



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(APRIL 21, 2026) (WEEK 17 OF 2026)

Live streaming at:

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

Agenda and Minutes available at:

www.woodburycountyiowa.gov

Daniel A. Bittinger II
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dbittinger@woodburycountyiowa.gov

Kent T. Carper
570-7681

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David L. Dietrich
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Mark E. Nelson
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Matthew A. Ung
490-7852

matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held April 21, 2026, 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 will recognize the agenda item presenter before asking for public comments or board discussion.
3. Members of the public will approach the microphone one at a time and give their name and city of residence before their statement.
4. Members of the public who comment 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

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

1. Approval of the agenda

Action

Consent Agenda

Items 2 through 7 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

2. Approval of the minutes of April 14, 2026
3. Approval of claims
4. Board Administration – Karen James
 - a. Approval of lifting tax suspension for L.C.
 - b. Approval of lifting tax suspension for P.H.

5. Deputy Commissioner of Elections – Steve Hofmeyer
Receive the appointment of Connie L. Westphal as Anthon City Mayor, to fill the vacancy left when Lisa Petersen resigned
6. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Approval of request to deauthorize county position
 - c. Approval of retiree request to remain on health and dental insurance
7. Secondary Roads – Laura Sievers
 - a. Approve the utility permit for Mid American
 - b. Approve the utility permit for Long Lines Broadband
 - c. Approval of permit for a tile crossing across Emmett Ave. in section 8 & 9 of Banner Township

End of Consent Agenda

- | | |
|--|-------------|
| 8. Secondary Roads – Laura Sievers | |
| a. Approve the purchase of a motor grader for District 2 | Action |
| b. Award a contract to the lowest bidder for pavement markings – 2026 | Action |
| c. Approve the FY 2027 Woodbury County Secondary Road Department Five Year Construction Program and Budget | Action |
| | |
| 9. Building Services – Kenny Schmitz | |
| Approve and award for the courthouse freight elevator replacement project | Action |
| | |
| 10. Board Administration – Ryan Ericson | |
| Approval of resolution amending the resolution authorizing the issuance of \$1,200,000 General Obligation Capital Loan Notes, Series 2026A, and levying a tax for the payment thereof passed and approved on February 24, 2026, by substituting a new resolution therefor, approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$1,200,000 General Obligation Capital Loan Notes, Series 2026A, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate | Action |
| | |
| 11. Budget Review Discussion for FY 27 | |
| Miscellaneous Review – All Funds | Action |
| | |
| 12. Reports on Committee Meetings | Information |
| | |
| 13. Citizen Concerns | Information |
| | |
| 14. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WED., APR 22	1:00 p.m.	SIMPCO Hazardous Materials Response Commission Meeting, 6401 Gordon Dr.
	1:30 p.m.	SIMPCO Local Emergency Planning Committee Meeting, 6401 Gordon Dr.
THU., APR 23	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, 6401 Gordon Dr.
MON. APR 27	5:00 p.m.	Zoning Commission Meeting, Courthouse Basement Boardroom
	1:00 p.m.	Region IV Hazardous Materials Response Commission, 6401 Gordon
MON., MAY 4	5:00 p.m.	Board of Adjustment meeting, Courthouse Basement Boardroom
WED., MAY 6	11:00 a.m.	Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
	1:00 p.m.	Loess Hills Alliance Executive Meeting
	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
THU., MAY 7	12:00 p.m.	SIMPCO Regional Policy & Legislative Affairs Committee, 6401 Gordon Dr.
WED., MAY 13	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., MAY 14	12:00 p.m.	SIMPCO Board of Directors, 6401 Gordon Drive.
	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
FRI., MAY 15	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
WED., MAY 20	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
THU., MAY 21	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., MAY 22	1:00 p.m.	Region IV Hazardous Materials Response Commission, 6401 Gordon
MON., MAY 25	5:00 p.m.	Zoning Commission Meeting, Courthouse Basement Boardroom
THU., MAY 28	10:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, 6401 Gordon Dr.
	11:15 a.m.	Western Iowa Community Improvement Regional Housing Trust Fund Board of Directors, 6401 Gordon, Dr.

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

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

APRIL 14, 2026, SIXTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, April 14, 2026, at 4:30 p.m. Board members present were Carper, Dietrich, Nelson, Ung (by phone), and Bittinger II. Staff members present were Karen James, Board Administrative Assistant, Ryan Ericson, Budget and Finance Director, Joshua Widman, Assistant County Attorney, Melissa Thomas, HR 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 Nelson second by Dietrich to approve the April 14, 2026 agenda. Carried 5-0. Copy filed.
Motion by Bittinger second by Nelson to approve the following items by consent:
2. To approve minutes of the April 7, 2026 meeting. Copy filed.
3. To approve the claims totaling \$844,062.69. Copy filed.
4. To approve lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension. Copy filed.
5. To receive County Recorder's report of fees collected for the period of 01/01/2026 through 03/31/2026. Copy filed.
6. To approve to appoint Lisa Brun to the Siouxland District Health Board of Directors. Copy filed.
- 7a. To approve the separation of Scott Fox, Equipment Operator, Secondary Roads Dept., effective 04-17-2026. Resigned. Copy filed.
- 7b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Equipment Operator, Secondary Roads Dept. CWA Roads: \$27.86/hour. Copy filed.
8. To approve to schedule 3 public hearings on a proposed Zoning Ordinance Map Amendment (rezone) of 16.96 acres located on parcel #874727200011, Section 27, T87N R47W (Liberty Township) from Agricultural Preservation (AP) to the Agricultural Estates (AE) Zoning District for Tuesday, May 12th at 4:40 p.m., Tuesday, May 19th at 4:40 p.m., and Tuesday, May 26th at 4:40 p.m. Copy filed.

Carried 5-0.

10. Motion by Bittinger second by Nelson to approve the FY 2025 Edward Byrne (JAG) Grant Interlocal Agreement with the Woodbury County Sheriff's Office and the Sioux City Police Department. Carried 5-0. Copy filed.
9. A public hearing was held at 4:35 p.m. for the sale of parcel #884706478016, 2715 S Cleveland St. The Chairperson called on anyone wishing to be heard.

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

Motion by Bittinger second by Carper to approve and authorize the Chairperson to sign a Resolution for the sale of parcel #884706478016, 2715 S Cleveland St., to Carlton Pittman & Pamela Ruhland, 2709 S Cleveland St., Sioux City, for \$125 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #14,024

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

By Carlton Pittman and Pamela K. Ruhland in the sum of One Hundred Twenty-five Dollars & 00/100 (\$125.00)-----dollars.

For the following described real estate, To Wit:

Parcel #884706478016

E ½ Vacated N-S alley abutting Lot Twenty-three (23), Block Three (3), Lorraine Place Addition, City of Sioux City in the County of Woodbury and State of Iowa (2715 S. Cleveland St.)

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

BE IT RESOLVED that payment is due by close of business on the day following passage of this resolution or Woodbury County may declare the sale is null and void and/or seek legal remedies to enforce the sale.

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 April, 2026.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 11. Discussion regarding the current state of the Woodbury County Health Fund. Copy filed.
- 12a. Motion by Bittinger second by Nelson to approve the Siouxland Initiative request of \$25,000 from L.O.S.T. Carried 5-0. Copy filed.
- 12b. Motion by Nelson second by Bittinger to reduce the Building Services budget by \$78,866 (equivalent to 1 FTE maintenance building services worker). Carried 5-0. Copy filed.
- 13. Reports on committee meetings.
- 14. There were no citizen concerns.
- 15. Board concerns were heard.

The Board adjourned the regular meeting until April 21, 2026.

Meeting sign in sheet. Copy filed.

**WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM**

TO: Board of Supervisors
FROM: Karen James, Administrative Assistant
DATE: April 15, 2026
RE: Lifting of Tax Suspensions

Please lift the tax suspension for L.C. as this person is deceased.

**WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM**

TO: Board of Supervisors
FROM: Karen James, Administrative Assistance
DATE: April 15, 2026
RE: Lifting of Tax Suspensions

Please lift the tax suspension for P.H. as this person is no longer eligible for the suspension per Iowa Department of Human Services.

Thank you

Attachment

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: City of Anthon School/City/Township/
Amy Buck, Interim City Clerk Extension/Soil & Water
Secretary/Clerk
4/13/26 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 Mayor
Name Connie L Westphal
Address 405 W Main St,
City/Zip Anthon, IA 57004
Date of appointment 4/13/26

This appointment is to fill the office previously held by:

Lisa Petersen
(Name of previous official)

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

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: April 21, 2026

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Hostetler, Scott	Secondary Roads	04-27-2026	Equipment Operator	\$28.72/hour	3%=\$0.86/hr	R	Per CWA Roads: Move from Probationary to Step 1. Anniversary Date: 4/29/26
Wenzel, Morgan	Secondary Roads	04-27-2026	Motor Grader Operator	\$29.03/hour	3%=\$0.87/hr	R	Per CWA Roads: Move from Probationary to Step 1. Anniversary Date: 5/3/26
Hollingshead, Dawna	Sheriff's Office	04-27-2026	Clerk III	\$29.58/hour	9%=\$2.45/hr	R	Per AFSCME Courthouse- Move from Step 4 to Step 5. Anniversary Date: 5/6/26
Houts, Glen	Mental Health	04-27-2026	Mental Health Advocate - FT	\$33.02/hour	10%=\$3.02/hr	P	Promotion

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas, HR Director

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: April 21, 2026

REQUEST TO DEAUTHORIZE COUNTY POSITION(S)

DEPARTMENT	POSITION	APPROVED	DISAPPROVED
Building Services	Maintenance Technician (-1.0 FTE)		

Chairman, Board of Supervisors



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102
Chad Sheehan, SHERIFF
csheehan@woodburycountyiowa.gov
PHONE: 712.279.6010
FAX: 712.279.6522

Brent Eickholt

03-30-2026

To Sheriff Sheehan/Jail Administration:

I am writing to formally inform you of my intention to retire from my position as the Classification Supervisor of the Woodbury County Sheriff Department, Jail Division. After such consideration, I have decided it is time for me to take the next step in my life and pursue new opportunities and experiences.

My last working day will be July 31st, 2026. With that being the date, I am choosing to take my 500 accumulated hours of sick time equaling 1 year of free insurance per our contract instead of sick time payout. I will also choose to stay with our dental plan after retirement at my own expense.

I would like to take this opportunity to express my gratitude to you and the Sheriff Office for providing me with such a wonderful and rewarding career in Corrections/Law Enforcement. During my time here, I have been fortunate to work with an incredible team of people who have inspired and supported me every step of the way.

Please let me know what steps I need to take to ensure a smooth transition for my departure and if there is anything else I can do to assist in finding a suitable replacement for my position. I would gladly offer my help if needed in any way I can.

Sincerely,

A handwritten signature in cursive script that reads 'Brent Eickholt'.

Brent Eickholt

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

Date: 4/16/2026 Weekly Agenda Date: 4/21/2026

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura M. Sievers, PE, County Engineer

WORDING FOR AGENDA ITEM:

Consideration of Mid American utility permit

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Mid American has applied for a utility permit on D12

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 utility permit for Mid American

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the utility permit for Mid American

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

REQUEST BY APPLICANT:

Name MidAmerican Energy Company

Highway 140th St

Address 4124 NW Urbandale Dr, Urbandale, IA 50322

Township 89N-46W; 89N-45W & 89N-44W

City of _____

Office Phone 515-281-2540 Local Phone _____

Section: 1/4 of 1/4 Sec

Type of Utility Installation 1.25" HDPE continous conduit w/96ct fiber optic

T 89 N, R W 46W; 45W & 44W

Plans Prepared By Civil Design Advantage

Copy Enclosed x Yes _____ No _____

Map Showing Location Enclosed x Yes _____ No _____

Utility Location is _____ cross right-of-way _____ parallel to right-of-way
_____ overhead x _____ underground

Proposed Method of Installation

_____ tunnel _____ suspend on poles _____ cased
x _____ jack & bore _____ suspend on towers _____ trench
_____ open cut _____ x _____ plow

Estimated Starting Date Spring-2026 Estimated Restoration Date Spring-2026

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

By Matthew Towey
Digitally signed by Matthew Towey
DN: C=US,
E=matthew.towey@midamerican.com,
CN=Matthew Towey
Date: 2026.03.19 11:24:28-0500
(Signature of Authorized Utility Representative)

Title Program Manager Telecom Transport
Date 4/1/26

PERMIT APPROVAL BY PERMITTING AUTHORITY

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

By _____
(Signature of Woodbury County Board Chairman)

Title _____
Date _____

By _____
(Signature of Woodbury County Engineer)

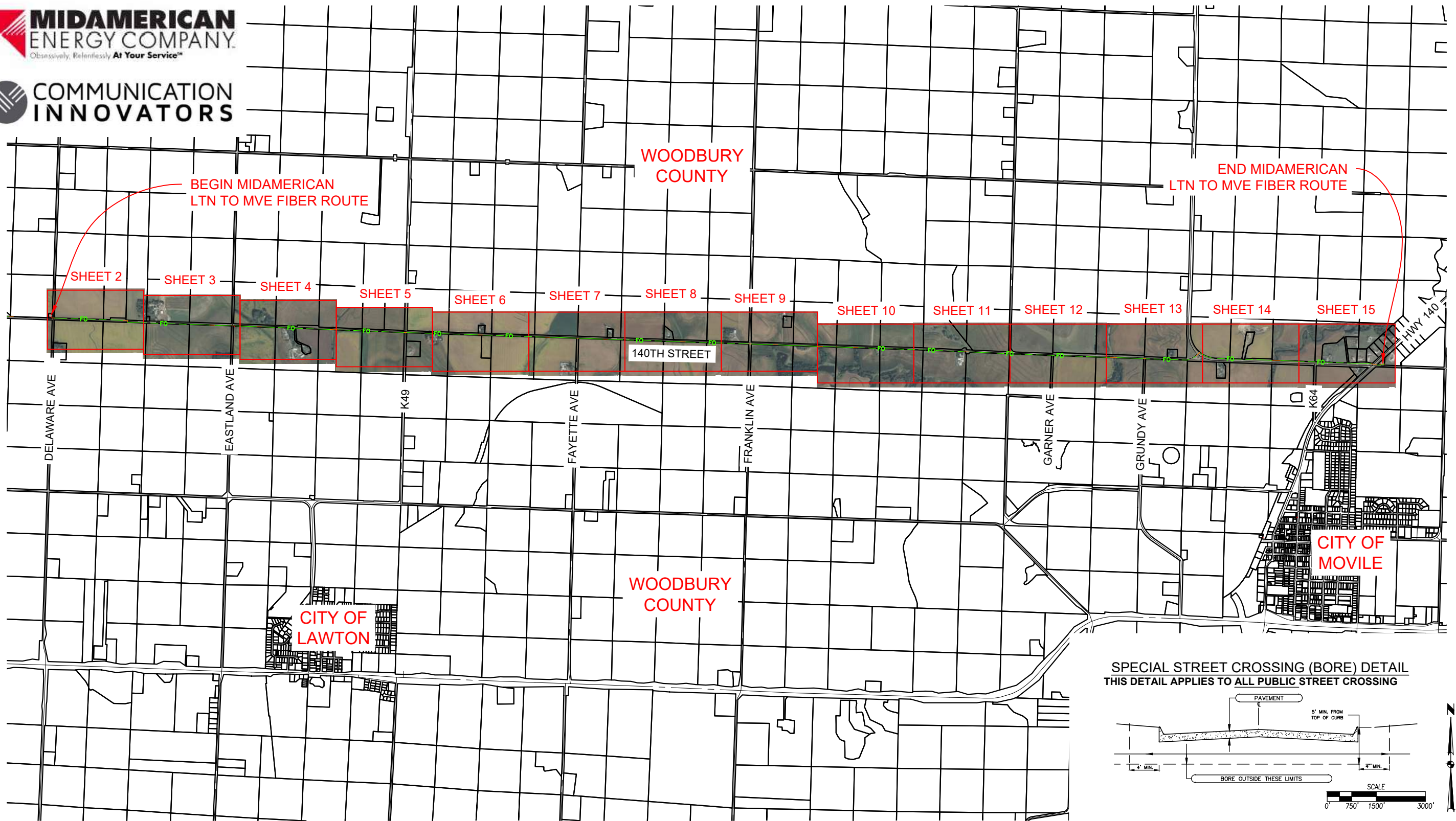
Title _____
Date _____

Other Special Provisions:

Permit Provisions and Conditions of Issuance

- 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 re-seeded.
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.
10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.



NOTES

1. ALL ROADS, PAVED DRIVEWAYS AND SIDEWALKS WILL BE BORED. BORE DEPTH FOR MIDAMERICAN 1.25" HDPE CONDUIT W/AT-3CEN2YT-096 FIBER OPTIC PARALLEL TO ALL WOODBURY COUNTY ROADS WILL BE A MINIMUM DEPTH OF 42". ALL CULVERTS WILL BE BORED TO A MINIMUM DEPTH OF 60" BELOW EXISTING FLOWLINE
2. DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR WILL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
3. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). CONTRACTOR TO OBTAIN ALL APPLICABLE PERMITS INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS. ALL PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
4. THERE ARE NO LANE CLOSURES OR TRAFFIC DISRUPTIONS ANTICIPATED WITH THIS PROJECT.
5. ALL GRAVEL ROADWAYS GEOMETRY AND GRANULAR SURFACING, TO BE RESTORED TO PRECONSTRUCTION CONDITION.

PROPOSED LTN TO MVE (WOODBURY COUNTY):

- MIDAMERICAN 1.25" HDPE CONDUIT W/AT-3CEN2YT-096 FIBER OPTIC IN WOODBURY CO.
- FO PLOW 1.25" = 37,796 LF (7.16) MILES
- FO BORE 1.25" = 3,183 LF (0.60) MILES
- PROPOSED HANDHOLES = 6

UTILITY WARNING

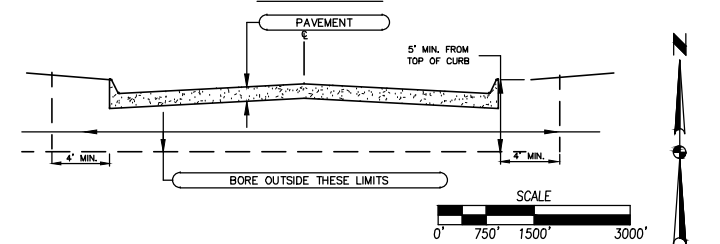
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION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



LEGEND

TELEPHONE PEDESTAL		SIGN	
WATER VALVE		POWER POLE	
FIRE HYDRANT		TELEVISION PEDESTAL	
TELEPHONE LINE		SANITARY SEWER MANHOLE	
CABLE TELEVISION LINE		STORM SEWER MANHOLE	
FIBER OPTICS LINE		ROUND STORM SEWER INTAKE	
WATERMAIN		STORM SEWER INTAKE	
STORM SEWER		BORE CONDUIT	
SANITARY SEWER		PLOW CONDUIT	
GAS LINE		HANDHOLE	
ELECTRIC LINE		FIBER OPTIC VAULT	
OVERHEAD ELECTRIC LINE		FIBER OPTIC MANHOLE	

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



DATE: _____
 REVISIONS: _____
 4121 NW URBANDALE DRIVE
 URBANDALE, IOWA 50322
 PH: (515) 369-4400 Fax: (515) 369-4410
 TECH: _____
 ENGINEER: _____
ESA CIVIL DESIGN ADVANTAGE
 WOODBURY COUNTY, IOWA
MIDAMERICAN ENERGY COMPANY
LTN TO MVE (WOODBURY CO)
MIDAMERICAN FIBER ROUTE
 1 / 16
 2602.106

REVISIONS	DATE

SEE SHEET 9

SEE SHEET 11

BORE 150' PROPOSED MIDAMERICAN 1.25" HDPE CONDUIT W/AT-3CEN2YT-096 FIBER OPTIC INSTALL @ A MINIMUM DEPTH OF 60" BELOW FLOWLINE FOR ALL CULVERT CROSSINGS AND BELOW DITCH GRADE FOR ALL ROAD CROSSINGS IN WOODBURY COUNTY ROW.

SEC 23-89N-45W

BORE 150' PROPOSED MIDAMERICAN 1.25" HDPE CONDUIT W/AT-3CEN2YT-096 FIBER OPTIC INSTALL @ A MINIMUM DEPTH OF 60" BELOW FLOWLINE FOR ALL CULVERT CROSSINGS AND BELOW DITCH GRADE FOR ALL ROAD CROSSINGS IN WOODBURY COUNTY ROW.

66' ROW

140TH STREET

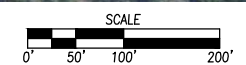
PROPOSED MIDAMERICAN SPLICE HAND-HOLE #16 @ BACK OF ROW

3' to 5' NORTH OF ROW

2470 140TH STREET

SEC 26-89N-45W

PLOW PROPOSED MIDAMERICAN 1.25" HDPE CONDUIT W/AT-3CEN2YT-096 FIBER OPTIC 3'-5' SOUTH OF 170TH STREET NORTH ROW. INSTALL @ A MINIMUM DEPTH OF 42". BORE 60" BELOW FLOWLINE FOR ALL CULVERT CROSSINGS AND BELOW DITCH GRADE FOR ALL ROAD CROSSINGS IN WOODBURY COUNTY ROW.



4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: (515) 369-4400 Fax: (515) 369-4410



MIDAMERICAN ENERGY COMPANY
LTN TO MVE (WOODBURY CO)
MIDAMERICAN FIBER ROUTE
WOODBURY COUNTY, IOWA

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

Date: 4/16/2026 Weekly Agenda Date: 4/21/2026

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura M. Sievers, PE, County Engineer

WORDING FOR AGENDA ITEM:

Consideration of Long Lines Broadband utility permit

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Long Lines Broadband has applied for a utility permit on Old Hwy 75 south of Hwy 141

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 utility permit for Long Lines Broadband.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the utility permit for Long Lines Broadband.



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, 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: Long Lines Broadband Phone No.: 712-333-1352

Mailing Address: 504 4th Street, Sergeant Bluff IA 51054

Township: Sloan Section: 32

Woodbury County, State of Iowa, and Long Lines Broadband (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:

Install 1.25" HDPE duct with fiber optic cable insided and handholes.

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 _____ day of _____, 2024.

Entered into this _____ day of _____, 2024.

Tom Connors

Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors



**Install 1.25" duct
pull 48 fiber inside.
Minimum 48" under
road & driveway.**

Old Hwy 75

375'

**install handhole add
locate marker, pee
gravel & ground rod.**

**install 1.25" duct
pull micro duct
inside**

200"

Brotique Customs

Police General

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

Date: 04/16/2026 Weekly Agenda Date: 04/21/2026

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura M. Sievers, PE, County Engineer

WORDING FOR AGENDA ITEM:

Consideration of permit for a tile crossing in the county right of way

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Schmillen Construction Inc. has requested a permit for a tile crossing across Emmett Ave in section 8 & 9 of Banner Township.

BACKGROUND:

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa.

FINANCIAL IMPACT:

\$60/ft installed across 80' ROW for total of \$4,800.00

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 tile permit on Emmett Ave

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the tile crossing permit on Emmett Ave

WOODBURY COUNTY IOWA

Application for use of Highway Right-of-Way for Underground Tile Line Facility

Permit No. _____

Woodbury County Board of Supervisors
Court House
Sioux City, Iowa

Re: Permit request for use of County Highway right-of-way for underground tile line facility

Applicant: Mike Vos Schmillen Const. Inc
(Name of Individual or Company)

Address: 1012 Knox Ave Kingsley IA 4772 C Ave Marcus IA

Applicant hereby requests use of county highway right-of-way to install, operate, and maintain a buried tile line facility. The facility consists of 1- 6" PVC casing pipe under county road K-49 for use as a drainage tile. The pipe will be trenchless bored approx 80" from Row to Row. Adjacent landowner is the Walter Reinholdt Trust. Banner 899

The above named applicant is hereby granted permission and authority to lay, construct, operate, and maintain the above described facility in County road right-of-way at said location and as set forth in Exhibit "A" attached hereto and made a part of this permit as fully as if set out in length herein.

AGREEMENT: The applicant agrees that the following stipulations shall govern under this permit.

1. The applicant will at any time subsequent to placing said facility agree to relay, replace, reconstruct, or relocate said facility and appurtenances thereto as may become necessary to conform to new grades, alignment or widening of right-of-way resulting from maintenance or construction operations by the Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement. The applicant agrees to do this promptly on order by the Board of Supervisors. If the applicant is unable to comply promptly, the Board of Supervisors may cause the work to be done.
2. The Board of Supervisors 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 part of the facility belonging to the applicant in order that the applicant may arrange to protect the facility. The Board of Supervisors will inform contractors and others working on the right-of-way of the location of the facility so that reasonable care may be taken to avoid damaging the facility. The County and the Board of Supervisors assume no responsibility, however, for failure to give such notice.
3. The County and the Board of Supervisors assume no responsibility for damages to the applicant's property occasioned by any construction or maintenance operations on said highways, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the applicant's facility.
4. The applicant shall take all reasonable precaution during the construction of said facility to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall indemnify and hold the County and the Board of Supervisors harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such construction operations.

Application for use of highway right-of-way for underground tile line facility continued

5. Operations in the construction and maintenance of said facility shall be carried on in such a way as not to interfere with, or interrupt traffic on said highway.

6. The applicant shall hold the County and the Board of Supervisors harmless from any damage that may result to said highway because of the construction, maintenance, or operation of said facility and shall reimburse the County of the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said highway on account of the applicant's facility having been constructed thereon, including bridge and culvert repairs.

7. If approved by the County Engineer, an open trench may be dug and the facility placed therein, and the trench backfilled over the facility. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Backfilling of trenches within the right-of-way but not under the traveled roadway shall be tamped sufficiently to avoid settlement. The Applicant agrees to give the County forty-eight hours notice of its intention to start work on the highway right-of-way. Said notice shall be made in writing to the County Engineer.

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 and all areas where sod has been destroyed or damaged shall be reseeded.

Applicant agrees to assume responsibility for all damages that may arise, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, loss and expense including judgments, costs and including attorneys' fees for personal injuries (including death) or property damages arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.

Engagement in the operations as herein applied for by the applicant shall be considered and constituted an acceptance of all the terms and conditions herein set forth.

APPROVAL OF
WOODBURY COUNTY BOARD OF SUPERVISORS

BY: _____
(Chairman)

DATE: _____

Mike Vos
Bob Plund *Jennett*
Walter Reinholdt *trust*

APPLICANT

Schmiller Const Inc
(Name of Individual or Company)

BY: *Steve Schmiller* *President*
(Signature) (Title)

4772 C Ave Marcus IA
(Address)

DATE: *2/19/2026*

Note: Applicant is to complete the original and two copies and mail to the County Engineer for his distribution as follows:

- 1 – Applicant
- 1 – County Engineer
- 1 – County Auditor

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

Date: _____ Weekly Agenda Date: _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _____

WORDING FOR AGENDA ITEM:

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

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

Date: 4/16/2026 Weekly Agenda Date: 4/21/2026

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura Sievers, PE, County Engineer

WORDING FOR AGENDA ITEM:

Award contract pavement markings 2026

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county engineer has prepared plans for the application of pavement markings on various paved roads in Woodbury County.

BACKGROUND:

Annually the county reapplies paint to approximately 50% of its paved road system. The proposed project will be completed during the 2026 construction season. Bids were received and reviewed by the Engineer's office on Monday, April 20th. The bids will be received at the Board meeting.

FINANCIAL IMPACT:

Woodbury County Secondary Road local funds will pay for this project in the 2027 fiscal year

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

Yes No

RECOMMENDATION:

Recommend the Board award a contract to the lowest bidder for Pavement Markings - 2026

ACTION REQUIRED / PROPOSED MOTION:

Motion to award a contract to the lowest bidder for Pavement Markings - 2026

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

Date: 04/13/2026 Weekly Agenda Date: 04/21/2026

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Laura Sievers, PE, County Engineer

WORDING FOR AGENDA ITEM:

Consider approval of the Woodbury County Five Year Construction Program and Budget

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Annually the Board of Supervisors, in consultation with the county engineer, is required to file a five year construction program and budget.

BACKGROUND:

The county construction program lays out projects for fiscal years 2027 through 2031. The projects include federal aid, farm to market and locally funded road construction, paving, bridge and culvert projects. The budget is a reflection of the County budget for Secondary Roads in the Iowa DOT format.

FINANCIAL IMPACT:

This program reports to the Iowa DOT planned projects for the secondary road department and County budget for Secondary Roads.

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 FY 2027 Woodbury County Secondary Road Department Five Year Construction Program and Budget to be submitted to the Iowa DOT.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the FY 2027 Woodbury County Secondary Road Department Five Year Construction Program and Budget.

SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation

County: **Woodbury County**

Fiscal Year: **2027**

Version: **Original**

Status: **In Prep**

COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on _____

Date

ATTESTED

County Auditor

Date

County Engineer

Date

Chairperson, Board of Supervisors

Date

Generated on 4/16/2026 1:40 PM

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Sec. / Twp. / Rng.	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
L-(1394)--73-97 Lenox Ave & 210th St HMA Resurfacing 58722	On Lenox Ave NE 0.4 miles to D38 and 210th St 0.5 mi W of IA 31 5 / 87N / 43W	61 0.4 miles	New	\$0 366 HMA Paving Local	Local	\$671					\$671
					FM						
					Special						
					FA						
					SWAP						
L-(G-146)--73-97 G-146 Bridge Replacement 58750	On 200th St 0.7 mi W of Emmett Ave 22 / 88N / 46W	41 354211	New	\$0 320 Bridges Local	Local	\$500					\$500
					FM						
					Special						
					FA						
					SWAP						
Notes: Bridge closed 2026											
FM-C097(156)--55-97 D38 HMA resurfacing project 52212	On 220th Street, from East City limits of Anthon E 6 miles to Safford Avenue 32 / 88 / 42	5 6 miles	Previous	\$0 366 HMA Paving FM	Local						\$2,500
					FM	\$2,500					
					Special						
					FA						
					SWAP						
FM-C097(157)--55-97 L27 HMA Resurfacing project 58719	On L 27 from D 50 S 6 miles to D 54	5 6.1 miles	New	\$0 366 HMA Paving FM	Local	\$500					\$2,200
					FM	\$1,700					
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Sec. / Twp. / Rng.	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year FY 2027	Priority Years				Total
							1st FY 2028	2nd FY 2029	3rd FY 2030	4th FY 2031	
BROS-C097(155)--8J-97 B-110 Bridge Replacement 35164	On 150TH ST, Over STREAM, from Jewell Ave E 0.3 miles in section 31 T89N R43W 31 / 89 / 43	20 354900	Previous	\$0 320 Bridges FA	Local						\$700
					FM						
					Special						
					FA	\$700					
					SWAP						
Notes: Woodbury County will submit an ADT waiver for this project. Thank you.											
BRS-C097(P280)--60-97 P-280 Bridge Replacement 47210	On K64, Over the West Fork of the Little Sioux, 0.8 mi N of D54 16 / 87 / 45	550 352394	Previous	\$0 320 Bridges FA	Local						\$1,800
					FM						
					Special						
					FA	\$1,440					
					SWAP	\$360					
BROS-C097(P276)--5F-97 P-276 Bridge Replacement 52209	On D 54, Over WEST FORK LITTLE SIOUX, from Grundy Avenue E 0.2 miles S16 T87 R45 16 / 87 / 45	409 352396	Previous	\$0 320 Bridges FA	Local						\$1,800
					FM						
					Special						
					FA	\$1,800					
					SWAP						
BRS-CHBP-C097(F-117)--GB-97 F-117 Bridge Replacement 58062	On D 25, Over SMALL NATURAL STREAM, Sec. 24, T- 88N, R-47W 24 / 88N / 47W	1533 53490	Previous	\$0 2021 Bridge Replacement FA	Local		\$197				\$1,360
					FM						
					Special						
					FA		\$1,163				
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Sec. / Twp. / Rng.	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year FY 2027	Priority Years				Total
							1st FY 2028	2nd FY 2029	3rd FY 2030	4th FY 2031	
BRS-CHBP-C097(G-179)--GB-97 G-179 Bridge Replacement 58063	On D 25, Over ELLIOT CREEK, Sec. 31, T-88N, R-46W 31 / 88N / 46W	972	Previous	\$0	Local		\$197				\$1,360
						FM					
		53510	FA	FA	\$1,163						
				SWAP							
L-(220)--73-97 220th Concrete Paving 58723	On 220th St from K29 E 1.3 miles 32 / 88N / 47W	70	New	\$0	Local		\$1,100				\$1,100
						FM					
		1.3 miles	Local	Special							
				FA							
SWAP											
L-(O-266)--73-97 O-266 Bridge Replacement 58771	On Lee Ave 0.9 mi S of D38 2 / 87N / 44W	15	New	\$0	Local		\$300				\$300
						FM					
		351870	Local	Special							
				FA							
SWAP											
Notes: Bridge closed											
FM-C097(K42)--55-97 K42 PCC Rehabilitation 45042	On K 42, from K45 N 8 miles to D51 19 / 86 / 46	5	Previous	\$0	Local						\$3,025
						FM	\$3,025				
		8 miles	FM	Special							
				FA							
SWAP											

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Sec. / Twp. / Rng.	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	
BROS-C097(G43)--8J-97 G-43 Bridge Replacement 58725	On 170th St just E of Charles Ave 6 / 88N / 46W	40	New	\$0 320 Bridges FA	Local						\$825
					FM						
					Special						
					FA		\$825				
					SWAP						
L-(A-225)--73-97 A-225 Bridge Replacement 35166	On Mason Ave 0.4 miles N of 120th St 8 / 89 / 42	10 354570	Previous	\$0 320 Bridges Local	Local			\$550			\$550
					FM						
					Special						
					FA						
					SWAP						
L-(U-017-1)--73-97 U-017-1 Bridge Replacement 58766	On 290th St over Garretson Drainage Ditch W of Garner Ave 7 / 86N / 45W	20 350960	New	\$0 320 Bridges Local	Local			\$825			\$825
					FM						
					Special						
					FA						
					SWAP						
Notes: Bridge posted 3 ton											
L-(L-238)--73-97 L-238 Bridge Replacement 58769	On Taylor Ave over Wright Creek N 0.3 mi of 200th St 23 / 88N / 42W	10 352960	New	\$0 320 Bridges Local	Local			\$550			\$550
					FM						
					Special						
					FA						
					SWAP						
Notes: Bridge closed in 2025											

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Sec. / Twp. / Rng.	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	
BHOS-C097(K-14-10)--89-97 K-14-10 Bridge Replacement 38732	On D 22, Over Rock Creek E 0.2 mi from Lucas Ave 35 / 89 / 43	240 353155	Previous	\$0 320 Bridges FA	Local						\$700
					FM						
					Special						
					FA		\$700				
					SWAP						
BROS-C097(K-113)--5F-97 K-113 Bridge Replacement 58775	On D 38 Over Big Creek 0.1 mi W of O'Brien Ave 35 / 88N / 43W	281 353380	New	\$0 320 Bridges FA	Local						\$1,000
					FM						
					Special						
					FA		\$1,000				
					SWAP						
Notes: Bridge posted to "One Truck"											
STP-S-C097(D25)--5E-97 D 25 HMA Resurfacing 35161	On D 25, from K64 Intersection to Hwy 141 intersection 10 / 86 / 45	5 11.5 miles	Previous	\$0 366 HMA Paving FA	Local						\$3,000
					FM		\$1,000				
					Special						
					FA		\$2,000				
					SWAP						
L-(T-53)--73-97 T-53 Bridge Replacement 58765	On K 53 over Farmers Ditch just S of Owego Road 12 / 86N / 46W	10 351140	New	\$0 320 Bridges Local	Local			\$1,125			\$1,125
					FM						
					Special						
					FA						
					SWAP						
Notes: Bridge posted 3 ton											

SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Sec. / Twp. / Rng.	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
L-(P-006)--73-97 P-006 Bridge Replacement 58770	On 220th St over W Fork Little Sioux River 0.3 mi W of K64 4 / 87N / 45W	10 352340	New	\$0 320 Bridges Local	Local				\$900		\$900
					FM						
					Special						
					FA						
					SWAP						
Notes: Riveted Pony Truss posted 3 tons											
L-(A-49)--73-97 A-49 Bridge Replacement 58776	On 120th St 0.3 mi E of Mason Ave 8 / 89N / 42W	10 354610	New	\$0 320 Bridges Local	Local				\$860		\$860
					FM						
					Special						
					FA						
					SWAP						
Notes: Bridge posted 6 tons											
BROS-C097(K20)--8J-97 K-20 Bridge Replacement 25004	On 180th St. just East of IA 31 11 / 88 / 43	30 353240	Previous	\$0 320 Bridges FA	Local						\$549
					FM						
					Special						
					FA			\$549			
					SWAP						
Notes: Bridge posted 5 tons											
BROS-C097(Q-72)--5F-97 Q-72 Bridge Replacement 58782	On K 42 over the Drainage Ditch between the two 260th St intersections 20 / 87N / 46W	20 352620	New	\$0 320 Bridges FA	Local						\$1,300
					FM						
					Special						
					FA			\$1,300			
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Sec. / Twp. / Rng.	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year FY 2027	Priority Years				Total
							1st FY 2028	2nd FY 2029	3rd FY 2030	4th FY 2031	
STP-S-C097(D12)--5E-97 D-12 HMA Resurfacing 58773	On D 12 from IA 140 to Pierson 1 / 89N / 43W	5 7.5 miles	New	\$0 366 HMA Paving FA	Local						\$3,000
					FM			\$1,502			
					Special						
					FA			\$1,498			
					SWAP						
L-(X-116)--73-97 X-116 Bridge Replacement 35167	On 335TH ST, Over Unnamed stream, from Osceola Ave E 0.5 miles in Section 31 T86N R42W 31 / 86 / 42	10	Previous	\$0 320 Bridges Local	Local				\$300	\$300	
					FM						
					Special						
					FA						
					SWAP						
Notes: Bridge posted 6 tons											
L-B(N191)--73-97 N-191 Bridge Replacement 37716	On MASON AVE, Over MILLER CREEK, from 270th Street South 0.25 Miles on N LINE S34 T87 R43 34 / 87 / 43	15 351840	Previous	\$0 320 Bridges Local	Local				\$1,000	\$1,000	
					FM						
					Special						
					FA						
					SWAP						
Notes: Posted 6 ton											
L-(B-139)--73-97 B-139 Bridge Replacement 58777	On Kossuth Ave over Wolf Creek 0.5 mi S of 140th St 29 / 89N / 43W	15 354870	New	\$0 320 Bridges Local	Local				\$400	\$400	
					FM						
					Special						
					FA						
					SWAP						
Notes: Bridge posted 6 tons											

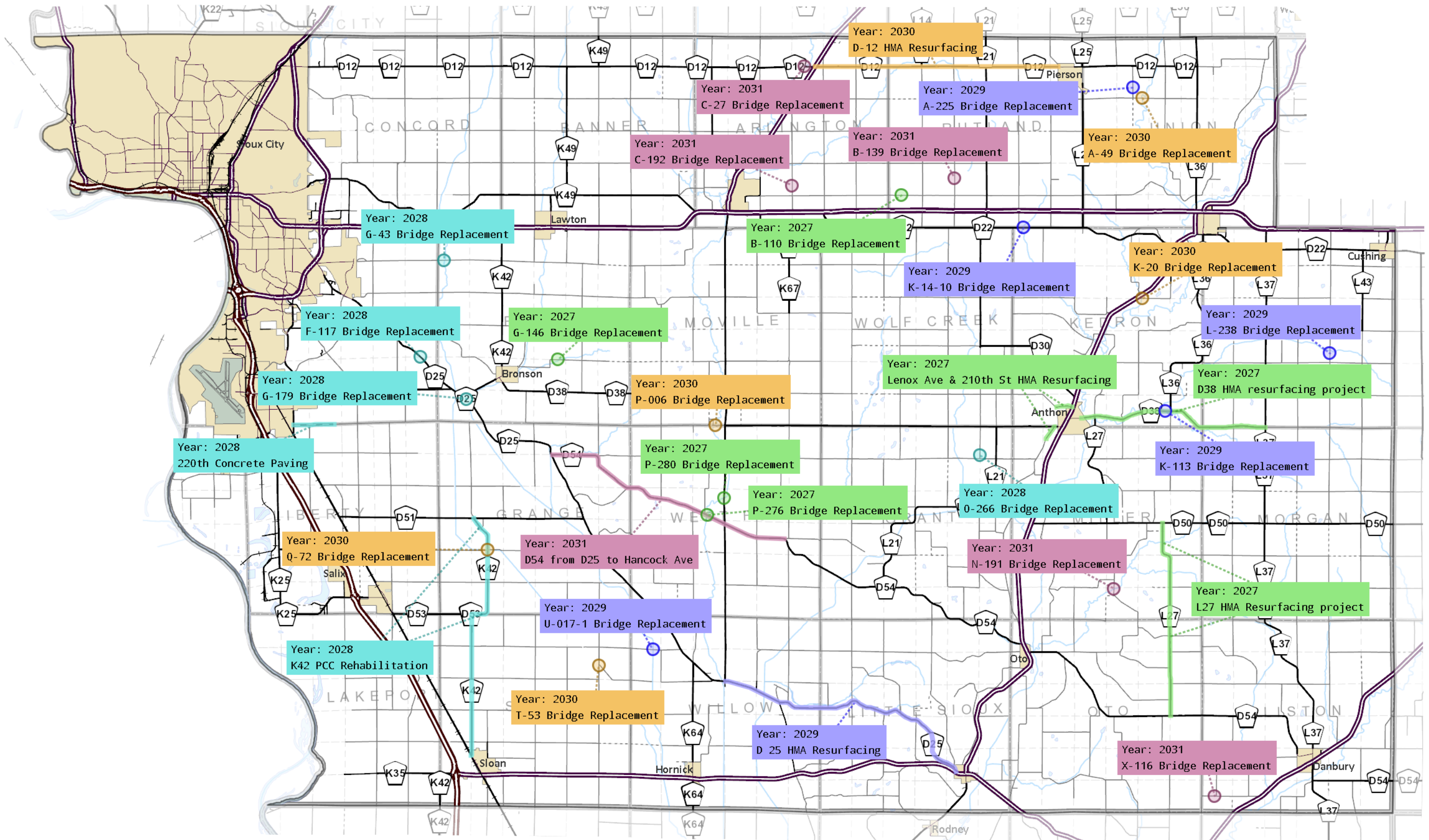
SECONDARY ROADS FIVE YEAR PROGRAM

						Accomp Year	Priority Years				Total
							1st	2nd	3rd	4th	
Project Number Project Name Project ID	Location Description of Work Sec. / Twp. / Rng.	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
FM-C097(D54-1)--55-97 D54 from D25 to Hancock Ave 58761	On D54 from D25 to Hancock Ave 11 / 87N / 46W	10 8.1 miles	New	\$0 366 HMA Paving FM	Local						\$3,000
					FM				\$3,000		
					Special						
					FA						
					SWAP						
BROS-C097(C-192)--8J-97 C-192 Bridge Replacement 58781	On Hancock Ave over McElhane Creek 0.3 mi N of 150th St 28 / 89N / 44W	41 355044	New	\$0 320 Bridges FA	Local						\$525
					FM						
					Special						
					FA				\$525		
					SWAP						
Notes: Bridge posted 6 tons											
BRS-C097(C-27)--60-97 C-27 Bridge Replacement 58788	On D 12 over W. Fork Little Sioux just W. of IA 140 3 / 89N / 44W	511 354970	New	\$0 320 Bridges FA	Local					\$245	\$1,470
					FM						
					Special						
					FA				\$1,225		
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2027	2028	2029	2030	2031	Total
SWAP	\$360,000					\$360,000
FM	\$4,200,000	\$3,025,000	\$1,000,000	\$1,502,323	\$3,000,000	\$12,727,323
Local	\$1,671,000	\$1,794,400	\$1,925,000	\$2,885,000	\$1,945,000	\$10,220,400
FA	\$3,940,000	\$3,150,600	\$3,700,000	\$3,346,677	\$1,750,000	\$15,887,277
Total	\$10,171,000	\$7,970,000	\$6,625,000	\$7,734,000	\$6,695,000	\$39,195,000

Preview



Woodbury County 2027 - 2031 Construction Program

Year	Name	Posting	Miles	Project Number	FM	FA	SWAP	Local	Total
2027	B-110 Bridge Replacement	3 ton		BROS-C097(155)--8J-97		\$700,000			\$700,000
2027	P-280 Bridge Replacement	Paved Rd		BRS-C097(P280)--60-97		\$1,440,000	\$360,000		\$1,800,000
2027	P-276 Bridge Replacement	Paved Rd		BROS-C097(P276)--5F-97		\$1,800,000			\$1,800,000
2027	D38 HMA resurfacing project		6	FM-C097(156)--55-97	\$2,500,000				\$2,500,000
2027	L27 HMA Resurfacing project		6.1	FM-C097(L27)--55-97	\$1,700,000			\$500,000	\$2,200,000
2027	Lenox Ave & 210th St HMA Resurfacing		0.8	L-(1394)--73-97				\$671,000	\$671,000
2027	G-146 Bridge Replacement	Closed		BROS-C097(G146)--8J-97				\$500,000	\$500,000
2028	K42 PCC Rehabilitation		8	FM-C097(K42)--55-97	\$3,025,000				\$3,025,000
2028	F-117 Bridge Replacement	Paved Rd		BRS-CHBP-C097(G-179)--GB-97		\$272,000		\$197,200	\$1,360,000
2028	G-179 Bridge Replacement	Paved Rd		BRS-CHBP-C097(F-117)--GB-97		\$272,000		\$197,200	\$1,360,000
2028	220th Concrete Paving		1.3	L-(220)--73-97				\$1,100,000	\$1,100,000
2028	G-43 Bridge Replacement	Closed		BROS-C097(G43)--8J-97		\$825,000			\$825,000
2028	O-266 Bridge Replacement	Closed		L-(O-266)--73-97				\$300,000	\$300,000
2029	K-14-10 Bridge Replacement	Paved Rd		BHOS-C097(K-14-10)--89-97		\$700,000			\$700,000
2029	D 25 HMA Resurfacing		11.5	STP-S-C097(D25)--5E-97	\$1,000,000	\$2,000,000			\$3,000,000
2029	A-225 Bridge Replacement	3 ton		L-(A-225)--73-97				\$550,000	\$550,000
2029	U-017-1 Bridge Replacement	3 ton		L-(U-017-1)--73-97				\$825,000	\$825,000
2029	L-238 Bridge Replacement	Closed		L-(L-238)--73-97				\$550,000	\$550,000
2029	K-113 Bridge Replacement	One Truck		BROS-C097(K-113)--5F-97		\$1,000,000			\$1,000,000
2030	T-53 Bridge Replacement	3 ton		L-(T-53)--73-97				\$1,125,000	\$1,125,000
2030	P-006 Bridge Replacement	3 ton		L-(P-006)--73-97				\$900,000	\$900,000
2030	D-12 HMA Resurfacing		7.5	STP-S-C097(D12)--5E-97	\$1,502,323	\$1,497,677			\$3,000,000
2030	K-20 Bridge Replacement	5 ton		BROS-C097(K20)--8J-97		\$549,000			\$549,000
2030	A-49 Bridge Replacement	6 ton		L-(A-49)--73-97				\$860,000	\$860,000
2030	Q-72 Bridge Replacement	Paved Rd		BROS-C097(Q-72)--5F-97		\$1,300,000			\$1,300,000
2031	C-27 Bridge Replacement	Paved Rd		BROS-C097(C-27)--60-97		\$1,225,000		\$245,000	\$1,470,000
2031	N-191 Bridge Replacement	6 ton		L-B(N191)--73-97				\$1,000,000	\$1,000,000
2031	D54 from D25 to Hancock Ave		8.1	FM-C097(D54-1)--55-97	\$2,800,000				\$2,800,000
2031	X116 Bridge Replacement	6 ton		L-(X116)--73-97				\$300,000	\$300,000
2031	B-139 Bridge Replacement	6 ton		L-(B-139)--73-97				\$400,000	\$400,000
2031	C-192 Bridge Replacement	6 ton		BROS-C097(C-192)--8J-97		\$520,000			\$525,000

23

49.3

\$12,527,323 \$14,100,677 \$360,000 \$10,220,400 \$38,995,000

Woodbury County 2027 - 2031 Construction Program

Name	Funding Prog.	Year	HBP	FM	Local
B-110 Bridge Replacement	HBP	2027	\$5,606,119	\$5,375,694	
P-280 Bridge Replacement	HBP	2027	\$4,166,119		
P-276 Bridge Replacement	HBP	2027	\$2,366,119		
D38 HMA resurfacing project	FM	2027		\$2,875,694	
L27 HMA Resurfacing project	FM	2027		\$1,175,694	\$500,000
Lenox Ave & 210th St HMA Resurfacing	Local	2027			\$671,000
G-146 Bridge Replacement	Local	2027			\$500,000
K42 PCC Rehabilitation	FM	2028		\$23,205	
F-117 Bridge Replacement	Grant \$890,800	2028	\$3,169,215		\$197,200
G-179 Bridge Replacement	Grant \$890,800	2028	\$2,897,215		\$197,200
220th Concrete Paving	Local	2028			\$1,100,000
G-43 Bridge Replacement	HBP	2028	\$2,072,215		
O-266 Bridge Replacement	Local	2028			\$300,000
K-14-10 Bridge Replacement	HBP	2029	\$2,447,311		
D 25 HMA Resurfacing	STBG	2029		\$895,716	
A-225 Bridge Replacement	Local	2029			\$550,000
U-017-1 Bridge Replacement	Local	2029			\$825,000
L-238 Bridge Replacement	Local	2029			\$550,000
K-113 Bridge Replacement	HBP	2029	\$1,447,311		
T-53 Bridge Replacement	Local	2030			\$1,125,000
P-006 Bridge Replacement	Local	2030			\$900,000
D-12 HMA Resurfacing	STBG	2030		\$1,265,904	
K-20 Bridge Replacement	HBP	2030	\$1,973,407		
A-49 Bridge Replacement	Local	2030			\$860,000
Q-72 Bridge Replacement	HBP	2030	\$673,407		
C-27 Bridge Replacement	HBP	2031	\$523,503		\$245,000
N-191 Bridge Replacement	Local	2031			\$1,000,000
D54 from D25 to Hancock Ave	FM	2031		\$338,415	
X116 Bridge Replacement	Local	2031			\$300,000
B-139 Bridge Replacement	Local	2031			\$400,000
C-192 Bridge Replacement	HBP	2031	\$3,503		

Farm-to-Market (FM) Funding:

FM funding allows counties to borrow against future allocations up to a maximum of four years ahead. Woodbury County is currently 2.13 years borrowed ahead. The annual FM allocation is \$1,872,511.

Highway Bridge Program (HBP) Funding:

HBP funding allows counties to borrow against future allocations up to 4.5 years ahead. Woodbury County is currently not borrowed ahead in this funding category. The annual HBP allocation is \$1,182,572.

Local Funding:

The Woodbury County local funding will need to be periodically evaluated to determine whether the proposed construction program schedule can be maintained. The two outer years of the program require more local funding than is typically available. These needs will be reviewed as those years approach.

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

Date: 4/15/2026 Weekly Agenda Date: 4/21/2026

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Courthouse Freight Elevator Replacement Project- Award Contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County has received competitive bids on the Courthouse Freight Elevator Replacement Project. Award contract to apparent low bid submission.

BACKGROUND:

3/31/2026- Board Conducts Public Hearing
03/10/2026- Board Approves Plans, Specifications, & Form of Contract to be utilized in Competitive Bid Process
10/21/2025- Board Approves Project Funding- \$300,000 (Unallocated CIP) & \$60,000 (General Basic)
12/16/2025- Architects & Engineering Contract Approval

FINANCIAL IMPACT:

Determined by lowest responsible, responsive bid submission

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:

Motion to approve & award contract

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve & award contract

 **AIA**® Document A101® – 2017**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the Seventh day of April in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

To Be Determined (TBD)

for the following Project:
(Name, location and detailed description)

25286 Woodbury County-Courthouse Freight Elevator Replacement
Sioux City, IA

The Architect:
(Name, legal status, address and other information)

Cannon Moss Brygger & Associates, P.C.
dba CMBA Architects
302 Jones St.
Suite 200
Sioux City, IA 51101

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: 12-31-2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Three Percent (3%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit

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User Notes:

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an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: *(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

1.50 % monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document

A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Owner will pay only for work completed at the time of termination.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

TBD

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
Attached as Exhibit		
.6	Specifications	

Section	Title	Date	Pages
Attached as Exhibit			
.7	Addenda, if any:		

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 73 00	Supplementary Conditions	03/04/2026	1 Page

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: Mark Nelson, Chairperson

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)



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Jason L. Comisky

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jcomisky@ahlerslaw.com

April 16, 2026

Via E-Mail Only

Ryan Ericson, Finance Director
Woodbury County Courthouse
620 Douglas Street, Room 104
Sioux City, Iowa 51101

Re: Woodbury County, State of Iowa
\$1,200,000 General Obligation Capital Loan Notes, Series 2026A

Dear Ryan:

Enclosed are documents to complete Board action in connection with the authorization for the issuance of the above Notes. **Please print two additional copies of each document single-sided for execution and return three (3) executed originals for each document in the mail to my attention prior to closing.** Fully executed documents will be returned to you after closing.

The Board procedure consists of the following:

Resolution authorizing the issuance of the Notes. The resolution also incorporates by reference the form of the Tax Exemption Certificate.

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

The resolution must be adopted by an affirmative vote equal to a majority of the full Board membership.

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

Closing Certificates and Documents:

Loan Agreement. Please execute and seal where indicated. We will obtain the signature of the Purchaser and return a fully executed copy for your file.

Original Note. The Note will be delivered under separate cover.

Delivery Certificate. **Please complete the financial data on page 2 and execute and seal where indicated.** An executed copy will be provided to you after closing.

Transcript Certificate. This certificate is to be executed and sealed in the manner indicated on the second page and may be dated at the time of completion. A notary attestation for all official signatures is required.

County Auditor's Certificate. A true copy of the authorizing resolution as adopted is to be certified and filed with the Auditor of Woodbury County. The Auditor is asked to certify to such filing on the certificate.

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

Tax Exemption

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

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

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

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

These Notes are also issued under the expectation that the County will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Notes for construction purposes within two (2) years of issuance and meet the other requirements of the two-year expenditure exemption from the rebate provisions.

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

Closing Matters.

As you know, closing of this issue is scheduled to occur on or about June 4, 2026. At the time of closing, the "Purchaser's" copies of the above items will be delivered to the Purchaser of the Notes in exchange for the agreed purchase price. Our legal opinion also will be delivered to the Purchaser at that time.

Please mail executed documents for delivery to us by May 5, 2026 to allow sufficient time for review prior to closing.

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

Ahlers & Cooney, P.C.

Sincerely,



Jason L. Comisky
FOR THE FIRM

JLC:qm

Enclosures

cc: Tina Bertrand (via email)
Michelle Skaff (via email)
Karen James (via email)
Nate Summers (via email)

ITEMS TO INCLUDE ON AGENDA FOR APRIL 21, 2026

WOODBURY COUNTY, IOWA

\$1,200,000 General Obligation Capital Loan Notes, Series 2026A

- Resolution amending the ‘Resolution authorizing the issuance of \$1,200,000 General Obligation Capital Loan Notes, Series 2026A, and levying a tax for the payment thereof passed and approved on February 24, 2026, by substituting a new Resolution therefor, approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$1,200,000 General Obligation Capital Loan Notes, Series 2026A, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate.

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

April 21, 2026

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

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION AMENDING THE 'RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2026A, AND LEVYING A TAX FOR THE PAYMENT THEREOF', PASSED AND APPROVED ON FEBRUARY 24, 2026, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2026A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE" and moved that it be adopted. Board Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION AMENDING THE 'RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2026A, AND LEVYING A TAX FOR THE PAYMENT THEREOF', PASSED AND APPROVED ON FEBRUARY 24, 2026, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2026A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

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

WHEREAS, the Issuer is in need of funds to pay costs of 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 acquiring, developing, and improving the geographic computer data system including hardware, software and dashboard,

essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$640,000 be authorized for said purpose(s); and

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

WHEREAS, the Issuer is in need of funds to pay costs of the erection, equipment, remodeling or reconstruction various public building projects, including the site or grounds thereof, including replacement of an elevator at the Courthouse and replacing or repairing sidewalks at the emergency services building; and equipping various public buildings including software, hardware, fiberoptics and other equipment, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$319,300 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 County is in need of funds to pay costs of acquisition and development of land for a public park or other recreation or conservation purpose, including the Little Sioux Road project, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$240,700 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$415,350; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, pursuant to Section 331.445 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan Notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$1,200,000 General Obligation Capital Loan Notes as hereinafter set forth; and

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

WHEREAS, on February 24, 2026, the Board of Supervisors of said County did adopt a certain Resolution entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2026A, 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 February 24, 2026; and, therefore, said Board has adopted a new Resolution to be substituted in its entirety for the Resolution previously adopted on February 24, 2026, authorizing the issuance of \$1,200,000 General Obligation Capital Loan Notes, Series 2026A.

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

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

- "Issuer" and "County" shall mean Woodbury County, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$1,200,000 General Obligation Capital Loan Notes, Series 2026A, 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 (i) 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 acquiring, developing, and improving the geographic computer data system including hardware, software and dashboard; (ii) the erection, equipment, remodeling or reconstruction various public building projects, including the site or grounds thereof, including replacement of an elevator at the Courthouse and replacing or repairing sidewalks at the emergency services building; and equipping various public buildings including software, hardware, fiberoptics and other equipment; and (iii) acquisition and development of land for a public park or other recreation or conservation purpose, including the Little Sioux Road project.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the County Treasurer of Woodbury County, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

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

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

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$ 349,617.50*	2026/2027
\$ 336,712.50	2027/2028
\$ 323,362.50	2028/2029
\$ 310,012.50	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 2026/2027.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2025 will be collected during the fiscal year commencing July 1, 2026.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Woodbury County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for

the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever, which action requires a modification and change of the levies originally made in accordance with the Note Resolution certified and filed in the Woodbury County Auditor's office on February 26, 2026.

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

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2026A GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

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

Section 6. Note Details, Execution and Redemption.

a) Note Details. A General Obligation Capital Loan Note of the County in the amount of \$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, 331.442, 331.443 and 331.445 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 "GENERAL OBLIGATION CAPITAL LOAN

NOTE, SERIES 2026A", be dated June 4, 2026, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2026, 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 Amount	Interest Rate	Maturity June 1 st
\$ 1,200,000	4.450%	2030*

*Term Note

b) Redemption.

i. Optional Redemption. 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 Note or any defect therein shall not affect the validity of any proceedings for the redemption of the Note. The Note or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

ii. Mandatory Payment and Redemption of Term Note. 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 and December 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
\$ 150,000	4.450%	December 1, 2026
\$ 150,000	4.450%	June 1, 2027
\$ 150,000	4.450%	December 1, 2027
\$ 150,000	4.450%	June 1, 2028
\$ 150,000	4.450%	December 1, 2028
\$ 150,000	4.450%	June 1, 2029
\$ 150,000	4.450%	December 1, 2029
\$ 150,000	4.450%	June 1, 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. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

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

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

and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

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

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

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

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

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

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so

mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

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

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Chairperson and Auditor shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

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

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

"STATE OF IOWA"
"COUNTY OF WOODBURY"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2026A"

Rate: 4.450%
Maturity: June 1, 2030
Note Date: June 4, 2026
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, 2026, and semiannually thereafter on the 1st day of June and December in each year as set forth in the Debt Service Schedule attached hereto and incorporated herein by this reference.

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

This Note is issued pursuant to the provisions of Sections 331.402, 331.442, 331.443 and 331.445 of the Code of Iowa, for the purpose of paying costs of (i) 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 acquiring, developing, and improving the geographic computer data system including hardware, software and dashboard; (ii) the erection, equipment, remodeling or reconstruction various public building projects, including the site or grounds thereof, including replacement of an elevator at the Courthouse and replacing or repairing sidewalks at the emergency services building; and equipping various public buildings including software, hardware, fiberoptics and other equipment; and (iii) acquisition and development of land for a public park or other recreation or conservation purpose, including the Little Sioux Road project, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Board of said County duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

The Note may be called for optional redemption by the Issuer and paid before maturity at any, 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 4.450% 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 and December 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity
\$ 150,000	December 1, 2026
\$ 150,000	June 1, 2027
\$ 150,000	December 1, 2027
\$ 150,000	June 1, 2028
\$ 150,000	December 1, 2028
\$ 150,000	June 1, 2029
\$ 150,000	December 1, 2029
\$ 150,000	June 1, 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: June 4, 2026
This is one of the Notes described in the within mentioned Resolution, as registered by the County Treasurer.

COUNTY TREASURER, Registrar

By: _____
Authorized Signature
Registrar and Transfer Agent: County Treasurer
Paying Agent: County Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

WOODBURY COUNTY, STATE OF IOWA

By: _____ (manual or facsimile signature)
Chairperson

ATTEST:

By: _____ (manual or facsimile signature)
County Auditor

(Information Required for Registration)

ASSIGNMENT

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

Dated: _____

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

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

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

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

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

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

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

(End of form of Note)

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

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

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

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

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

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants,

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

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

Section 19. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 20. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 21st day of April, 2026.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

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

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2026.

County Auditor, Woodbury County, State of Iowa

(SEAL)

Woodbury County
 Current Proposed Budget
 For the Year Ending June 30, 2027
 As of 4-21-2026

	General Basic Fund 0001	General Supp Fund 0002	Rural Basic Fund 0011	Rural Supp Fund 0012	Debt Service Fund 2000
Current Revenue Budget	\$ 41,009,946	\$ 16,362,963	\$ 3,978,752	\$ -	\$ 7,304,697
Current Expenditures Budget	\$ (41,730,360)	\$ (17,101,249)	\$ (4,144,608)	\$ -	\$ (7,304,697)
Increase/Decrease in Cash Balance	\$ (720,413)	\$ (738,286)	\$ (165,856)	\$ -	\$ -
Projected Cash Balance 6-30-2026	\$ 10,049,126	\$ 831,553	\$ 600,144	\$ -	\$ 298,301
Increase/(Decrease) in Fund Balance	\$ (720,413)	\$ (738,286)	\$ (165,856)	\$ -	\$ -
Estimated Cash Balance 6-30-2027	\$ 9,328,712	\$ 93,267	\$ 434,287	\$ -	\$ 298,301
Estimated Reserve % to FY27 Budget	22.4%	0.5%	10.5%	#DIV/0!	4.1%
20% Reserve Level	8,346,072	3,420,250	828,922	-	1,460,939

	FY 2026	Proposed FY 2027	Change	% Change
General Basic	3.81720	3.70602	(0.11118)	-2.9%
General Supplemental	2.41826	2.59945	0.18119	7.5%
Debt Service	0.87572	0.80571	(0.07001)	-8.0%
Total Countywide	7.11118	7.11118	(0.00000)	0.0%
Rural Basic	2.36559	2.41287	0.04728	2.0%
Rural Supplemental	0.04728	-	(0.04728)	-100.0%
Total Rural	9.52405	9.52405	(0.00000)	0.0%