blank spaces.

The resolution must be adopted by an affirmative vote equal to a majority of the full Board membership. **Please return one executed copy to us for the transcript.**

(b) Tax Exemption Certificate. The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the County in order to maintain these Notes as tax exempt. This Certificate may contain some blank spaces relating to matters of information dependent upon the resale price of the Notes which are not known and available at this time. The information will be calculated and added to this certificate prior to closing and completed copies of pages with blank spaces will be provided to you. This certificate should be signed and dated. **Please return three (3) executed copies to us for the transcript.**

2. Closing Certificates and Documents:

(a) Loan Agreement. Please execute all copies and return the same to our office. We will obtain the signature of the purchaser and return a fully executed copy for your file. **Please return three (3) executed copies to us for the transcript.**

(b) Original Note. The Note will be delivered under separate cover.

(c) Delivery Certificate. **Please complete and confirm the financial data on page 2,** execute and **return two executed copies to us for the transcript.** An executed copy will be provided to you after closing.

(d) Transcript Certificate. This certificate is to be executed and sealed in the manner indicated on the second page and may be dated at the time of completion. A notary attestation for all official signatures is required. **Please execute and return two copies to us for the transcript.** An executed copy will be provided to you after closing.

(e) County Auditor's Certificate. A true copy of the authorizing resolution as adopted is to be certified and filed with the Auditor of Woodbury County. Please certify to such filing on the certificate. **Please return one executed copy to us for the transcript.**

(f) Form 8038-G -- Information Return for Tax Exempt Governmental Obligations. The 8038-G will be delivered under separate cover.

Tax Exemption

The Tax Exemption Certificate is an important document and contains important information concerning the calculated yield on the Notes and a number of covenants and obligations on the part of the County. This certificate should be retained along with all of your records regarding the use of proceeds, expenditure dates and investment information needed to comply with IRS guidelines. I will not attempt to summarize all of the matters which are included in this certificate but I do want to point out some important ones.

Tax exemption is based in part upon the fact that the use of the facilities to be acquired by the County with the proceeds will be for the benefit of the public and will not be used in the private trade or business of any business or non-tax-exempt entity. The properties acquired with the Note proceeds must not be sold or diverted to any private or nonpublic use unless the significance of that action is reviewed by bond counsel.

The Tax Exemption Certificate sets forth the best knowledge and belief which you have as of today concerning the timely expenditure of the proceeds as the County reasonably expects expenditures to occur. If for any reason the County finds it will be prevented from expending the Note proceeds fully within three years, that matter should be referred to us.

These Notes are issued under the expectation that the County will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you

intend to spend the proceeds of the Notes for construction purposes within two (2) years of issuance and meet the other requirements of the two-year expenditure exemption from the rebate provisions.

These Notes are also issued under the expectation that the County will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Notes within 18 months of issuance in accordance with the schedule described in Section 3.3 of the Tax Exemption Certificate.

These Notes are also issued under the expectation that you will be exempt from the requirement to rebate arbitrage earnings to the United States Government, because you will issue \$5,000,000 or less of Notes or any similar obligations for public purposes during the calendar year. (This excludes Industrial Development Revenue Notes.) If for any reason you should need to exceed that amount of Note issuance, the matter should be brought to our attention immediately. For this purpose, "Notes" generally includes any debt obligation including warrants, lease-purchase contracts, contracts to purchase, bonds and others.

Also, these Notes are designated as qualified tax-exempt obligations, making them desirable for certain banks as investments and making possible a more favorable interest rate. For this designation to be proper, it is necessary that the County reasonably expects to issue \$10,000,000 or less of Notes or other obligations in the course of this calendar year. If that amount should be exceeded, it would be necessary to review the situation immediately.

There are a number of other general promises and commitments by the County to take or refrain from action, which are necessary to maintain the tax exemption of these Notes. You should recognize that these promises and commitments are required of the County on an ongoing basis and that the possibility of some additional future action does exist.

#### Closing Matters.

As you know, closing of this issue is scheduled to occur on or about May 23, 2024. At the time of closing, the "Purchaser's" copies of the above items will be delivered to the Purchaser of the Notes in exchange for the agreed purchase price. Our legal opinion also will be delivered to the Purchaser at that time.

**Please return executed documents to us by May 13, 2024 to allow sufficient time for review prior to closing.**

Should you have any questions, or if we can be of any assistance in completing the enclosed items, please don't hesitate to contact me.

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason L. Comisky". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Jason L. Comisky  
FOR THE FIRM

JLC:qm

Enclosures

cc: Karen James (via email)

**ITEMS TO INCLUDE ON AGENDA FOR MAY 7, 2024**

**WOODBURY COUNTY, IOWA**

\$800,000 General Obligation Capital Loan Notes, Series 2024A

- Resolution amending the ‘Resolution authorizing the issuance of \$800,000 General Obligation Capital Loan Notes, Series 2024A, and levying a tax for the payment thereof’, passed and approved on March 5, 2024, by substituting a new Resolution therefor, approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

May 7, 2024

The Board of Supervisors of Woodbury County, State of Iowa, met in \_\_\_\_\_ session, in the Basement Boardroom, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Chairperson \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AMENDING THE 'RESOLUTION AUTHORIZING THE ISSUANCE OF \$800,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024A, AND LEVING A TAX FOR THE PAYMENT THEREOF', PASSED AND APPROVED ON MARCH 5, 2024, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$800,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE" and moved that it be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Chairperson declared said Resolution duly adopted as follows:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AMENDING THE 'RESOLUTION AUTHORIZING THE ISSUANCE OF \$800,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024A, AND LEVING A TAX FOR THE PAYMENT THEREOF', PASSED AND APPROVED ON MARCH 5, 2024, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$800,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

WHEREAS, the Issuer is a political subdivision, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of capital projects for the construction, reconstruction, improvement, repair or equipping of bridges, roads, and culverts which assist in economic development through the creation of jobs and wealth, including the Frontage Road project, essential county purpose(s), and it is deemed necessary and advisable that

General Obligation Capital Loan Notes, to the amount of not to exceed \$406,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of erecting, equipping, remodeling or reconstructing sidewalks on the site of the district health building; equipping the law enforcement center including software, hardware and other equipment; equipping the Courthouse including software, hardware and other equipment, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$394,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, pursuant to Section 331.445 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan Notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$800,000 General Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale; and

WHEREAS, on March 5, 2024, the Board of Supervisors of said County did adopt a certain Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$800,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024A, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, due to certain changes in the overall financing plans of the County, it is necessary to make numerous changes to the Resolution adopted on March 5, 2024; and, therefore, said Board has adopted a new Resolution to be substituted in its entirety for the Resolution previously adopted on March 5 2024, authorizing the issuance of \$800,000 General Obligation Capital Loan Notes, Series 2024A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "County" shall mean Woodbury County, State of Iowa.



- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$800,000 General Obligation Capital Loan Notes, Series 2024A, authorized to be issued by this Resolution.
- "Paying Agent" shall mean the County Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of capital projects for the construction, reconstruction, improvement, repair or equipping of bridges, roads, and culverts which assist in economic development through the creation of jobs and wealth, including the Frontage Road project; and erecting, equipping, remodeling or reconstructing sidewalks on the site of the district health building; equipping the law enforcement center including software, hardware and other equipment; equipping the Courthouse including software, hardware and other equipment.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the County Treasurer of Woodbury County, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this amending resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Woodbury County, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$190,666.67*	2024/2025
\$184,000.00	2025/2026
\$178,000.00	2026/2027
\$172,000.00	2027/2028
\$166,000.00	2028/2029

\*A levy has been included in the budget previously certified to pay the principal and interest of the Note coming due in fiscal year 2024/2025.

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2024 will be collected during the fiscal year commencing July 1, 2025.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Woodbury County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever, which action requires a modification and change of the levies originally made in accordance with the Note Resolution certified to and filed in the Woodbury County Auditor’s office on March 6, 2024.

c) Additional County Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the County available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2024A GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended

therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. A General Obligation Capital Loan Note of the County in the amount of \$800,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa for the aforesaid purposes. The Note shall be issued as a term note. The Note shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2024A", be dated May 23, 2024, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2024, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Note shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Auditor, and impressed or printed with the seal of the County and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Note shall be in the denomination of \$100,000 or multiples thereof. The Note shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$800,000	3.750%	2029*

\*Term Note

b) Redemption.

i. Optional Redemption. The Note may be called at any time for optional redemption by the Issuer on any date, from any funds regardless of source, in whole or from time to time in part. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

ii. Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note:

Principal Amount	Interest Rate	Maturity June 1st
\$160,000	3.750%	2025
\$160,000	3.750%	2026
\$160,000	3.750%	2027
\$160,000	3.750%	2028
\$160,000	3.750%	2029*

\*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the County shall determine.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The County Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Chairperson and Auditor shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the

Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA "  
"COUNTY OF WOODBURY"  
"GENERAL OBLIGATION CAPITAL LOAN NOTE"  
"SERIES 2024A"  
ESSENTIAL COUNTY PURPOSE

Rate: 3.750%  
Maturity: June 1, 2029  
Note Date: May 23, 2024  
CUSIP No.: N/A  
"Registered"  
Certificate No. 1  
Principal Amount: \$800,000

Woodbury County, State of Iowa, a political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of EIGHT HUNDRED THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the County Treasurer, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2024, and semiannually thereafter on the 1st day of June and December in each year as set forth in the Debt Service Schedule attached hereto and incorporated herein by this reference.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa, for the purpose of paying costs of capital projects for the construction,

reconstruction, improvement, repair or equipping of bridges, roads, and culverts which assist in economic development through the creation of jobs and wealth, including the Frontage Road project; and erecting, equipping, remodeling or reconstructing sidewalks on the site of the district health building; equipping the law enforcement center including software, hardware and other equipment; equipping the Courthouse including software, hardware and other equipment, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Board of said County duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

The Note may be called at any time for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

The Note maturing on June 1, 2029 is subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 3.750% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$160,000	2025
\$160,000	2026
\$160,000	2027
\$160,000	2028
\$160,000	2029*

\*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the County shall determine.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County Treasurer, the Registrar. Such transfer on the books shall occur only upon



presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the County for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Board, has caused this Note to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its County Auditor, with the seal of the County printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, the County Treasurer, Woodbury County, Iowa.

Date of authentication: \_\_\_\_\_

This is one of the Notes described in the within mentioned Resolution, as registered by the County Treasurer.

COUNTY TREASURER, Registrar  
Woodbury County, Iowa

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

Authorized Signature

Registrar and Transfer Agent:                      County Treasurer

Paying Agent:    County Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

WOODBURY COUNTY, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Chairperson

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
County Auditor

(Information Required for Registration)

### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

### IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
 Address of Transferee(s) \_\_\_\_\_  
 Social Security or Tax Identification \_\_\_\_\_  
 Number of Transferee(s) \_\_\_\_\_  
 Transferee is a(n):  
 Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
 Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - ..... Custodian .....  
 (Cust) (Minor)  
 Under Iowa Uniform Transfers to Minors Act.....  
 (State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the County Auditor. The Chairperson and County Auditor are authorized and directed to execute, attest, seal and deliver for and on behalf of the County any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said County and the purchaser of the Notes.

Section 15. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that

throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 16. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The County Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 18. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 19. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 20. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 21. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7th day of May, 2024.

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Chairperson

ATTEST:

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County Auditor

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WOODBURY )

I, the undersigned County Auditor of Woodbury County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
County Auditor, Woodbury County, State of Iowa

(SEAL)