### NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (JUNE 3, 2025) (WEEK 23 OF 2025)



Live streaming at: <u>https://www.youtube.com/user/woodburycountyiowa</u> Agenda and Minutes available at: <u>www.woodburycountyiowa.gov</u>

Daniel A. Bittinger II	Kent T. Carper	David L. Dietrich	Mark E. Nelson	Matthew A. Ung
389-4405	570-7681	870-9224	540-1259	490-7852
dbittinger@woodburycountyiowa.gov	kcarper@woodburycountyiowa.gov	ddietrich@woodburycountyiowa.gov	mnelson@woodburycountyiowa.gov	matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held June 3, 2025, 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.

# <u>AGENDA</u>

- 2:30 p.m. Joint closed session with the LEC Authority {Iowa Code Section 21.5(1)(c)} <u>Dennis Butler Meeting Room</u>
- 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 10 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 2. Approval of the minutes of May 27, 2025, meeting
- 3. Approval of claims
- Deputy Commissioner of Election Steve Hofmeyer Receive the appointment of Chet Verschoor as a Woodbury Central Community School District board member

- 5. Secondary Roads Laura Sievers
  - a. Approval of utility permit for placement of new fiber optic cable in county right of way for Winnebago Tribe of Nebraska
  - Approval of permit to work in the County right of way on Old US 75 and 235<sup>th</sup> St. for Terracon
- County Auditor Michelle Skaff Approval of a 1-year Cigarette/Tobacco Sales Permit Application for Heritage Express, Sloan, Iowa
- 7. Human Resources Melissa Thomas Approval of Memorandum of Personnel Transactions
- Board Administration Heather Van Sickle Approval of Notice of Property Sale Resolution for parcel #894815480001 (aka 1724 Whitcher Ave. for Tuesday, June 17<sup>th</sup> at 4:35 p.m.
- 9. Board Administration Karen James
  - a. Approval of resolution for a tax suspension for D. M.
  - b. Approval of resolution for a tax suspension for J.E.C.
- 10. Planning/Zoning Daniel Priestley

Approval to schedule June 17<sup>th</sup> at 4:45 p.m., June 24<sup>th</sup> at 4:45 p.m. and July 1<sup>st</sup> at 4:45 p.m. for three public hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Borrow pits for earth materials" as a conditional use within the Agricultural Estates (AE) Zoning District

### End of Consent Agenda

11.	Secondary Roads – Laura Sievers Approve the contract for pavement markings with Sir-Lines-A-Lot out of Lawton for \$192,393.50	Action
12.	<ul> <li>Planning/Zoning – Daniel Priestley</li> <li>a. Receive the final report and the Zoning Commission's recommendation from the 5/28/25 meeting to approve the final plat of Washburn Addition, a minor Subdivision, to Woodbury County, Iowa</li> <li>b. Approve the final plat of Washburn Addition, a minor subdivision to Woodbury County, Iowa</li> </ul>	eir Action
13.	County Auditor – Michelle Skaff Approval of ES&S hardware maintenance and software license, maintenance and Support	Action
14.	Board Administration – Ryan Ericson Approval to formally make FY24 Court Match CIP for payment of the Iowa Judicia Branch invoice and for future items needed for furniture, fixtures, and equipment expenses for congregate settings for the new LEC facility	I Action
15.	Board of Supervisors – Daniel Bittinger Approval of FY26 Capital Improvement Projects (CIP's)	Action
16.	Reports on Committee Meetings	Information

- 17. Citizen Concerns
- 18. Board Concerns

### Information

### **ADJOURNMENT**

Subject to Additions/Deletions

### CALENDAR OF EVENTS

- MON., JUN 2 10:00 a.m. Loess Hills Alliance Economic Development Meeting, Uncommon Grounds, Sloan
  - 5:00 p.m. Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., JUN 4 7:30 a.m. SIMPCO Executive/Finance Committee, 6401 Gordon Drive
  - 10:00 a.m. Loess Hills Alliance Stewardship Meeting, Brent S. Olson Visitor's Center, Pisgah
  - 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.
- WED., JUN 11 7:30 a.m. SIMPCO Executive Finance Committee Meeting, 6401 Gordon Drive
  - 8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
  - 12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
- WED., JUN 18 12:00 p.m. Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., JUN 19 4:00 p.m. Conservation Board Meeting, Southwood Conservation Area
  - 4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., JUN 20 9:00 a.m. Hungry Canyons Alliance, Tour of Grade Control Sites, Yellow Smoke Park, Denison
  - **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- MON., JUN 23 5:00 p.m. Zoning Commission Meeting, Courthouse Basement Boardroom
- WED., JUN25 2:30 p.m. Rolling Hills Community Services Region Governance Board Meeting
- THU., JUN 26 11:00 a.m. Siouxland Regional Transit Systems (SRTS) Board Meeting, 6401 Gordon Dr.
  - **5:30 p.m.** SIMPCO Board of Directors 60<sup>th</sup> Annual Board Meeting & Award Ceremony, The Warrior Hotel
- WED., JUL 2 7:30 a.m. SIMPCO Executive/Finance Committee, 6401 Gordon Drive
  - **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- MON., JUL 7 5:00 p.m. Board of Adjustment meeting, Courthouse Basement Boardroom

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.

### MAY 27, 2025, TWENTY-SECOND MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, May 27, 2025, at 4:30 p.m. Board members present were Carper, Bittinger II, Dietrich, and Ung, Nelson was absent. Staff members present were Joshua Widman, Assistant County Attorney, Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Ryan Ericson, Budget and Finance Director, and Michelle Skaff, 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 Bittinger second by Dietrich to approve the agenda for May 27, 2025 moving the discussion and approval of appropriation transfer before the approval of resolution for the FY25 budget amendment. Carried 4-0. Copy filed.

Motion by Bittinger second by Dietrich to approve the following items by consent:

- 2. To approve minutes of the May 20, 2025 meeting. Copy filed.
- 3. To approve the claims totaling \$968,899.69. Copy filed.
- 4a. To approve the separation of Nicole Carson, Youth Worker, Juvenile Detention Dept., effective 05-17-25, resignation; the reclassification of Sterling Tronson, Civilian Jailer, County Sheriff Dept., effective 06-09-2025, \$29.78/hour, 11%=\$2.92/hr. Per CWA Civilian: Move from 1<sup>st</sup> Class to Senior. Anniversary Date: 06/10/25; the reclassification of Timothy McCormick, District Foreman, Secondary Roads Dept., effective 06-09-25, \$3,284.08/bi-weekly, 2%=\$67.86/bi-weekly. Per Wage Matrix: Earn at 5-year Rate. Anniversary Date: 6/26/25; and the Reclassification of Michael Andersen, District Foreman, Secondary Roads Dept., effective 6/9/25, \$3,351.97/bi-weekly, 2%=\$67.89/bi-weekly. Per Wage Matrix: Earn at 6-year Rate. Anniversary Date: 6/27/25. Copy filed.
- 4b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Youth Worker-PT, Juvenile Detention. AFSCME Juvenile: \$22.05/hour. Copy filed.
- 4c. Presentation of Award Certificate to Cynthia Wiemold. Copy filed.
- 4d. To approve the purchase of Cyber Liability Insurance for FY 25/26. Copy filed
- 5a. To approve the property tax refund request of ACC LLC, parcel #894721257007, 1046 25<sup>th</sup> St., in the amount of \$1009.00. Copy filed.
- 5b. To approve the property tax refund request of ACC LLC, parcel #894722482018, 1617 Rustin St., in the amount of \$962.00. Copy filed.
- 5c. To approve the property tax refund request of Forest Holdings, parcel #884707128033, 2841 S Glass St., in the amount of \$62.00. Copy filed.
- 5d. To approve the property tax refund request of Kathryn Hunwardsen, parcel #884206201019, 4256 155<sup>th</sup> St-Correctionville, in the amount of \$834.00. Copy filed.

Carried 4-0.

Motion by Bittinger second by Dietrich to receive a document from Veteran's Affairs Director Kuhlmann. Carried 4 0.

Motion by Bittinger second by Ung to withdraw motion to receive document. Carried 4-0.

Motion by Bittinger second by Carper to approve and authorize an additional part time Clerk II position to cover an employee deployment. Carried 4-0. Copy filed.

8. Motion by Bittinger second by Carper to approve and authorize the Chairperson to sign a Resolution amending the 'Resolution authorizing the issuance of \$1,200,000 Taxable General Obligation Capital Loan Notes, Series 2025A and levying a tax for the payment thereof', passed and approved on March 11, 2025, by substituting a new resolution therefor, authorizing and providing for the issuance of \$1,200,000 General Obligation Capital Loan Notes, Series 2025A, and levying a tax to pay the notes. Carried 4-0.

### **RESOLUTION #13,889**

### RESOLUTION AMENDING THE 'RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,200,000 TAXABLE GENERAL OBLIGATION CAPIAL LOAN NOTES, SERIES 2025A, AND LEVYING A TAX FOR THE PAYMENT THEREOF' PASSSED AND APPROVED MARCH 11, 2025, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2025A, AND LEVYING A TAX TO PAY THE NOTES

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 erecting, equipping, remodeling or reconstructing various public buildings including tuckpointing at the EMS Building and conference room remodeling and ceiling replacement at the Courthouse; and equipping various public buildings including software, hardware and other equipment; and, essential county purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Capital Loan Notes, to the amount of not to exceed \$700,000 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 lowa, 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 demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including demolition of the old law enforcement center, essential county purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Capital Loan Notes, to the amount of not to exceed \$500,000 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 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 11, 2025 the Board of Supervisors of said County did adopt a certain Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,200,000 TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2025A, 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 11, 2025; and, therefore, said Board of Supervisors has adopted a new Resolution to be substituted in its entirety for the Resolution previously adopted on March 11, 2025, authorizing the issuance of \$1,200,000 Taxable General Obligation Capital Loan Notes, Series 2025A.NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA:

Section 1. <u>Definitions</u>. 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 \$1,200,000 Taxable General Obligation Capital Loan Notes, Series 2025A, 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 (a) erecting, equipping, remodeling or reconstructing various public buildings including tuckpointing at the EMS Building and conference room remodeling and ceiling replacement at the Courthouse; (b) equipping various public buildings including software, hardware and other equipment; and (c) demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including demolition of the old law enforcement center.

• "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

• "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.

• "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) <u>Levy of Annual Tax</u>. 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
\$ 303,583.33	2025/2026*
\$ 292,320.00	2026/2027
\$ 279,240.00	2027/2028
\$ 266,160.00	2028/2029
\$ 253,080.00	2029/2030

\*A levy has been included in the budget previously certified and will be used together with available County funds to pay the principal and interest of the Note coming due in fiscal year 2025/2026.

(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) <u>Resolution to be Filed With County Auditor</u>. 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 Resolution to be filed in the Woodbury County Auditor's office on March 11, 2025.

c) <u>Additional County Funds Available</u>. 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. <u>Note Fund.</u> 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 "2025A 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. <u>Application of Note Proceeds</u>. 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. <u>Investment of Note Fund Proceeds</u>. 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 Taxable General Obligation Capital Loan Note of the County in the amount of \$1,200,000, 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 single term note and shall be secured from the sources provided in Section 3 of this Resolution. The Note shall be designated "TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2025A", be dated June 11, 2025, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2025, 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 integrals of \$1,000 in excess thereof. The Note shall mature and bear interest as follows:

Principal	Interest	Maturity
Amount	Rate	June 1 <sup>st</sup>
\$1,200,000	5.450%	June 1, 2030*

\*Term Note

b) <u>Redemption.</u>

i. <u>Optional Redemption</u>. Principal maturing on the Note may be called for optional redemption by the Issuer at any time, 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. <u>Mandatory Payment and Redemption of Term Note</u>. The Term Note is 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 1 <sup>st</sup>
\$ 240,000.00	5.450%	2026
\$ 240,000.00	5.450%	2027
\$ 240,000.00	5.450%	2028
\$ 240,000.00	5.450%	2029
\$ 240,000.00	5.450%	2030*

\*Final Maturity

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

Section 7. <u>Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and</u> <u>Cancellation</u>.

a) <u>Registration</u>. 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) <u>Transfer</u>. 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) <u>Registration of Transferred Notes</u>. 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) <u>Ownership</u>. 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) <u>Cancellation</u>. 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-Presentment 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) <u>Registration and Transfer Fees</u>. 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. <u>Reissuance of Mutilated, Destroyed, Stolen or Lost Notes</u>. 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. <u>Record Date</u>. 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. <u>Execution, Authentication and Delivery of the Notes.</u> 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. <u>Right to Name Substitute Paying Agent or Registrar</u>. 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 WOODBURY" "TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTE" "SERIES 2025A" ESSENTIAL COUNTY PURPOSE

Rate: 5.450% Maturity: June 1, 2030 Note Date: June 11, 2025 CUSIP No.: N/A "Registered" Certificate No. 1 Principal Amount: \$1,200,000

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 ONE MILLION TWO 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, 2025, and semiannually thereafter on the 1st day of June and December in each year.

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.

# THE HOLDERS OF THE NOTES SHOULD TREAT THE INTEREST AS SUBJECT TO FEDERAL INCOME TAXATION.

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 (a) erecting, equipping, remodeling or reconstructing various public buildings including tuckpointing at the EMS Building and conference room remodeling and ceiling replacement at the Courthouse; (b) equipping various public buildings including software, hardware and other equipment; and (c) demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including demolition of the old law enforcement center, 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.

Principal maturing on the Note may be called for optional redemption by the Issuer and paid before maturity at any time, 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, 2030 is subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 5.450% 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	Maturity
Amount	June 1st
\$ 240,000.00	2026
\$ 240,000.00	2027
\$ 240,000.00	2028
\$ 240,000.00	2029
\$ 240,000.00	2030*

#### \*Final Maturity

The principal amount of the Term Note may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Note credited against future mandatory redemption requirements for such Term Note 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.

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

	Ву:	
	,Authorized	Signature
	Registrar and Transfer Agent:	County Treasurer
	Paying Agent:	County Treasurer
	SEE REVERSE FOR CERTAIN DEFINITI	ONS
	(Seal) (Signature Block)	
	WOODBURY COUNTY, STATE OF IO	NA
	By: <u>(manual or fac</u> Chairperson	simile signature)
	ATTEST:	
	By: (manual or fac	simile signature)
	County Auditor	
	(Information Required for Registrat	tion)
	ASSIGNMENT	
For value received,	the undersigned hereby sells, assigns	and transfers unto
(Social Security or Tax Identii	ication No.	) the
within Note and does hereby	rrevocably constitute and appoint he said Note on the books kept for reg	istration of the within Note, with full power
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. <u>Contract Between Issuer and Purchaser</u>. This Resolution constitutes a contract between said County and the purchaser of the Notes.

Section 15. <u>Repeal of Conflicting Resolutions or Ordinances</u>. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 16. <u>Severability Clause</u>. 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 27<sup>th</sup> day of May, 2025 WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

7a. A public hearing was held at 4:45 p.m. on Amendment #1 to the Woodbury County FY 2025 budget. The Chairperson called on anyone wishing to be heard.

Motion by Bittinger second by Dietrich to close the public hearing. Carried 4-0.

- 7c. Motion by Dietrich second by Bittinger to discuss and approve the transfer of appropriation in the Sherriff's FY 25 budget due to employee transfers. Carried 4-0. Copy filed.
- 7b. Motion by Bittinger second by Carper to approve and authorize the Chairperson to sign a Resolution Approval of FY 2024/2025 Budget Amendment #1. Carried 4-0.

### APPROVAL OF FY 2024/2025 BUDGET AMENDMENT #1

### **RESOLUTION #13,890**

WHEREAS, the Woodbury County Board of Supervisors has considered the proposed FY 2024/2025 county budget amendment #1; 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 amendment #1 for FY 2024/2025 as set forth in the budget amendment 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 amendment.

Signed and dated the 27<sup>th</sup> day of May, 2025. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

- 9. Reports on committee meetings were heard.
- 10. There were no citizen concerns
- 11. Board Concerns were heard.

The Board adjourned the regular meeting until June 3, 2025.

Meeting sign in sheet. Copy filed.

# NOTICE OF APPOINTMENT TO FILL A VACANCY

TO: Michelle K. Skaff, Woodbury County Auditor/Recorder & Commissioner of Elections

From: Woodbury Central CSD	School/City/Township/
Christen Howrey	Extension/Soil & Water Secretary/Clerk
5-29-25	Date

This is to notify you and the Board of Supervisors of Woodbury County that the following person has been appointed until the next regular/general election:

For the office of Board Member
Name Chet Verschoor
Address 102 S. 4th St.
City/Zip Moville, IA 51039
Date of appointment $8 - 12 - 24$

This appointment is to fill the office previously held by:

<u>Jeremy</u> Cross (Name of previous official) ------

RETURN TO: Michelle K. Skaff Woodbury County Commissioner of Elections 620 Douglas St, Rm 103 Sioux City, IA 51101

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

te: <u>5/28/2025</u> Week	y Agenda Date: <u>6/03/2025</u>	
LECTED OFFICIAL / DEPARTMEN	IT HEAD / CITIZEN: Laura M. Siever	s, PE, County Engineer
WORDING FOR AGENDA ITEM:		
Consideration of utility pern	hit for placement of new fiber o	ptic cable in county right of way
	ACTION REQUIRED	):
Approve Ordinance $\Box$	Approve Resolution $\Box$	Approve Motion

### EXECUTIVE SUMMARY:

Winnebgo Tribe of Nebraska has applied for a permit to install new underground fiber optic along Calhoun Ave and 330th St.

### BACKGROUND:

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

### FINANCIAL IMPACT:

No financial impact to the county.

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

Yes 🗆 No 🗆

### **RECOMMENDATION:**

Recommend approval of the permit for Winnebago Tribe of Nebraska.

### ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the underground utility permit for Winnebago Tribe of Nebraska and to direct the chair to sign the permit.

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

REQUEST BY APPLICANT: Brandon Stout		
Name Winnebago Tribe of Ne	braska	Highway See Drawings
205 N Bluff St.		Township
Address Winnebago, NE 68071		City of
Office Phone 402-878-2272 Ext. 2400		Section: 34 <sup>1</sup> / <sub>4</sub> of <sup>1</sup> / <sub>4</sub> Sec
Type of Utility Installation	ptic Cable	T 86 N, R 47 W
		Copy Enclosed X Yes No
Map Showing Location Enclosed	X YesNo	
Utility Location is	_ cross right-of-way	parallel to right-of-way
	overhead	X underground
Proposed Method of Installation		
tunnel	suspend on poles	cased
tunner	suspend on tower	rs trench
open cut	X plow	
reverse side hereof, and special provisions l	isted below or attached hereto, and mplete in triplicate and send all cop A 51039. One executed copy will be  Tit epresentative)	vith all permit provisions and conditions listed on the any and all plans, details, or notes attached hereto pies including plans and maps to Woodbury County e returned to the Applicant. tle
PERMIT APPROVAL BY PERMITTING The forgoing application is hereby approve Applicant with all provisions and condition	d and permit issued by the Permitt	ing Authority subject to full compliance by the ide hereof and all attachments hereto.
By		tle
(Signature of Woodbury County Bo		ite
ByLaura Sievers	Tit	tle Woodbury County Engineer
(Signature of Woodbury County		

Permit Provisions and Conditions of Issuance

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

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

# Winnebago Tribe of Nebraska **Fiber to the Home Construction Project Woodbury County Permit Package 1**

Missouri River				
	1 - and			
bing		© 2025 Microso	ft Corporation © 2025 Maxar ©	CINES (2025) Distribution Airb

90	PERCENT REVIEW
INITIALS	
DATE	
APPROV	ED FOR CONSTRUCTION
INITIALS	
DATE	
	<b>REVISION 1</b>
INITIALS	
DATE	
	<b>REVISION 2</b>
INITIALS	
DATE	
	ASBUILT
INITIALS	
DATE	

PRIOR TO CONSTURCTION CALL: 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC ,GAS MAINS, CABLE TELEVISION AND CITY/COUNTY UTILITIES

NOTE: EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES AND FASEMENT BOUNDARIES HAVE BEEN PLOTTED FROM AVAILABLE GIS INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION



Pages or sheets covered by this seal:

A.01





### SHEET INDEX

SHEET GROUP	DESCRIPTION
А	Cover
В	Details
Р	Permitting Design



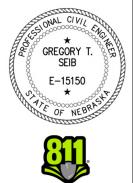
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature Gregory T. Seib Printed or Typed Name 23179

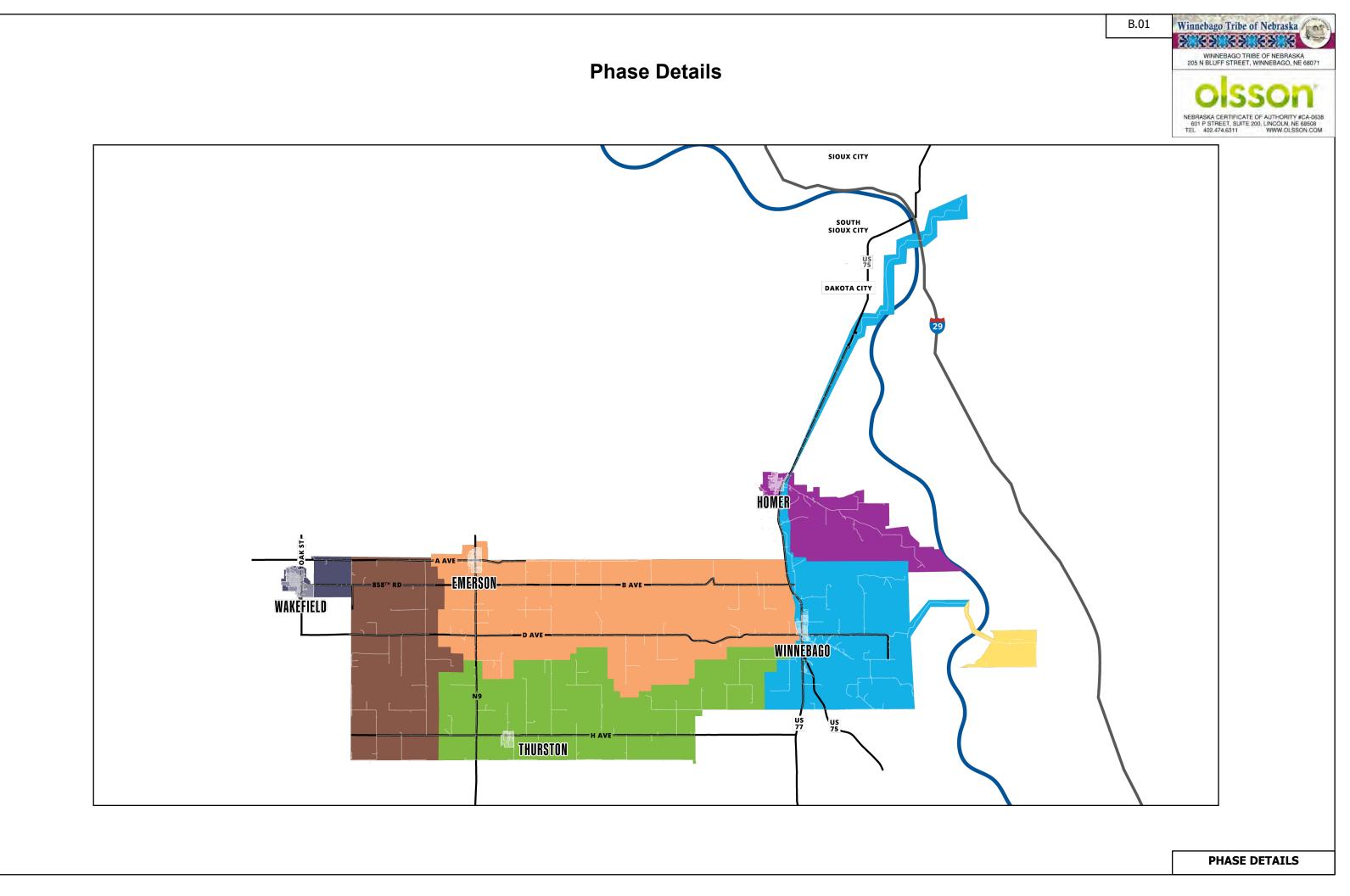
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License Number

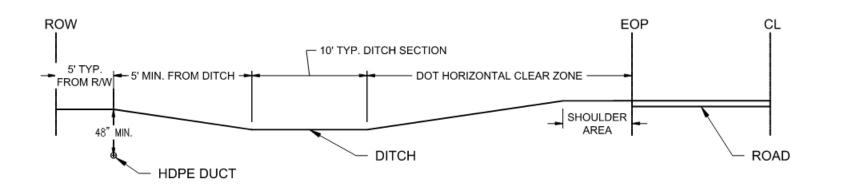
My license renewal date is December 31, 2026



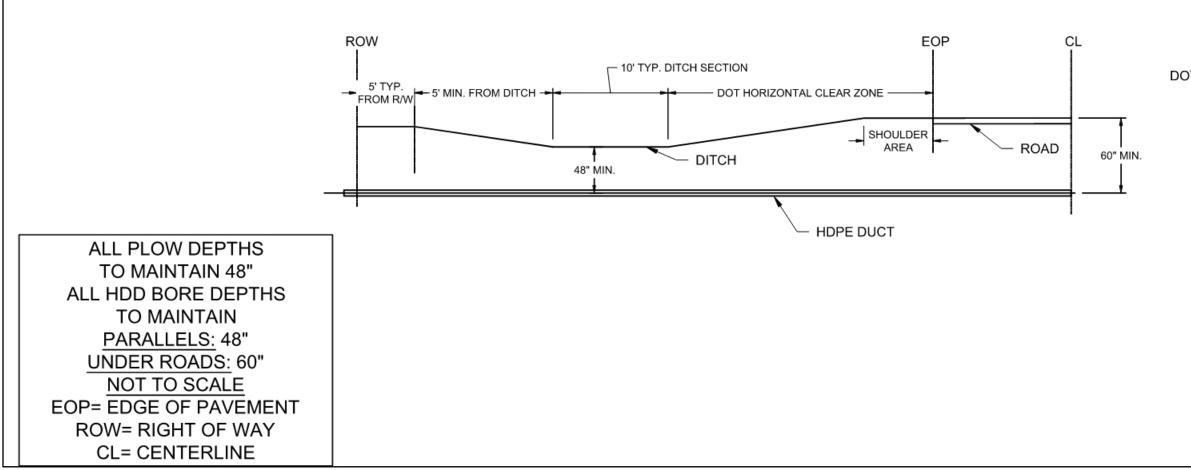
A,B,P



## NEBRASKA / IOWA DOT RIGHT-OF-WAY TYPICAL BORE/PLOW ALONG DITCH LINE



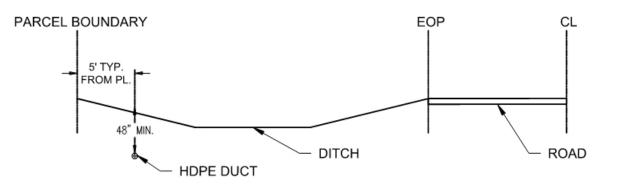
NEBRASKA / IOWA DOT RIGHT-OF-WAY TYPICAL BORE UNDER STATE HIGHWAY



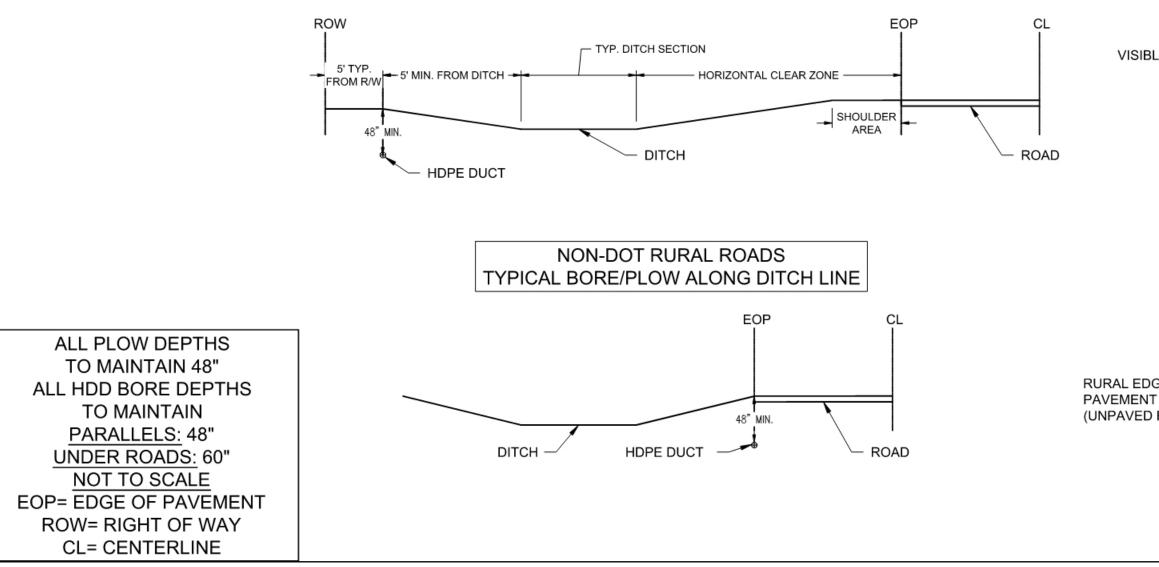
	B.08	Winnebago Tribe of Nebraska
DOT	DOT PROVIDED ROW LINES EXIST	WINNEBAGO TRIBE OF NEBRASKA 205 N BLUFF STREET, WINNEBAGO, NE 68071 OOSSSOON NEBRASKA CERTIFICATE OF AUTHORITY #CA-0638 601 P STREET, SUITE 200, LINCOLN, NE 68508 TEL 402.474.6311 WWW.OLSSON.COM
DOT	DOT PROVIDED ROW LINES EXIST	

CONSTRUCTION DETAILS

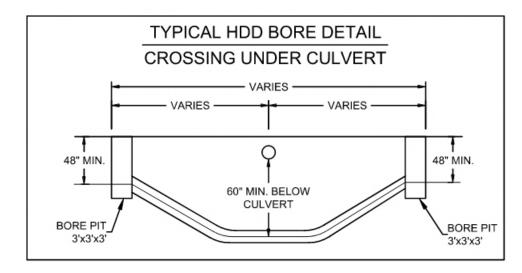
## NON-DOT PARCEL BOUNDARY TYPICAL BORE/PLOW ALONG DITCH LINE

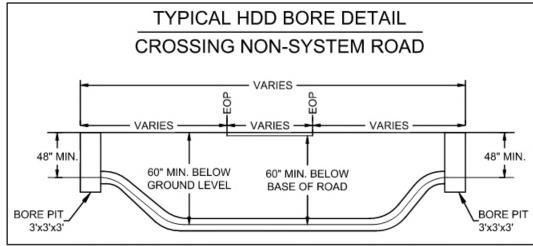


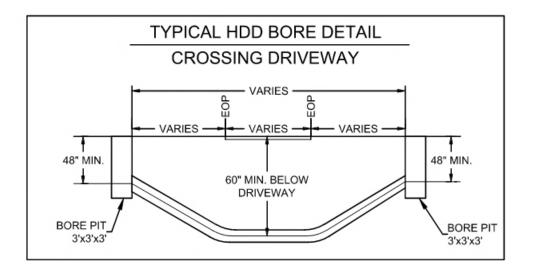
NON-DOT RIGHT-OF-WAY TYPICAL BORE/PLOW ALONG DITCH LINE

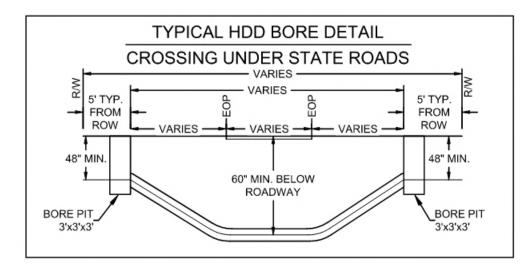


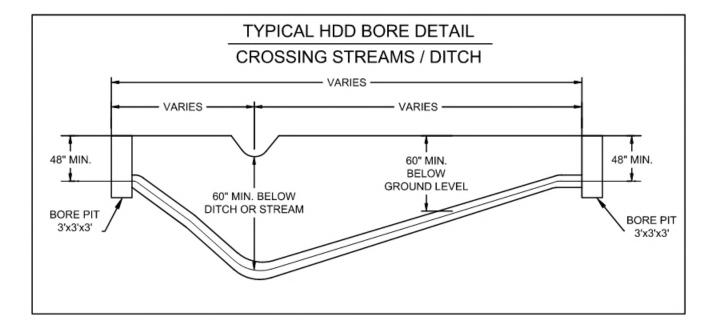
		B.09	Winnebago Tribe of Nebraska
PARCEL ROW	COUNTY PARCEL LINES EX		WINNEBAGO TRIBE OF NEBRASKA 205 N BLUFF STREET, WINNEBAGO, NE 68071
SIBLE ROW		OAD - NO ES EXIST	
EDGE OF ENT 'ED ROAD)	UN-PAVE NO ROW EXIST	D ROAD - LINES	

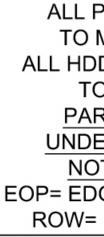












**CROSSING DETAILS** 

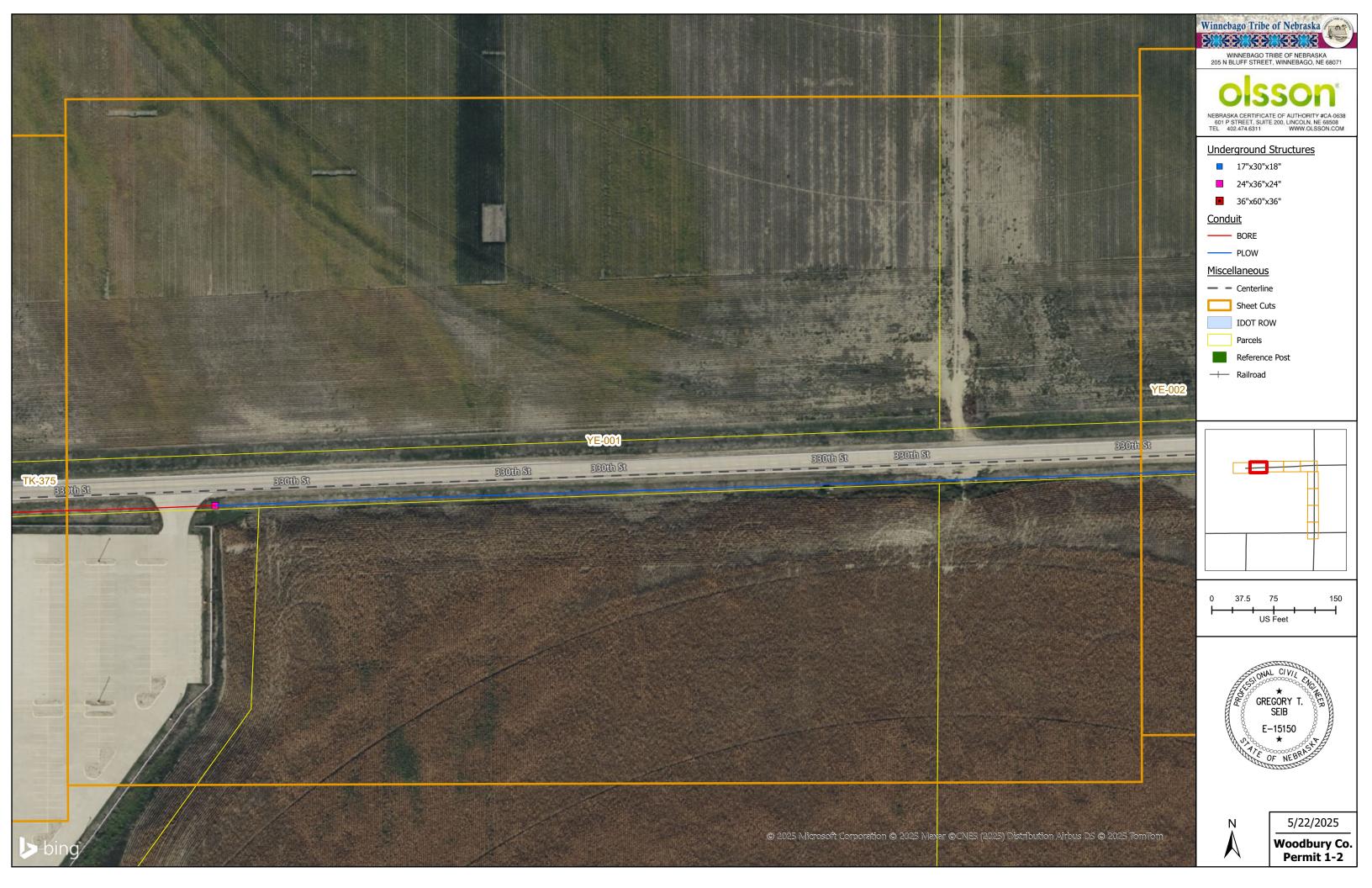
ALL PLOW DEPTHS TO MAINTAIN 48" ALL HDD BORE DEPTHS TO MAINTAIN PARALLELS: 48" UNDER ROADS: 60" NOT TO SCALE EOP= EDGE OF PAVEMENT ROW= RIGHT OF WAY



Winnebago Tribe of Nebraska

\*\*\*\*

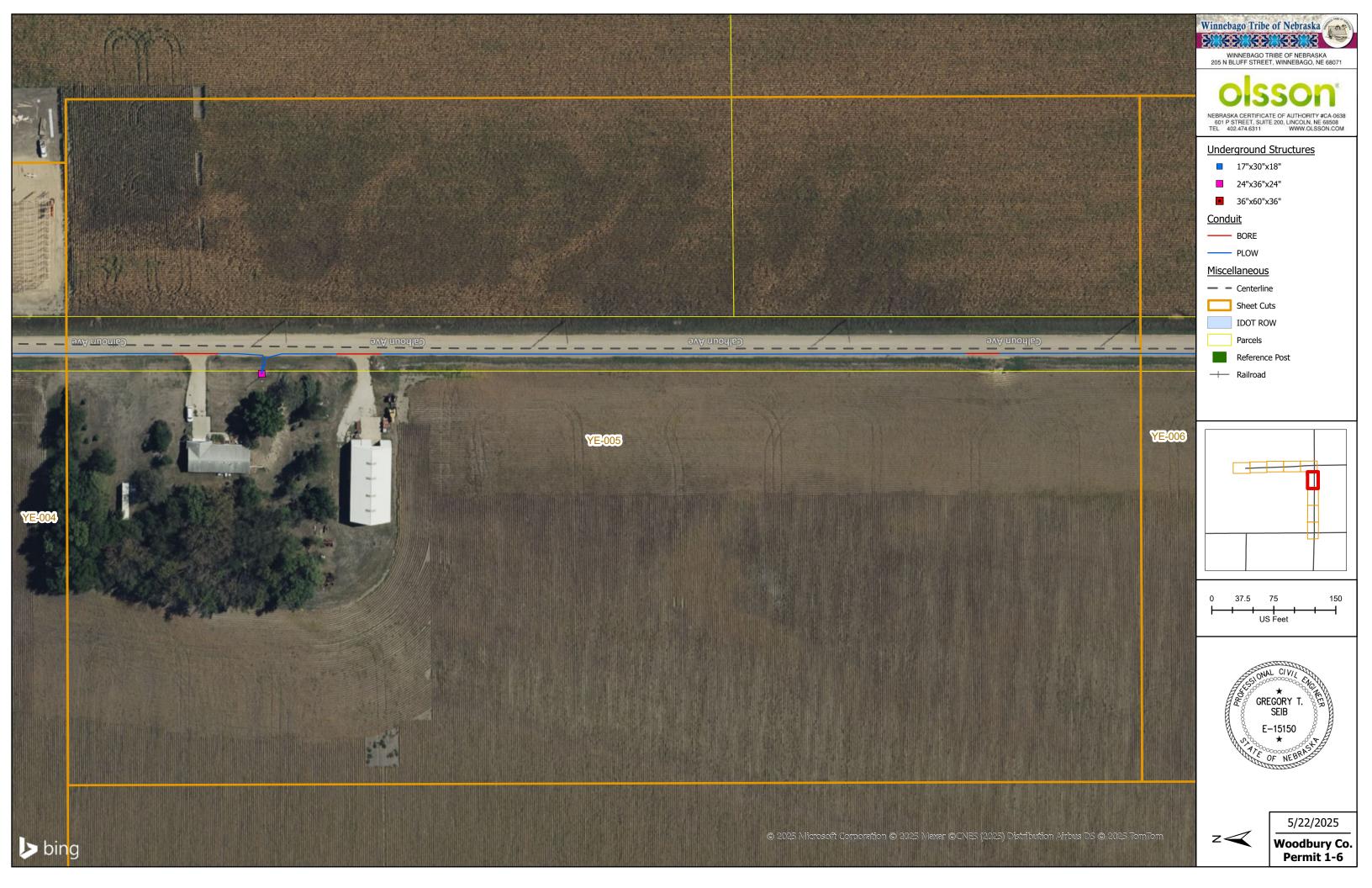


















### WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

TED OFFICIAL / DEPARTMEN	IT HEAD / CITIZEN: Laura Sievers, F	PE, Woodbury County Engineer
ING FOR AGENDA ITEM:		
sideration of permit to v	vork in the county right of way	on Old US 75 and 235th St
		):
Approve Ordinance	ACTION REQUIRED	C: Approve Motion □

On Old US 75 and 235th St, Terracon has requested a permit to work in the right-of-way for soil borings for the interchange project.

### BACKGROUND:

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa. I have reviewed the site and recommend the work be permitted.

### FINANCIAL IMPACT:

No 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:**

Approve the permit to work in the right of way.

### ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way on old US 75 and 235th St and to direct the chair to sign the permit.



# Woodbury County Secondary Roads Department

759 E. Frontage Road • Moville, Iowa 51039 Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

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

Name of Permittee: Terracon Consultants, Inc. Phone No.: (402) 330-2202

Mailing Address: 15080 A Circle, Omaha, NE

Township: Liberty

Section: 9

Woodbury County, State of Iowa, and \_\_\_\_\_\_ (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:

Perform soil borings along (in the pavement or shoulder of) NB Old Highway 75 in support of design efforts for Interstate 29 Southbridge interchange. Estimated two days to complete the borings. Performing the borings will require a lane closure; traffic control with signs and flaggers will be subcontracted in accordance with Iowa DOT and MUTCD requirements. Boreholes will be backfilled with hydrated bentonite chips and borings through paving will be topped with cold-patch sack mix. See attachment for the planned –boring locations. No detours or road or ramp closures. All work planned during weekdays and daylight hours, 7 am to 6 pm.

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 318.8, 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:

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

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be

completed prior to the 30 day of June, 2025.

Entered into this <u>6th</u> day of \_\_\_\_\_, 2024.

Michael D. Kingh

Michael D. Ringler

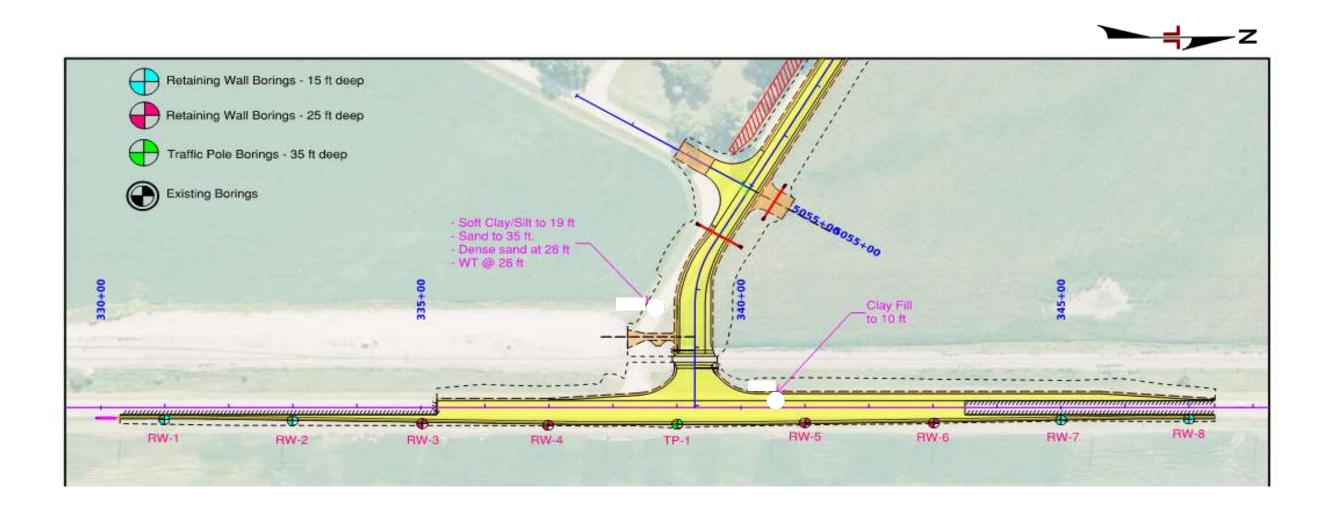
Signature of Property Owner or Authorized Representative

Laura Sievers

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

PROPOSED BORING SCHEDULE S3 Supplemental Borings



IOWA DOT # IM-029-6(278)139-13-97 WOODBURY CO.

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

ELECTED OFFICIAL / DEPARTMEN	NT HEAD / CITIZEN: County Auditor	- Michelle Skaff	
WORDING FOR AGENDA ITEM:			
Consideration and approva	I for Cigarette/Tobacco Permit	for Heritage Express, Sloan, 1	owa
	ACTION REQUIRE	):	
Approve Ordinance	Approve Resolution	Approve Motion	
Public Hearing	Other: Informational 🗆	Attachments 🗹	
L	,	ś	
EXECUTIVE SUMMARY:			
BACKGROUND			
DACKGROUND.			
	<u> </u>		
BACKGROUND.			
FINANCIAL IMPACT:			
FINANCIAL IMPACT: Ne IF THERE IS A CONTRACT INVOLVI	ED IN THE AGENDA ITEM, HAS THE C EVIEW BY THE COUNTY ATTORNEY'S		AST ONE WEB
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FINANCIAL IMPACT: ne IF THERE IS A CONTRACT INVOLVI PRIOR AND ANSWERED WITH A RE			AST ONE WE
FINANCIAL IMPACT: ne IF THERE IS A CONTRACT INVOLVI PRIOR AND ANSWERED WITH A RE Yes D No Ø			AST ONE WE

Intion to approve an application for a 1-year Cigarette/Tobacco Sales Permit for Heritage Express, Sloan, IA, ffective 07/01/25 through 06/30/26.

Office Of The AUDITOR/RECORDER Woodbury County Michelle K. Skaff, Ph.D. Auditor/Recorder/ Commissioner of Elections



Courthouse – Room 103 620 Douglas Sioux City, IA 51101

Phone: (712) 279-6702 Fax (712) 279-6629 miskaff@woodburycountyiowa.gov

- TO: Board of Supervisors
- FROM: Michelle K Skaff, Auditor & Recorder
- DATE: May 23,2025
- RE: Cigarette/Tobacco Permit for Heritage Express, Sloan, Iowa

Please approve a cigarette/tobacco sales permit renewal for Heritage Express, 1501 330<sup>th</sup> Street, Sloan, Iowa, effective July 1, 2025 through June 30, 2026.

# STATE OF IOWA RETAIL CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT

	County Number _9	97-2026
	_	_
	nce with laws of the state of lowa, and the act ervisors of <i>Woodbury</i> lov (County)	
Business Location Name:	HCI Heritage Express Company	
Business Location Address:	1501 330 <sup>th</sup> St	
	Sloan, IA 51055	
Ownership Type: _Corporation	n	
Legal Owner Name:	Ho Chunk	
Legal Owner Mailing Address:	1 Mission Drive	
	Winnebago, NE 68071	<u> </u>
Type of Sales: <u>Over-the-cou</u>	inter	
	d to sell cigarettes, tobacco, nicotine and v t the business location address above	apor products
in the City of Sloan	County of Woodbury	, Iowa.
This permit is nontransferable, i	s effective from <u>July 01</u> ,20 <u>25</u> a	and
automatically expires on June 3	0, 20 <u>26</u> , unless suspended or revoked.	
In Testir	nony Whereof, I have caused the seal of the s	aid
County	to be hereunto affixed. Done at Sioux City	,
in the St	ate of Iowa, this <u>22nd</u> day of <u>May</u>	,20 <u>25</u>
Issued E		
	County Auditor	

This copy to be posted by the retailer where the sale is to be made in plain view of the public.



	Jours Potell Permit Application
IQWA.	Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor
Department of Revenue	tax.iowa.gov
	instructions are on the final page.
	to sell cigarettes, tobacco, alternative nicotine, or vapor products
at retail. If you need a different, non-retai	il cigarette or tobacco permit, use form 70-015. If approved, the on the permit. You must obtain a separate retail permit for each
Business Information:	0
Legal name/Doing business as (DBA):	HCI Heritage Express Company
lowa sales and use tax account number	er:
Retail address: <u>1501 330th 3</u>	<u>+</u> City: <u>Slcan</u> State: <u>Ta</u> ZIP: <u>5105</u> 5
Mailing address: 1501 330 Eh	<u>5+</u> City: <u>Sloov</u> State: <u>IQ</u> ZIP: <u>5105</u> 5
Phone: 712-428-6933	
Legal Ownership Information:	/
Type of ownership: Sole Proprietor [	□ Partnership □ Corporation ☑ LLC □ LLP □
	orporation, LLC, or LLP: HoChunKInC
Primary office address: 1 Mission	Drue City: Winnebago State: NE ZIP: 6807
Phone: <u>402-878-280</u> Fax:	Email:
Retail Information:	
cigarettes D Delivery sales of alt	✓ Vending machine □ Vending machine that assembles ernative nicotine/vapor products (see instructions) □ License plate number:
Types of Products Sold: (Check all tha Cigarettes I↓	t apply) Iternative nicotine products 🖬 👘 Vapor products 🗖 👘 -
Type of Establishment: (Select the opAlternative nicotine/vapor store IGrocery store IHotel/motel IOther (provide description) I	tions that best describe the establishment)         Bar □       Convenience store/gas station □         Drug store □         Liquor store □         Restaurant □
Do you have other permits issued under permit number(s):	Iowa Code chapter 453A at this retail location? If yes, provide

Do you intend to make retail sales to ultimate consumers? Yes D No D

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet.

### Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.

Name: Lance Morgan	Title: <u>CFO</u>
Address: PO Box 369	
city: Winnebc. GD	State: ZIP: ZIP: State: ZIP: ZIP:ZIP: ZIP:
Name: <u>Annette</u>	

# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Address: 310 Begenci) F	arkin	
City: Do Sin y it it	State: NO	710: 1 87177
Name:	Otate:/ V	ZIP: <u>68776</u>
Address:	nue	
City:	State:	ZIP:

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

### Signature of Authorized Party

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

11

Printed Name/Title: Lance G Morgan

Authorized Signature:	Dane College
Date: <u>5/20/25</u>	Email:

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

# FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit:
- Fill in the date the permit was approved by the council or board:
- Fill in the permit number issued by the city/county:\_\_\_\_\_\_
- Fill in the name of the city or county issuing the permit:
- New 
   Renewal

Send completed/approved application to the lowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

### **HUMAN RESOURCES DEPARTMENT**

### **MEMORANDUM OF PERSONNEL TRANSACTIONS**

### DATE: June 03, 2025

#### \* PERSONNEL ACTION CODE:

A- Appointment	<b>R-Reclassification</b>
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
Brannan, Zack	Secondary Roads	06-04-2025	Summer Engineering Aide - Temp	\$17.50/hour		A	Job Vacancy Posted on 2/12/2025. Entry Level Salary: \$17.50/hr
Sanford, Blase	Secondary Roads	06-05-2025	Summer Engineering Aide - Temp	\$18.50/hour		А	Job Vacancy Posted on 2/12/2025. Entry Level Salary: \$18.50/hr.

APPROVED BY BOARD DATE:

**MELISSA THOMAS, HR DIRECTOR:** 

Melissa Shomas HR Direbor

# **RESOLUTION #**

### **NOTICE OF PROPERTY SALE**

#### Parcels #894815480001

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

Lot Sixteen (16), in Block Three (3), Edgewater Fourth Addition, City of Sioux City, Woodbury County, Iowa (1724 Whitcher Ave.)

### NOW THEREFORE,

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

- That a public hearing on the aforesaid proposal shall be held on The 17<sup>th</sup> Day of June, 2025 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 **17**<sup>th</sup> **Day of June, 2025**, 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 \$384.00** 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 3<sup>rd</sup> Day of June, 2025.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

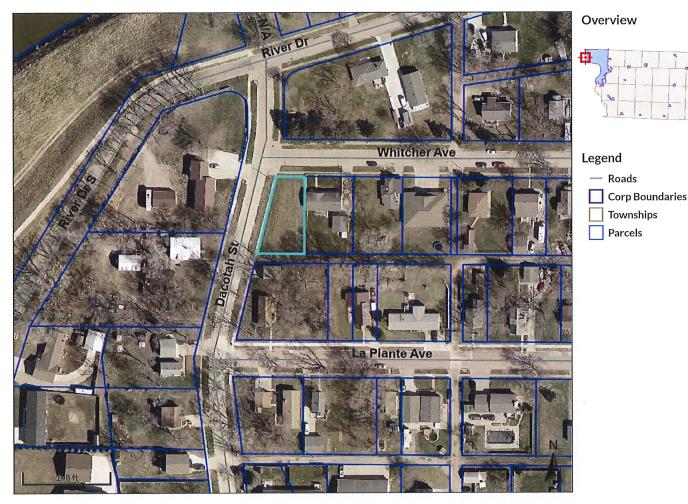
Michelle K. Skaff Woodbury County Auditor and Recorder Daniel A. Bittinger II, Chairman

# **REQUEST FOR MINIMUM BID**

Name: Eric Thomas	Date: 7-31-24
Address: 724 C St. S. SIDLIX CITY, NE 68774	Phone: <u>403-508-5915</u>
Address or approximate address/location of property interested in: 1724 Whitcher	
GIS PIN # 894815480001	
*This portion to be completed by Board Administratio	n *
Lot 14 Block 3 Edgwater 4th	
Tax Sale #/Date: 830 / 2014	Parcel #
Tax Deeded to Woodbury County on:5/9/25	
Current Assessed Value: Land <u>/// 400</u> Building	Total 400
Approximate Delinquent Real Estate Taxes:	2:11 419
Approximate Delinquent Special Assessment Taxes:	
*Cost of Services: #184	
Inspection to: Matthew Ung	Date: 7-31-24
Nucleo II 17th 10	Services \$ 184. Total \$584-
* Includes: Abstractors costs; Sheriff's costs: publishing costs; and mailing costs.	
(MinBidReg/MSWord)	•

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# Beacon<sup>™</sup> Woodbury County, IA / Sioux City



894815480001 Alternate ID 158310 Parcel ID Class R Sec/Twp/Rng n/a Property Address 1724 WHITCHER AVE Acreage n/a SIOUX CITY 0087 District EDGEWATER 4TH LOT 16 BLK 3 **Brief Tax Description** (Note: Not to be used on legal documents)

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

Date created: 5/29/2025 Last Data Uploaded: 5/28/2025 10:26:04 PM



# Beacon<sup>™</sup> Woodbury County, IA / Sioux City



Date created: 5/29/2025 Last Data Uploaded: 5/28/2025 10:26:04 PM

# WOODBURY COUNTY, IOWA BOARD ADMINISTRATION MEMORANDUM

TO:Board of SupervisorsFROM:Karen James, Board Administrative AssistantRE:Consideration of a Petition for a Tax SuspensionDATE:May 29, 2025

Please consider this request for a tax suspension for D.M. If the Board approves this request, the suspension resolution requires the chairman's signature.

Thank you.

kmj

# WOODBURY COUNTY, IOWA BOARD ADMINISTRATION MEMORANDUM

TO:Board of SupervisorsFROM:Karen James, Board Administrative AssistantRE:Consideration of a Petition for a Tax SuspensionDATE:May 29, 2025

Please consider this request for a tax suspension for J.E.C. If the Board approves this request, the suspension resolution requires the chairman's signature.

Thank you.

kmj

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

Date: <u>5/29/25</u> Weekly Agenda Date: <u>6/3/25</u>				
ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Priestley				
<b>WORDING FOR AGENDA ITEM</b> : Motion to schedule Dates and Times for 3 Public Hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Borrow pits for earth materials" as a conditional use within the Agricultural Estates (AE) Zoning District.				
	ACTION REQUIRED:			
Approve Ordinance	Approve Resolution	Approve Motion		
Public Hearing	Other: Informational $\Box$	Attachments		

#### EXECUTIVE SUMMARY:

The Woodbury County Zoning Commission conducted its review and recommendation concerning borrow pits in the Agricultural Estates (AE) Zoning District at their special meeting on May 28, 2025. This item is to schedule three public hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Borrow pits for earth materials" as a conditional use within the Agricultural Estates (AE) Zoning District.

#### BACKGROUND:

The Woodbury County Zoning Commission conducted its review and recommendation concerning borrow pits in the Agricultural Estates (AE) Zoning District at their special meeting on May 28, 2025. This item is to schedule three public hearings before the Board of Supervisors for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Borrow pits for earth materials" as a conditional use within the Agricultural Estates (AE) Zoning District.

#### 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:

Set the dates and times for 3 Public Hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Borrow pits for earth materials" as a conditional use within the Agricultural Estates (AE) Zoning District.

Tuesday, June 17, 2025, 4:45 PM Tuesday, June 24, 2025, 4:45 PM Tuesday, July 1, 2025, 4:45 PM

#### ACTION REQUIRED / PROPOSED MOTION:

Motion to schedule Dates and Times for 3 Public Hearings for Zoning Ordinance Text Amendments to the Woodbury County Zoning Ordinance, specifically to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Borrow pits for earth materials" as a conditional use within the Agricultural Estates (AE) Zoning District.

Tuesday, June 17, 2025, 4:45 PM Tuesday, June 24, 2025, 4:45 PM Tuesday, July 1, 2025, 4:45 PM

Approved by Board of Supervisors April 5, 2016.

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

ate: 05/28/2025 Weekly Agenda Date: 06/03/2025				
ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura Sievers, PE, County Engineer				
VORDING FOR AGENDA ITEM: Approve contract for county pavement markings for 2025				
ACTION REQUIRED:				
Approve Ordinance  Approve Resolution  Approve Motion				
Public Hearing	Other: Informational	Attachments		

#### EXECUTIVE SUMMARY:

The county engineer has reviewed the quotes for the application of pavement markings on various paved roads. The project was awarded and the contract for the work has been returned for approval.

#### BACKGROUND:

Annually the county reapplies paint to 50% of its paved road system. The proposed project will be completed during the 2025 construction season.

#### FINANCIAL IMPACT:

The project is paid for with local Woodbury County Secondary Road funds.

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

Yes 🗆 No 🗹

#### **RECOMMENDATION:**

I recommend that the Board approve the contract for Pavement Markings with Sir-Lines-A-Lot out of Lawton for \$192,393.50.

#### ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract for Pavement Markings with Sir-Lines-A-Lot out of Lawton for \$192,393.50.



#### WOODBURY COUNTY, IOWA CONTRACT

Kind of Work:	Pavement Markings		
Project No	Pavement Markings 2025	County	Woodbury
THIS A	GREEMENT made and entered by and between	Woodbury Count	ty, Iowa, by its Board of Supervisors consisting of the
following member	s: Daniel Bittinger II, Matthew Ung, Kent Carper,	, Mark Nelson, David Dieti	rich Contracting Authority and Sir Lines-A-Lot Lawton IA,
Contractor.	WITNESSETH: That the Contractor, for and in c	onsideration of	

One Hundred Ninety Two Thousand Three Hundred Ninety Three Dollars and Fifty Cents (\$192,393.50) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications

therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
	Project: Pavement Markings 2025	Group 1		
1.	Centerline Yellow	2,682 GAL	\$ 24.50	\$ 65,709.00
2	Edgeline Solid White	4,631 GAL	24.50	113,459.50
3.	Stop Bars	95 EACH	55.00	5,225.00
4.	Special Marking Project Old Lakeport Rd.	1 L.S.	8,000.00	8,000.00

#### **TOTAL BID**

\$192,393.50

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of April 22, 2025

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No.

Pavement Markings 2025 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are

and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before: Specified Starting Date Approximate Starting Date Completion Date Number of Working Days September 22, 2025

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

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

controversy arising hereunder.

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

as the 12 day of Macs	, _
Approved:	_
ByContractor: Sir Lines-A-Lot	
Date: 5-12-25	D

2025

By

Contracting Authority: Woodbury County Board Chairperson

Date:

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

Date: <u>5/29/25</u>		Veekly Agenda Date:	6/3/25			
ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel J. Priestley						
WORDING FOR AGENDA ITEM: A) Motion to receive the final report and the Zoning Commission's recommendation from their 5/28/25 meeting to approve the final plat of Washburn Addition, a minor subdivision, to Woodbury County, Iowa. B) Motion to accept and approve the final plat of Washburn Addition, a minor subdivision, to Woodbury County, Iowa.						
	ACTION RE	QUIRED:				
Approve Ordinance	Approve Resolu	ution 🗹 🛛 A	Approve Motion			
Public Hearing	Other: Informa	tional 🗌 🛛 A	ttachments 🔽			

#### EXECUTIVE SUMMARY:

The Supervisors will receive the Woodbury County Planning and Zoning (P&Z) Commission's recommendation and final staff report on said plat and shall approve, approve with conditions, or disapprove the plat. The Board may table the matter with the consent of the subdivider. Approval shall be in the form of a resolution to be certified as part of the final plat.

#### BACKGROUND:

Michael W. Washburn and Janine J. Washburn, Owners and Subdividers, assisted by Surveyor Alan L. Fagan, have filed for a three-lot minor subdivision on the property identified as Parcel #894635200009 referenced above. This purpose of this subdivision is to divide 8.088 acres more or less into three lots as follows: Lot 1 – 3.56 acres; Lot 2 – 2.50 acres; Lot 3 – 2.03 acres. This minor subdivision proposal has been properly noticed in the Sioux City Journal legals section on Tuesday, May 13, 2025. The neighbors within 1000 FT have been duly notified via a May 12, 2025 letter about the May 28, 2025 Zoning Commission public hearing. Appropriate stakeholders including government agencies, utilities, and organizations have been notified and have been requested to comment. The Woodbury County Engineer found the proposal in compliance with Iowa Code closure requirements and found that the lot(s) have adequate access. This property is located in the Agricultural Estates (AE) Zoning District and is not located in the floodplain. The City of Lawton approved this final plat with the passage of Resolution 2025-8. Based on the information received and the requirements set forth in the Zoning and Subdivision Ordinance, the proposal meets appropriate criteria for approval. On May 28, 2025, the Woodbury County Zoning Commission voted 4-0 to recommend acceptance and approval of the Washburn Addition Final Plat.

PROPERTY DETAILS Parcel(s): 894635200009 Township/Range: T89N R46W (Concord) Section: 35 Quarter: SE ¼ of the NE 1/4 Zoning District: Agricultural Estates (AE) Floodplain: Zone X (Not in Floodplain) Property Address: 1545 Dallas Ave., Lawton, IA 51030 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:**

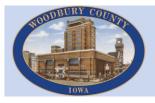
Receive the final report and P&Z Commission's recommendation from their 5/28/25 special meeting.

Approve the final plat and authorize the Chairman to sign the resolution.

#### ACTION REQUIRED / PROPOSED MOTION:

A) Motion to receive the final report and the Zoning Commission's recommendation from their 5/28/25 meeting to approve the final plat of Washburn Addition, a minor subdivision, to Woodbury County, Iowa.

B) Motion to accept and approve the final plat of Washburn Addition, a minor subdivision, to Woodbury County, Iowa.



# WOODBURY COUNTY PLANNING & ZONING

620 Douglas Street, Sixth Floor, Sioux City, Iowa 51101

712.279.6609 - 712.279.6530 (Fax)

Daniel J. Priestley, MPA – Zoning Coordinator dpriestley@woodburycountyiowa.gov

**Dawn Norton – Senior Clerk** dnorton@woodburycountyiowa.gov

FINAL REPORT – MAY 29, 2025					
WASHBURN HOMESTEAD – MINOR SUBDIVISION PROPOSAL					
APPLICATION DETAILS		PROPERTY DETA	ILS	CONTENTS	
Applicant(s)/Owner(s):	Michael W. Washburn and Janine	Parcel(s):	894635200009	Summary, Aerial Map, Plat Excerpt, Recommendation, &	
	J. Washburn	Township/Range:	T89N R46W (Concord)	Suggested Motion	
Application Type:	Minor Subdivision	Section:	35		
Name of Subdivision:	Washburn Addition	Quarter:	SE 1/4 of the NE 1/4	Application	
Application Date:	April 25, 2025	Zoning District:	Agricultural Estates (AE)		
Number of Lots:	Three (3)	Floodplain:	Zone X (Not in Floodplain)	Review Criteria / Applicant Responses	
Total Acres:	8.088 more or less	Property Address:	1545 Dallas Ave., Lawton, IA 51030		
Extraterritorial Review:	City of Lawton			Legal Notification	
Legal Notice Date:	Tuesday, May 13, 2025				
Neighbor(s) Notice Date:	Monday, May 12, 2025	PROPOSED MINOR SL	JBDIVISION: To be known as Washburn	Neighbor(s) Notification	
Stakeholder(s) Notice Date: Wednesday, April 30, 2025			vision to Woodbury County, Iowa, a three-lot		
Zoning Commission Public Wednesday, May 28, 2025		minor subdivision in a 8.088-acre more or less portion of T89N R46W		Stakeholder(s) Comments	
Hearing Date:		1 17	Section 35 in the SE 1/4 of the NE 1/4 on Parcel		
Board of Supervisors	Tuesday, June 3, 2025		roperty is approximately two-miles west of	Supporting Documentation	
Agenda Date:			5.5 miles east of Sioux City. The property is		
Attorney:	Robert Rehan, 712-255-1085		al Estates (AE) Zoning District.		
Surveyor	Alan Fagan, 712-539-1471	Owner/Applicant: Michae	el W. Washburn and Janine J. Washburn,		

#### SUMMARY

Surveyor:

Michael W. Washburn and Janine J. Washburn, Owners and Subdividers, assisted by Surveyor Alan L. Fagan, have filed for a three-lot minor subdivision on the property identified as Parcel #894635200009 referenced above. This purpose of this subdivision is to divide 8.088 acres more or less into three lots as follows: Lot 1 – 3.56 acres; Lot 2 – 2.50 acres; Lot 3 – 2.03 acres. This minor subdivision proposal has been properly noticed in the Sioux City Journal legals section on Tuesday, May 13, 2025. The neighbors within 1000 FT have been duly notified via a May 12, 2025 letter about the May 28, 2025 Zoning Commission public hearing. Appropriate stakeholders including government agencies, utilities, and organizations have been notified and have been requested to comment. The Woodbury County Engineer found the proposal in compliance with Iowa Code closure requirements and found that the lot(s) have adequate access. This property is located in the Agricultural Estates (AE) Zoning District and is not located in the floodplain. The City of Lawton approved this final plat with the passage of Resolution 2025-8. Based on the information received and the requirements set forth in the Zoning and Subdivision Ordinance, the proposal meets appropriate criteria for approval. On May 28, 2025, the Woodbury County Zoning Commission voted 4-0 to recommend acceptance and approval of the Washburn Addition Final Plat.

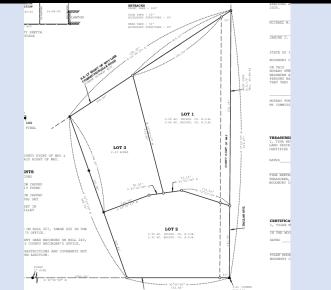
1545 Dallas Ave., Lawton, IA 51030.

#### **AERIAL MAP**



Alan Fagan, 712-539-1471

#### PLAT EXCEPRT





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: Recommendation: Washburn Addition, Minor Subdivision Proposal

PROPERTY DETAILS:				
Parcel(s):	894635200009			
Township/Range:	T89N R46W (Concord)			
Section:	35			
Quarter:	SE 1/4 of the NE 1/4			
Zoning District:	Agricultural Estates (AE)			
Floodplain:	Zone X (Not in Floodplain)			
Property Address:	1545 Dallas Ave., Lawton, IA 51030			

Dear Board of Supervisors:

This letter is to inform you that the Woodbury County Zoning Commission reviewed the **Washburn Addition**, final plat minor subdivision proposal following the scheduled public hearing that occurred at the special meeting of the Woodbury County Zoning Commission on May 28, 2025.

Following the public hearing, the Zoning Commission voted <u>4</u> to *O* recommend the acceptance and approval of the said final plat to the Woodbury County Board of Supervisors.

Please refer to the draft copy of the Zoning Commission minutes for details about the Commission's recommendation.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2025.

len ristine Zellmer Sent, Chair Woodbury County Zoning Commission

I, THE	WOODBURY COUNTY ZONING COMMIS	CERTIFY THAT I AM THE CHAIRMAN OF SSION OF WOODBURY COUNTY, TOWA AND
DO ADV THA	FURTHER CERTIFY THAT SAID COM ISEMENT THE PLAT OF WASHBURN A T SAID WOODBURY COUNTY ZONING	MISSION HAS HERETOFORE TAKEN UNDER ADDITION, WOODBURY COUNTY, IOWA, AND COMMISSION OF WOODBURY COUNTY, IOWA
SAM		, 2025 APPROVE THE OMMEND TO THE WOODBURY COUNTY BOARD IOWA, THE ACCEPTANCE AND APPROVAL
DAT	ED THIS _28 DAY OF	May , 2025.
CHR	IS ZHLIMER ZANG	, itur
WOO	DBURY COUNTY ZOVING COMMISSION	N OF

#### Woodbury County Zoning Commission Special Meeting Minutes

Date: May 28, 2025 Time: 5:00 PM Location: Board of Supervisors' Meeting Room, Basement, Woodbury County Courthouse, 620 Douglas Street, Sioux City, IA

#### MEETING AUDIO:

For specific content of this meeting, refer to the recorded video on the Woodbury County Zoning Commission "Committee Page" on the Woodbury County website:

- County Website Link:
  - o https://www.woodburycountyiowa.gov/committees/zoning\_commission/
  - YouTube Direct Link:
    - https://www.youtube.com/watch?v=HoUh4IVeBoI

#### Attendees

- Commissioners Present: Chris Zellmer Zant Chair, Tom Bride Vice Chair, Corey Meister, Steve Corey
- Commissioner Absent: Jeff Hanson
- Staff Present: Dan Priestley Zoning Coordinator, Dawn Norton Senior Clerk
- **Public Attendees:** Alan Fagan (Land Surveyor), Jason Reynoldson (Morningside University), Steven Sitzmann, Debbie De Forrest, Chad Hofer, Jim McCullough, Frank Huseman, Dale Drees, Lynn Drees, Adam Boeve

#### Call to Order

Chair Chris Zellmer Zant called the meeting to order at 5:00 PM on May 28, 2025, noting that the meeting would be audiorecorded and minutes prepared. Attendees were asked to silence cell phones and complete the attendance sheet. Zellmer Zant outlined the commission's procedures, emphasizing public hearing protocols, including staff reports, public comments limited to three minutes, and the process for closing hearings and deliberating motions. She noted that ex-parte communications must be disclosed before deliberations.

#### Roll Call

Zellmer Zant conducted a roll call, confirming the presence of all commissioners except Jeff Hanson. The record reflected a quorum.

#### Public Comment on Matters Not on the Agenda (Information Item)

Zellmer Zant opened the floor for public comments on non-agenda items. No comments were received.

#### Approval of Minutes from Previous Meeting: March 24, 2025 (Action Item)

Zellmer Zant presented the minutes from the March 24, 2025, meeting for approval.

- Motion: Commissioner Corey moved to approve the minutes.
- Second: Commissioner Meister seconded the motion.
- Vote: Unanimous approval (4-0, all present saying "aye"). Outcome: The minutes were approved.

#### 5. Items of Business

a. Public Hearing: Proposed Washburn Addition Minor Subdivision, Parcel #894635200009 (Michael W. and Janine J. Washburn) (Action Item)

#### Staff Presentation (Dan Priestley):

Priestley introduced the proposal for a three-lot minor subdivision on parcel #894635200009, owned by Michael W. and Janine J. Washburn, to divide 8.088 acres into Lot 1 (3.56 acres), Lot 2 (2.5 acres), and Lot 3 (2.03 acres). The property, located in the Agricultural Estates (AE) Zoning District, facilitates potential housing development. The proposal complied with lowa Code closure requirements, as confirmed by County Engineer Laura Sievers, who outlined access criteria for the lots. The City of Lawton approved the final plat, and all stakeholders were notified with no objections received. Priestley recommended approval to the Board of Supervisors.

- Public Comments:
  - Alan Fagan (Surveyor) clarified that the septic system for Lot 2 is self-contained, Lot 3 is to be sold to the adjacent western property owner with no building planned, and Lot 1 is for sale. No further questions were raised.
- Motion to Close: Commissioner Bride moved to close the public hearing.
- Second: Commissioner Corey seconded.

• Vote: Unanimous (4-0).

#### Deliberation and Motion:

No further discussion occurred.

- Motion: Commissioner Corey moved to recommend approval of the Washburn Addition minor subdivision to the Board of Supervisors.
- Second: Commissioner Bride seconded.
- Vote: Unanimous (4-0, all saying "aye").
- **Outcome:** The commission approved recommending the Washburn Addition minor subdivision to the Board of Supervisors.

# b. Public Hearing: Proposed Zoning Ordinance Map Amendment (Rezone) from Agricultural Preservation (AP) to General Industrial (GI), Parcel #864629351012 (New Cooperative, Inc.) (Action Item)

#### Staff Presentation (Dan Priestley):

Priestley presented New Cooperative, Inc.'s application to rezone parcel #864629351012 from AP to GI, located near the city limits of Sloan, adjacent to their existing GI-zoned grain facility. The rezoning would enable a temporary grain storage facility with a 1.7-million-bushel corn capacity, aligning with county land use guidelines for grain terminals in GI zones. The proposal was advertised in the Sioux City Journal on May 13, 2025, and neighbors were notified by letter on May 12, 2025, with no direct objections received. Stakeholders, including government agencies, were notified, and the proposal met zoning ordinance criteria. Priestley recommended approval, pending public testimony.

- Public Comments:
  - Frank Huseman from New Cooperative confirmed the facility is for temporary grain storage located just outside Sloan's city limits. No other public comments were received.
  - Motion to Close: Commissioner Meister moved to close the public hearing.
- Second: Commissioner Corey seconded.
- Vote: Unanimous (4-0, all saying "aye").

#### Deliberation and Motion:

No further discussion occurred.

- **Motion:** Commissioner Bride moved to recommend approval of the rezoning from AP to GI for parcel #864629351012 to the Board of Supervisors.
- Second: Commissioner Meister) seconded.
- Vote: Unanimous (4-0, all saying "aye"). Outcome: The commission approved recommending the rezoning to the Board of Supervisors.

# c. Public Hearing: Consideration of Borrow Pit for Earthen Material in Agricultural Estates (AE) Zoning District, Zoning Ordinance Text Amendment (Action Item)

#### Staff Presentation (Dan Priestley):

Priestley explained the Board of Supervisors' April 29, 2025, directive to amend the zoning ordinance to allow borrow pits as a conditional use in the AE Zoning District, currently prohibited under Section 3.03(4). The amendment, proposed under Section 2.02(9), would enable case-by-case reviews by the Zoning Commission and Board of Adjustment, addressing environmental, traffic, and neighborhood impacts. The change aims to promote equity, as borrow pits are permitted in AP zones, and support agricultural safety and infrastructure. Priestley provided background on the 2008 ordinance, noting AE districts' higher housing density raised concerns about borrow pits' compatibility. He highlighted the broad definition of "borrow pit," which lacks size thresholds, complicating enforcement. Conditional use permits would allow scrutiny of temporary projects, ensuring public input and mitigation measures (e.g., dust control, stormwater plans). Priestley referenced agricultural exemptions allowing farmers to move dirt without permits, contrasting with economic borrow activities requiring permits.

- Public Comments:
  - Steve Sitzman (Sioux City) described a personal experience where a contractor removed a hill on his
    property without a permit, later requiring a grading permit. He supported borrow pits for development, citing
    Sioux City's need to expand outward.
  - Alan Fagan suggested the county purchase right-of-way for road projects, remove dirt, and sell it back, avoiding borrow pit classification. Priestley noted this could be explored but emphasized private property triggers conditional use review.
- Motion to Close: Commissioner Corey moved to close the public hearing.
- Second: Commissioner Bride seconded.

• Vote: Unanimous (4-0, all saying "aye").

#### **Deliberation:**

Commissioners discussed the lack of a clear borrow pit size definition, with Bride noting the 2008 prohibition in AE aimed to protect residential areas. Meister supported conditional use permits for case-by-case evaluation, addressing neighbor concerns. Priestley emphasized notification requirements and mitigation conditions (e.g., dust control, haul routes) via Board of Adjustment resolutions. The commission agreed one public hearing was sufficient, given the Board of Supervisors' three additional hearings.

#### Motion:

- **Motion:** Commissioner Bride) moved to recommend including borrow pits for earthen materials as a conditional use in the AE Zoning District, subject to scrutiny via the conditional use process.
- Second: Commissioner Corey seconded.
- Vote: Unanimous (4-0, all saying "aye").
   Outcome: The commission approved recommending the ordinance amendment to the Board of Supervisors, with staff and the chair drafting a letter to the board.

# d. Review of Conditional Use Permit: Competitive Athletic Baseball Field, Morningside University, Parcel #884714300005 (Action Item)

**Note:** The commission unanimously approved reordering the agenda to address this item before the nuclear energy discussion, via a motion and second (4-0 vote).

#### Staff Presentation (Dan Priestley):

Priestley clarified this was a review session, not a public hearing, to assess the completeness of Morningside University's conditional use permit application for a baseball stadium on parcel #884714300005 in the AP Zoning District, where such uses are eligible. Jason Reynoldson, representing Morningside, proposed a facility to support organized sports, health, wellness, and community events, with minimal environmental impact through permeable surfaces, native landscaping, and noise/light controls. The project aims to attract visitors, boost local businesses, and foster social interaction. Priestley requested an updated staff analysis be entered into the record, correcting inaccuracies in the packet. He noted the proposal aligns with the county's comprehensive plan but emphasized the need for public input at the Board of Adjustment's public hearing on June 2, 2025.

#### Motion to Accept Updated Staff Analysis:

- Motion: Commissioner Bride moved to accept the updated staff analysis into the record.
- Second: Commissioner Meister seconded.
- Vote: Unanimous (4-0, all saying "aye").
   Outcome: The updated analysis was accepted. The updated analysis is available in the appendix.

#### Comments (Review Session):

- Jason Reynoldson (Morningside University): Estimated 50 games annually, mostly afternoon games in March, with rare night games (one per season potentially past 10 PM). Parking is planned for the southeast corner, with traffic directed to minimize impact. The field's orientation (south/west) reduces light impact on neighbors. The remaining 54-56 acres are for agricultural programs.
- Chad Hofer (nearby property owner): Expressed concerns about night game time restrictions, water usage affecting neighbors' wells, and septic system proximity. Noted the property was initially for agricultural use, not a baseball field, and raised traffic concerns on County Road 141.
- **Commissioner Comments:** Meister highlighted potential non-college use (e.g., high school teams), suggesting Board of Adjustment conditions. Corey emphasized addressing traffic and event scope.
- Jim McCullough (nearby property owner): Questioned why Morningside wasn't using Sioux City Explorers' field, citing underuse. Reynoldson explained failed negotiations with the Explorers' owners.
- **Debbie De Forrest (nearby property owner):** Raised concerns about noise and asked about lighting strategies, and other events being allowed at stadium.

#### Deliberation and Motion:

The commission found the application complete and sufficient for Board of Adjustment review, noting public concerns (traffic, time restrictions, event scope) to be addressed in a letter from Chair Zellmer Zant.

- **Motion:** Commissioner Corey moved to recommend forwarding the application to the Board of Adjustment, based on the application's criteria.
- Second: Commissioner Bride seconded.

• Vote: Unanimous (4-0, all saying "aye"). Outcome: The commission approved forwarding the application, with a letter reflecting public concerns.

# e. Public Hearing: Consideration of Nuclear Energy Facilities and Nuclear Waste Storage in Zoning Ordinance (Action Item)

#### Staff Presentation (Dan Priestley):

Priestley outlined the ongoing discussion, initiated by the Board of Supervisors in 2024, to include "nuclear energy facilities" and "nuclear waste storage" as land use options in the zoning ordinance, likely as conditional uses in the General Industrial (GI) Zoning District. The hearing addressed nuclear energy generation, modular systems, and related technologies. Assistant County Attorney Joshua Widman memos emphasized defining these terms explicitly to avoid legal challenges, as the current "electrical energy generation" category could lead to interpretation disputes with a 500-foot notification radius. Priestley proposed a 10-mile notification zone for nuclear uses. He consulted the Nuclear Regulatory Commission (NRC) via Brian Bergeon, who detailed NRC's regulatory role, licensing requirements, and federal oversight of reactors, materials, and waste (per Title 10, Code of Federal Regulations). The NRC's process involves rigorous safety and business model reviews, complementing local conditional use scrutiny. Recent executive orders (May 2025) by the President aim to streamline NRC processes, targeting 400 gigawatts of nuclear capacity by 2050. Priestley suggested drafting ordinance language with Widman's guidance for further review.

- Public Comments:
  - Lynn Drees (resident): Supported clarifying nuclear uses, favoring a 10-mile or larger notification radius due to long-term risks (e.g., waste seepage). Expressed concern about rezoning agricultural land to industrial, which Priestley countered with protections against spot zoning via the 2040 Comprehensive Plan and future land use map.
  - Alan Fagan (Sioux City): Opposed nuclear facilities, citing federal oversight failures, flood risks in industrial areas, and long-term storage uncertainties (300 vs. 10,000 years). Questioned the need for nuclear in densely populated Woodbury County versus sparsely populated states.
- Public Hearing Closed: The public hearing was closed and the commission transitioned to deliberation.

#### **Deliberation:**

Commissioners discussed the NRC's timeline (unclear but multi-year), driven by AI and data center energy demands. Corey noted small modular reactors' potential (e.g., powering Las Vegas). The commission agreed more public input was needed, given increased participation. Priestley suggested enumerating nuclear terms in the land use summary table with a 10-mile notification radius, prohibiting them elsewhere, and relying on federal compliance.

#### Motion:

- **Motion:** Commissioner Coery moved to continue the discussion for one month to draft ordinance language with Joshua Widman for further public review.
- Second: Commissioner Meister seconded.
- Vote: Unanimous (4-0, all saying "aye").
  - Outcome: The commission approved continuing the discussion, with staff to prepare draft language.

#### f. Accessory Second Dwelling, Senate File 592 (Information Item)

#### Staff Presentation (Dan Priestley):

Priestley discussed Senate File 592, signed May 1, 2025, amending Iowa Code Section 331.301 to mandate counties allow accessory dwelling units (ADUs) on single-family lots, either attached or detached, with minimal restrictions (e.g., setbacks, 50% size ratio, 1,000 sq ft minimum). Previously, ADUs required conditional use permits for relatives or workers. The law limits county restrictions, potentially requiring ordinance amendments to remove prohibitions. Priestley foresaw issues with lot splits, septic systems, and real estate market impacts, suggesting strategic placement to facilitate future subdivisions. He planned to consult Joshua Widman on compliance.

#### Discussion:

Commissioners raised concerns about setback enforcement (e.g., 10 feet between houses) and lot split challenges. Priestley noted ADUs could lead to unpermitted rentals or tax burdens, impacting property values. The commission anticipated ordinance updates to align with state law.

#### g. Variance Legislation (Information Item)

#### Staff Presentation (Dan Priestley):

Priestley outlined changes to variance criteria at the Board of Adjustment, shifting from economic hardship to practical

difficulty for setbacks, lot sizes, and measurements (not use variances, which are barred). He cited a successful variance case involving a two-acre lot with a creek, where a reduced setback was approved after stakeholder input. The new criteria aim to make variances more flexible while maintaining oversight.

#### Discussion:

No questions or comments were raised.

#### Public Comment on Matters Not on the Agenda

No additional comments were received.

#### Staff Update

Priestley reiterated plans to work with Joshua Widman and the Board of Supervisors to amend the zoning ordinance in response to Senate File 592 and variance legislation, potentially by striking restrictive language. He suggested a streamlined amendment process to comply with state law.

#### Commissioners' Comments or Inquiries

No comments were recorded.

#### Adjournment

- Motion: Commissioner Meister moved to adjourn.
- Second: Commissioner Corey seconded.
- Vote: Unanimous (4-0, all saying "aye"). Outcome: The meeting adjourned at 7:30 PM

#### **APPENDIX – RECEIVED INTO THE RECORD**

ONING ORDINANCE CRITERIA FOR BOARD APPROVAL	STAFF ANALYSIS:
Conditional Use Permits are determined by a review of the following orderia by the Zoning Commission (ZC) and Board of Adjustment BOA). The ZC mates a recommendation to the BOA which will deside following a public hearing before the Beard.	The Lare Use Summary Table (Section 3.03.4) of the 'Woodbury County Zoning Ordinance' includes the Agricultural Preservation 'AF') Zoning Districtional localization and approval by the Board of Acjustmenn.
APPLICANT'S DESCRIPTION OF THE PROPOSED CONDITIONAL USE:	Acjustinen.
Transforming Agricultural Landinton Thrving Community Hat: The Future Reaeball Field Project The proposed baseful field is an exploring to bring a high-puelty necessional facility to the community while respecting the agricultural clanactor of the fund The poperties roles activations and setting a facility of the community while respecting the agricultural clanactor of the fund The poperties roles activations and setting a facility of the community while respecting the agricultural	CRITERIA 2: The proposed use and development will be in hemory with the general purpose and intent of this onlinance and the goals, objectives and standards of the general plan (Woodbury County Zoning Ontlinance, Sec. 2024).
contributing to the ocal economy.	APPLICANT RESPONSE:
<ul> <li>Why This Project Works</li> <li>Bretwick Level Land: While zoned under Aquicy Load Preservation (AP), the field use fries as a concitored use per Abacebory County's</li> </ul>	Community Recreation: Providing space binorganized sports and recreational activities aligns with fostering community engagement, physical we l- using, and lead by fillestyles, which may be greate or timed in the general part.
zon ng ordinanse. The ensures that the project aligns with established kind-use regulations. — Inhan cing Lammuit ty Kensel aliou: A defaciated space to regar cede spaces supports health and we liness, huidts community spint, and provides approximate is provided and alike leagues to three.	Efficient _end Use: The development of a base ball field could utilize hard that inght not be viable for intensive agricultural use, while still maintaining open space, which can be in harmony with preservation objectives.
<ul> <li>Economic &amp; Social Barelitis: The being will attract voltare, premate local businesses, and previde agarthening space for sworts, bobbing economic agarthening social interaction.</li> <li>Subsidiar able &amp; Responsible Development: Thoughtful barning will minimize environmental impact, magniting issues like germeable</li> </ul>	Economic and Social Benefits: By creating a venue for local such a venue, the field in expansion and generate economic advice, sequenting the product objectives of community development.
<ul> <li>Static and the population of subjects in additional and intermediate index, indexing enclose no particulate subjects to static additional additiona additional additional additionadditional additional additional additional additional additio</li></ul>	Compatibility with Existing Lend Use: If designed thought uly, the basebal field could complement sum unding areas and maintain an aesthetic that aligns with AP conting, minimizing distingtion and enhancing the area's value.
<ul> <li>Hinimal Disruption: the maped with breaking and bit carrier and summarizing agricultural lead, measuring over space and ensuring minimal methods with adjust of poperties.</li> <li>Tettike Sinfrastructure Men in the "Poper metad access, participability on additability and totalism management stategies will keeperapacities under </li> </ul>	Promoting Environment of Stewardship: Susainable design practices, such as using eco-Inkindly materias or preserving adjacent natural habitati, could align the development with environmental costs. of the general poat.
compoliwhile maintaining a seamless flow for / sipos. <ul> <li>Environmental Stewardship: Incorporating eco-frencity practices and maintaining scenic integrity ensure that the area's natural beauty</li> </ul>	STAFF ANALYSIS:
<ul> <li>within unixeduc.</li> <li>within there is a close shifty. Essential loci list—such as "estroars, concessions, e negens vertices access, and veste mangement—with access and close on local vite acring community read.</li> <li>In baselab listed month and units point water list homogenable services, a content programs, community contraction, and responsible</li> </ul>	The propose banebal field appents be connectible with the Woodbuy CountyZoring Orcinance and Connucleatives Plan 2040, as it can achieve to conneg regulations and confidential use structured. It connect study with the additionate promoting community wells and additionation and it supports the Comparison to Plan costs by subarrance reservations for files, provide connect result, and ensuring comparisons in advised by devices on a structure of the subarrance reservations for files and the subarrance reservations for the subarrance reservations of the subarrance reservations for the subarrance reservations of th
It is taken there is not an accurate while in controps, and way, it a vacine is acquire, community connected, and is particle development. (b) believe the precision doguesting with compared prior environment integrity, and floregitteling and it, it is point with severals positive addition b the local landscape while a bying true to agric than presentation values.	[https://www.woodburycountyjowa.gov/files/community_economic_development/woodbury_county_comprehensive_plan_2040_03417.pdf
Current Penni Agelicettivas - Earchai Field kon skopanen: Nen an actinuk valengar H. Rourdin en Keng van Hung Kensking fin semischaral starks britte preset. As pair atthe penniting posses • The focus of them Les besiminated and will be publiced and the Sour City kar und nu Wer § 2025. • A tooogeneided varies are under under water specific fils Sour City (and under Source).	CRTERIA 3: The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the claracter of the relativational, traffic conditions perfain, utility fadilities, and o her factors affecting the public health, adder and general weeker (Woodhury Court) Zorting Orthones, Sec. 212-9).
<ul> <li>Jon completion, Doug Rose wills ubin title SWPPP planabing with the General Fermit No.2 application to the Department of Natural</li> </ul>	APPLICANT RESPONSE:
Resources (DRR), ensuing care diverse with require entric numerial excludings. Concentration with the County Engineer's Office has been conducted to approve driveway access to the property, Discussions with Laura Assess and acceloi Blank have no themet alignment with carefy requirements	Environmental Impact Assessment: Colduct at toologies tody to identify potential injusts on soil, water, and local accessions. This legs in cesing impressures to initigate harr.
<ul> <li>The application for a rural acceleration share been a standing and her associated fee less been paid.</li> <li>A Building form if has been itled in extense to steaming the conclusion multitative standing and the project.</li> </ul>	Community Engagement: Involve local residents and stateholds bisinfy in the painting process. Their insuition help address concerns about relea, traite, and other dam process.
MAP DRAWN TO SCALE, SHOWING THE SUBJECT PROPERTY, ALL STRUCTURES AND OTHER IMPROVEMENTS WITH THE	Sustanable Deeprinces and for only practices, such as using permeable materials for parking both produce water number and parting native vegetation to support booke sity.
PROPOSED CONDITIONAL USE IDNTIFIED FER STRUCTURE OF IMPROVEMENT, PROVID BY ATTACHMENT See atached plans	Traffic Management: Develop a plan to handle increased traffic, including aderuate parking and safe access routes, to minimbe disciplion to the sumaunding area
CRITERIA 1: The conditional use requested is authorized as a conditional use in the coning district within which the property is located	Noise and Light Control: Use sound barriers and stategics ly placed lighting to reduce noise and light pollution, ensuring in nimal disturbance to resolve residents and which ite.
and that any specific conditions or standards described as part of that authorization have been or will be satisfied (Woodbury Councy Zoning Ordinance, Sec. 2.02-9).	Preservation or Agricultural Land: Bipossible, design the held to occupy the least productive agricultural a next meaning prime terminant for out freshion.
APP: CANT RESPONSE: • The parel imparted in a currently zened as Agricultural Preservation APC: According to Section 4 of the Zoning Ordinaneed Wardbury Courty, filled "helicute, fields down apacterize remetion are indicated as a conditional to a Attiticute, the ordinates specifies the	Monitoring and Maintenance. Establish orgoing nonitoning to actives a ny universe in souse and maintain the field in an environmentally exponsible moment.
International statement of the statement	STAFF ANALYBIS:
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ty (Woodbury County Zoning Ordinance, Sec. 2.02-9). APPLICANT RESPONSE:	
	all field can incorporate elements that align with the agricultural nature of the area, intestapting.
Traffic and Access Management: Proper planning for parking an impaction usig to ing properties.	decrease routes as n prevent congestion and ensure smooth traffic flow, reducing the
Noise and Light Control: Implementing measures like sourd bair maintaining the arears tranquility.	ers and sheided lighting can prevent disturbances to nearby readerts and vnidlife,
Community Benefits: A baseball field can provide recreational op rather than a detriment to the area's cevelopment.	contunities and foster community engagement, which may be seen as an enhancement
Environmental Considerations: Ensuring that the feld's construct preserve the natural environment.	tion and maintanance do not harm local ecosystems or water resources can help
Monitoring and Compliance. Regular monitoring to ensure achier with the sum unding properties	note to permit conditions can address any unforeseen issues and maintain harmony
STAFF ANALYSIS:	
college be mindful of the neighborhood and do what they ca	ste and traffic in the area during events. It should be expected that the n to mitigate any conflicts including these that could potentally impact
neighbors	
DIA D. Connected and the facilities and services will adverse	tely serve the proposed use or development (WoodburyCountyZoning
ince, Sec. 2.02-9).	ary some the proposed as of abreit price (woodbury county zoning
APPLICANT RESPONSE:	
Road Access & Transportation – Well-maintained roads and high transportation options , if available, dan for the source traddessibility	waye ensure safe and efficient access for players, epectators, and staff. Public
Weter Supply & Dreinege - Acequate water supply for inigation, mantain held conditions.	estrooms, and concessions is crucia. Proper drainage systems prevent "kooding and
Electricity & Lichting - Reisble electrical infrastructure supports evening games.	fald lighting, scoreboards, and other operational naeds, ensuing usability during
evenino dames.	fald lighting, scoreboards, and other operational needs, ensuring usability during medical hacintes ensure service and rapid response in case of emergencies.
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Trific and infrastructure Paniline - Projeraccess cones are parking lacifies can prevent comparizinane maintain the orderly development of opport programs. STAFF ANALYSIS: The wideas net appear to be any significant impact data mitred.

CONSIDERATION 1: The proposed use or development, at the particular location is necessary or desirable or provide a service ty that is in the public intervel or will contribute to the general welfate of the neighborhood or community (Weedbury County Unitervers, Nex. 2024).

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TAFF ANALYBIS: his proposed conditional use can be construed as a neconomic development learue that supports education and quality of life

# CONSURATION 2: All possible offorts, including building and allo design, fandscepting and ancening have been undertaken to a any advance offacts of the proposed use or development (Woodkary County Zoning) Orlinance, Soc. 2.02-9).

Training accounts and the set of the proposed use or development (Woolkary Country Zoning Ordinance, Soc. 202-9). APPLE ANT DESCONSE: the account of the set of all be blen or Doruth II while the leveloped with minimal impact on the surreucing environment address much be by possible before the set of all be blen or Doruth II while the level the large activation is an elevelone. But is a count of the set of the level the set of the set

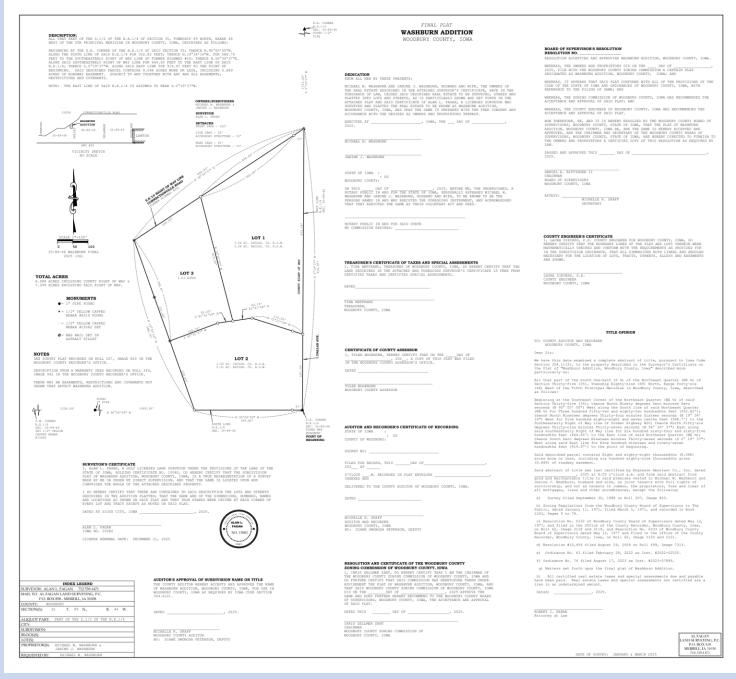
sume Annual this: This organization can live up to the commitment as expected through the conditional use permit process to responsible construct and pennies finality that is compliant with the zoning regulations and ismndful of the neighbortooc.

# RECEIVED

WGODBURY COUNTY, IOWA APR 2 5 2025 MINOR SUBDIVISION APPLICATION
Applicant: MICHAEL JANINE WASHBURN WOODBURY COUNTY Name of Owner
Mailing Address: 1545 DALLAS AVE, LAWTON JA 51030-9768 Street City or Town State and Zip +4
Property Address: 1545 DALLAS AVE. LAWTON IA 57030-9768 Street City or Town State and Zip +4
Ph/Cell #: 712 266-5167 E-mail Address: FRITZWO@WATEL, NET
To subdivide land located in the $N \in \frac{1}{2}$ Quarter of Section $35 - 69 - 46$
Civil Township CONCORD GIS Parcel # 894635200009
Name of Subdivision: WASHBURN ADDITION
Subdivision Area in Acres 8.09 Number of Lots 3
Attachments:
1. Eight (8) copies of grading plans; if required.     AF
2. Eight (8) copies of final plats (Complete per Section 4.01 of the Subdivision Ordinance).
3. An attorney's opinion of the abstract.
<ul> <li>4. A Certified abstractor's certificate to include: <ul> <li>a. Legal description of proposed subdivision.</li> <li>b. Plat showing clearly the boundaries of the subdivision.</li> <li>c. A list of names, mailing addresses (including the ZIP + 4), and legal descriptions of all property owners within 1000'.</li> </ul> </li> </ul>
Surveyor: ALAN FAGAN Ph/Cell: 712 539-1471
Surveyor:         ALAN FAGAN         Ph/Cell:         712 539-1471           Attorney:         ROBERT RELIAN         Ph/Cell:         712 255-1085
I hereby grant permission to the Woodbury County Zoning Staff and elected or appointed officials to conduct on-site inspections.
Owner's Signature:ALAN FACAN FOR OWNER
For Office Use Only:
Zoning District AFE Flood District X Date 4-25-25 No. 70.52
Application Fee       4 Lots or less (300* Additional Fees)         5 Lots or more (\$300* plus \$5 per lot + Additional Fees)

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

### FINAL PLAT



### ATTACHMENTS ASSOCIATED WITH THIS FINAL PLAT WILL/MAY ALSO BE RECORDED SEPARATELY

- DEDICATION, IF APPLICABLE
- TITLE OPINION OR UPDATED TITLE OPINION, IF APPLICABLE
- RESOLUTION FROM THE CITY OF LAWTON
- AGREEMENT TO IMPOSE COVENANT BASED UPON LINEAL LOT FRONTAGE, IF APPLICABLE
- MORTGAGE RESOLUTION, IF APPLICABLE

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

#### ZONING COMMISSION – REVIEW CRITERIA (SUBDIVISION ORDINANCE)

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

shall conduct a public hearing on a final plat for a minor subdivision. Notice of the date, time and location of the hearing will be mailed to the owners of all property within 1,000 feet for the subject property not less than four nor more than twenty days prior to the date of the hearing; and

Staff have ensured that the legal requirements have been met for publicly noticing this public hearing, all as required by law. Staff have also ensured the notice requirement for adjacent landowners within 1000 FT have also been met.

shall review the final plat and the staff reports and other information presented to determine whether the plat conforms to the ordinances, general plan and other policies of the county; and

Staff have compiled, reviewed, and analyzed all relevant materials to determine whether the plat conforms to the ordinances, general plan, and other policies of the County, or not. Staff provided this information in a "Staff Report" format and made them available to the Commission well in advance of the required public hearing. The Commission also held a public hearing to review, analyze, and discuss the final plat and other relevant information.

may recommend specific conditions for approval including use restrictions required to preserve and improve the peace, safety, health, welfare, comfort, and convenience of the future residents of the subdivision and neighboring properties; and

Staff does not recommend any specific conditions for this final plat. However, specific conditions (if any) may be recommended by the Commission.

shall forward a report of its finding and a recommendation to the Board of Supervisors. The recommendation shall be in the form of a resolution to be certified as part of the final plat materials. A copy of the report and the resolution shall also be forwarded to the property owner, the subdivider and the land surveyor for the subdivision.

During its required public hearing on the final plat, the Board of Supervisors will receive the final staff report and the Commission's recommendation on said plat and shall approve, approve with conditions, or disapprove the plat. The Supervisors may table the matter with the consent of the subdivider. Approval shall be in the form of a resolution to be certified as part of the final plat. Staff will coordinate with the subdivider and land surveyor to ensure all copies and recordings are submitted and received, all as required by law.

#### CITY OF LAWTON, WOODBURY COUNTY, IOWA CITY COUNCIL RESOLUTION NO. 2025-08

RESOLUTION ACCEPTING AND APPROVING THE PLAT OF WASHBURN ADDITION, WOODBURY COUNTY, IOWA.

NOW, THEREFORE BE, AND IT IS, RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAWTON, WOODBURY COUNTY, IOWA, THAT SAID PLAT OF WASHBURN ADDITION, WOODBURY COUNTY, IOWA, AS HERETO ATTACHED AND FORMING PART OF THIS RESOLUTION BE, AND THE SAME HEREBY IS, ACCEPTED AND APPROVED.

PASSED MAX 14, 2025 un CO

1 da

JESSE PEDERSEN MAYOR

APPROVED MAY 14, 2025

ATTEST: TRICIA JERNBERG CITY CLERK

STATE OF IOWA : : SS COUNTY OF WOODBURY :

I, TRICIA JERNBERG, CLERK OF THE CITY OF LAWTON, WOODBURY COUNTY, IOWA, DO HEREBY CERTIFY THAT THE FOREGOING IS A FULL, TRUE, AND CORRECT COPY OF A RESOLUTION ACCEPTING AND APPROVING THE PLAT OF WASHBURN ADDITION, WOODBURY COUNTY, IOWA, WHICH SAID RESOLUTION WAS ADOPTED BY THE CITY COUNCIL OF SAID CITY ON THE 14TH DAY OF MAY, 2025 AND APPROVED BY THE MAYOR OF SAID CITY ON SAID DATE ALL AS FULL, TRUE AND COMPLETE AS THE SAME APPEARS OF RECORD IN THE OFFICE OF SAID CITY CLERK.

DATED? MAY 14, 2025

JESSE PEDERSEN MAYOR

1 TRICIA JERNBERG CITY CLERK

LAWTON RESOLUTION

#### Sioux City Journal AFFIDAVIT OF PUBLICATION

Sioux City Journal 2802 Castles Gate Drive Sioux City 51106 (712) 293-4250 State of Florida, County of Broward, ss: Ankit Sachdeva, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sioux City Journal, printed and published by Journal Communications, in Sioux City in Woodbury County and issued daily and Sunday and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached: **PUBLICATION DATES:** May. 13, 2025 NOTICE ID: dkZ1OAd0Y6egfblwzYPC PUBLISHER ID: COL-IA-501790 NOTICE NAME: ZC-2025-05-28 Publication Fee: \$117.84 Ankit Sachdeva (Signed) SHERI SMITH Notary Public - State of Florida Commission # HH269383 Expi res on May 31, 2021 VERIFICATION State of Florida County of Broward Subscribed in my presence and sworn to before me on this: 05/20/2025

mith

Notary Public Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARINGS DURING A SPECIAL PUBLIC MEETING EEFORE THE WOODBURY COUNTY ZONING COMINSSION The Woodbury County Zoning Commission If have a speed public meeting and will be adding to the following times, terreg public hearing on the following have head, a coole are only and on woorkead, Med. 4 a coole are only and on woorkead, Med. 4 a coole are only and on the following have head the mather may be considered. Said public head in the Board and public head in the Board and public head in the Board and the Worthum Carley, Charles of a said being head in the Board and control beacepteric on the control of the burgles Steet. Source, No. exc., Copie of said being head in the said head of the control beacepteric on the other head of the control beacepteric on the control of the burgles and the said head of the said head in the said of the said head of the head of the said head of the said head of the head of the sai ter described in detail on Wednesday, May 28, 2025 at 5:00 PM or as soon thereafter as age, and other related nuclear technologies. The Commission will consider options such as amending the Land Use Summary Table of Allowed Uses (Section 3.03.4) to designuolear energy faoilites, nuole le andior related uses as either icitional uses in specific zoning as the General Industrial (GI) Zo er architeria (Jesen ageste Lamine detect excha the General Industrial (G) Zoing Ba-tred with Voodury Courty, Acationally, House Resources in an industrial (G) Zoing Ba-tred with Voodury Courty, Acationally, House Resources in an industrial (G) Zoing Ba-tred with Noodury Courty, Acationally, House Resources and Sources and Sources and Sources Resources and Sources and Sources and Sources Resources and Sources and Land Land Sources and Sources and Sources and Constructional Landon and Sources and Landon Sources and Sources and

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ZC-2025-05-28 - Page 1 of 2

perative, Inc., 2828 1st Ave. South, Fort Dodge, The propersit is to reach from the Agricultural Instantial (3) Joining District to the General Instantial (3) Joining District to 12.82 acce par-binstantial (3) Joining District to 12.82 acce Software accession of the Software of Software accession Software accession of the Software of Software accession Software accession of the Software of Software of Software accession Software accession of the Software of Software accession of the Software Occurrent of Software of Software Induced Forty-software of Software of Software of Software of Con-transforms and the Software Convert of Software of Con-transforms and the Software Convert of Software Induced Forty-software of Software of Software of Con-transforms of Con-transforms of Software (Software of Software of Con-transformed Software Occurrent of Software Induced Forty-software (Software of Software of Con-transformed Forty-software North Egnity-software forty-one Hundled Forty-software North Egnity-software of Software Occurrence (Software of Software of Software of Software Occurrence (Software of Software of

ZC-2025-05-28 - Page 2 of 2

PROPERTY OWNER(S)	NOTIFICATION					
Total Property Owners within 10 Listing:	00 FT via Certified Abstracto	or's 7				TORTHANN STREAM TORTHAN TO TOM
Notification Letter Date:	Notification Letter Date: Public Hearing Board:			Monday, May 12, 2025 Zoning Commission		
Public Hearing Board:						
Public Hearing Date:		Wednes	Wednesday, May 28, 2025			TRANSCORPT
Phone Inquiries:		0	0			
Written Inquiries:		0				associations
The names of the property owne	rs are listed below.					ERESSERED RAKESLEDON
When more comments are received	ved after the printing of this	packet, they	will be prov	vided at the mee	ting.	BRAISEDOOTS
PROPERTY OWNER(S)	MAILING ADDRESS				COMMENTS	
Michael W. Washburn & Janine J. Washburn	1545 Dallas Ave.	Lawton	IA	51030-9768	No comments.	
Dennis R. Uhl & Ruth Ann Uhl, Co-Trustees of The Dennis R. Uhl and Ruth Ann Uhl Revocable Trust	7684 Correctionville Rd.	Lawton	IA	51030	No comments.	
Molstad Farm, LLC	102 Howard Road, Apt. 4R	Moville	IA	51039-7545	No comments.	
Nathan L. Halbur & Kayla L. Halbur	1515 Dallas Ave.	Lawton	A	51030	No comments.	
Steve R. Benston & Kelli K. Benston	1511 Dallas Ave.	Lawton	IA	51030	No comments.	
George Steve Mrla	1540 Dallas Ave.	Lawton	IA	51030	No comments.	
David Paul Michael Mrla	96 Walnut St.	Lawton	IA	51030	No comments.	

### STAKEHOLDER COMMENTS

STAKEHOLDER COMMENTS	
911 COMMUNICATIONS CENTER:	No comments.
CITY OF LAWTON:	No comments.
FIBERCOMM:	No comments.
IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR):	No comments.
IOWA DEPARTMENT OF TRANSPORTATION (IDOT):	No comments.
LOESS HILLS NATIONAL SCENIC BYWAY:	No comments.
LOESS HILLS PROGRAM:	No comments.
LONGLINES:	No comments.
LUMEN:	No comments.
MAGELLAN PIPELINE:	No comments.
MIDAMERICAN ENERGY COMPANY (Electrical Division):	I have reviewed the attached proposed minor subdivision for MEC electric and we have no conflicts. The requester should be made aware that any requested extension or relocation of electric distribution facilities is subject to a customer contribution. – Casey Meinen, 4/30/25.
MIDAMERICAN ENERGY COMPANY (Gas Division):	No conflicts for MEC "gas". The developer should be aware any request for the extension or relocation of distribution facilities is subject to a customer contribution. – Tyler Ahlquist, 5/1/25.
NATURAL RESOURCES CONSERVATION SERVICES (NRCS):	No comments.
NORTHERN NATURAL GAS:	No comments.
NORTHWEST IOWA POWER COOPERATIVE (NIPCO):	Have reviewed this zoning request. NIPCO has no issues with this request. – Jeff Zettel, 5/12/25.
NUSTAR PIPELINE:	No comments.
SIOUXLAND DISTRICT HEALTH DEPARTMENT:	No comments.
WIATEL:	No comments.
WINNEBAGO TRIBE:	No comments.
WOODBURY COUNTY ASSESSOR:	No comments.
WOODBURY COUNTY CONSERVATION:	No comments.

WOODBURY COUNTY EMERGENCY MANAGEMENT:	No comments.
WOODBURY COUNTY EMERGENCY SERVICES:	No comments.
WOODBURY COUNTY ENGINEER:	SEE REVIEW MEMO BELOW
WOODBURY COUNTY RECORDER:	No comment. – Diane Swoboda Peterson, 5/1/25.
WOODBURY COUNTY RURAL ELECTRIC COOPERATIVE	No comments.
(REC):	
WOODBURY COUNTY SHERIFF:	No comments.
WOODBURY COUNTY SOIL AND WATER CONSERVATION	The WCSWCD has no comments regarding this proposal. – Neil Stockfleth, 5/7/25.
DISTRICT:	
WOODBURY COUNTY TREASURER:	All certified property taxes are paid. – Tina Bertrand, 4/30/25.

### **COUNTY ENGINEER'S REVIEW MEMO**



### Woodbury County Secondary Roads Department

759 E. Frontage Road · Moville, Iowa 51039

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

To:	Dan Priestley, Woodbury County Zoning Coordinator
From:	Laura Sievers, P.E., County Engineer
Date:	May 21, 2025
Subject:	Washburn Addition, Woodbury County, Iowa – Minor Subdivision Application

The Secondary Road Department has reviewed the information submitted for the subdivision referenced in the memo dated April 30, 2025. Below are my comments for your consideration:

1. Plat Closure Compliance

The plat closure was reviewed and found to be in compliance with the requirements for full subdivision accuracy, meeting the standards as required by Section 355.8 of the Code of Iowa.

2. Driveway Access - Lot 1

There is currently no driveway providing exclusive access to the proposed Lot 1. Sight distance at the subdivision location is extremely limited. After review, the Surveyor and the Secondary Roads Department identified a single location suitable for an entrance. This entrance must be shared with Lot 3.

No future access locations will be approved unless the landowners of the subdivision reconstruct Correctionville Road and the intersection at Dallas Avenue to meet sight distance requirements at the landowner costs and County Engineer approval.

 $3. \ \ Driveway\ Access-Lot\ 2$ 

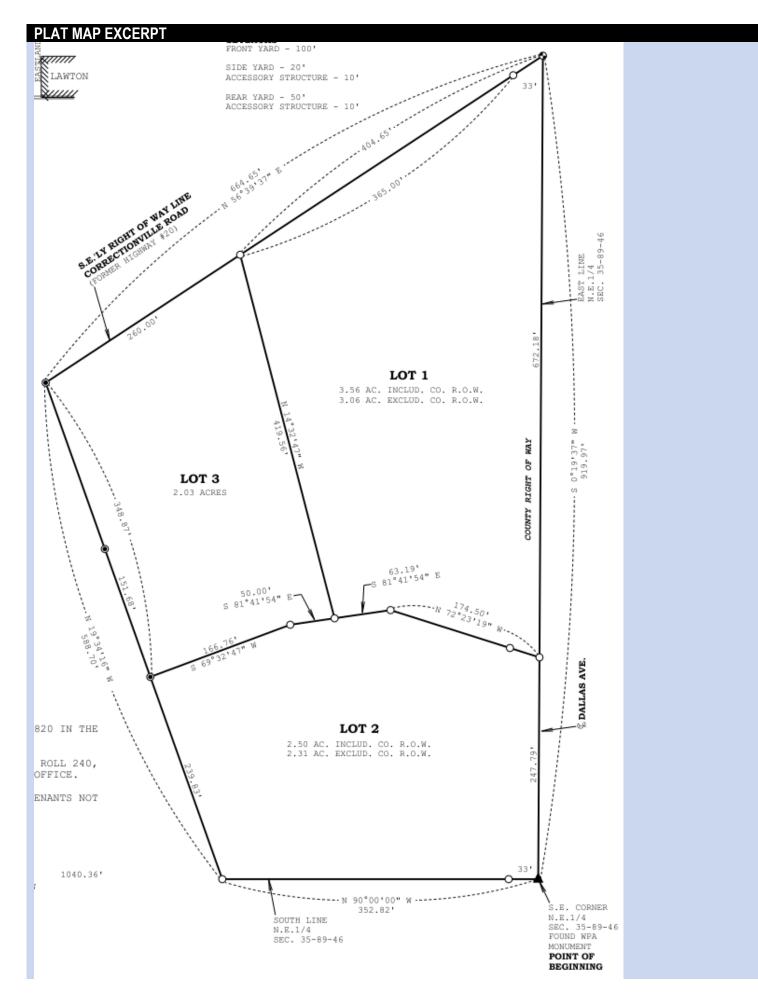
There is currently a driveway providing exclusive access to the proposed Lot 2. No future additional entrances will be permitted.

4. Driveway Access - Lot 3

There is currently no driveway providing exclusive access to the proposed Lot 3. Similar to Lot 1, sight distance is extremely limited. One entrance location has been identified by the Surveyor and Secondary Roads Department. This entrance must be shared with Lot 1. As with Lot 1, no future access locations will be permitted unless Correctionville Road and the Dallas Avenue intersection are reconstructed to meet sight distance requirements at the landowner costs and County Engineer approval.

Please feel free to contact this office if additional questions or issues arise.





#### TITLE OPINION

#### TITLE OPINION

TO: COUNTY AUDITOR AND RECORDER WOODBURY COUNTY, IOWA

Dear Sir:

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

All that part of the South One-half (S 3) of the Northeast guarter (NE 3) of Section Thirty-five (35), Township Eighty-nine (89) North, Range Forty-six (46) West of the Fifth Principal Meridian in Woodbury County, Iowa, described as follows:

Beginning at the Southeast Corner of the Northeast Quarter (NE ¼) of said Section Thirty-five (35); thence North Ninety degrees Zero minutes Zero seconds (N 90° 00' 00") West along the South line of said Northeast Quarter (NE ¼) for Three hundred fifty-two and eighty-two hundredths feet (352.82'); thence North Nineteen degrees Thirty-four minutes Sixteen seconds (N 19° 34' 16") West for Five hundred eighty-eight and seven tenths feet (588.7') to the Southeasterly Right of Way line of former Highway #20; thence North Fifty-six degrees Thirty-nine minutes Thirty-seven seconds (N 56° 39' 37") East along said Southeasterly Right of Way line for Six hundred sixty-four and sixty-five hundredths feet (664.65') to the East line of said Northeast Quarter (NE ¼); thence South Zero degrees Nineteen minutes Thirty-seven seconds (S 0° 19' 37") West along said East line for Nine hundred nineteen and ninety-seven hundredths feet (919.97') to the point of beginning.

Said described parcel contains Eight and eighty-eight thousandths (8.088) acres more or less, including six hundred eighty-nine thousandths acres (0.689) of roadway easement.

Said abstract of title was last certified by Engleson Abstract Co., Inc. dated \_\_\_\_\_\_\_\_, 2025 at 8:59 o'clock a.m. and from said abstract find good and merchantable title to said premises vested in Michael W. Washburn and Janine J. Washburn, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common, the proprietors, free and clear of all mortgages, liens and other encumbrances, except the following:

a) Survey filed September 30, 1988 on Roll 207, Image 820.

b) Zoning Regulations from the Woodbury County Board of Supervisors to The Public, dated January 11, 1971, filed March 5, 1971, and recorded in Book 1263, Pages 9 to 78.

c) Resolution No. 6332 of Woodbury County Board of Supervisors dated May 12, 1977, and filed in the Office of the County Recorder, Woodbury County, Iowa, on Roll 62, Image 2118 and 2119, and Resolution No. 6333 of Woodbury County Board of Supervisors dated May 12, 1977 and filed in the office of the County Recorder, Woodbury County, Iowa, on Roll 62, Image 2120 and 2121.

d) Resolution #10,456 filed August 29, 2008 on Roll 699, Image 7313.

e) Ordinance No. 61 filed February 28, 2022 as Inst. #2022-02525.

f) Ordinance No. 74 filed August 17, 2023 as Inst. #2023-07899.

g) Matters set forth upon the final plat of Washburn Addition.

 h) All certified real estate taxes and special assessments due and payable have been paid. Real estate taxes and special assessments not certified are a lien in an undetermined amount.

Dated: \_\_\_\_\_, 2025.

ROBERT J. REHAN Attorney at Law

## PARCEL REPORT(S)

#### Summary

Parcel ID Alternate ID Property Address

Deed Book/Page Gross Acres Net Acres Adjusted CSR Pts Zoning District School District Neighborhood

Property Address 1545 DALLAS AVE LAWTON IA 51030 Sec/Twp/Rng 35-89-46 Brief Tax Description AN IRREG TCT LYING S OF OLD HWY20 BEG @ SE CORNER THEC W352.82' HEC NWLY 588.70 FT TO SE LINE OF HWY 20 THEC E TO E LINE SE N E THEC S TO PT OF BEG 35-89-46 (Note: Not to be used on legal documents) 240.942 (1/12/1991) (Note: Not to be used on legal document 240-942 (1/12/1991) 7.40 0 AE - AGRICULTURAL ESTATES 0025 CONCORDILAWTON-BRONSON LAWTON BRONSON N/A



Columns

Columns

### Owner

Deed Holder WASHBURN MICHAEL W & JANINE J 1545 DALLAS AVE Contract Holder LAWTON IA 51030-9768 Land

Lot Area 7.40 Acres ;322,344 SF

894635200009

882585 1545 DALLAS AVE

Mailing Address WASHBURN MICHAEL W & JANINE J 1545 DALLAS AVE LAWTON IA 51030-9768

## Residential Dwellings

#### **Beeldentiel Dwelli**

Residential Dwelling	
Occupancy	Single-Family / Owner Occupied
Style	1 Story Frame
Architectural Style	N/A
Year Built	1992
Condition	Normal
Roof	Asph / Gable
Flooring	
Foundation	CBk
Exterior Material	HARD BD
Interior Material	Drwl
Brick or Stone	
Veneer	
Total Gross Living	2,031 SF
Area	
Main Area Square	2031
Feet	
Attic Type	None;
Number of Rooms	6 above; 4 below
Number	2 above; 1 below
of Bedrooms	
	Full
Basement Area	2,031
Basement Finished	
Area	
Plumbing	1 Standard Bath - 3 Fi; 1 Shower Stall Bath -3; 1 Cust Bath - 3 Fixt;
Appliances	1 Range Unit; 1 Oven - Single; 1 Dishwasher; 1 Barbeque;
Central Air	Yes
Heat	Yes
Fireplaces	1 Prefab;
Porches Decks	Wood Deels (200 CE)
	Wood Deck (266 SF);
Additions	720 SE Att Eromo (Built 1002):
Garages	720 SF - Att Frame (Built 1992);

#### Yard Extras

#1 - (1) MACHINE SHED Quantity=2,400.00, Units=Square Feet, Height=0, Built 1992

#### Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Туре	Multi Parcel	Amount
1/12/1991			240/942	NORMAL ARMS-LENGTH TRANSACTION	Deed		\$14,500.00

#### Valuation

	2025	2024	2023	2022	2021	2020
Classification	Residential	Residential	Residential	Residential	Residential	Residential
<ul> <li>Assessed Land Value</li> </ul>	\$76,800	\$51,000	\$51,000	\$51,000	\$51,000	\$54,570
<ul> <li>Assessed Building Value</li> </ul>	\$0	\$0	\$0	\$0	\$0	\$0
<ul> <li>Assessed Dwelling Value</li> </ul>	\$413,980	\$408,120	\$408,120	\$315,250	\$315,250	\$272,280
<ul> <li>Gross Assessed Value</li> </ul>	\$490,780	\$459,120	\$459,120	\$366,250	\$366,250	\$326,850
<ul> <li>Exempt Value</li> </ul>	\$0	\$0	\$0	\$0	\$0	\$0
Net Assessed Value	\$490,780	\$459,120	\$459,120	\$366,250	\$366,250	\$326,850

# ZONING MAP

AE	2	ESE TAR	23 AF	PAP	AP	AP	24 AP	AP	AP	AP	AP 1	9 AP	AP	
AEA	the second second	7	AP	AP	AP		18	AP	AP	AP	AP	AP	AP	
AP 2	12	A	PAP		AP	AP	AP	AP	AP	AP	AP	AP	AP	
AP	AP	A	PAP	26 AP	AP	AP	AP	25 AP	AP	AP	AP	AP	AP	and the
AP	AP	AF	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	- Internet
AP	AP	AP	P AP	AP	AP	AP	AP	AP	AP	AP	AP	1945	THE .	-
AP	AP	AF	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AE	
AP	AP 34	and and	AE	AEAE	AP	AP 4	AP	86 AP	AP	AP	AP		AP	
AF		GC	COL	GC GC	GC	AP	AP	AP	AP	AP	AP	A	P	
AP	AP 01	1	GC	АР	AP	AE	AP	AP	АР	AP	AP AP	AP	AP	
AP	AP	4	NP 06	AP	AP	AP	05 AP	AP	AP	AP	AP	AP		
AP	AP		AP	AP	AP	AP	AP	АР	AP	AP	AP 04		AP	RA
AP 3	18AP	AP	AP	AP	AP	AP	AP	AP	AP	AP				A

# SPECIAL FLOOD HAZARD AREA (SFHA) MAP



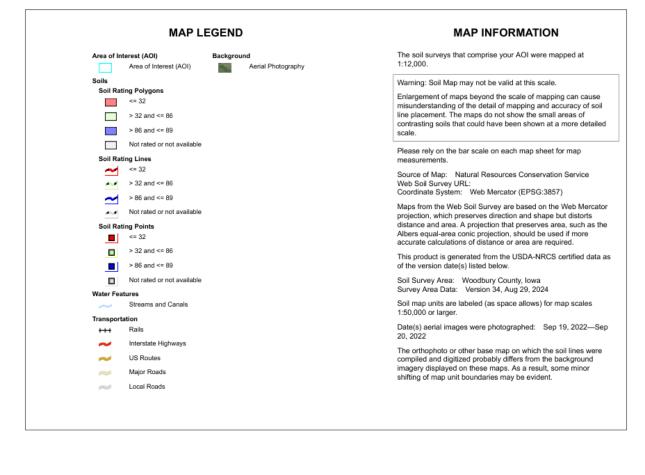
# **ELEVATION MAP**



## SOIL REPORT



#### Iowa Corn Suitability Rating CSR2 (IA)—Woodbury County, Iowa (894635200009)





Web Soil Survey National Cooperative Soil Survey 4/27/2025 Page 2 of 4

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
1D3	Ida silt loam, 9 to 14 percent slopes, severely eroded	32	2.8	35.6%
10C2	Monona silt loam, 5 to 9 percent slopes, eroded	86	3.5	44.8%
12C	Napier silt loam, 5 to 9 percent slopes	89	1.5	19.6%
Totals for Area of Intere	st	7.8	100.0%	

# Iowa Corn Suitability Rating CSR2 (IA)

# Description

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

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

# **Rating Options**

Aggregation Method: No Aggregation Necessary

USDA

Natural Resources Conservation Service Web Soil Survey National Cooperative Soil Survey Aggregation is the process by which a set of component attribute values is reduced to a single value that represents the map unit as a whole.

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

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

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

#### Tie-break Rule: Higher

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

USDA

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

Date:	5/23/25	Weekly Agenda Date: 6/3/25	
		RTMENT HEAD / CITIZEN: Michelle Skaff	
WOR	DING FOR AGENDA IT	EM:	
		ACTION REQUIRED:	
A	Approve Ordinance	Approve Resolution	Approve Motion
F	Public Hearing	Other: Informational	Attachments 🗹

#### EXECUTIVE SUMMARY:

Approve the ES&S maintenance agreement extension for the Woodbury County voting equipment.

### BACKGROUND:

Original ES&S maintenance agreement (5yrs) has expired and this is an extension of that agreement.

#### FINANCIAL IMPACT:

Original agreement was for \$48,005 per year. New agreement: First year - \$48,374.75, Second year - \$55,630.73.

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:

To approve the new maintenance agreement.

### ACTION REQUIRED / PROPOSED MOTION:

To approve and sign the new maintenance agreement.

### FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("Amendment") shall be deemed a material part of that certain Sales Order Agreement by and between Election Systems & Software, LLC, a Delaware limited liability company ("ES&S") and Woodbury County, Iowa ("Customer"), dated September 27, 2018 ("Agreement"). The terms of this Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

### RECITALS

WHEREAS, ES&S and Customer entered into the Agreement under which ES&S will be providing equipment, licensing software and performing certain services for Customer;

WHEREAS, both ES&S and Customer wish to amend the Agreement with respect to the equipment / services being sold under the Agreement.

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Customer and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. <u>Incorporation of Recitals.</u> The foregoing recitals are hereby specifically incorporated into, and deemed a material part of, this Amendment.

2. <u>Exhibit A to Agreement.</u> Exhibit A is hereby deleted in its entirety and replaced with Exhibit A, attached hereto and incorporated herein by this reference.

3. <u>Continuing Validity of Agreement.</u> Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ELECTION SYSTEMS & SOFTWARE, LLC

Ву:\_\_\_\_\_

Its: \_\_\_\_\_

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

WOODBURY COUNTY, IOWA

#### EXHIBIT A ES&S HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES (POST-WARRANTY PERIOD)

#### ARTICLE I GENERAL

Term; Termination. This Exhibit A for ES&S Hardware Maintenance and Software 1. License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Extended Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive One-Year Periods (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Extended Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(b), 1(c) or 1(d) above.

Fees. In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and 2. Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Extended Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for any Add-On units or New Products during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge incremental Software License, Maintenance and Support Fees for any Add-On units or New Products purchased by Customer at the thencurrent applicable rates at the time.

#### ARTICLE II HARDWARE

1. <u>Maintenance Services.</u> The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on <u>Schedule A1</u> (the "Products") shall be subject to the following terms and conditions:

a. <u>Routine Maintenance Services.</u> An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve** 

(12) Months during the Extended Post-Warranty Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

#### b. Repair Services.

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. <u>Defects Due to Customer Actions or Omissions.</u> If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S' prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. <u>Timing.</u> The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on <u>Schedule A1</u>.

iv. Loaner Unit. At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

Exclusions. ES&S has no obligation under this Agreement to (i) assume the C. obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. <u>Sole Provider; Access.</u> Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Extended Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. <u>Environmental Conditions.</u> Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. <u>Reinstatement of ES&S Hardware Maintenance Services; Inspection.</u> If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' invoice, therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

#### ARTICLE III SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. <u>License and Services Provided.</u> ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on <u>Schedule A1</u>.

2. **Updates.** During the Extended Post-Warranty Term, or any renewal or extension thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 5 of the General Terms. ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates.

Conditions. ES&S shall not provide Software License, Maintenance and Support for any 3. item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S' prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title, and interest in and to all corrections, programs, information, and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this <u>Exhibit A</u>, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this <u>Exhibit A</u>. All licensed items shall be deemed to be ES&S Software for purposes of this <u>Exhibit A</u>. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this <u>Exhibit A</u>.

5. <u>Reinstatement of Software License, Maintenance and Support.</u> If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Extended Post- Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

### Schedule A1 Pricing Summary

Sale Summary:		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$34,689.06
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$52,824.96
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$16,491.46

Total Maintenance Fees for the Initial Post-Warranty Term:

\$104,005.48

#### Terms & Conditions:

Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.

## Note 2: Invoicing and Payment Terms are as Follows:

\$48,374.75 due upon Contract Execution for the Coverage Period of February 1, 2025 through January 31, 2026.

\$55,630.73 due on or before February 1, 2026 for the Coverage Period of February 1, 2026 through January 31, 2027.

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

ECTED OFFICIAL / DEPARTMEI	NT HEAD / CITIZEN: Ryan Ericson -	Finance Director
RDING FOR AGENDA ITEM:		
wa Judicial Branch District	3 Invoice for Furnishings	
	ACTION REQUIRED	):
Approve Ordinance		): Approve Motion ⊡

#### EXECUTIVE SUMMARY:

The lowa Judicial Branch has issued an invoice to Woodbury County in the amount of \$173,008.48 for Woodbury County's 25% share of furnishings and equipment at the new LEC.

#### BACKGROUND:

Effective July 1, 2023 if a county expense moneys for the construction of suitable courtrooms and offices that requires the purchase of furnishing supplies and equipment for use of judicial officers and their staff, the state shall only be responsible for 75% of the cost of the purchase.

#### FINANCIAL IMPACT:

At the board meeting on 8-20-24, \$173,291.65 was reallocated to to ARPA Expense Category 3.4 (Public Sector Capacity: Effective Service Delivery) and Project Identification Number ARPA 13. Currently, there is \$90,464.06 available. \$82,544.42 to be funded from FY24 CIP Project Court Match. \$145,830 is available.

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?

No Yes 🛛

### **RECOMMENDATION:**

Pay the invoice using a combination of ARPA and CIP funds. Make FY24 Court Match CIP available for this invoice and future items needed. Effective July 1, 2025, the state is no longer responsible for the cost of furnishings purchased or leased or maintained for the use of judicial officers and their staff.

### ACTION REQUIRED / PROPOSED MOTION:

## ARPA funds already approved

Make a motion to formally make FY24 Court Match CIP for this payment and the remaining balance to be for building services department, for furniture, fixtures, and equipment expenses for congregate settings (Law Enforcement Center).



STATE COURT ADMINISTRATION lowa Judicial Branch Building 1111 East Court Avenue Des Moines, IA 50319

KENT A. FARVER, CPA, CGFM Director of Finance

November 13, 2024

Woodbury County Board of Supervisors Woodbury County Courthouse 620 Douglas St. Sioux City, IA 51101

Dear Ms. Skaff

Enclosed please find an invoice for \$173,008.48 which outlines the cost of furnishings and technology equipment for the court areas in the Woodbury County Law Enforcement Center. These items were paid by the Iowa Judicial Branch in reference to HF 2579.

Please mail payment to the Iowa Judicial Branch at:

Iowa Judicial Branch Attn: Kent Farver, Director of Finance 1111 East Court Avenue Des Moines, IA 50319

If you have any questions, please do not hesitate to contact me at (515) 348-4847.

Sincerely,

Kent A. Farver, CPA, CGFM Director of Finance

Encl. - Invoice Woodbury LEC Invoices paid by Iowa Judicial Branch for Woodbury LEC

cc: Chief Judge Patrick H. Tott District Court Administrator Peggy L. Frericks State Court Administrator Robert Gast

#### Iowa Judicial Branch District 3 - Invoices for Furnishings Woodbury County Law Enforcement Center 11/12/2024

Invoice Date	Invoice Number	Vendor	Purpose	An	nount Paid	Date Paid	State \$	Share - 75%	Woo	dbury County 25%
10/30/2023	149002	Workspace	Shelving Clerk of Court	\$	85,682.60		\$	64,261.95		21,420.65
12/21/2023	51829	Maher Brothers Transfer & Storage	Labor to Install Shelving	\$	58,375.00		\$	43,781.25	•	14,593.75
1/25/2024	150769	Workspace	File Dividers	\$	1,975.00	3/28/2024	\$	1,481.25		493.75
2/16/2024	151385	Workspace	Counsel Tables	\$	11,019.20	3/25/2024	\$	8,264.40	\$	2,754.80
3/26/2024	152650	Workspace	Furniture LEC	\$	172,148.86	4/5/2024	\$	129,111.65	\$	43,037.22
3/22/2024	25672	Business Furniture Warehouse	Monitor Arm Supplies	\$	14,487.49	4/5/2024	\$	10,865.62	\$	3,621.87
6/18/2024	154264	Workspace	Lateral file and chairs	\$	5,118.35	8/15/2024	\$	3,838.76	\$	1,279.59
8/15/2024	P-INV005144	CTI	CTI Systems	\$	343,227.41	9/5/2024	\$	257,420.56	\$	85,806.85
			Total	\$	692,033.91	-	\$	519,025.43	\$	173,008.48

Woodbury County Amount Due to Iowa Judicial Branch \$ 173,008.48

#### FINANCIAL IMPACT:

For simplicity, all \$173,291.65 of currently available ARPA funds can be reallocated to one expense category and one project, as detailed below.
ARPA Expense Category 3.4 Public Sector Capacity: Effective Service Delivery Project Description: Furniture, Fixtures and Equipment for new LEC Facility as needed by Woodbury County
CURRENT EXPENSES: \$75,096.66 to Iowa Judicial Branch \$40,000.00 to moving or purchase expenses of cooler and freezer to new Woodbury County Law Enforcement Center
FUTURE EXPENSE: \$58,194.99 to building services department, for furniture, fixtures, and equipment expenses for congregate settings (Law Enforcement Center). It is completely reasonable to anticipate expenses in this category of \$58,194.99 between now and the end of 2026.
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:
See below.

# ACTION REQUIRED / PROPOSED MOTION:

Reallocate \$173,291.65 of unspent American Rescue Plan Act funds to ARPA Expense Category 3.4 (Public Sector Capacity: Effective Service Delivery) and Project Identification Number ARPA 13

	Availabl	e AR	PA Funds							
			OUNT	AMC	DUNT	AM	OUNT	AMOUNT		
ARPA #	ARPATITLE		ligated	Exp	ended	Un	spent	Available		
ARPA 6	Sheriff's Correctional Officers FY 23	\$	345,000.00	\$	348,922.66	\$	(3,922.66)	\$	(3,922.66)	
ARPA 7	S.R. Road Maintenance CWA Union Workers FY 23	\$	115,000.00	\$	114,652.08	\$	347.92	\$	347.92	
ARPA 8	EMS Employees FY 23	\$	52,909.00	\$	52,743.50	\$	165.50	\$	165.50	
ARPA 10	Adminstrative Fees (UHY; Baker Group)	\$	82,000.00	\$	19,900.00	\$	62,100.00	\$	40,000.00	
ARPA 15	County Attorney 4% FY23 and FY24	\$	118,853.00	\$	65,030.62	\$	53,822.38	\$	53,822.38	
ARPA 17	County Attorney Internship	\$	10,000.00	\$	7,004.77	\$	2,995.23	\$	2,995.23	
ARPA 18	Conservation & Emergency Services Radios	\$	162,745.00	\$	157,901.99	\$	4,843.01	\$	1,743.01	
ARPA 19	Trospher/Hoyt Emergency Repairs	\$	200,000.00	\$	139,477.27	\$	60,522.73	\$	60,522.73	
ARPA 22	#2 County Union Workers Retention	\$	108,894.00	\$	91,276.46	\$	17,617.54	\$	17,617.54	
	Totals	\$	1,195,401.00	\$	996,909.35	\$	198,491.65	\$	173,291.65	

#### MEMORANDUM

To: Iowa State Association of Counties

From: Iowa Judicial Branch

Re: Limiting Judicial Branch Contribution to Furnishings and Equipment that are Required by County Renovation or Construction to 75% (effective 7/1/23)

Date: 2/4/23

### Background

In the 2022 Iowa Code, Iowa Code section 602.11101(1)(e)(2) provided:

(2) Until July 1, 1986, the county shall remain responsible for the compensation of and operating costs for court employees not presently designated for state financing and for miscellaneous costs of the judicial branch related to furnishings, supplies, and equipment purchased, leased, or maintained for the use of judicial officers, referees, and their staff. Effective July 1, 1986, the state shall assume the responsibility for the compensation of and operating costs of the judicial branch related to furnishings, supplies, and equipment purchased, leased, or maintained for the use of judicial officers, referees, and their staff. Effective July 1, 1986, the state shall assume the responsibility for the compensation of and operating costs of the judicial branch related to furnishings, supplies, and equipment purchased, leased, or maintained for the use of judicial officers, referees, and their staff. However, the county shall at all times remain responsible for the provision of suitable courtrooms, offices, and other physical facilities pursuant to section 602.1303, subsection 1, including paint, wall covering, and fixtures in the facilities.

Effective July 1, 2022, <u>HF 2579</u>, section 18 (2022 <u>RIIF Bill</u>) added the following provision at the end of the above subparagraph:

In addition, however, effective July 1, 2023, if a county expends moneys for the renovation or construction of suitable courtrooms, offices, and other physical facilities pursuant to section 602.1303, that requires the purchase of furnishings, supplies, and equipment for the use of judicial officers, referees, and their staff as a result of that renovation or construction, the state shall be responsible for only seventy-five percent of the cost of the purchase.

### <u>Analysis</u>

The statutory change to Iowa Code section 602.11101(1)(e)(2) for sharing the cost of furnishings, supplies, and equipment provides that the change is effective July 1, 2023. However, there is some ambiguity as to the applicability of the provision.

Absent further legislative instruction, the judicial branch intends to apply the change in law to purchases made with moneys appropriated on or after July 1, 2023.

We believe this approach is consistent with legislative intent because the change in Iowa Code section 602.11101 was passed in the same bill that provided 100% of the judicial branch's request for furnishings, supplies, and equipment for FY23. This approach defers to the legislature's authority to appropriate the amount the legislature deems appropriate for furnishings and equipment for county-initiated renovation or construction of court-controlled spaces. Finally, this approach is the most transparent and easiest for the judicial branch and counties to implement going forward.

### **Conclusion**

The judicial branch recognizes that the applicability of <u>HF 2579</u>, <u>bill section 18 (2022 RIIF bill)</u> is ambiguous. To start the conversation on the interpretation of this provision, the judicial branch offers the interpretation that HF 2579, <u>bill section 18</u> caps the judicial branch's contribution to furnishings, supplies, and equipment at 75% of the cost of the purchase, beginning with purchases funded by moneys appropriated by the legislature to the judicial branch that take effect on or after July 1, 2023.



#### Fw: Woodbury LEC Technology Funds Peggy Frericks to: Patrick Tott

11/06/2023 08:34 AM

Peggy Frericks | District Court Administrator - District 3 Woodbury County Courthouse - Room 210 620 Douglas St. I Sioux City | Iowa 51101 712.279-6035 (phone) | 712-279-6631 (fax)

Peggy.Frericks@iowacourts.gov

#### www.iowacourts.gov

The lowa Judicial Branch dedicates itself to providing independent and accessible forums for the fair and prompt resolution of disputes, administering justice under law equally to all persons.

----- Forwarded by Peggy Frericks/District3/JUDICIAL on 11/06/2023 08:34 AM -----

From:	"Kent Farver [JB]" <kent.farver@iowacourts.gov></kent.farver@iowacourts.gov>
To:	"Peggy Frericks [JB]" <peggy.frericks@iowacourts.gov></peggy.frericks@iowacourts.gov>
Cc:	"Mare Steil [JB]" <mare.steil@iowacourts.gov></mare.steil@iowacourts.gov>
Date:	11/02/2023 03:50 PM
Subject:	Woodbury LEC Technology Funds

#### Peggy:

Good afternoon. Quick update on ongoing discussions concerning the 75/25 discussion concerning capital funding. For FY 2024, the legislature appropriated funds for the Woodbury County LEC from both the RIIF fund and the Technology Capital fund. We had previously discussed that the RIIF funds now require the county to provide 25% of the cost and that the state will contribute 75% of the cost. With the introduction of the technology capital funds into this discussion, we have determined that these will also require the 25% match from the county. This is an update from what we had previously discussed.

So based on the code language and the appropriation, below is a chart detailing the amount appropriated and the amount that the county will need to contribute. If you have any questions, please reach out to Mare or myself. Thanks.

#### Kent

	FY 24 Appropria	County Contribution Required		
Woodbury LEC II F&E	\$	100,000	\$	33,333.33
Woodbury Co LEC tech projects	\$	125,290	\$	41,763.33

Kent A. Farver CPA, CGFM | Director of Finance Iowa Judicial Branch | State Court Administration Judicial Building | 1111 East Court Avenue | Des Moines | Iowa 50319 515.348.4847 (phone) | 515.348.4913 (fax) kent.farver@iowacourts.gov www.iowacourts.gov



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

Date:	05/30/2025	Weekly Agenda Date:	06/03/2025					
ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Bittinger								
FY26 Capital Improvement Projects(CIP's) Approvals								
ACTION REQUIRED:								
Approve Ordinance	Approve Re	solution A	pprove Motion					
Public Hearing	Other: Infor	mational A	ttachments 🖌					

#### EXECUTIVE SUMMARY:

FY26 CIP projects were presented to the Board of Supevisors on January 28, 2025.

Today's agenda item is the final approval of which projects will be funded for FY26.

The BOS has already allocated \$600,000 of the max borrow limit of \$1,200,000 towards the demolition cost of the old Law Enforcement Center for FY26 CIP's.

#### BACKGROUND:

See backup materials listing FY26 CIP projects

Cost of each individual project presented to the BOS on January 28, 2025.

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:

 RECOMMENDATION:

 Motion to approve
 \_\_\_\_\_\_ project for FY26 CIP in the amount of \$\_\_\_\_\_.

#### ACTION REQUIRED / PROPOSED MOTION:

Motion to approve \_\_\_\_\_\_ project for FY26 CIP in the amount of \$\_\_\_\_\_.

		FY26 CIP Requests			
CIP Bond Issue (Debt Service Fund)					
	Project	Approval	Total		
Dept	Name	Date	Amount	Misc Notes	
Берг	Carpet, Paint, Blinds, F, F & E for Auditor	Dute	7 iniouni		
Auditor	and Recorder		200,000.00		
Bldg Svs	LEC Demo		600,000		
Bldg Svs	Clerk Ceiling		80,000		
	Dorothy Pecaut Center				
Conservation	Foundation		372,000		
Conservation	Little Sioux Asphalt Resurfacing	1	1,000,000	poss split across 2 years	
Dist Health	Sidewalk		25,545		
EMS	Rescue Truck		101,300		
EMS	EMS Main Front Replacement		44,000		
EMS	East side concrete		16,200		
HR	Carpet		25,000		
Sec Rds	Real Estate for Moville Shop		150,000	4.7 mil building project 5 year plan	
Sheriff	M3 Patrol Ruggedized PC.		87,000	23 PCs	
Sheriff	Licenses and software for Cellebrite		21,100		
Treasurer	DNR Office		125,000		
Treasurer	Anthon Paint		60,000		
Treasurer	Treasurer Paint		60,000		
WCICC	Enterprise/Edge		100,000		
WCICC	Security Utility/Keys		40,000		
WCICC	County PCs FY26		40,000		
WCICC	Fiberoptics		25,000		
WCICC	Fiber testing and tools		25,000		
WCICC	GIS Dashboard		25,000		
WCICC	Switch Cleanup		25,000		
Total CIP Bond Projected			3,247,145		

Project Name:	Auditor Recorder Office Remodel							
Project Number:(Finance will provide number)								
Project Manager:	Project Manager:							
Department/Divis	sion:	Auditor a	nd Recorder					
		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	Year 4	<u>Year 5</u>	<u>Total</u>	
<u>Revenues</u>								
	_							
	_							
	_			8				
	_							
Total Revenue	es							
<b>Expenditures</b>								
TBD	-	200,000						
	_							
Total Expenditur	es							
car	pet an	d paint in are	a's not alrea	dy funded wi	ithin the two	offices. Curre	der's Office and ent set up has ble works space.	

Project Name:	LEC D	LEC Demolition											
Project Number:	Project Number:(Finance will provide number)												
Project Manager:	Project Manager:Kenny Schmitz												
Department/Divi	sion:	Building S	Services										
<u>Revenues</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>						
		·											
			<u></u>										
Total Revenue	es												
<b>Expenditures</b>													
1500-16-9102-000-6100	0	1,100,000											
	_	-											
	2												
Total Expenditur	res												
Comments: De	emoli	tion of ol	d Law Er	lforcemer	nt Center	Comments: Demolition of old Law Enforcement Center.							

Project Name:	Court	house Clerk	's Ceiling							
Project Number:	_(Fir	_(Finance will provide number)								
Project Manager:	Manager: Kenny Schmitz									
Department/Divi	sion:	sion: Building Services								
		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	Total			
<u>Revenues</u>										
	_									
	_									
				15						
	_									
Total Revenue	es									
Expenditures	0	80,000								
	_									
<u></u>										
Total Expenditur	es									
Comments:	ourth	ouse Cle	erk's offic	e ceiling r	epair					

Project Number: _(Fir	nance will	provide nu	mber)					
Project Manager: <u>Ke</u>	nny Schmitz	<u>.</u>						
Department/Division: Building Services								
<u>Revenues</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>		
				·				
Total Revenues								
Expenditures	272.000							
1500-16-9107-000-61000	372,000							
Total Expenditures								
Comments: \$125,000 expenses FY26 CIF	s to complet	proved on 1 e project (ap	0/24/23. Ne oprox. \$96K	eed approx. remaining l	\$468K bey FY23 CIP p	ond current lus \$\$372K		

# 2025/2026 Budget Period

Project Name: Little Sioux Park Asphalt Road Resurfacing

Project Number: (Finance will provide number)

Project Manager: Dan Heissel

Department/Division: County Conservation

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	Total
Revenues						
County CIP						
2		<u> </u>			·	
<u></u>	<u>.</u>					
Total Revenues						
Expenditures						
County Supervisors CIP Fund						\$1,000,000
		-				
-				·		3
		/ <u>*</u>		·		S <u></u> ))
-						5. <del></del>
h <u></u>				0		
Total Expenditures						\$1,000,000

**Comments:** The 2.2 miles of roads in Little Sioux Park have exceeded their life expectancy and are in very poor shape. I have applied for these funds the 7 years I have been here, and the costs of the project just continue to go up. We have been working with Secondary Roads Dept to find the best solution for resurfacing the roads, and this is based on their estimate. Roads were hard surfaced in 1976 and again in 1997. In 2017 we had horizontal cracks filled by slurry leveling which bought us some time

for the road. We are running out of time; <u>these roads are failing and it is our highest used park.</u> Secondary roads may recommend white topping with concrete which would be a long term solution but may cost more money. <u>This project needs to</u> make the list of eligible projects to be funded so we can plan on getting these roads replaced. This project could be divided into two projects and phased in over two years if need be.

#### **CIP Process:**

Departments are required to submit requests for all capital projects to Finance. Throughout the review process, departments may be asked for additional information regarding a project. The Board of Supervisors will review the proposed CIP and approve the final CIP. Please note, these are a separate approval from your regular budget and may or may not be approved.

#### **Existing Projects:**

Please check the years of the project to see if the information (cost estimates and verbiage) is still accurate. Also, review your current projects for shortfalls that will require funding in FY 2026 and report those requests to Finance.

#### **Submittal Date:**

New project requests are due to Finance by December 13, 2024.

CIP – NEW PROJECT REQUEST FORM						
Project Name:	25 SDH	D Side	walk Re	eplacen	nent	
Project Number:(Finance will provide number) Project Manager: Siouxland District Health Department						
Department/Division:		kland D		lealth D	epartm	ent
	<u>Year 1</u>	Year 2	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
CIP	\$25545					
Total Revenues						
Expenditures CIP	\$25545					
Total Expenditures						

Comments:

The sidewalk is deteriorating and has many trip hazards for the public. It's not effectively caulked due to heaving.

Project Name: Woodbury County Emergency Services CIP 5 year plan FY26-FY30

Project Number: \_\_(Finance will provide number)\_\_\_\_\_\_

Project Manager : Drew Baier Director

Department/Division: Woodbury County Emergency Services 0002-41-1200-000

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Revenues						
	10 <b></b>			·		
			<del></del>			
Total Revenues						
Expenditures						
New Rescue Truck	\$101,300.00			\$115,000.00	<b></b> 2	\$216,300.00
Concrete South Dr	\$44,000.00					\$44,000.00
Concrete East Gar.	\$16,200.00			5 <del></del> 6		\$16,200.00
Port. Air Compressor	2	\$120,000.00				\$120,000.00
Safety Apparel		\$25,000.00				\$25,000.00
Replace Lucas Device			\$50,000.00			\$50,000.00
New cardiac Monitors					\$100,000.00	\$100,000.00
Total Expenditures	\$161,500.00	\$145,000.00	\$50,000.00	\$115,000.00	\$100,000.00	\$571,500.00
Comments:						

# **IMPROVEMENT REQUEST (OTHER)**

## Date: 12/10/2024

Department/Division Ti Woodbury County Emergency Services, Drew Baier, Director

## Request Description:

Woodbury County Emergency Services is requesting approval of funding to purchase a new rescue truck.

### Justification:

Rescue unit #204 is a 2016 Dodge Ram 3500 crew cab 4x4 diesel one ton class truck and currently has 185,207 miles of use. This is the oldest of the two used for daily responses. The department has responded to 1144 calls for service with expectations of increased request for service. It is estimated that this unit will be near 200,000 miles by July 2025.

### Financial Impact:

The cost of the new unit would be \$101,300.00 The cost covers the vehicle and the compoments needed to complete the unit for service.

## **Budget Account Detail**

Account Number

Description

Amount Explanation \$101,300.00 Vehicle new

## **IMPROVEMENT REQUEST (OTHER)**

### Date: 12/10/2024

Department/Division Ti Woodbury County Emergency Services, Drew Baier, Director

#### **Request Description:**

Woodbury County Emergency Services is requesting approval of funding to remove and replace the front (south) approach to the main building. This considered a high priority.

#### Justification:

The front (south) approach has outlived its useful life span and has begun to crack and breakup. A portion of it is sidewalk is used by guests and nearby residents as a walking path. The broken sidewalk certainly creates a trip/fall risk and a fininacial liability to the county for those who may or use it.

#### Financial Impact:

The cost to remove and replace the concrete would be \$44,000.00.

#### **Budget Account Detail**

Account Number

Description

Amount Explanation \$44,000.00 Grounds

## **IMPROVEMENT REQUEST (OTHER)**

#### Date: 12/10/2024

Department/Division Ti Woodbury County Emergency Services, Drew Baier, Director

#### **Request Description:**

Woodbury County Emergency Services is requesting approval of funding to install a concrete approach pad on the east side of the building.

#### Justification:

The concrete pad would allow us to have a good solid approach to the (former gym) east garage door when backing in large trailers or pulling them out. Currently the approach is a mixture of gravel, black top road grindings, dirt, and heaved in the center. This would also help with snow removal and drainage away from the structure as well.

#### Financial Impact:

The cost to install the concrete pad would be \$16,200.00.

#### **Budget Account Detail**

Account Number

Description

Amount Explanation \$16,200.00 Building/grounds

Project Name:	HR ca	arpet							
Project Number:(Finance will provide number)									
Project Manager: Melissa Thomas									
Department/Division: Human Resourses									
<u>Revenues</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>		
Total Revenue									
Expenditures									
Carpet	_	25,000							
	_								
Total Expenditur	es								
Comments:									

Project Name: Moville Secondary Road Shop

Project Number: (Finance will provide number)

Project Manager: County Engineer, Laura Sievers, PE

Department/Division: Secondary Roads

	Year 1	Year 2	Year 3	Year 4	<u>Year 5</u>	Total
<u>Revenues</u>						
Old Shop/Property		<u></u>	\$500,000			\$500,000
Total Revenues		. <u> </u>	\$500,000			\$500,000
Expenditures						
Real Estate Purchase	\$150,000					\$150,000
Site Development		\$300,000 _				\$300,000
Main Building		\$3,985,171				\$3,985,171
Cold Storage Building			\$350,000			\$350,000
Total Expenditures						\$4,785,171
Comments: Project info	ormation on	following pag	e.			

## Woodbury County, Iowa

## Secondary Roads Capital Improvement Program

#### 1. Time Frame

The relocation and replacement of the Moville Shop is overdue. The current building is deteriorating, unsafe, and inadequate due to its age and antiquated design. The site is considered unsightly by the City of Moville, particularly as it is the first impression visitors and travelers encounter on US 20. Both public and private entities have expressed interest in acquiring the site. Alternative, more suitable locations for the Secondary Roads Moville Shop are available.

#### 2. Items to Be Included in the CIP

• **Proposed Shop Layout**: A proposed shop layout has been included. Although originally designed some time ago, it will require minor updates to accommodate the current equipment and operational needs of the Moville Shop and its staff.

a. **Revenue**: The old shop and adjacent property will be sold once the new building is completed, and the equipment and materials currently stored there are relocated.

b. **Expenditures**: Detailed expenditure information is outlined in the accompanying CMBA pages.

### 3. Citizen Participation

The City of Moville has expressed support for the relocation project.

### 4. Unbudgeted Capital Improvement Projects

Real estate purchases for the new site can be funded through the Secondary Roads budget. Site preparation will be completed by the Secondary Road Department but is included in the costs.

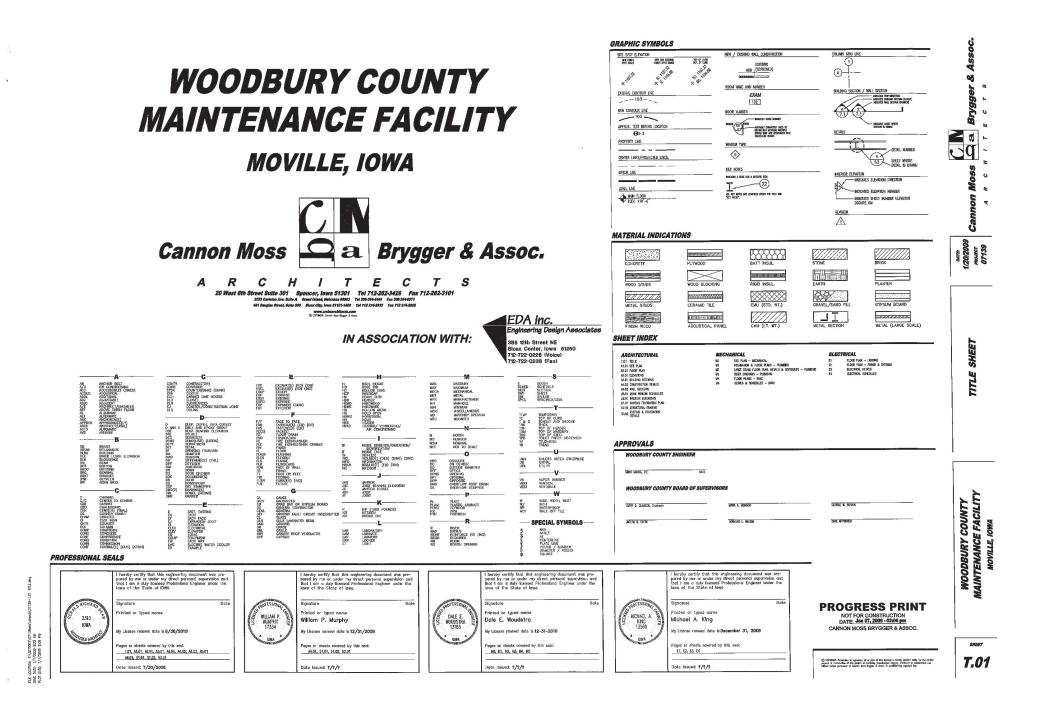
#### 5. New Facilities

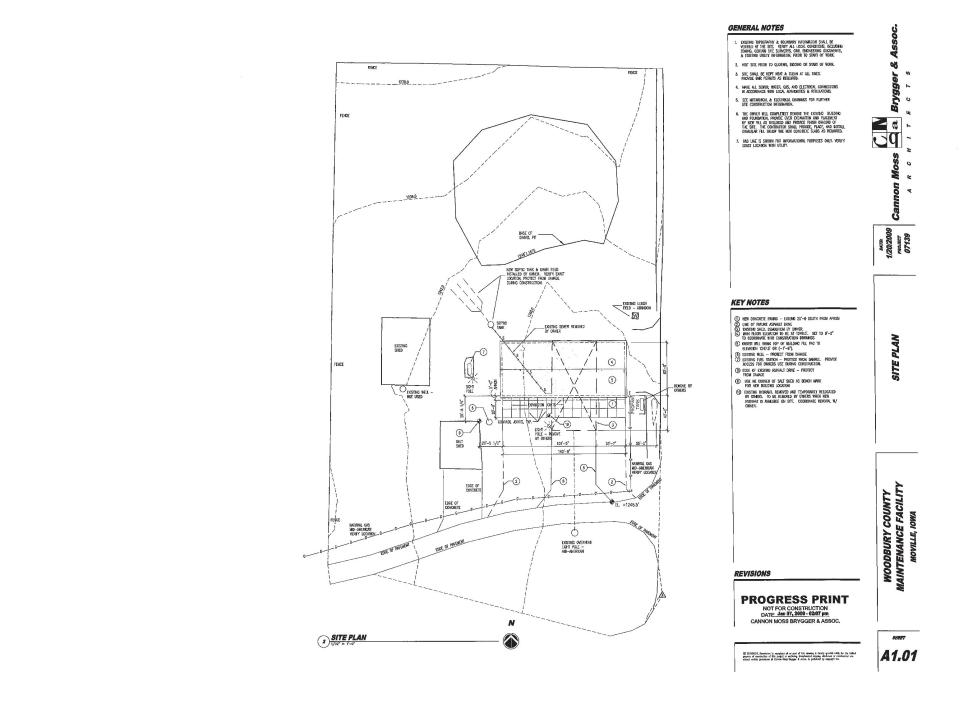
A new facility is justified due to the numerous inadequacies of the existing building:

- Size: The current building is too small, and not all equipment can be housed indoors.
- **Heating**: Only one bay is heated, limiting winter operations because not all snow and ice is melted off the vehicle overnight.
- Vehicle Washing: There is no wash bay, forcing vehicles to be washed outside in poor weather or not at all, accelerating equipment wear.
- **Structural Issues**: The roof leaks, sidewalls are rusted through, and the floor around the drain is eroding.

- **Storage**: Insufficient space for bulk oil and DEF systems, which are more cost-effective to purchase in larger quantities.
- **Maintenance**: There is no mechanics bay, leading to reliance on more expensive outside labor for repairs.
- Employee Needs:
  - Lack of a conference room for Secondary Roads employees.
  - No designated break room.

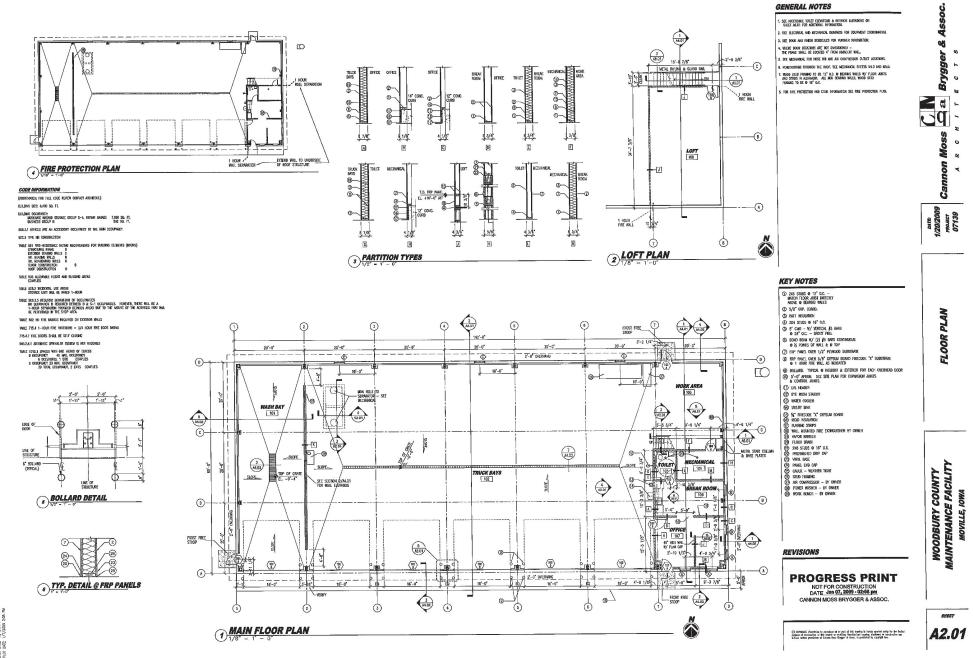
This proposal underscores the critical need for a modern, adequately equipped facility to support the efficiency, safety, and operational needs of the Secondary Roads team.





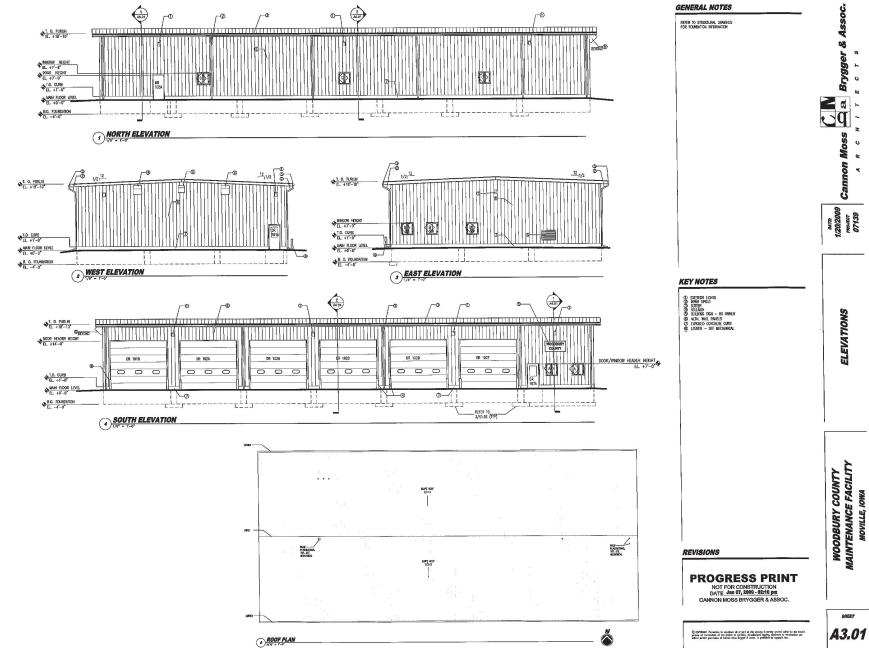
LUCATION: EVAUT2007/07139wcl E DATE: 12/16/2008 3:42 AM T DATE: 1/7/2009 2:07 PM

FILE LOCAT SAME DATE:

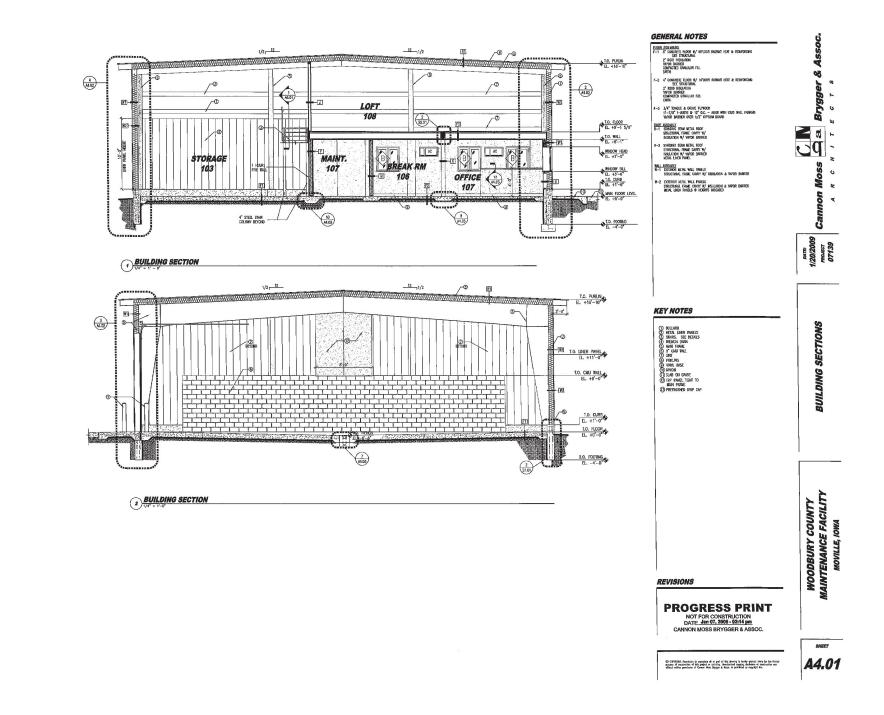


# NI: E\ADT2007139 12/8/2098 B-36 AV 1/7/2005 2:05 PV DATE

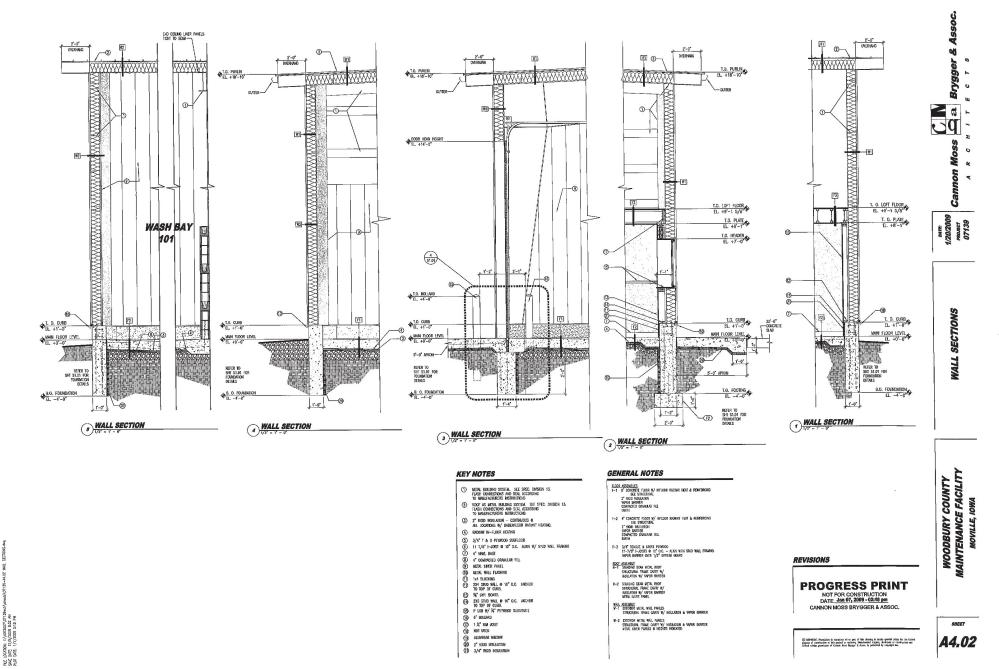
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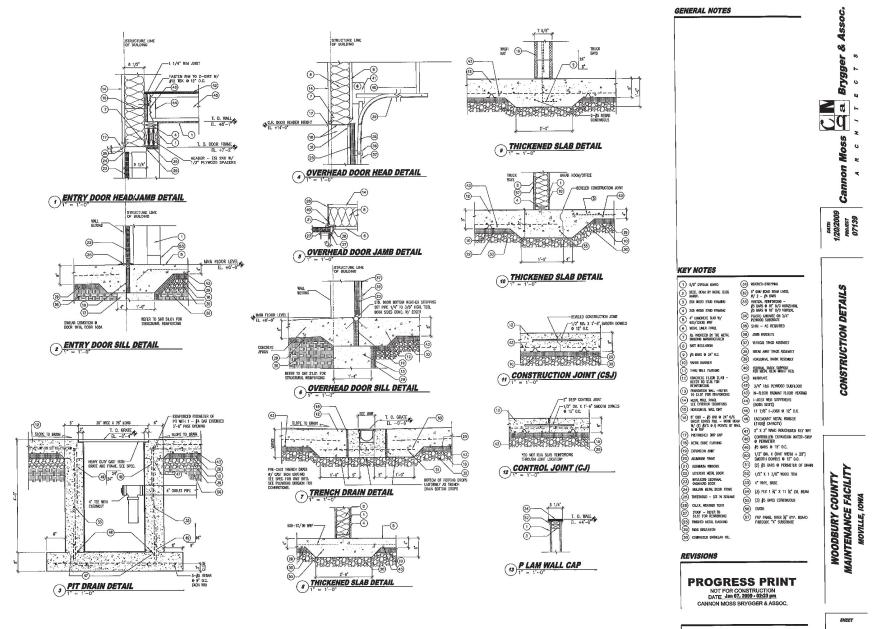
FLE LOCATORE E/ADTZ/07/338 SWE DATE: 12/3/2008 8:35 JM FLOT DATE: 1/7/2009 2:10 FM



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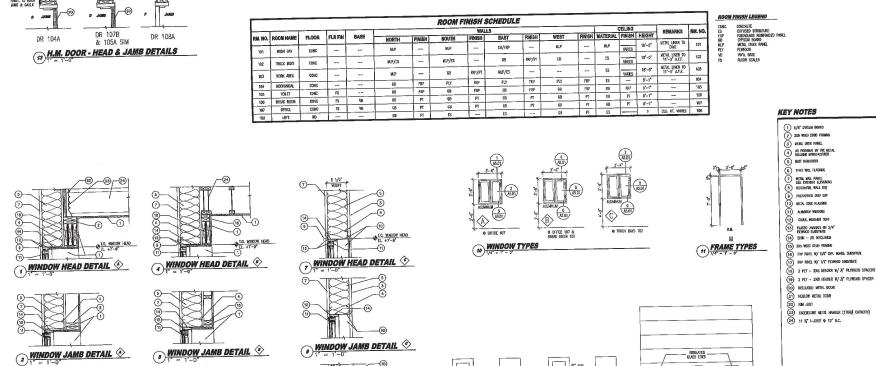


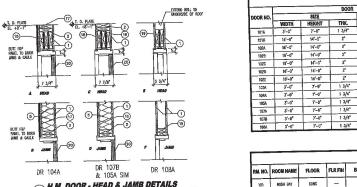
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③ <u>WINDOW SILL DETAIL</u> ④

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FIE LOCATON: E-\ATTZOL/07139A SME DATE: 12/8/2008 E-30 AM PLOT DATE: 1/7/2008 2-31 PM

B.O. WINDOW SEL

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19:0         14'-0'         14'-0'         2''         HB.         PF         5         HB.           4/A433         5/A435         6/A435         6/A4355         6/A4355         6/A4355<																	
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NOP         NOP         NOP         S         NU           4/AA3         5/AA3         9/AA3           POREQUID (NP           1020         11/40 <sup>-1</sup> 14 <sup>-1</sup> 2         MI         FF         A         1/MA13         1/MA3         9/AA3         9/AA3           POREQUID (NP           1020         3 <sup>-10</sup> 7-4 <sup>0</sup> 1/M <sup>2</sup> HI         FF         2         MI         FF         A         1/MA3         1/MA3         9/AA3         HA<13						PF	5	Im.		-	4/A4.03	5/AA.03	6/44.03			OVERHEAD DOOR	102
UBCE         UB-U         UB-U <th< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>101</td><td></td><td></td><td>4/84.03</td><td>5/44.03</td><td>6/44.03</td><td></td><td></td><td>OVERHEND DOOR</td><td>102</td></th<>								101			4/84.03	5/44.03	6/44.03			OVERHEND DOOR	102
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106A         3 <sup>2</sup> -0 <sup>2</sup> 7-4 <sup>2</sup> 1.34 <sup>2</sup> 118         27         A         1/MA3         1/MA3         2/MA53          1            107B         3 <sup>2</sup> -0 <sup>2</sup> 7-4 <sup>2</sup> 1.34 <sup>2</sup> 167         1.48         97         A         1/MA3         1/MA3         2/MA53          1            107B         3 <sup>2</sup> -0 <sup>2</sup> 7 <sup>2</sup> -0 <sup>2</sup> 1.34 <sup>2</sup> 167         3         168         97         A         12/MA3         1/MA3         2/MA53          1            107B         3 <sup>2</sup> -0 <sup>2</sup> 7 <sup>2</sup> -0 <sup>2</sup> 1.34 <sup>2</sup> 164         97         3         10 <sup>2</sup> 45 MR         2           1         1          1          1          1          1          1          1          1          1          1          1          1          1          1          1          1          1          1          1	104A	2,-0,	7"-0"	1 3/4	HM	PT	2								4		105
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			7.0	1.3/6*	HW	PT	4	HM	PT	A	13E/A5.01	13F/45.01		45 WN	3		106
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DOOR AND FRAME SCHEDULE

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DETAIL

1/A4.03 SIM 1/A4.03 SIM 2/A4.03 SIM

HEAD JAMB SILL

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LABEL

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GLASS

METAL

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DOOR WINDOW SCHEDULES

Brygger & Assoc.

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**PROGRESS PRINT** NOT FOR CONSTRUCTION DATE Jan 07, 2009 - 02:31 pm CANNON MOSS BRYGGER & ASSOC.

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REVISIONS

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INSULATED SECTIONAL OVERHEAD GARAGE DOOR

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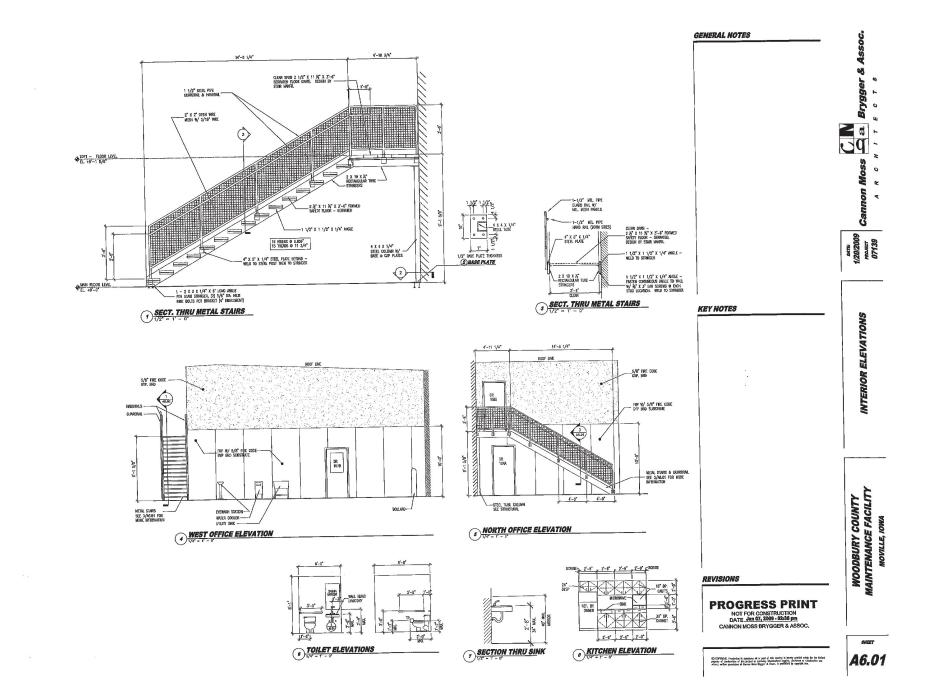
NETAL DOOR

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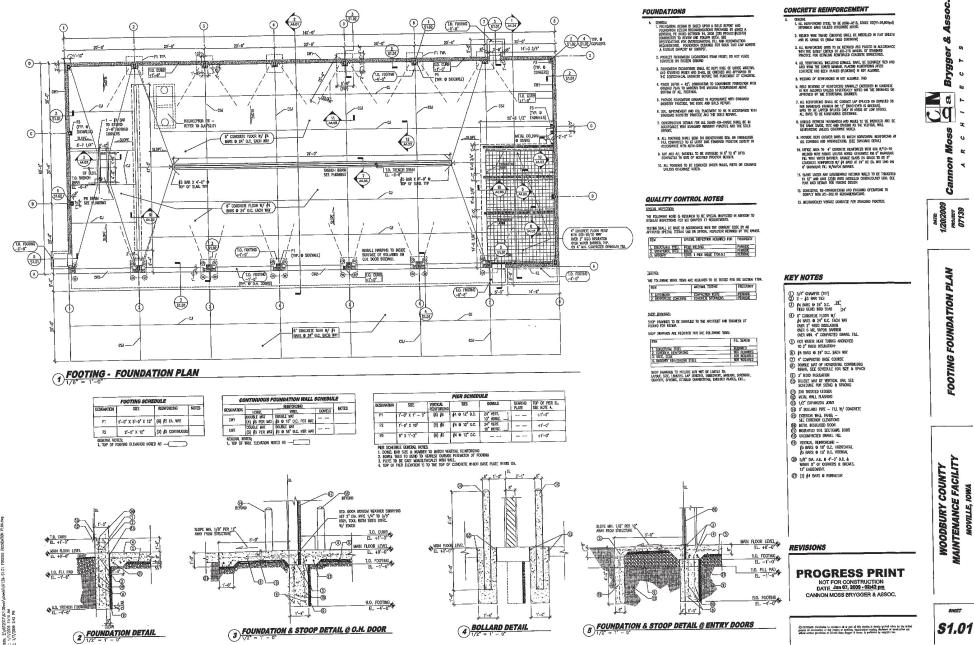
HOLLOW

**GENERAL NOTES** 

SHEET A5.01



ПЕ LOCADOR: E/U012007/071394ch/p4 SME DATE 12/6/2009 828 АН FLOT DATE 1/1/2009 226 РМ



LOCABOR: E-\40720 DATE: 1/7/2009 1 DATE: 1/7/2009 2 TULE L

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FOOTING FOUNDATION PLAN

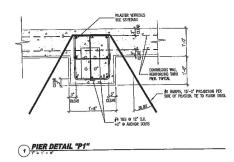
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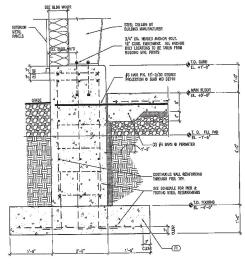
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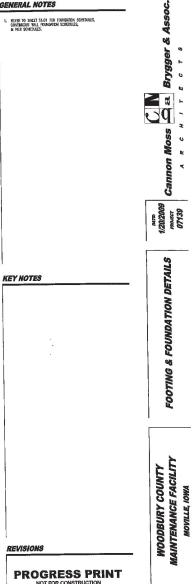
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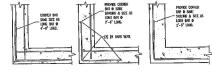
GENERAL NOTES

REFER TO SHEET SLOT FOR FOUNDATION SCHEDULES, CONTINUOUS WALL FOUNDATION SCHEDULES, & PER SCHEDULES.

NOT FOR CONSTRUCTION DATE Jan 07, 2009 - 02:47 pm CANNON MOSS BRYGGER & ASSOC.

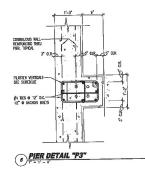
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**TYP. REINFORCING WALL CORNER DETAILS** 

FAE LOCATON: E:\4072007\07139-SME DATE: 1/7/2009 11:15 AM PLOT DATE: 1/7/2009 2:47 PM

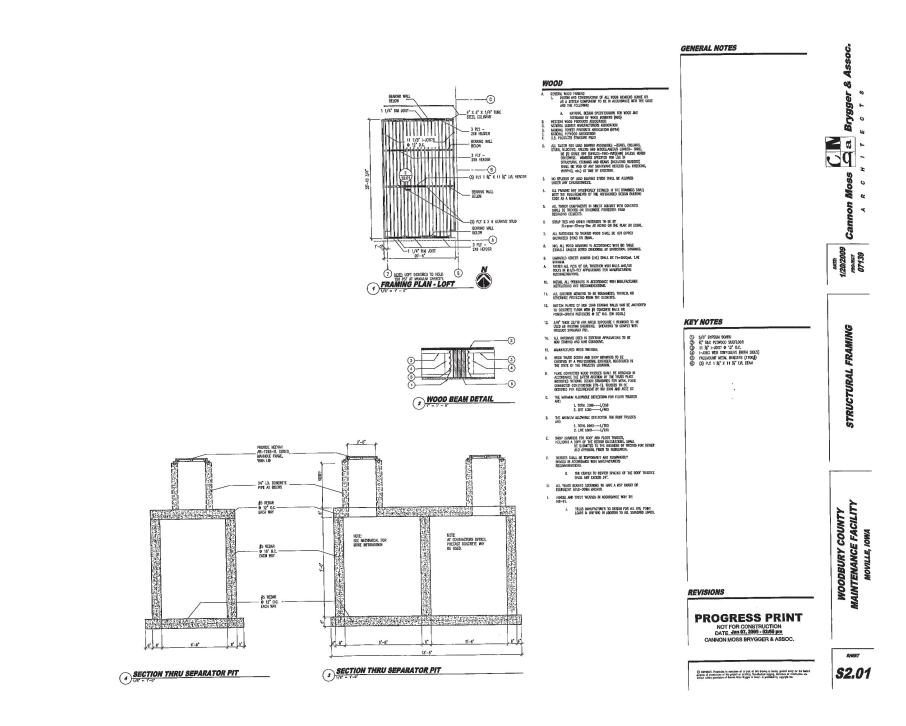


FOOTING & FOUNDATION DETAILS

**BHEET \$1.02** 

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รรมสมหรับว่า38-52.01 ราสมรับเทษณ์ คราสหมรร

 FILE LOCATORY ENVIRONMENT/SPeetly/S SME DATE: 1/7/2009 8:32 /M PLOT DATE: 1/7/2009 2:32 /M

## **IMPROVEMENT REQUEST**

Department/Division Title: Sheriff's Office Patrol Division

<u>Request</u>: 23 – M3 Patrol Ruggedized PC.

<u>Justification</u>: Due to a Windows 11 mandate which will take effect October of 2025, 23 of our current tablets will not support the Windows 11 update.

Financial Impact: 87,000

## **Budget Account Detail**

Account Number:	Description:	Amount:	Explanation:
0001-05-1060-000-44600	Radio and related	\$87,000	Tablet upgrade

Total: \$87,000

## **IMPROVEMENT REQUEST**

Department/Division Title: Sheriffs Office

<u>Request</u>: Licenses and software for Cellebrite. Used to open cell phones and download the information that are needed during investigations.

<u>Justification</u>: We have been having to go to other agencies that have this technology and as a result we are waiting sometimes up to 6 months to retrieve the data we need to make criminal cases.

<u>Financial Impact</u>: \$21,057.36 for this year, and a yearly fee after that.

## **Budget Account Detail**

Account Number:	Description:		Amount:	Explanation:
0001-05-1060-000-44901	Contractual Service	es	\$21,057.36	
	Total: 21,05	7.36		

Project Name:	Reno	Renovate DNR Office								
Project Number:(Finance will provide number)										
Project Manager:Tina Bertrand										
Department/Division:Treasurer's Department										
		<u>Year 1</u>	Year 2	Year 3	<u>Year 4</u>	<u>Year 5</u>	Total			
Revenues										
CIP Loan	_	125,000								
-										
-	_									
	_									
Total Revenue	es									
<b>Expenditures</b>										
CIP Fund		125,000								
	_									
Total Expenditur	es									
to b	better u	itilize office sp	ace and staff	ing resources	. Current set	up does not p	ation is necessary provide enough g on customers.			

Project Name:	Interior Paint Anthon Office								
Project Number:(Finance will provide number)									
Project Manager:									
Department/Division: Treasurer's Department									
	<u>Year 1</u>	Year 2	<u>Year 3</u>	<u>Year 4</u>	Year 5	Total			
<u>Revenues</u>									
CIP Loan	60,000								
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Comments:	terior paint	Anthon of	fice - appr	ovimatel	V 6 000 c	ef of well			
ar	ea at \$10/s	sf.	nce - appi	OVILLARE	y 0,000 s				

Project Name: Interior Paint Treasurer's Office									
Project Number:(Finance will provide number)									
Project Manager: Tina Bertrand									
Department/Division: Treasurer's Department									
	<u>Year 1</u>	Year 2	Year 3	Year 4	Year 5	<u>Total</u>			
Revenues									
CIP Loan	60,000								
Total Revenues									
Expenditures CIP Fund	60,000								
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Comments:			- <del>((</del> :		ataly 0.0	00 of of			
	at \$10/sf.	easurer's	office - a	approxim	ately 6,0	00 sf of wall			

Project Name:	WCICC-IT FY26 CIP									
Project Number: (Finance will provide number)	)									
Project Manager:	John Malloy									
Department/Division:	sion: WCICC-IT									
	X A	N O	N O	N. A						
Revenues	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>				
<u>Nevenues</u>										
Total Revenues:										
Expenditures										
Enterprise/Edge Firewall Upgrade	100,000.00									
Security Utilities/Keys	40,000.00									
County PCs	40,000.00									
Fiber Optics	25,000.00									
Fiber Testing & Diag Tools	25,000.00									
GIS Dashboard	25,000.00									
Extreme Edge Switch Cleanup	25,000.00									
Total Expenditures:	280,000.00									

Comments:

1500-52-9110-000-63200 for hardware, 1500-52-9110-000-64600 for software.