

NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (OCTOBER 21, 2025) (WEEK 43 OF 2025)

Live streaming at:

https://www.youtube.com/user/woodburycountyiowa

Agenda and Minutes available at: www.woodburvcountviowa.gov

Daniel A. Bittinger II 389-4405 Kent T. Carper 570-7681 David L. Dietrich 870-9224 Mark E. Nelson 540-1259 Matthew A. Ung 490-7852

dbittinger@woodburycountyiowa.gov

kcarper@woodburycountyiowa.gov de

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 October 21, 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.

AGENDA

- 2:30 p.m. Joint closed session with the LEC Authority {lowa Code Section 21.5 (1) (c)}

 Dennis Butler Meeting Room
- **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 6 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 October 14, 2025, meeting
- 3. Approval of claims
- Board Administration Karen James
 Approval of resolution approving abatement of taxes for St. Thomas Orthodox Church of Sioux City

- 5. Human Resources Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
- 6. Secondary Roads Laura Sievers
 - a. Approve the permit to work in the right-of-way on Bigelow Park Road
 - b. Approve the permit to work in the right-of-way on Eastland and Emmett Avenue

End of Consent Agenda

7. Weed Commissioner – Jered Jepsen Receive and approve the 2025 weed commissioner report

Action

8. Building Services – Kenny Schmitz
Approve unallocated CIP funds in the amount of \$300,000 and fund cost overages from reserves

Action

9. Reports on Committee Meetings

Information

10. Citizen Concerns

Information

11. Board Concerns

Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WED., OCT 22	1:00 p.m.	Region IV Hazardous Materials Response Commission, 6401 Gordon
MON., OCT 27	5:00 p.m.	Zoning Commission Meeting, Courthouse Basement Boardroom
TUES., OCT 28	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
MON., NOV 3	5:00 p.m.	Board of Adjustment meeting, Courthouse Basement Boardroom
WED., NOV 5	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.
WED., NOV 12	7:30 a.m.	SIMPCO Executive Finance Committee Meeting, 6401 Gordon Dr.
	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
THU., NOV 13	12:00 p.m.	SIMPCO Board of Directors Meeting, 6401 Gordon Dr.
	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
WED., NOV 19	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
THU., NOV 20	10:00 a.m.	Siouxland Regional Transit System Board of Directors Meeting, 6401 Gordon Dr.
	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., NOV 21	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting, S. C. Public Museum

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.

OCTOBER 14, 2025, FORTY-SECOND MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, October 14, 2025, at 4:30 p.m. Board members present were Carper, Ung, Dietrich, Nelson, and Bittinger II. Staff members present were Karen James, Board Administrative Assistant, Ryan Ericson, Budget and Finance Director, Joshua Widman, Assistant County Attorney 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 Nelson to approve the agenda for October 14, 2025. Carried 5-0. Copy filed.
 - Motion by Bittinger second by Carper to approve the following items by consent:
- 2. To approve minutes of the October 7, 2025 meeting. Copy filed.
 - To approve minutes of the October 9,2025 special meeting. Copy filed.
- 3. To approve the claims totaling \$1,703,856.56. Copy filed.
- 4a. To receive the County Auditor's Quarterly report for the period of 07/01/25 through 09/30/25. Copy filed.
- 4b. To receive the County Recorder's report of fees collected for the period of 07/01/25 through 09/30/25. Copy filed.
- 4c. To receive the appointment of Blake Stratton, 217 Fair St, Moville, to fille the Arlington Trustee position formerly held by Faith Lambert until the next regular/general election. Copy filed.
- To approve the reclassification of Blake Stahlecker, Civilian Lieutenant, County Sheriff Dept., effective 10-13-2025, \$3,685.37/bi-weekly, 3%=\$107.34/bi-weekly. Pay Increase According to Wage Matrix. Anniversary Date: 10/16/25.; the reclassification of Matthew Metzgar, Assistant County Attorney, County Attorney Dept., effective 10-13-2025, \$122,157.00/year, 3%=\$4,009.00/yr. Per AFSCME Attorney Move from Step 8 to Step 9. Anniversary Date: 10/18/25.; the reclassification of Jason Byers, Equipment Operator, Secondary Roads Dept., effective 10-13-2025, \$29.34/hour, 1%=\$0.31/hr. Per CWA Roads Move from Step 2 to Step 3. Anniversary Date: 10/18/25.; and the reclassification of Carter Riedemann, Equipment Operator, Secondary Roads Dept., effective 10-13-2025, \$28.72/hour, 3%=\$0.86/hr. Per CWA Roads End of Probationary Period. Move to Step 1. Anniversary Date: 10/21/25. Copy filed.
- 5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for F/T Equipment Operator, Secondary Roads Dept. CWA: \$27.86/hour. Copy filed.
- 6a. To approve the permit to work in the right of way for Greg Jochum. Copy filed.
- 6b. To approve the underground utility permit for Long Lines. Copy filed.

Carried 5-0.

- 9a. Motion by Nelson second by Dietrich to receive document from County Engineer Sievers. Carried 5-0. Copy filed.
 - Motion by Nelson second by Dietrich to approve the plans for project #BROS-CO97(177)—8J-97. Carried 5-0. Copy filed.
- 9b. Motion by Nelson second by Dietrich to approve the federal-aid agreement for project #BROS-CO(177)—8J-97. Carried 5-0. Copy filed.
- 7. A public hearing was held at 4:35 p.m. for the sale of parcel #894729136013, 1107 W 5th St. The Chairperson called on anyone wishing to be heard.
 - Motion by Nelson second by Dietrich to close the public hearing. Carried 5-0.

October 14, 2025 Cont'd. Page 2

Motion by Nelson second by Dietrich to approve and authorize the Chairperson to sign a Resolution for the sale of parcel #894729136013, 1107 W 5th St., to Sabino Palma, 1111 W 5th St., Sioux City, for \$6,300.00 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA RESOLUTION #13,960

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

For the following described real estate, To Wit:

Parcel #894729136013

The West Thirty-two Feet (W 32') of the East One Hundred Feet (E 100') of Lots Five (5) and Six (6), Block Ten (10), Tredways Addition to Sioux City, Woodbury County, Iowa (1107 W. 5th Street)

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

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

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

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

SO DATED this 14th Day of October, 2025. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

8a. A public hearing was held at 4:40 p.m. to conduct the 2nd public hearing on the Zoning Ordinance Map Amendment (Rezone) from Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District on parcel #884604100004 for the LeFebvre Family Trust.

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

- 8b. Motion by Bittinger second by Nelson to approve the 2nd reading of the said Zoning Ordinance Map Amendment (Rezone) from AP to AE on Parcel #884604100004 as final reading. Carried 5-0. Copy filed.
- 8c. Motion by Bittinger second by Nelson to waive the 3rd reading of the ordinance. Carried 5-0. Copy filed.
- 8d. Motion by Bittinger second by Nelson to adopt Ordinance #85, Zoning Ordinance Map Amendment (Rezone) from AP to AE on parcel #884604100004. Carried 5-0.
- 8e. A public hearing was held at 4:42 p.m. to conduct the 2nd public hearing on the proposed Zoning Ordinance Text Amendments aimed to establish maximum dimensions for Accessory Dwelling Units (ADUs) and allow them to align with primary dwellings without adhering to Iowa Code 331.301(27)(a)(1) in counties lacking building codes.

October 14, 2025 Cont'd. Page 3

- Motion by Bittinger second by Nelson to close the public hearing. Carried 5-0.
- 8f. Motion by Bittinger second by Carper to approve the 2nd reading of the said Zoning Ordinance Text Amendments as final reading. Carried 5-0. Copy filed.
- 8g. Motion by Bittinger second by Nelson to waive the 3rd reading of the ordinance. Carried 5-0. Copy filed.
- 8h. Motion by Bittinger second by Nelson to adopt the Ordinance #86, Zoning Ordinance Text Amendments. Carried 5-0.
- 8i. A public hearing was held at 4:45 p.m. to conduct 2nd public hearing of proposed Zoning Ordinance Text Amendments to revise the Land Use Summary Table of Allowed Uses (Section 3.03.4), to classify "Public service garage" as a conditional use within the Agricultural Preservation (AP) Zoning District and the Agricultural Estates (AE) Zoning District.
 - Motion by Bittinger second by Nelson to close the public hearing. Carried 5-0.
- 8j. Motion by Bittinger second by Nelson to approve the 2nd reading of the Zoning Ordinance Text Amendments as the final reading. Carried 5-0. Copy filed.
- 8k. Motion by Bittinger second by Nelson to waive the 3rd reading of the ordinance. Carried 5-0. Copy filed.
- 8l. Motion by Bittinger second by Nelson to adopt the Ordinance #87, Zoning Ordinance Text Amendments. Carried 5-0.
- 8m. Motion by Bittinger second by Nelson to receive the final report and the Zoning Commission's recommendation from their 9/22/25 meeting to approve the final plat of LeFebvre Addition, a minor subdivision to Woodbury County, lowa with the condition that a recorded ingress/egress easement agreement for the shared driveway be recorded with the final plat to address long-term maintenance, repair, upkeep, and snow removal Carried 5-0. Copy filed.
- 8n. Motion by Bittinger second by Nelson to approve and authorize the Chairperson to sign a Resolution accepting LeFebvre Addition, a minor subdivision to Woodbury County, Iowa. Carried 5-0.

BOARD OF SUPERVISORS RESOLUTION #13,961 ACCEPTING AND APPROVING LEFEBVRE ADDITION A MINOR SUBDIVISION WOODBURY COUNTY, IOWA

WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE 22nd DAY OF September, 2025, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS LEFEBVRE ADDITION, WOODBURY COUNTY, IOWA; AND

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

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

WHEREAS, THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF LEFEBVRE ADDITION, WOODBURY COUNTY, IOWA BE,

October 14, 2025 Cont'd.

AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNERS AND PROPRIETORS A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 14th DAY OF October, 2025. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

- 10a1. Motion by Bittinger second by Nelson to approve Residential Anti-displacement and Relocation Assistance Plan. Carried 5-0. Copy filed.
- 10a2. Motion by Bittinger second by Nelson to approve and authorize the Chairperson to sign a Resolution Excessive Force. Carried 5-0.

POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE RESOLUTION #13,962

WHEREAS, <u>Woodbury County</u> has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, Woodbury County	endorses a policy prohibiting the use of excessive force and will inform al
law enforcement agencies within its ju	urisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, <u>Woodbury County</u> hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, <u>Woodbury County</u> agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. <u>Woodbury County</u> further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that <u>Woodbury County</u> has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by:

Name: <u>Woodbury County Board of Supervisors</u> Phone Number: <u>712-279-6525</u>

Adopted by <u>Woodbury County</u> this <u>14th</u> day of <u>October</u>, 20<u>25</u> WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

- 10a3. Motion by Bittinger second by Nelson to approve The Fair Housing Policy. Carried 5-0. Copy filed.
- 10a4. Motion by Nelson second by Dietrich to approve the Code of Conduct. Carried 5-0. Copy filed.
- 10a5. Motion by Bittinger second by Nelson to approve the Procurement Policy. Carried 5-0. Copy filed.

October 14, 2025 Cont'd. Page 5

- 11. Reports on committee meetings were heard.
- 12. There were no citizen concerns.
- 13. Doyle Turner was invited to speak by Supervisor Nelson about the pipelines.

Auditor/Recorder Skaff shared information regarding the City/School Election.

The Board adjourned the regular meeting until October 21, 2025.

Meeting sign in sheet. Copy filed.

----- Original message -----

From: Michael Jacobs < mjacobs0960@outlook.com >

Date: 10/2/25 6:55 AM (GMT-06:00)
To: HSatterwhite@woodburycounty.org

Cc: fr.kevin@holyorthodoxy.org

Subject: 1100 Jones Street, Parcel #894728207004; 1101 Jones Street, Parcel

#894728133007

Greetings Heather.

There has been an Orthodox Christian Church in continuous and uninterrupted operation at 1100 Jones Street since 1954. That parish has also owned the lot across the street at 1101 Jones Street since 1964. Historically, that parish, (known as St. Thomas Antiochian Church and/or Syrian Orthodox Benevolent Society, Inc., aka Syrian Orthodox Benevolent Society of Sioux City, Iowa) was always affiliated with the Antiochian Orthodox Christian Diocese of North America which has its headquarters in Englewood, New Jersey.

For a variety of reasons, this local parish, now known as St. Thomas Orthodox Church of Sioux City, changed its affiliation from the Antiochian Archdiocese to the Russian Orthodox Church Diocese of Chicago and Mid-America (ROCOR). This amicable transition occurred in late 2023 and early 2024. Pursuant to the traditions and records of the local parish and the Antiochian Archdiocese of New Jersey, title to all real estate held by the local parish was transferred to the Antiochian Archdiocese.

However, in order to maintain the continuity of the local parish, the Antiochian Archdiocese immediately leased the real estate back to the local parish for its continued use. As you can see from the attachment, the lease is on very favorable terms for the local parish to stay in operation as a religious institution at this same location. I did not yet have the time to obtain recorded copies of the deeds transferring title and the lease but I am sure those are all available at the county recorder's office.

I hope this will justify an abatement of the real estate taxes due in September of this year and March of next year and a religious exemption for the properties going forward. I have to go out of town today but I wanted to get at least this much to you as soon as I could. In the days ahead, I look forward to working with you to complete this process. I have CC'd Father Kevin Kirwan on this email. He can be reached at 712 253-7114.

Thank you for your assistance.

Michael P. Jacobs

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, St. Thomas Orthodox Church of Sioux City is the titleholder of real estate Parcel #894728207004 and Parcel #894728133007 located in the City of Sioux City, Woodbury County, Iowa and legally described as follows:

Parcels #894728207004 & #894728133007

Lots Four (4), Five (5) and Six (6) in Block One Hundred and Seven (107), of Sioux City East Addition, in the County of Woodbury and State of Iowa

And

The South One-half of Lot Five (5) East of the West 100 Feet thereof, and all of Lot Six (6), lying East of the West 100 Feet thereof, and all of Lot Seven (7) and all of the South One-half of Lot Eight (8) and all of the vacated alley between said Lots Six (6) and Seven (7) and the South One-half of Lots Five (5) and Eight (8) in Block Sixty-seven (67), Sioux City East Addition

WHEREAS, the above-stated property has taxes owing for the 2024 tax year and the parcel is owned by St. Thomas Orthodox Church of Sioux City, and

WHEREAS, the organization, namely St. Thomas Orthodox Church of Sioux City is failing to immediately pay the taxes due; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of lowa, 427.3 for the taxes owed for the 2024 tax year and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 21st day of October, 2025.

ATTEST:	WOODBURY COUNTY BOARD OF SUPERVISORS
Michelle K. Skaff	Daniel A Bittinger II, Chairman
Woodbury County Auditor/Recorder	

LEASE - BUSINESS PROPERTY - SHORT FORM THE IOWA STATE BAR ASSOCIATION Official Form No. 165 Recorder's Cover Sheet

Preparer Information:

Michael P. Jacobs, Attorney at Law, Smith Pauley, LLP, 700 4th Street, Suite 300, Sioux City, IA 51101, Phone: (712) 255-1085

Taxpayer Information:

Antiochian Orthodox Christian Archdiocese of North America, 358 Mountain Road, PO Box 5238, Englewood, NJ 07631-5238

Return Document To:

Smith Pauley, LLP, 700 4th Street Suite 300, Sioux City, IA 51101

Grantors:

Antiochian Orthodox Christian Archdiocese of North America

Grantees:

St. Thomas Orthodox Church of Sioux City

Legal Description:

See Page 2

Document or instrument number of previously recorded documents:

LEASE

THIS LEASE, made and entered into this _______, by and between Antiochian Orthodox Christian Archdiocese of North America ("Landlord"), whose address, for the purpose of this lease, is 358 Mountain Road, PO Box 5238, Englewood, NJ 07631-5238, and St. Thomas Orthodox Church of Sioux City, an Iowa non-profit corporation ("Tenant"), whose address for the purpose of this lease is 1100 Jones Street, Sioux City, Iowa 51104

The parties agree as follows:

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

Lots Four (4), Five (5) and Six (6) in Block One Hundred and Seven (107), of Sioux City East Addition, in the County of Woodbury and State of Iowa

AND

The South One-half of Lot Five (5) East of the West 100 Feet thereof, and all of Lot Six (6), lying East of the West 100 Feet thereof, and all of Lot Seven (7) and all of the South One-half of Lot Eight (8) and all of the vacated alley between said Lots Six (6) and Seven (7) and the South One-half of Lots Five (5) and Eight (8) in Block Sixty-seven (67), Sioux City East Addition (Commonly known as: 1100 & 1101 Jones Street, Sioux City, Iowa)

together with all furniture, fixtures, icons, religious relics and improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of January, 2024 and ending on the 31st day of December, 2033 upon the condition that Tenant performs as provided in this lease.

This lease shall automatically renew at the end of each term upon the same terms and conditions unless Landlord or Tenant gives one hundred twenty (120) days advance written notice to the other of its intent to terminate the lease.

- 2. RENT. Tenant agrees to pay Landlord as rent \$1.00 per calendar year commencing on the 5th day of January 2024, and to be paid on the 5th day of January of each year thereafter, during the term of this lease. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.
- 3. POSSESSION. Tenant shall be entitled to possession on the first day of the lease term and shall yield possession to Landlord at the termination of this lease.

4. USE. Tenant shall use the premises only as an Orthodox church and for other eleemosynary purposes consistent with the Orthodox faith.

5. CARE AND MAINTENANCE.

- (a) Tenant takes the premises as is, except as herein provided.
- (b) Tenant shall maintain the premises and its contents in a reasonable safe, serviceable, clean and presentable condition, and shall make all repairs, replacements and improvements to the premises so as to fix and restore the premises to a good condition after damage, deterioration or partial destruction, including all changes, alterations or additions ordered by any lawfully constituted government authority directly related to tenant's use of the premises.
- 6. UTILITIES AND SERVICES. Tenant shall pay for all utilities and services which may be used on the premises.
- 7. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.
- 8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. INSURANCE.

- (a) PROPERTY INSURANCE. Tenant agrees to insure the real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- (b) LIABILITY INSURANCE. Tenant shall obtain commercial general liability insurance in the amounts of two million dollars (\$2,000,000.00) each occurrence and four million dollars (\$4,000,000.00) annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.
- (c) CERTIFICATES OF INSURANCE. Tenant shall provide Landlord with certificates of insurance with these property and liability insurance requirements each time these policies are renewed.
- 10. RIGHT OF FIRST REFUSAL. If Landlord desires to sell the premises to a bona fide third-party purchaser, Landlord shall provide Tenant with a copy of the written offer and Tenant shall have one hundred twenty (120) days to match the terms of that offer. Tenant shall then have another forty-five (45) days to close on the purchase.

If Tenant does not exercise the right of first refusal, Landlord may then sell the property to the bona fide third-party purchaser as long as that sale closes within one hundred sixty-five (165) days from the date the written offer was delivered to Tenant. If the sale to that bona fide third-party purchaser does not close within that time period, this right of first refusal shall remain in full force and effect.

- 11. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
- 12. INDEMNITY. Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
- 13. DAMAGE. In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within twenty (20) days after such notice; and both parties shall thereafter be released from all future obligations hereunder.
- 14. MECHANIC'S LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the

receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any three hundred sixty-five (365) day period.

REMEDIES

- C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant a notice to quit requiring Tenant to immediately vacate and surrender possession to Landlord.
- 16. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
- 17. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

- 18. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties as to these premises.
- 19. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

20. ADDITIONAL PROVISIONS.

Antiochian Orthodox Christian Archdiocese of North America:

BY: Metropolitan SABA

Landlord

St. Thomas Orthodox Church of Sioux City, an Iowa non-profit Corporation:

BY: Fr. Kevin Kirwan Incorporator

BY: Frank Brienzo Incorporator

Tenant

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

* PERSONNEL ACTION CODE:

A- Appointment

R-Reclassification

T - Transfer

E- End of Probation S - Separation

P - Promotion D - Demotion

O – Other

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Hernandez, Leticia	Treasurer	10-10-2025	Clerk II - Tax			S	Resigned
Caster, Todd	Building Services	10-14-2025	Custodian			S	Separation
Kempers, Jace	Sheriff's Office	10-21-2025	Civilian Jailer	\$26.04/hour	0%	О	Transfer from FT Temp to Regular FT
Azpeitia, Ulysses	Sheriff's Office	10-21-2025	Civilian Jailer	\$26.04/hour	0%	0	Transfer from FT Temp to Regular FT
Vazquez, Laysa	Juvenile Detention	10-22-2025	Youth Worker – PT Temp	\$22.71/hour		A	Job Vacancy Posted on 8/20/2025. Entry Level Salary: \$22.71/hour
Johnson, Terry	Secondary Roads	10-27-2025	Motor Grader Operator	\$29.03/hour	3%=\$0.87/hr	R	Per CWA Roads-End of Probationary Period. Move to Step 1. Anniversary Date: 10/30/25

APPROVED BY BOARD D	ATE:	
---------------------	------	--

MELISSA THOMAS, HR DIRECTOR:

DATE: October 21, 2025

Melissa Thomas, HR Director

HUMAN RESOURCES DEPARTMENT WOODBURY COUNTY, IOWA

DATE: October 21, 2025

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Building Services	Custodian	AFSCME Courthouse: \$17.81/hour		
Secondary Roads	Motor Grader Operator – FT Temp	\$28.16/hour		
Treasurer	Clerk II - Tax	AFSCME Courthouse: \$19.82/hour		
- ,				

Chairman,	Roard	of Sune	rvisors
Chairman,	Doard	or Supe	71 V 15 O 1 5

(AUTHFORM.doc/FORMS)



Woodbury County Secondary Roads Department

759 E. Frontage Road · Moville, Iowa 51039

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

To:

Human Resources Department

From:

Laura Sievers, PE, Woodbury County Engineer

Date:

October 10, 2025

Subject:

Seasonal Motor Grader Operator - District 5 Hornick Shop

Secondary Roads would like to initiate the hiring process for a Seasonal Motor Grader Operator assigned to the District 5 Hornick Shop.

This position would be utilized on an as-needed basis to operate a motor grader for routine road maintenance and snow removal. It represents an additional seasonal position for the Secondary Roads Department to help ensure adequate coverage during periods of increased workload.

Thank you for your time and assistance.



Woodbury County Building Services 401 8th Street Sioux City, IA. 51101 Kenny Schmitz, Building Services Director kschmitz@woodburycountyiowa.gov

Office: 712-279-6539 Cell: 712-253-3745

To: Woodbury County Board of Supervisors
 Human Resources Department

From: Kenny Schmitz, Building Services Director

Subject: Authorization to Hire

Building Services respectfully requests Authorization to hire for the Building Services Custodian position vacancy.

Sincerely,

Kenny Schmitz

10/15/2025

Should you have any comments regarding this communication, please send them to me and I will place them in your file along with this communication.

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

Da	ite: <u>10/1</u>	6/2025	We	ekly Agenda	Date: 1	10/21/2025								
			/ DEPARTM NDA ITEM:	IENT HEAD	/ CITIZEN:	.: Laura Sie	evers, PE, V	Woodbury	County Er	gineer				
	Conside	eration o	f permit to	o work in	the cour	nty right of	way on	Bigelo	w Park	Road.				
					ACT	ΓΙΟΝ REQU	IRED:							
	Approv	ve Ordinan	се 🗆	I	Approve R	Resolution		Appro	ve Motion					
	Public	Hearing [(Other: Info	ormational 🗆		Attach	nments []				
EX	ECUTIVE	SUMMAR	Y:											
						ested a per onmental S			the righ	t-of-wa	y for a	approv	ed work	(
B <i>A</i>	CKGROU	JND:												
						of Superviso	J. U _[= -							
		IMPACT:												
No im	oact.													
						A ITEM, HAS T			EEN SUB	MITTED	AT LE	AST ON	E WEEK	
Ye	s 🗆	No												
RE	COMME	NDATION:												
Approv	e the p	ermit to	work in th	ne right of	way.									
AC	TION RE	QUIRED /	PROPOSED	MOTION:										
Motion the pe		rove the	permit to	work in th	he right-	-of-way on	Bigelow	v Park I	Road ar	d to di	rect th	ne cha	ir to sigi	<u> </u>

Approved by Board of Supervisors April 5, 2016.

Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER Benjamin T. Kusler, E.I.T. bkusler@woodburycountyiowa.gov

SECRETARY
Tish Brice
tbrice@woodburycountyiowa.gov

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

Name of Permitte	e: Curtis 1	Pedersor	Phon	e No.: 712-0	746-10	04
Mailing Address:	212 Bi	gelau 1	Parkr	d, sal	ix, IA	
Township:_	87		Section:	33		
Woodbury County owner, organization				o the following pe		referred to as property ent:
representative, to	conduct the follo	wing described co	onstruction or ac	n to the property of	right-of-way:	
Septic	Pump	Pit dis	charge !	ipe into	ditch.	Runosf
from	clean	coflo .	unit.			

- 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.

Woodbury County Secondary Road Department for any follows:	materials removed from the highway right of way described a
L. Woodbury County agrees to provide the follow	ving contribution toward completion of this project:
M. All work done by property owner, organization completed prior to the day of day of day of	
Signature of Property Owner or Authorized Representation Laura Sievers	ive
Woodbury County Engineer	
Chair, Woodbury County Board of Supervisors	

The County will not be responsible for the permanent fixture within the ROW. The landowner will be required to notify City/County/utility personal of the fixture.

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

Date: 10/16/2025 Weekly Agenda Date: 10/21/2025
ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura Sievers, PE, Woodbury County Engineer WORDING FOR AGENDA ITEM:
Permit to work in the county right of way on Eastland and Emmett Ave.
ACTION REQUIRED:
Approve Ordinance □ Approve Resolution □ Approve Motion ☑
Public Hearing □ Other: Informational □ Attachments □
EXECUTIVE SUMMARY:
On Eastland and Emmett Ave, Mitchell Parker has requested a permit to work in the right-of-way to reshape the ditch.
BACKGROUND:
Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa.
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 Eastland and Emmett Avenue and to direct the chair to sign the permit.

Approved by Board of Supervisors April 5, 2016.



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: MI+chell Parker Phone No.: 12-810-0288
Mailing Address: 915 Clairmont Cir. Sergeant Bluff, IA 51054
Township: 5/0an Section: NE 14 Section 27
Woodbury County, State of Iowa, and Mitchell Parker 4 Lee wester sound (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:
Ditching at SW Intersection of 320th + Emmeth
Ave traveling south 14 mile

- 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 December, 20245
Entered into this 2 \ day of \ \Jwly, 20245
completed prior to the 30 day of December, 20245 Entered into this 2 day of Jwly, 20245 Mitchell Parker Signature of Property Owner or Authorized Representative
Woodbury County Engineer

Chair, Woodbury County Board of Supervisors



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: Witchell Yav Key Phone No.: 12-8/0-0288	
Mailing Address: 915 Clairmont circle Sevgeant Bluff, IA 5103	,4
Township: 5 loan Section: 3	
Woodbury County, State of Iowa, and Randy Hunt (mitchell Parker) (hereinafter referred to as proposed on a supposed in the control of the country of the cou	operty
 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: 	
Ditching at NE intersection of 290th + Eastland	AVe
travels North . 6 miles	

- 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 December, 2025 Entered into this
Entered into this
Mutchell Jarcher Signature of Property Owner or Authorized Representative
Woodbury County Engineer
Chair, Woodbury County Board of Supervisors

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

Date:	10/16/2025	Weekly Agenda Date:	10/21/2025		
	CTED OFFICIAL / DE	EPARTMENT HEAD / CITIZE A ITEM:	EN: Jered Jepsen, Wee	d Commissioner	
Арр	prove annual re	port of the county wee	ed commissioner		
		A	CTION REQUIRED:		
P	Approve Ordinance	□ Approve	e Resolution	Approve Motion 🗹	
F	Public Hearing	Other: I	nformational \square	Attachments	
EXECI	UTIVE SUMMARY:				
	,	issioner prepares an a	•	Department of Agriculture.	The report is
BACK	GROUND:				
	The county weed commissioner is a position established under Chapter 317 of the Code of Iowa. The annual report will provide the board with information pertaining to the destruction of noxious weeds within Woodbury County.				
FINAN	ICIAL IMPACT:				
The coun	ty funds the wo	rk of the weed commi	ssioner through the	weed eradication budget.	
		T INVOLVED IN THE AGEN WITH A REVIEW BY THE C		FRACT BEEN SUBMITTED AT LEAFICE?	AST ONE WEEK
Yes	□ No ☑				
RECO	MMENDATION:				
I recommo report.	end that the Bo	ard receive the 2025 i	report of the weed co	ommissioner and direct the	chair to sign the
ACTIO	N REQUIRED / PRO	OPOSED MOTION:			
Motion to	receive the 202	25 report of the weed o	commissioner and di	rect the chair to sign the re	port.



2025 WEED COMMISSIONER'S REPORT

For the County of: Woodbwy

Submit to County Board of Supervisors by:
Return copy to the IDALS office by:

November 1, 2025 December 1, 2025

Weed Commissioner's Contact Information:

Name	Year Appointed
Jered Jepsen	2012
Address	Telephone
303 2N St PO BOX 200	712 898 0822
City, Zip Code	Alternate Telephone
Correctionville La 5/1/6	712 373 9718
Email Address	Pesticide Certificate #
we weed comm a gmail. com	41681

Which of the noxious weeds have you found in your county?

1 – Found, a problem in my county2 – Found, but not a problem		3 – Not known in my county ? – If you cannot identify this plant	
Primary Noxious Weeds	Answer	Secondary Noxious Weeds	Answer
Buckthorn	3	Buckhorn Plantain	3
Bull Thistle	2	Cocklebur	2
Canada Thistle	2	Curly Dock (Sour Dock)	3
Field Bindweed	2	Multiflora Rose	2
Hoary Cress (Perennial Pepper-grass)	2	Poison Hemlock	2
Horse Nettle	2	Puncturevine	2
Leafy Spurge	2	Red Sorrel (Sheep sorrel)	2
Musk Thistle	2	Shattercane	2
Palmer Amaranth	3	Smooth Dock	2
Perennial Sow Thistle	2	Teasel	2
Quackgrass	2	Velvetleaf (Butterprint)	2
Russian Knapweed	.2	Wild Carrot	2
		Wild Mustard	2
		Wild Sunflower	

Garlic Mustard	2		,
Japanese Hop	.3		
Japanese Knotweed	3		
Oriental Bittersweet	2		
Purple Loosestrife	2		
Please list any other plants where Trees & Brush		problem or a concern in your	county:
As County Weed Commissions Yes No Did your county publish a Not			
provisions of Title VIII Chapte	er 317 Sect	ion 317.14?	
Yes No No			
Did your county employ contr	act sprayi	ng during 2025?	
If yes, what percentage of	your total :	spray program is contracted?	%
If possible, please list the	contract ra	tes. \$/mile	
Total contract cost \$			
In the past year how much did	l your cou	nty spend on purchasing her	bicides?
\$ 50,000			
How many times during 2025	was it nec	essary to serve a noxious we	ed notice?
Private (written)	Public	(written) (DOT, DNR, CCB)	
How many times did you cont	act individ	uals personally, rather than	sending
them a weed control notice?			
Private (verbal) <u>27</u>	Public	(verbal) (DOT, DNR, CCB)	?

Answer

Invasive Prohibited Plants

and assess the cost to the owner?
How many months were you employed as weed commissioner in 2025?
$_{\underline{}}$ months
Are your duties as weed commissioner incorporated into another county job?
Yes No If Yes, what? Equipment Operator
Weed Comm. Duties 25 % IRVM Duties 75 %
Other County Duties%
How does the overall county weed situation compare with last year?
Improved Unchanged Worse
Comments?
Is brush control included in your weed commissioner duties?
Yes No No
If yes, what method(s) do you use? (Circle all that apply):
Spraying Cutting Stump treatment Basal bark
Other, explain
What are your suggestions and/or recommendations which may improve your
county weed and brush infestations?
Updating Equipment
What <u>herbicides</u> did your county use in your weed control program? $\underline{\mathrm{Be\ specific}}$
please list brand name and quantity of each. Please do not list surfactants or
adjuvants. If the spray program is contracted in your county, ask your contractor for
this information. Add another page if necessary.

Herbicide usage table:

CHEMICAL/BRAND	RATE USED	QUANTITY USED	TO CONTROL?
(Example) Mílest <i>one</i>	4 fluíd ounces per acre	3.32 gallons	Thistle and teasel on roadside
	9/		
Wetstone	5 to 7202	20 gallens	ROW weeds
			weeds, Treese boush
Escort XP	3/4 to 2 or face	60 1bs	Treese boush
Method	12 or face	25 gallons	Trew & brush
			Parking lots
Plain view	32 or/cre	73 galons	bore goans
	,		
Grazon PD3	2ª/spints/acre	70 gallons	weeds a brush
		,	
,			

The above report is true to	The best of my knowledge.		
Signature County Weed Con	nymssioner	Date	
Signature		A	
Chairman, Count	y Board of Supervisors	Date	
Please return a copy to:	Iowa Department of Agric Attn: State Weed Commi 2230 S Ankeny Blvd Ankeny, IA 50023-9093		hip



2026 COUNTY WEED COMMISSIONER CERTIFICATION FORM

For the County of: Wood bury

Weed Commissioner's Contact Information:

Sevel Jepsen	Year Appointed
Mailing Address PO Box 202, 303 2nd 54 City, Zip Code	Telephone 7/2 898 0822 Alternate Telephone
Correctionville Ia 5/0/6 Email Address We weed comm a gmail. com	710 373 97/8 Pesticide Certificate #
Signed:	Date:
Chair/President, County Board of Supervisors	

PLEASE RETURN THIS FORM TO:

IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP State Weed Commissioner 2230 South Ankeny Boulevard Ankeny, IA 50023-9093

317.3 Weed commissioner -- standards for noxious weed control.

The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. The county weed commissioner may, with the approval of the board of supervisors, require that commercial applicators and their appropriate employees pass the same standards for noxious weed identification as established by the department of agriculture and land stewardship. The name and address of the person appointed as county weed commissioner shall be certified to the county auditor and to the secretary of agriculture within ten days of the appointment. The board of supervisors shall fix the compensation of the county weed commissioner and deputies. In addition to compensation, the commissioner and deputies shall be paid their necessary travel expenses. At the discretion of the board of supervisors, the weed commissioner shall attend a seminar or school conducted or approved by the department of agriculture and land stewardship relating to the identification, control, and elimination of noxious weeds.

The board of supervisors shall prescribe the time of year the weed commissioner shall perform the powers and duties of county weed commissioner under this chapter which may be during that time of year when noxious weeds can effectively be killed. Compensation shall be for the period of actual work only although a weed commissioner assigned other duties not related to weed eradication may receive an annual salary. The board of supervisors shall likewise determine whether employment shall be by hour, day or month and the rate of pay for the employment time.

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

Date:	10/15/2025	Weekly Age	nda Date: 10/21/2025		
	CTED OFFICIAL	/ DEPARTMENT HEA	AD / CITIZEN: Kenny Schmitz		
Wo	odbury Coun	ity Courthouse F	Freight Elevator Project Fur	nding	
			ACTION REQUIRED:	:	
,	Approve Ordinand	се 🗆	Approve Resolution □	Approve Motion 🗹	
	Public Hearing	<u> </u>	Other: Informational	Attachments 🗹	
EXEC	UTIVE SUMMAR	Y:			
unallocated	placement project CIP funding of \$3 peyond \$300,000)		es		
BACK	(GROUND:				
The cour Replacer	thouse freigh nent parts are	t elevator has e e no longer avai	xceeded life expectancy. lable & the elevator require	es replacement.	
FINAN	ICIAL IMPACT:				
Project Pre- Architects/ E	nined in the compe Bid Vendors Cost I ngineers - \$60,000 IMATE = \$335,000	Estimates - \$275,000 -	\$300,000		
			THE AGENDA ITEM, HAS THE CO BY THE COUNTY ATTORNEY'S (ONTRACT BEEN SUBMITTED AT LEAS OFFICE?	T ONE WEEK
Yes	□ No				
RECO	MMENDATION:				
Reallocat	e unallocated	d CIP funds in th	e amount of \$300,000 & fu	und cost overages from reserve	es
	• • • • • • • • • • • • • • • • • • • •	PROPOSED MOTION			
Motion to otherwise	approve una allocated by	allocated CIP fur the county final	ds in the amount of \$300,0 nce director	000 & fund cost overages from	reserves or as

Approved by Board of Supervisors April 5, 2016.

Projected Cost Elevator Manufacture A		Projected Cost Elevator Manufacture B	
Project Cost Estimate	\$ 275,000.00	Project Cost Estimate	\$ 300,000.00
Architect/ Engineer	\$60,000	Architect/ Engineer	\$60,000
2.5% contingency			
Cost A Estimate Total	\$ 335,000.00	Cost B Estimate Total	\$ 360,000.00