



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JANUARY 7, 2025) (WEEK 2 OF 2025)**

Live streaming at:

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

Agenda and Minutes available at:

www.woodburycountyiowa.gov

Daniel A. Bittinger II
389-4405

dbittinger@woodburycountyiowa.gov

Kent T. Carper
570-7681

kcarper@woodburycountyiowa.gov

David L. Dietrich
870-9224

ddietrich@woodburycountyiowa.gov

Mark E. Nelson
540-1259

mnelson@woodburycountyiowa.gov

Matthew A. Ung
490-7852

matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held January 7, 2025 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

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

AGENDA

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

1. Approval of the agenda

Action

Consent Agenda

Items 2 through 6 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

2. Approval of the minutes of the December 31, 2024 meeting
Approval of the minutes of the January 2, 2025 meeting
3. Approval of claims
4. Deputy Commissioner of Elections – Steve Hofmeyer
Receive the appointment of Randy Hunt as Garretson Drainage District (Sub District #3) to fill the vacancy left when Lee Haveman resigned

- 5. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
 - c. Approval of request to deauthorize county position
 - d. Authorization of Bookkeeper/Clerk III in the Treasurer’s Office to facilitate a position name change

- 6. Planning/Zoning – Daniel Priestley
 - a. Approval of resolution thanking Barbara Parker for her years of service on the Zoning Commission
 - b. Approval of the Construction Evaluation Resolution relating to Construction Permits for Large Animal Confinement Operations

End Consent Agenda

- 7. Lila Mae’s House – Shirley Fineran
Approval and presentation of Proclamation for National Human Trafficking Prevention Month Action

- 8. UMB Bank – Nate Summers
 - a. Financial update and debt overview Information
 - b. Approval of Engagement Letter for UMB to serve as the county’s municipal advisor Action

- 9. Siouland District Health – Kevin Grieme
Approval of the FY24 CIP project for sidewalk replacement at 1014 Nebraska St. Action

- 10. Building Services – Kenny Schmitz
Approval of Kone 3-year term LEC Elevator Contract Action

- 11. Secondary Roads – Laura Sievers
 - a. Approval of farm rental contract for the Briese Farm near Correctionville Action
 - b. Approval of resolution establishing speed limits on Elk Creek Road Action

- 12. Planning/Zoning – Daniel Priestley
 - a. Approval of the appointment of Steve Corey to the Woodbury County Zoning Commission for a five-year term (2025 – 2029) Action
 - b. Approval of the appointment of Larry Fillipi to the Woodbury County Board of Adjustment for a five-year term (2025 – 2029) Action

- 13. Reports on Committee Meetings Information

- 14. Citizen Concerns Information

- 15. Board Concerns Information

ADJOURNMENT

CALENDAR OF EVENTS

- FRI., JAN 3** **9:00 a.m.** Hungry Canyons Alliance - TBD
- WED., JAN 8** **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 10:00 a.m.** STARComm Board Meeting, The Security Institute, WIT Campus
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- 6:30 p.m.** 911 Service Board Meeting, Public Safety Center, Climbing Hill
- THU., JAN 9** **12:00 p.m.** SIMPCO Board of Directors, 6401 Gordon Drive.
- 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., JAN 15** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., JAN. 16** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., JAN. 17** **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- MON., JAN. 27** **5:00 p.m.** Zoning Commission Meeting, Courthouse Basement Boardroom
- TUE., JAN. 28** **2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., JAN 29** **2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., JAN 30** **11:00 a.m.** Siouxland Regional Transit Systems Board Meeting, 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.

DECEMBER 31, 2024, FIFTY-THIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, December 31, 2024, at 9:30 a.m. Board members present were Ung, Radig, Nelson, Taylor, and Bittinger II. Staff members present were Heather Satterwhite-Van Sickle, Executive Secretary/Public Bidder, Melissa Thomas, Human Resources Director, and Michelle Skaff, Deputy 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 Radig second by Nelson to approve the agenda for December 31, 2024. Carried 5-0. Copy filed.

Motion by Taylor second by Ung to approve the following items by consent:

2. To approve minutes of the December 17, 2024, meeting. Copy filed.
3. To approve the claims totaling \$1,143,923.52. Copy filed.
- 4a. To approve the promotion of Daniel Luesebrink, Sergeant, County Sheriff Dept., effective 12-02-2024, \$43.12/hour, 27%=\$9.26/hour. Promotion.; the promotion of James Martin, District 4 Foreman, Secondary Roads Dept., effective 12-23-24, \$3,148.36/bi-weekly, 38%=\$869.96/bi-weekly. Promotion. Job Vacancy Posted 11/27/2024.; the separation of Patrick Gill, County Auditor, County Auditor Dept., effective 01-01-2025. End of Elected Term.; the separation of Michelle Skaff, % Deputy, County Auditor Dept., effective 01-01-2025. Separation to Assume Elected Office.; the separation of Jeremy Taylor, Board Member, Board of Supervisors Dept., effective 01-02-2025. End of Elected Term.; the separation of Keith Radig, Board Member, Board of Supervisors Dept., effective 01-02-2025. End of Elected Term.; the promotion of Shona Campbell, % Deputy, County Auditor Dept., effective 01-02-2025, \$94,860.21/year, 82%=\$42,735.41/year. Per Auditor: Promotion to 85% Deputy.; the appointment of Michelle Skaff, Auditor, County Auditor Dept., effective 01-02-2025, \$111,600.24/year, 18%=\$16,740.03/year. Elected Official.; the appointment of David Dietrich, Board Member, Board of Supervisors, effective 01-02-2025, \$41,967.12/year. Elected Official.; the appointment of Kent Carper, Board Member, Board of Supervisors, effective 01-02-2025, \$41,967.12/year. Elected Official.; the appointment of Stefani Nunez-Diaz, PT Youth Worker – Temp, Juvenile Detention Dept., effective 01-06-2025, \$22.05/hour. Job Vacancy Posted on 11/13/2024. Entry Level Salary: \$22.05/hour.; and the separation of John Bainbridge, Motor Grader Operator, Secondary Roads Dept., effective 02-28-2025. Retired. Copy filed.
- 4b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Equipment Operator, Secondary Roads Dept. CWA Roads: \$27.04/hour.; and for Motor Grader Operator, Secondary Roads Dept. CWA Roads: \$27.33/hour. Copy filed.
- 4c. To approve the deauthorization of PT Courthouse Safety & Security Officers (3) -.075 FTE, County Sheriff Dept. Copy filed.
- 4d. To approve a maintenance tech position and deauthorize a maintenance worker position. Copy filed.
- 4e. Presentation of Award Certificate to Dawn Norton. Copy filed.
- 4f. To approve the overlap of two employees in the Deputy Sergeant position in the Sheriff’s office. Copy filed.
- 5a. To approve and authorize the Chairperson to sign a Resolution authorizing the County Engineer to close any Secondary Road for the purpose of construction, routine maintenance, or emergencies during 2024.

RESOLUTION #13,816
RESOLUTION AUTHORIZING THE COUNTY ENGINEER TO CLOSE ANY
SECONDARY ROAD FOR THE PURPOSE OF CONSTRUCTION, ROUTINE
MAINTENANCE, OR EMERGENCIES DURING 2024

WHEREAS, the Woodbury County Board of Supervisors is concerned about traffic safety involved during construction and maintenance work or during natural or traffic emergencies on the secondary road system, and

WHEREAS, they are further interested in making appropriate traffic accommodations for the traveling public, adjacent landowners and related users during construction and maintenance operations, and

WHEREAS, the Board of Supervisors under section 306.41 of the Code of Iowa can delegate the authority to temporarily closure of roads to the County Engineer,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors give Laura Sievers, Woodbury County Engineer the authority to temporarily close sections of highway in Woodbury County's Road system when necessary because of construction, maintenance, emergencies, or natural disaster.

DATED this 31st day of December 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 5b. To approve and authorize the Chairperson to sign a Resolution authorizing the County Engineer to execute certification of completion of work on Federal Aid, State Aid, and Farm to Market construction during 2025.

RESOLUTION #13,817
RESOLUTION AUTHORIZING THE COUNTY ENGINEER TO EXECUTE
CERTIFICATION OF COMPLETION OF WORK ON FEDERAL AID, STATE AID, AND
FARM TO MARKET CONSTRUCTION DURING 2025

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that Laura Sievers, the County Engineer of Woodbury County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the certification of completion of work and final acceptance thereof in accordance with plans and specifications in connection with all Farm-to-Market and federal or state aid construction projects in this county.

Dated at Sioux City, Iowa, this 31st day of December 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

Carried 5-0.

- 6a. Motion by Radig second by Ung to award the bid for project #FM-C097(152)—55-97 and to approve and authorize the Chairperson to sign a Resolution bid award and designation and authorization of County Engineer to electronic signature of contract and bond. Carried 5-0.

BID AWARD AND DESIGNATION AND AUTHORIZATION OF
COUNTY ENGINEER FOR ELECTRONIC SIGNATURE OF CONTRACT AND
BOND
RESOLUTION #13,818

WHEREAS, the Board of Supervisors has received bids for the project captioned herein, and,

WHEREAS, the board has considered the bids and concurs with the Iowa DOT and the County Engineer's recommendation to award the contract to the lowest responsible bidder, and:

WHEREAS, time is of the essence in locking in material prices in a rapidly changing cost environment currently being experienced by contractors and road agencies across the state, the Board is directing the County Engineer to electronically sign the contracts and bonds for the following project upon presentation of completed documents meeting contract requirements for the following project:

FM-C097(152)—55-97

HMA Resurfacing/Cold-in-Place Recycling, On D38, from K64E 10.3 miles to IA 31

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors hereby awards the bid and directs the County Engineer is directed to electronically sign the contracts and bonds for the above captioned project upon presentation of final contract documents.

Passed and approved this 31st day of December, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

6b. Mike Hansen and Dan Young presented information on the County Road K-64 and 140th Street Snowmobile Trail.

Motion by Radig second by Bittinger to approve and authorize the Chairperson to sign a Resolution approving the County Road K-64 and 140th Street Snowmobile Trail. Carried 5-0.

**WOODBURY COUNTY
COUNTY ROAD K-64 AND 140TH STREET SNOWMOBILE TRAIL
RESOLUTION #13,819**

WHEREAS Chapter 321G.9(4)-(7) of the Code of Iowa governs the operation of snowmobiles and all-terrain vehicles on or near public highways AND

WHEREAS Woodbury County has received a request to allow the designation of a portion of its roadways to be used as a snowmobile trail AND

WHEREAS the Board of Supervisors of Woodbury County has evaluated the traffic patterns on these roadways and has determined that a designated snowmobile trail on portions of said roads will not unduly interfere with traffic or constitute a traffic hazard,

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

1. The following roadways may be used for snowmobile operation from December 31, 2024, to April 30, 2025, and is herewith designated as a snowmobile trail for the POWDER PLAYERS INC. SNOWMOBILE CLUB **K-64 and 140th Street from IA 140 west 0.75 miles to the south field entrance**
2. All designations and signs to be erected along said trail for use of club members shall be provided by the POWDER PLAYERS INC. SNOWMOBILE CLUB.
3. Any signs necessary to warn traffic of the operation of snowmobiles along said roadway shall be placed and maintained by POWDER PLAYERS INC. SNOWMOBILE CLUB.
4. All members of the POWDER PLAYERS INC. SNOWMOBILE CLUB and any guest or associates using said designated trail shall comply with the provisions of Chapter 321G.9, Code of Iowa. Any violations of said code section shall be considered grounds for terminating the designation of said snowmobile trail.
5. The POWDER PLAYERS INC. SNOWMOBILE CLUB shall submit proof of insurance coverage, covering all persons participating in any club activities on or along the designated Woodbury County roadways, to the Woodbury County Auditor within 15 days of the passage of this Resolution. Failure to do so shall constitute grounds for the Board of Supervisors revoking this Resolution. FURTHER, the POWDER PLAYERS INC. SNOWMOBILE CLUB shall hold and save Woodbury County harmless from all liability resulting from injuries, loss or damages of any kind to club members, guests or other persons riding said snowmobile trail, including damages to equipment.

6. Woodbury County does not warrant the condition of the county road right-of-way which will be designated as a snowmobile trail to be fit for any particular purpose nor, does it warrant against any hazards that may exist because of snow plowing or other necessary road work on the public road alongside said trail.

Passed and approved this 31st day of December, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

7. Motion by Taylor second by Nelson to approve funds from gaming to pay for the emergency replacement of the septic system at Little Sioux Park Rangers residence in the amount of \$18,342. Carried 5-0. Copy filed.
8. Motion by Radig second by Nelson to approve SRBS to submit the application through iowagrants.gov with Woodbury County as the lead applicant and SRBS as the local non-profit service provider. Carried 5-0. Copy filed.
9. Presentation of resolution thanking Mark Nahra for his 15 years to Woodbury County Secondary Roads was made. Copy filed.
10. Reports on committee meetings were heard.
11. Dan Heissel expressed concerns about the CIP and improvement requests process.

Kevin Nelson, Salix Mayor, expressed concerns about the new Salix Drainage ditch governance.

Sheriff Sheehan recognized the service of Sgt. Doug Boetger in light of his pending retirement.
12. Board Concerns were heard.

The Board adjourned the regular meeting until January 2, 2025.

Meeting sign in sheet. Copy filed.

JANUARY 2, 2025, FIRST MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Thursday, January 2, 2025, at 2:00 p.m. Board members present were Ung, Dietrich, Nelson, Carper, and Bittinger II. Staff members present were Heather Satterwhite-Van Sickle, Executive Secretary/Public Bidder, Melissa Thomas, Human Resources 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 Ung second by Bittinger to approve the adoption of current Board of Supervisors Bylaws. Carried 5-0. Copy filed.

2. Motion by Nelson second by Bittinger to appoint Ung as Temporary Chair to preside over Election of Chairperson. Carried 5-0.

3. Nelson nominates Bittinger as Chairperson.

Motion by Nelson second by Dietrich to appoint Bittinger as Chairperson for the 2025 session. Carried 4-1 on roll call vote, Ung opposed.

4. Motion by Bittinger second by Ung to appoint Nelson as Vice-Chairperson. Carried 5-0 on roll call vote.

5. Motion by Bittinger second by Nelson to approve the agenda for January 2, 2025. Carried 5-0. Copy filed.

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

6. Approve annual adoption of current rules for public participation in board meetings.

7a. To approve the appointment of County Engineer, Laura Sievers.

7b. To approve the appointment of County Medical Examiner, Dr. Julie Breiner.

7c. To approve the appointment of Jered Jepsen as Weed Commissioner.

7d. To approve the Sioux City Journal, The Sergeant Bluff Advocate, and The Merville Record as the County's official newspapers. Copy filed.

8a. To approve the appointment of Neil Stockfleth, 613 Coniston Circle, Sergeant Bluff. Copy filed.

8b. To approve the appointment of Chad Janzen, 201 Prot Neal Road, Sergeant Bluff, and Sandra Granger, 4601 Saddle Lane, Sioux City, to the Siouxland District Health Board. Copy filed.

8c. To approve the appointment of Leo Jochum, 1691 250th, Salix, Blake Flewelling, 7462 Correctionville Road, Sioux City, Dennis Reyman, 1923 Safford Ave, Correctionville, Julie Hamann, 4424 230th Ave, Correctionville, Tony Ahsley, 3356 170th, Correctionville, Bradley Hopp, 2475 Hwy 20, Lawton, and Eric Nelson, 1514 Jasper Ave Merville, to the Commission to Assess Damages Category A – Owner/operators of Agricultural Property; Bob Batcheller, PO Box 3311, Sioux City, Ruth Groth, 305 North Cauley Ave, Anthon, Robert Stewart, 4101 Country Club, Sioux City, Melissa Tjeerdsma, 1090 Pachsama Ct., Sioux City, and Stephan Warren, 6720 Wildbloom Court, Sioux City, to the Commission to Assess Damages Category B – Owners of City Property; Colleen Baker, 3422 Jackson Street, Sioux City, Tori Jackson, 4601 S. Ridge Road, Sioux City, Rachel Raak Law, 1407 Megan's Way, Correctionville, Jason Geary, 3316 5th Ave., Sioux City, and Eric Hoak, 6808 Cypress Point, Sioux City, to the Commission to Assess Damages Category C – Licensed Real Estate Salesman or Real Estate Broker; Linda Mathison, 5008 Ravin Park Lane, Sioux City, Doug Lehman, PO Box 1381, Sioux City, Barbara Sloniker, 1336 Buchanan Ave., Sioux City, and Donal Eggerling, 3 Rose Lane, Sioux City, to the Commission to Assess Damages Category D – Persons Having Knowledge of Property Values in the County by Reason of their Occupation. Copy filed.

Carried 5-0.

9. Reports on committee meetings were heard.

10. There were no citizen concerns.

12. Board Concerns were heard.

The Board adjourned the regular meeting until January 7, 2025.

Motion by Bittinger second by Nelson to go into closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

Motion by Nelson second by Carper to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

Meeting sign in sheet. Copy filed.

NOTICE OF APPOINTMENT TO FILL A VACANCY

TO: Patrick F. Gill, Woodbury County Auditor/Recorder & Commissioner of Elections

From: Garretson Drainage District ~~School/City/Township/
Extension/Soil & Water
Secretary/Clerk~~
Effective July 11, 2024 (see attached Minutes) 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 Trustee for the Garreston Drainage District
Name Randy Hunt
Address 2836 Eastland Avenue
City/Zip Salix, IA 51052
Date of appointment July 11, 2024

This appointment is to fill the office previously held by:

Lee Haveman (resigned on July 1, 2024)
(Name of previous official)

RETURN TO: Patrick F. Gill
Woodbury County Commissioner of Elections
620 Douglas St, Rm 103
Sioux City, IA 51101

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: January 7th, 2025

*** 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
Ahlquist, Susan	Treasurer	12-27-2024	Bookkeeper/ Clerk III	\$28.72/hour	0%	R	Per County Treasurer. Position Change in Accordance with 2020 Contract.
Kritzer, Hannah	Sheriff's Office	12-31-2024	Intern - Temp			S	Resignation
Bittinger, Daniel	BOS	01-02-2025	Board Chairman	\$49,965.32/year	19%=\$7,998.20/year	T	Transfer from Board Member to Chairman.
Nelson, Mark	BOS	01-02-2025	Board Vice Chair	\$41,967.00/year	0%	T	Transfer from Board Member to Vice Chair
Ung, Matthew	BOS	01-02-2025	Board Member	\$41,967.00/year	19%=(7,998.20)/year	T	Transfer from Chairman to Board Member
Martindale, Isaac	Secondary Roads	01-06-2025	District Foreman	\$3,216.22/ bi-weekly	2%=\$67.86/ bi-weekly	R	Per Wage Plan Matrix - 4 Year Increase. Anniversary Date: 1/8/2025.
Grell, James	Secondary Roads	01-06-2025	Equipment Operator – Sign Tech	\$29.28/hour	1%=\$0.30/hr	R	Per CWA: From Step 3 to Step 4. Anniversary Date 1/11/25.
Griffith, Scott	Treasurer	01-06-2025	Clerk II	\$21.14/hour	5%=\$1.00/hr	R	Per AFSCME: From Step 2 to Step 3. Anniversary Date 1/11/2025
Brass, Trevor	Attorney's Office	01-06-2025	Assistant County Attorney	\$110,591.00/year	4%=\$3,989.00/year	R	Per AFSCME: From Step 6 to Step 7. Anniversary 1/15/2025.
Little, Adam	Sheriff's Office	01-30-2025	Civilian Jailer			S	Resignation

APPROVED BY BOARD DATE:

MELISSA THOMAS, HR DIRECTOR:

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: January 7th, 2025

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Sheriff's Office	Civilian Jailer	AFSCME Civilian: \$24.57/hour		

Chairman, Board of Supervisors

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: January 7th, 2025

REQUEST TO DEAUTHORIZE COUNTY POSITION(S)

DEPARTMENT	POSITION	APPROVED	DISAPPROVED
Treasurer	MV-Cashier: -1.0		

Chairman, Board of Supervisors

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

Date: 1/2/25 Weekly Agenda Date: 1/7/25

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel J. Priestley

WORDING FOR AGENDA ITEM:

Approval of resolution thanking Barbara Parker for her years of service on the Zoning Commission.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item requests the Board of Supervisors to consider approving a resolution in recognition of a member of the Zoning Commission, Barbara Parker, whose term expired on 12/31/24.

BACKGROUND:

Barbara Parker served on the Zoning Commission since 2015. Barbara Parker has competently served throughout her tenure, and as such is being recognized accordingly.

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:

Approve the resolution thanking Barbara Parker for her service on the Zoning Commission.

ACTION REQUIRED / PROPOSED MOTION:

Approval of resolution thanking Barbara Parker for her years of service on the Zoning Commission.

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

BARBARA PARKER

FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Barbara Parker has capably served Woodbury County as a member of the Zoning Commission for ten years from 2015 to 2024; and

WHEREAS, the service given by Barbara Parker has been characterized as exemplary by her dedication to the best interests of the citizens of Woodbury County; and

WHEREAS, Barbara Parker has contributed to the betterment of the county by hearing and deciding on matters related to county zoning, including subdivisions, zoning ordinance map and text amendments, and conditional uses; and

WHEREAS, notable actions made by the Zoning Commission during Barbara Parker's tenure include the review and recommendation of numerous developments, public and private infrastructure improvements, and various county ordinances to improve the quality of life for residents and businesses throughout Woodbury County; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of the Board hereby thanks and commends Barbara Parker for her years of service to Woodbury County; and

BE IT FURTHER RESOLVED that it is the wish of all those signing below that the future hold only the best for this very deserving person, Barbara Parker.

BE IT SO RESOLVED this 7th day of January 2025.

WOODBURY COUNTY BOARD OF SUPERVISORS

Daniel Bittinger II, Chairman

Mark Nelson, Vice-Chairman

Kent Carper, Member

David Dietrich, Member

Matthew Ung, Member

Attest:

Michelle K. Skaff, Woodbury County Auditor

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

Date: 12/31/24 Weekly Agenda Date: 1/7/25

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel J. Priestley

WORDING FOR AGENDA ITEM:

Approve the Construction Evaluation Resolution relating to Construction Permits for Large Animal Confinement Operations.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item requests the Board of Supervisors to adopt a Construction Evaluation Resolution (CER) for construction permits for large animal confinement operations.

BACKGROUND:

If a county chooses to use the master matrix to evaluate applications for construction permits for large animal confinement operations (1000+ animal units), the Board of Supervisors must adopt a CER annually. If the Board does not, the county cannot: 1.) Submit formal recommendations to DNR concerning a particular construction permit application; 2.) Send county employees along a DNR site inspection; or 3.) Appeal the DNR's decision regarding a construction permit application to the Environmental Protection Commission.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Approve the construction evaluation resolution as proposed.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Construction Evaluation Resolution relating to Construction Permits for Large Animal Confinement Operations.

Daniel Priestley

From: ISAC Member Relations <kharshbarger@iowacounties.org>
Sent: Wednesday, December 4, 2024 8:47 AM
To: Daniel Priestley
Subject: 2025 Construction Evaluation Resolutions

CAUTION: This email originated from **OUTSIDE** of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. **If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.**



2025 Construction Evaluation Resolutions

County Officials:

If a county chooses to use the master matrix to evaluate applications for construction permits for large animal confinement operations, the board of supervisors must adopt a “construction evaluation resolution (CER)” annually.

According to the Department of Natural Resources' (DNR) administrative rules, if the board of supervisors wants to use the master matrix between February 1, 2025, and January 31, 2026, **the board of supervisors must submit an adopted CER to the DNR between January 1 and January 31, 2025.**

A [sample construction evaluation resolution](#) is available behind the linked text or the button below.

The CER should be submitted to Kelli Book. The preferred method is via [email](#), but hard copies by mail will also be accepted.

Kelli Book
Iowa Department of Natural Resources
502 East 9th Street
Des Moines, IA 50319-0034
kelli.book@dnr.iowa.gov

Counties will receive a confirmation email for all CERs received.

The board of supervisors can adopt the Resolution at any time, as long as it is actually submitted to the DNR during January of 2025.

If a county board of supervisors does not adopt a CER for 2025, then the county cannot:

- 1) submit a formal recommendation to the DNR concerning a particular construction permit application. The county can submit comments, but they are not given nearly as much weight by DNR as a formal recommendation would be;
- 2) send a county employee along on a DNR site inspection; or
- 3) appeal the DNR's decision regarding a construction permit application to the Environmental Protection Commission.

In addition, if the county chooses to use the master matrix, then applicants must meet stricter environmental standards than they would have to meet otherwise.

If you have any questions about this memo, you can call [Kristi Harshbarger](#) at ISAC at 515.244.7181, or [Kelli Book](#) at Iowa DNR at 515.210.3408.

[View Memo](#)

Sample Resolution

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Iowa State Association of Counties (ISAC)

5500 Westown Parkway, Suite 190 | West Des Moines, IA | 50266

Phone | 515.244.7181

This email is being sent to all county auditors, supervisors, planning and zoning, and environmental health.

This email was sent to dpriestley@woodburycountyiowa.gov

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Iowa State Association of Counties · 5500 Westown Pkwy Ste 190 · West Des Moines, IA 50266-8364 · USA

To: Boards of Supervisors
From: Kristi Harshbarger, ISAC General Counsel
Re: Master Matrix
Date: November 26, 2024

If a county chooses to use the master matrix to evaluate applications for construction permits for large animal confinement operations, the board of supervisors must adopt a “construction evaluation resolution (CER)” annually.

According to the Department of Natural Resources’ (DNR) administrative rules, if the board of supervisors wants to use the master matrix between February 1, 2025 and January 31, 2026, **the board of supervisors must submit an adopted CER to the DNR between January 1 and January 31, 2025.**

A sample construction evaluation resolution is attached to this memo.

The CER should be submitted to Kelli Book. The preferred method is via email, but hard copies by mail will also be accepted.

Kelli Book
Iowa Department of Natural Resources
6200 Park Avenue, Suite 200
Des Moines, IA 50321
kelli.book@dnr.iowa.gov

Counties will receive a confirmation email for all CERs received.

The board of supervisors can adopt the Resolution at any time, as long as it is actually submitted to the DNR during January of 2025.

If a county board of supervisors does not adopt a CER for 2025, then the county cannot:

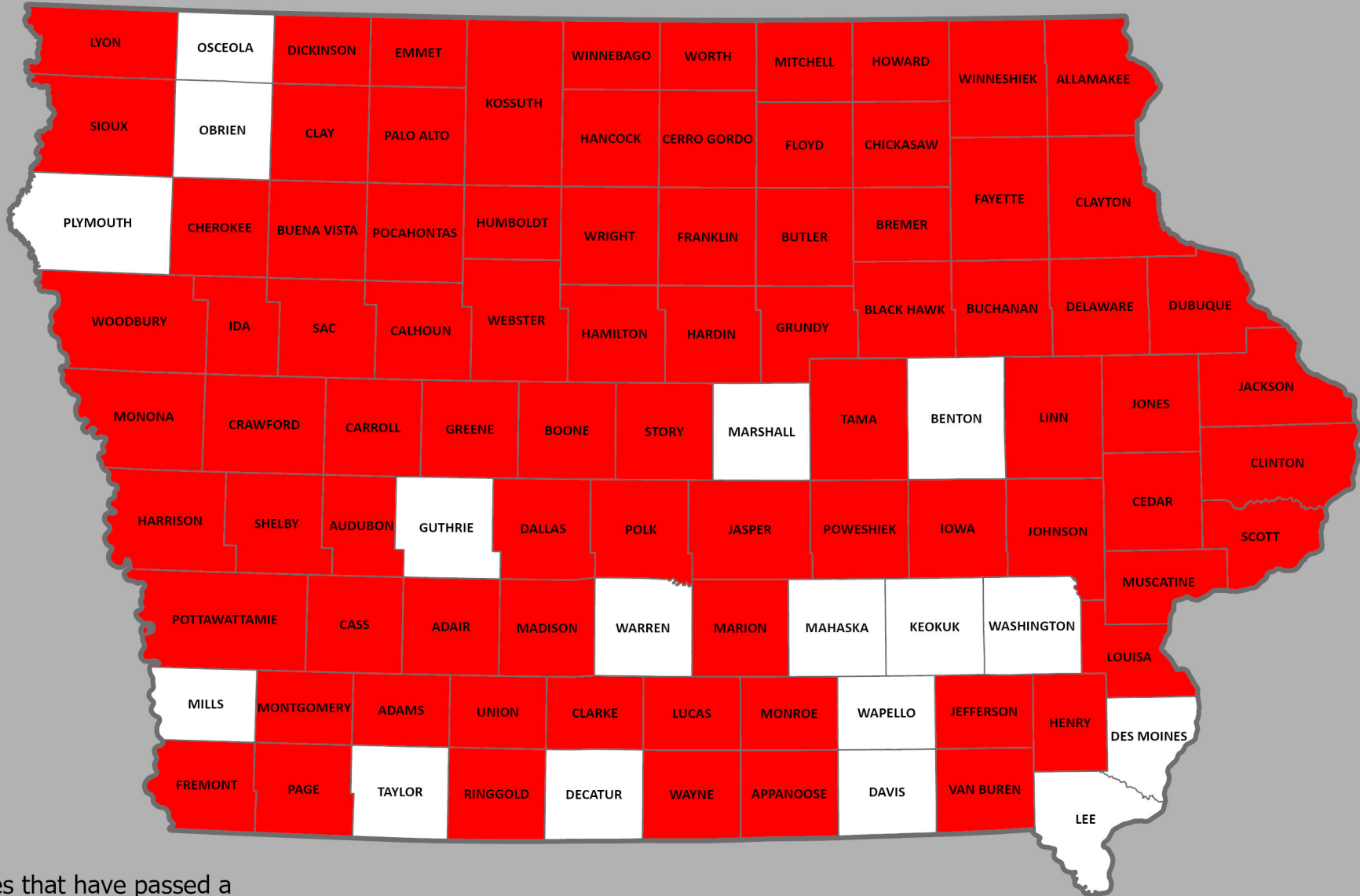
- 1) submit a formal recommendation to the DNR concerning a particular construction permit application. The county can submit comments, but they are not given nearly as much weight by DNR as a formal recommendation would be;
- 2) send a county employee along on a DNR site inspection; or
- 3) appeal the DNR’s decision regarding a construction permit application to the Environmental Protection Commission.

In addition, if the county chooses to use the master matrix, then applicants must meet stricter environmental standards than they would have to meet otherwise. So, using the master matrix provides greater environmental protection for the county.

If you have any questions about this memo, you can call Kristi Harshbarger at ISAC (515) 244-7181 or Kelli Book at the DNR at (515) 210-3408.

Status of Construction Evaluation Resolutions by County

February 7, 2024



Counties that have passed a construction evaluation resolution

- No
- Yes



RESOLUTION # _____

CONSTRUCTION EVALUATION RESOLUTION

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt a “construction evaluation resolution” relating to the construction of a confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR’s decision regarding a specific application; and

WHEREAS, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2025 and January 31, 2026 and submit an adopted recommendation regarding that application to the DNR; and

WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board’s recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

Chair, Board of Supervisors

Date: _____

ATTEST:

County Auditor

Date: _____

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

PROCLAMATION

WHEREAS, *the United States was founded upon the principle that all people are created with the inalienable right to freedom, and added the 13th amendment to the Constitution making slavery illegal; and*

WHEREAS, *slavery within the United States today is most often found in the form of forced labor and sex trafficking, which weakens our social fabric, increases violence and organized crime, and debases our humanity; and*

WHEREAS, *this problem is found even within our community; and*

WHEREAS, *every business, community organization, faith community, family and individual can make a difference by choosing products that are not made by forced labor; by working to protect our young people from sexual exploitation; by addressing the problems of internet sex trafficking and pornography; and by becoming more aware of the problem and possible solutions.*

NOW, THEREFORE, BE IT RESOLVED THAT the Woodbury County Board of Supervisors do hereby proclaim the month of January, 2025 as

“NATIONAL HUMAN TRAFFICKING PREVENTION MONTH”
in Woodbury County, Iowa and urge all citizens to become more familiar with the problem and to work towards solutions.

Matthew A. Ung, Supervisor

Daniel A. Bittinger II, Supervisor

Kent T. Carper, Supervisor

David L. Dietrich, Supervisor

Mark E. Nelson, Supervisor

Attest: Michelle K. Skaff, Woodbury County Auditor

2023 Iowa Human Trafficking Statistics

Department of Public Safety (DPS) Tips and Lead

Sex Trafficking 40

Labor Trafficking 7

Both Labor and Sex Trafficking 31

Prosecutions of Traffickers

U.S. Attorney's Office, Southern District of Iowa

Sex Trafficking Cases 5 and 6 defendants

Labor Trafficking Cases 2

All 2023 prosecutions lead to convictions. There have been 81 Iowa traffickers brought to justice between 2005 to 2023.

There was also a total of \$5.3 million in settlements paid by Western Iowa Technical Community College for two lawsuits alleging the school engaged in labor trafficking brought by 10 students from Brazil and 13 students from Chile.

Iowa Crime Victim Service Call Center

Sex Trafficking Calls 137

Labor Trafficking Calls 12

National Human Trafficking Hotline

Received 200 calls from Iowa

Helped 68 Iowa Victims

Iowa Attorney General's Victim Services Program

Trafficking Victims served 536

Iowa Department of Health and Human Services Child Sex Trafficking Cases:

Allegations 243

Accepted for Investigation 139

Founded Victims 29

Confirmed Cases 16

VALUATION TREND

Woodbury County, Iowa

Valuation as of:	Fiscal Year	100% Actual Valuation	% Growth	Taxable Valuation	% Growth
1/1/2019	FY 20-21	7,982,360,769		5,225,383,277	
1/1/2020	FY 21-22	8,097,274,459	1.44%	5,371,548,052	2.80%
1/1/2021	FY 22-23	8,729,853,914	7.81%	5,717,313,709	6.44%
1/1/2022	FY 23-24	9,179,015,029	5.15%	5,836,362,701	2.08%
1/1/2023	FY 24-25	11,046,665,590	20.35%	6,185,048,478	5.97%
Average:			8.69%		4.32%

GENERAL OBLIGATION DEBT

Woodbury County, Iowa

Principal Only

Fiscal Year	Cap Loan Note					Urb. Renewal Series 2021	Cap Loan Note			Taxable		Preliminary FUTURE	Preliminary FUTURE	Principal Total	TIF Rebate/ Dev. Agmts. Ann. Approp.	Total Outstanding	Debt Cap.	
	Series 2017	Series 2017	Series 2019	Series 2020	Series 2021		Series 2022A	Series 2023A	Series 2024A	LEC Auth. Series 2020	LEC Auth. Series 2021						Utilized (%)	Remaining (\$)
2024	371,740	100,000	157,511	180,000	360,000	790,000	483,200	380,000		1,165,000	895,000	-	-	4,882,451		64,417,271	14%	394,533,480
2025	371,740	100,000		180,000	360,000	820,000	483,200	380,000	160,000	1,180,000	935,000	-	-	4,969,940		59,534,820	11%	492,798,460
2026	371,740	100,000			360,000	850,000	483,200	380,000	160,000	1,195,000	970,000	-	-	4,869,940		54,564,880	10%	497,768,400
2027	371,740	100,000				885,000	483,200	380,000	160,000	1,210,000	1,010,000	-	-	4,599,940		49,694,940	9%	502,638,340
2028						920,000		380,000	160,000	1,235,000	1,050,000	-	-	3,745,000		45,095,000	8%	507,238,280
2029						960,000			160,000	1,260,000	1,090,000	-	-	3,470,000		41,350,000	7%	510,983,280
2030						995,000				1,285,000	1,135,000	-	-	3,415,000		37,880,000	7%	514,453,280
2031						1,025,000				1,315,000	1,180,000	-	-	3,520,000		34,465,000	6%	517,868,280
2032						1,055,000				1,350,000	1,225,000	-	-	3,630,000		30,945,000	6%	521,388,280
2033										1,375,000	1,275,000	-	-	2,650,000		27,315,000	5%	525,018,280
2034										1,410,000	1,330,000	-	-	2,740,000		24,665,000	4%	527,668,280
2035										1,450,000	1,380,000	-	-	2,830,000		21,925,000	4%	530,408,280
2036										1,490,000	1,435,000	-	-	2,925,000		19,095,000	3%	533,238,280
2037										1,535,000	1,495,000	-	-	3,030,000		16,170,000	3%	536,163,280
2038										1,585,000	1,555,000	-	-	3,140,000		13,140,000	2%	539,193,280
2039										1,630,000	1,615,000	-	-	3,245,000		10,000,000	2%	542,333,280
2040										1,675,000	1,680,000	-	-	3,355,000		6,755,000	1%	545,578,280
2041											3,400,000	-	-	3,400,000		3,400,000	1%	548,933,280
2042												-	-	-		-	0%	552,333,280
2043												-	-	-		-	0%	552,333,280
2044												-	-	-		-	0%	552,333,280
Total:	1,486,960	400,000	157,511	360,000	1,080,000	8,300,000	1,932,800	1,900,000	800,000	23,345,000	24,655,000	-	-	64,417,271				
Call Date:	Any Time	Any Time	Any Time	Any Time	Any Time	6/1/2029	Any Time	Any Time	Any Time	6/1/2028	6/1/2030							
Status:	Outstanding	Outstanding	Outstanding	Outstanding	Outstanding	Outstanding	Outstanding	Outstanding	Outstanding	Outstanding	Outstanding							
Original Par:	3,717,404	1,000,000	787,559	900,000	1,800,000	8,820,000	2,416,000	1,900,000	800,000	25,300,000	25,000,000							
Dated Date:	2017	2017	2019	2020	2021	8/24/2021	5/5/2022	6/20/2023	5/23/2024	10/28/2020	11/17/2021							

GENERAL OBLIGATION DEBT

Woodbury County, Iowa

Principal & Interest

Fiscal Year	Principal & Interest										FUTURE		P&I Total	Less Abatements	Net P&I	0.00%		Debt Service Levy	LEC Auth. Levy	TOTAL Debt Levy	
	Series 2017	Series 2017	Series 2019	Series 2020	Series 2021	Series 2021	Series 2022A	Series 2023A	Series 2024A	Series 2020	Series 2021	Taxable Valuation									
2024	401,331	107,960	161,071	185,004	369,072	1,091,250	524,948	444,145	-	1,733,688	1,881,200	-	-	6,899,669	(4,706,138)	2,193,531	5,836,362,701	0.37584	0.61937	0.99521	
2025	393,933	105,970	-	182,502	366,048	1,089,650	514,511	434,264	190,667	1,734,953	1,885,400	-	-	6,897,898	(4,710,003)	2,187,895	6,185,048,478	0.35374	0.58534	0.93908	
2026	386,535	103,980	-	-	363,024	1,086,850	504,074	420,698	184,000	1,734,861	1,883,000	-	-	6,667,022	(4,704,711)	1,962,311	6,185,048,478	0.31727	0.58494	0.90220	
2027	379,138	101,990	-	-	-	1,087,850	493,637	407,132	178,000	1,730,812	1,884,200	-	-	6,262,759	(4,702,862)	1,559,897	6,185,048,478	0.25220	0.58448	0.83668	
2028	-	-	-	-	-	1,087,450	-	393,566	172,000	1,734,710	1,883,800	-	-	5,271,526	(4,705,960)	565,566	6,185,048,478	0.09144	0.58504	0.67648	
2029	-	-	-	-	-	1,090,650	-	-	166,000	1,735,195	1,881,800	-	-	4,873,645	(4,707,645)	166,000	6,185,048,478	0.02684	0.58480	0.61164	
2030	-	-	-	-	-	1,087,250	-	-	-	1,733,798	1,883,200	-	-	4,704,248	(4,704,248)	-	6,185,048,478	0.00000	0.58480	0.58480	
2031	-	-	-	-	-	1,087,400	-	-	-	1,734,950	1,882,800	-	-	4,705,150	(4,705,150)	-	6,185,048,478	0.00000	0.58492	0.58492	
2032	-	-	-	-	-	1,086,650	-	-	-	1,739,113	1,880,600	-	-	4,706,363	(4,706,363)	-	6,185,048,478	0.00000	0.58524	0.58524	
2033	-	-	-	-	-	-	-	-	-	1,731,241	1,881,600	-	-	3,612,841	(3,612,841)	-	6,185,048,478	0.00000	0.58412	0.58412	
2034	-	-	-	-	-	-	-	-	-	1,731,385	1,885,600	-	-	3,616,985	(3,616,985)	-	6,185,048,478	0.00000	0.58479	0.58479	
2035	-	-	-	-	-	-	-	-	-	1,734,231	1,882,400	-	-	3,616,631	(3,616,631)	-	6,185,048,478	0.00000	0.58474	0.58474	
2036	-	-	-	-	-	-	-	-	-	1,734,574	1,882,200	-	-	3,616,774	(3,616,774)	-	6,185,048,478	0.00000	0.58476	0.58476	
2037	-	-	-	-	-	-	-	-	-	1,733,533	1,884,800	-	-	3,618,333	(3,618,333)	-	6,185,048,478	0.00000	0.58501	0.58501	
2038	-	-	-	-	-	-	-	-	-	1,736,101	1,885,000	-	-	3,621,101	(3,621,101)	-	6,185,048,478	0.00000	0.58546	0.58546	
2039	-	-	-	-	-	-	-	-	-	1,732,125	1,882,800	-	-	3,614,925	(3,614,925)	-	6,185,048,478	0.00000	0.58446	0.58446	
2040	-	-	-	-	-	-	-	-	-	1,726,758	1,883,200	-	-	3,609,958	(3,609,958)	-	6,185,048,478	0.00000	0.58366	0.58366	
2041	-	-	-	-	-	-	-	-	-	-	3,536,000	-	-	3,536,000	(3,536,000)	-	6,185,048,478	0.00000	0.57170	0.57170	
2042	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,185,048,478	0.00000	0.00000	0.00000	
2043	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,185,048,478	0.00000	0.00000	0.00000	
2044	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,185,048,478	0.00000	0.00000	0.00000	
Total:	1,560,936						2,099,805	890,667	29,472,026	35,549,600				83,451,826	(74,816,626)	8,635,200					

GENERAL OBLIGATION DEBT

Woodbury County, Iowa

Interest Rates

Fiscal Year	Series 2017	Series 2017	Series 2019	Series 2020	Series 2021	Series 2021	Series 2022A	Series 2023A	Series 2024A	Series 2020	Series 2021	FUTURE	FUTURE
2024	1.990%	1.990%	2.260%	1.390%	0.840%	4.000%	2.160%	3.570%		1.179%	4.000%		
2025	1.990%	1.990%		1.390%	0.840%	4.000%	2.160%	3.570%	3.750%	1.279%	4.000%		
2026	1.990%	1.990%			0.840%	4.000%	2.160%	3.570%	3.750%	1.594%	4.000%		
2027	1.990%	1.990%				4.000%	2.160%	3.570%	3.750%	1.744%	4.000%		
2028						4.000%		3.570%	3.750%	1.985%	4.000%		
2029						4.000%			3.750%	2.095%	4.000%		
2030						3.000%				2.245%	4.000%		
2031						3.000%				2.345%	4.000%		
2032						3.000%				2.435%	4.000%		
2033										2.535%	4.000%		
2034										2.635%	4.000%		
2035										2.735%	4.000%		
2036										3.090%	4.000%		
2037										3.090%	4.000%		
2038										3.090%	4.000%		
2039										3.090%	4.000%		
2040										3.090%	4.000%		
2041											4.000%		
2042													
2043													
2044													

GENERAL OBLIGATION DEBT

Woodbury County, Iowa

Interest Only

Fiscal Year	Series 2017	Series 2017	Series 2019	Series 2020	Series 2021	Series 2021	Series 2022A	Series 2023A	Series 2024A	Series 2020	Series 2021	FUTURE	FUTURE	Interest Total
2024	29,591	7,960	3,560	5,004	9,072	301,250	41,748	64,145	-	568,688	986,200	-	-	2,017,218
2025	22,193	5,970	-	2,502	6,048	269,650	31,311	54,264	30,667	554,953	950,400	-	-	1,927,958
2026	14,795	3,980	-	-	3,024	236,850	20,874	40,698	24,000	539,861	913,000	-	-	1,797,082
2027	7,398	1,990	-	-	-	202,850	10,437	27,132	18,000	520,812	874,200	-	-	1,662,819
2028	-	-	-	-	-	167,450	-	13,566	12,000	499,710	833,800	-	-	1,526,526
2029	-	-	-	-	-	130,650	-	-	6,000	475,195	791,800	-	-	1,403,645
2030	-	-	-	-	-	92,250	-	-	-	448,798	748,200	-	-	1,289,248
2031	-	-	-	-	-	62,400	-	-	-	419,950	702,800	-	-	1,185,150
2032	-	-	-	-	-	31,650	-	-	-	389,113	655,600	-	-	1,076,363
2033	-	-	-	-	-	-	-	-	-	356,241	606,600	-	-	962,841
2034	-	-	-	-	-	-	-	-	-	321,385	555,600	-	-	876,985
2035	-	-	-	-	-	-	-	-	-	284,231	502,400	-	-	786,631
2036	-	-	-	-	-	-	-	-	-	244,574	447,200	-	-	691,774
2037	-	-	-	-	-	-	-	-	-	198,533	389,800	-	-	588,333
2038	-	-	-	-	-	-	-	-	-	151,101	330,000	-	-	481,101
2039	-	-	-	-	-	-	-	-	-	102,125	267,800	-	-	369,925
2040	-	-	-	-	-	-	-	-	-	51,758	203,200	-	-	254,958
2041	-	-	-	-	-	-	-	-	-	-	136,000	-	-	136,000
2042	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total:	73,976	19,900	3,560	7,506	18,144	1,495,000	104,371	199,805	90,667	6,127,026	10,894,600	-	-	19,034,555

Abatement

Woodbury County, Iowa

Principal & Interest

Fiscal Year	LEC Lease	TIF	Total
	Payments Series 20&21	Series 2021	
2023	3,614,888	1,091,250	4,706,138
2024	3,620,353	1,089,650	4,710,003
2025	3,617,861	1,086,850	4,704,711
2026	3,615,012	1,087,850	4,702,862
2027	3,618,510	1,087,450	4,705,960
2028	3,616,995	1,090,650	4,707,645
2029	3,616,998	1,087,250	4,704,248
2030	3,617,750	1,087,400	4,705,150
2031	3,619,713	1,086,650	4,706,363
2032	3,612,841	0	3,612,841
2033	3,616,985	0	3,616,985
2034	3,616,631	0	3,616,631
2035	3,616,774	0	3,616,774
2036	3,618,333	0	3,618,333
2037	3,621,101	0	3,621,101
2038	3,614,925	0	3,614,925
2039	3,609,958	0	3,609,958
2040	3,536,000	0	3,536,000
2041	0	0	0
2042	0	0	0
2043	0	0	0
Total:	65,021,626	9,795,000	74,816,626

UMB FINANCIAL SERVICES, INC.
MUNICIPAL ADVISOR ENGAGEMENT LETTER

Name of Appropriate Official/Officer:

Nathan Summers, Senior Vice President, Public Finance

Municipal Entity/Obligated Person Name:

Woodbury County, Iowa / Matthew Ung, Chairman

UMB FINANCIAL SERVICES, INC. (“Municipal Advisor”) appreciates the opportunity to serve as municipal advisor to **Woodbury County, Iowa** (“Client”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the “Effective Date”).

1. Scope of Services.

(a) *Services to be provided.* Municipal Advisor is engaged by Client as its municipal advisor to provide the services with respect to the issuances of municipal securities (“Issues”) or municipal financial products (“Products”) set forth in **Appendix A** (the “Scope of Services”).

(b) *Limitations on Scope of Services.* The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

(iv) If Client has designated Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in

the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor's prior written consent.

(v) Municipal Advisor is engaged as an independent contractor and will accomplish the services under this Agreement in such capacity. Client will have no control or supervisory powers as to the detailed manner or method of Municipal Advisor's performance of the services under this Agreement.

(c) *Amendment to Scope of Services.* The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. Municipal Advisor's Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice regarding any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Municipal Advisory Client Education and Protection Notification. MSRB Rule G-10(d) requires that Municipal Advisor provide you with the following information:

(a) UMB Financial Services, Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board;

(b) The website address for the Municipal Securities Rulemaking Board is <https://www.msrb.org/>; and

(c) A municipal advisory client brochure is posted and available on the website of the Municipal Securities Rulemaking Board that describes the protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority

4. Term of this Engagement. The term of this Agreement begins on the Effective Date and shall continue unless earlier terminated as provided below.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

Upon receipt of such termination notice, Municipal Advisor and Client shall mutually determine the scope of work reasonably expected to be completed prior to the termination date, for which Client shall be liable for payment. Upon payment for work performed through the termination date, Municipal Advisor shall deliver to Client any requested studies, reports, documents, specifications, calculations, plans, estimates, summaries and other information and materials accumulated in performing this Agreement. Client shall pay Municipal Advisor for all work and services rendered up to the termination date, in accordance with the terms, limits and conditions of this Agreement.

5. Compensation.

(a) ***Fees and expenses.*** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth in **Appendix B** hereto.

(b) ***Limitation of liability.*** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. Client further agrees that Municipal Advisor's total liability under this Agreement, for any reason, including but not limited to, any alleged negligence by or of Municipal Advisor, shall be limited to the amount of liability insurance coverage maintained by the Municipal Advisor. The current insurance certificate is as set forth in **Appendix C** hereto.

No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with

any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

6. Non-Exclusive Services. Client understands and agrees that Municipal Advisor and its affiliates may perform, among other things, brokerage, investment advisory, or consulting services for other clients. Client recognizes that Municipal Advisor and its affiliates may give advice and take action in the performance of its duties for such other clients (including those who may have similar municipal advisory issues) that may differ from the services provided, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall impose upon Municipal Advisor or any of its affiliates any obligation to provide the services in the same manner as they may provide services to any of their other clients. Municipal Advisor will not use information provided by the Client for the benefit of any other client or to the disadvantage of the Client.

7. Confidentiality. Both parties agree and acknowledge that, except as required by law, each party will treat as confidential all non-public information of the other party ("Confidential Information"). Neither party shall disclose or use such Confidential Information other than to accomplish the purposes of this Agreement. Each party also understands that it is responsible for complying with applicable state and federal laws as well as any applicable regulatory agency and self-regulatory organization rules and regulations pertaining to the protection of client information.

8. Required Disclosures. MSRB Rule G-42 requires that Municipal Advisor provide Client with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

9. Waiver of Jury Trial. EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

10. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Iowa.

11. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

12. Entire Agreement. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed.

This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

13. Severability. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. No Third-Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

15. Authority. The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have Client's authority to direct Municipal Advisor's performance of its activities under this Agreement:

Name: Matthew Ung

Title: Chairman

Name: Heather Satterwhite-Van Sickle

Title: Executive Secretary/Public Bidder

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

UMB FINANCIAL SERVICES, INC. ("Municipal Advisor")

By: 

Title: Senior Vice President

Date: January 2, 2025

ACCEPTED AND AGREED:

WOODBURY COUNTY, IOWA (“Client”)

By: _____

Title: _____

Date: _____

**APPENDIX A –
SCOPE OF SERVICES**

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to the planned issuance of Client’s bonds to be issued from time to time during the term of this Agreement.

New Issues. Provide some or all of the following services with respect to Client’s new Issue(s):

- Evaluate alternative financing structures with respect to the proposed new Issue
- Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue
- Assist Client in establishing a plan of financing
- Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue
- Prepare the financing schedule
- Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum
- Consult and meet with representatives of Client and its agents or consultants with respect to the Issue
- Attend meetings of Client’s governing body, as requested
- Advise Client on the manner of sale of the Issue
- Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement
- If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
- If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
- Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
- Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent
- In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client’s selection of a winning bidder
- In a negotiated sale, assist Client in the selection of underwriters
- At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
- In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review

the order book, advise on the acceptability of the underwriter's pricing and offer to purchase

- Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
- Review required underwriter disclosures to Client
- Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
- Respond to questions from bidders, underwriters or potential investors
- Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
- Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue
- Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
- Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
- Provide such other usual and customary financial advisory services as may be requested by Client

**APPENDIX B –
COMPENSATION**

Fees for the services provided by Municipal Advisor to Client under this Agreement and the manner for payment of expenses incurred by Municipal Advisor in the course of performing its services are as set forth below:

1. Appendix A – Capital Markets Advisory Services

\$15,000 plus \$3.00 per thousand of the par amount of bonds issued

DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR UMB FINANCIAL SERVICES, INC.

This Disclosure Statement is provided by **UMB FINANCIAL SERVICES, INC.** (“Municipal Advisor”) to **Woodbury County, Iowa** (“Client”) in connection with the Municipal Advisor Engagement Letter dated **January 2, 2025** (“Agreement”) and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide their clients with disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of Municipal Advisor’s conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to Municipal Advisor’s financial or other interests. In addition, because Municipal Advisor is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Municipal Advisor’s municipal advisory supervisory structure, leveraging its long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. UMB Bank, n.a., an affiliate of Municipal Advisor (“Affiliate”), has or is expected to provide certain services or products to or on behalf of Client that is directly related to Municipal Advisor’s activities within the Scope of Services under this Agreement. In particular, Affiliate may trade in Client’s municipal securities or provide funding to Client or purchasers of Client’s municipal securities. Affiliate’s business with Client could create an incentive for

Municipal Advisor to recommend to Client a course of action designed to increase the level of Client's business activities with Affiliate or to recommend against a course of action that would reduce or eliminate Client's business activities with Affiliate. If Municipal Advisor makes a recommendation to Client that could influence the level of business with Affiliate, Municipal Advisor will consider alternatives to such recommendation, which will be disclosed to Client along with the impact that the recommendation and its alternatives would have on the business activities of Client with Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to its own comprehensive regulatory regime as a national bank under the applicable federal banking laws under which it operates.

II. Compensation-Based Conflicts. If the fees due under this Agreement are based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above, including our duty of loyalty to Client. in performing all municipal advisory activities for Client.

Alternatively, if the fees due under this Agreement are in a fixed amount established at the outset of the Agreement, the amount is usually based upon an analysis by Client and Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Alternatively, if the fees due under this Agreement are based on hourly fees of Municipal Advisor's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

III. Other Municipal Advisor or Underwriting Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal

entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. Municipal Advisor fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

IV. Broker-Dealer and Investment Advisory Business. Municipal Advisor is a broker-dealer and registered investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Municipal Advisor that operate independently from Municipal Advisor's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

V. Secondary Market Transactions in Client's Securities. Municipal Advisor or its affiliates such as UMB Bank, n.a., in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore Municipal Advisor could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. Municipal Advisor or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Municipal Advisor or its affiliates that operate independently from Municipal Advisor's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

VI. Reserved.

VII. Solicitors/Payments Made to Obtain/Retain Client Business

MUNICIPAL ADVISOR neither utilizes solicitors to secure municipal advisor engagements, nor make direct or indirect payments to obtain or retain municipal advisory engagements with Client.

VIII. Payments from Third Parties

MUNICIPAL ADVISOR does not receive any direct or indirect payments from third-parties to enlist MUNICIPAL ADVISOR's recommendation to the Client of third-party services, any municipal securities transaction or any municipal financial product.

IX. Payments/Fee-Splitting Arrangements

MUNICIPAL ADVISOR does not share fees with any unaffiliated parties that provide services to the Client. However, within a joint proposal with other professional service providers, MUNICIPAL ADVISOR could be the contracting party, or be a subcontractor to the contracting party resulting in a fee splitting arrangement. IN such cases, the fee due MUNICIPAL ADVISOR will be identified in a Municipal Advisor Disclosure and not other fees will be paid to MUNICIPAL ADVISOR from any of the other participating professionals in the joint proposal.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide clients with certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. How to Access Form MA and Form MA-I Filings. Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000780789>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Municipal Advisor's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Municipal Advisor's CRD number is 17073.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: January 2, 2025

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

Date: December 27, 2024 Weekly Agenda Date: 01/07/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: <u>Kevin Grieme- Siouxland District Health</u>		
WORDING FOR AGENDA ITEM:		
<div style="border: 1px solid black; padding: 5px;">Approve FY24 CIP project for sidewalk replacement at 1014 Nebraska St.</div>		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Public Hearing <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input type="checkbox"/>

EXECUTIVE SUMMARY:

This is for replacment of the sidewalk on the northside of Siouxland District Health Department. It was originally submitted for an anticipated cost of \$55,000, but bids came in at \$25,545.

BACKGROUND:

This was a submission for the FY24 CIP project listing that had been approved, and has not been completed. We received a bid that was less than half of the original estimate and would like to get this project completed this spring. The recommended bid changes the width from a 9' to a 5' width, with a grass berm between the sidewalk and building, to eliminate the need for caulking next to the bldg.

FINANCIAL IMPACT:

FY24 CIP - \$25,545

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

Yes No

RECOMMENDATION:

To approve AG Construction, Inc option 2 bid in the amount of \$25,545 for the removal and installation of a new sidewalk.

ACTION REQUIRED / PROPOSED MOTION:

Approve the bid from AG Construction, INC Option #2 in the amount of \$25,545.

AG Construction, Inc.
Manager: Alfredo Galvez
1612 S Maple St
Sioux City, Iowa 51106

FEN: 46-5100024
Cell Phone 712-490-5681

Siouxland District Health

INVOICE

Description	Quantity
11/19/2024	
Option 1 Approximately Remove and Replace 2994 SF of Concrete Sidewalks Includes 2 ADA 6 x 2 Mats It would be poured back 6" thick we can do it 4" thick and we can deduct the difference All materials and Labor Included Includes crushed concrete to bring to level Total:	<u>\$ 27,449.00</u>
Option 2 Approximately Remove 2994 SF of Concrete Sidewalks Approximately Replace 2773 SF of Concrete Sidewalks It would be poured back 6" thick we can do it 4" thick and we can deduct the difference Includes 2 ADA 6 x 2 Mats Includes dirt work or crushed concrete if necessary Includes seeding for grass when concrete will be removed and not replaced All labor and materials Included No Rebar included any rebar will be additional Total:	<u>\$ 25,545.00</u>

Thank you!

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

Date: 12/30/2024 Weekly Agenda Date: 1/07/2025

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Law Enforcement Center (3701 28th St.) Elevators Service Contract

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:

Building Services Department is responsible for the Operations, Maintenance, & Services at the new LEC. An Elevator Service Contract is necessary to provide continuous operations.

BACKGROUND:

Building Services contacted Kone Elevator to provide a Service Contract on Elevators #1 thru #6. The 3-year term contract will provide preventive maintenance, service, and reporting documentation to provide to the State of Iowa Corrections as required during annual inspection approval process.

FINANCIAL IMPACT:

LEC Annual Budget- Account 9113
Elevators (6 total) Annually- \$34,362.00
3-Year Term Total = \$103,086.00

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:

Motion & Approval of Kone 3-year term LEC Elevator Contract Dated November 26th, 2024

ACTION REQUIRED / PROPOSED MOTION:

Motion to Approve Kone 3-Year Term Elevator Contract Dated November 26th, 2024

The background of the entire page is a nighttime photograph of a city skyline, likely Chicago, with numerous skyscrapers illuminated. Overlaid on this is a network of glowing blue lines and dots, suggesting a digital or data network. The lines curve across the sky, connecting various points.

KONE CARE™ 24/7 CONNECT

KONE Care™ Maintenance Agreement

Prepared for: Woodbury County - Kenny Schmitz

Date: November 26, 2024

Issued by: Krystle Richards

November 26, 2024
Woodbury County Law Enforcement Center
620 Douglas St.
620 Douglas St., Iowa, 51101

KONE

2511 W. 5th Street
Sioux Falls, SD 57104
Phone: (605) 501-7295
Fax: (605) 332-0904
Krystle.Richards@kone.com

Attn: Kenny Schmitz

Re: KONE Care™ Maintenance Agreement
Woodbury County Law Enforcement Center

Dear Kenny Schmitz,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Woodbury County Law Enforcement Center.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services.. Please let me know if you would like to learn more about this service.

Upon your approval, return a signed copy to your KONE representative. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at (605) 501-7295.

Respectfully,

Krystle Richards
Sr. Sales Consultant
KONE



Purchaser ("Purchaser"):
 Woodbury County
 620 Douglas St.
 Sioux City, Iowa, 51101

Service Location ("Premises"):
 Woodbury County Law Enforcement Center
 620 Douglas St.
 620 Douglas St., Iowa, 51101

KONE Inc. ("KONE")
 2511 W. 5th Street
 Sioux Falls, SD 57104

TENDER DATE: 11/26/2024

EFFECTIVE DATE: 01/01/2025

EXTENDED WARRANTY SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Count
KONE	Elevator	MRL	6

2. SERVICES

KONE will perform 4 maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement.

A. Traction Elevators

1. **Control System**
 System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
2. **Hoistway and Pit Equipment**
 All elevator control equipment and buffers.
3. **Rails and Guides**
 Guide rails, guide shoe gibs, and rollers
4. **Wiring**
 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
5. **Door Equipment**
 Hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
6. **Manual Freight Door Equipment**
 Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
7. **Power Freight Door Equipment**
 Relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
8. **Signals and Accessories**
 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
9. **Car Equipment**
 All elevator control system components on the car.
10. **Major Parts Coverage**
 Hoist Ropes, Selector Assembly, Sheaves, Door Operator System, Traveling Cables, Drive Unit, Hoist Machine:MX;Gear;Gearless
11. **KONE 24/7 Emergency Communications**
 All KONE 24/7 Emergency Communications devices and components.

3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible

for providing documentation onsite, as all reporting and testing records are available digitally.

4. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. **SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable. (See Attachment A page)

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

Regular Time Coverage - (#1 Elevator ; #2 Elevator ; #3 Elevator ; #5 Elevator ; #4 Elevator ; #6 Elevator)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

Overtime Portion Coverage - (#1 Elevator ; #2 Elevator ; #3 Elevator ; #5 Elevator ; #4 Elevator ; #6 Elevator)

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

6. **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. **EXCLUSIONS**

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; batteries for emergency lighting and lowering devices; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASME A17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. THIRD PARTY SERVICES

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERMS AND CONDITIONS

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of THREE (3) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of THREE (3) years. Either party may terminate this Agreement at the end of the initial THREE (3) year term or at the end of any subsequent THREE (3) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$200 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, cost of materials, changes to government regulations, other administrative costs, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

8. INSURANCE AND INDEMNIFICATION

KONE will provide its standard certificate of insurance.

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

12. VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the Premises as set forth on Page 1.

13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. MISCELLANEOUS


The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

PRICE

\$2,863.50 per month payable by Purchaser annually in advance (\$34,362.00 per annual installment). If Purchaser does not sign this Agreement within 45 days after the tender date above, KONE reserves the right to submit a revised price.

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$2,863.50 per month	

Woodbury County



(Signature of Authorized Representative)

(Print Name)

Title

Date

Respectfully submitted,

Krystle Richards

KONE Inc.



(Approved by) Authorized Representative

Sr. Sales Consultant

Title

12/30/2024

Date

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. #1 Elevator

CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.

Firefighter Safety Testing - 3 Month Intervals - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on quarterly preventative maintenance visits. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.

2. #2 Elevator

CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.

Firefighter Safety Testing - 3 Month Intervals - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on quarterly preventative maintenance visits. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.

3. #3 Elevator

CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.

Firefighter Safety Testing - 3 Month Intervals - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on quarterly preventative maintenance visits. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.

4. #5 Elevator

CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.

Firefighter Safety Testing - 3 Month Intervals - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on quarterly preventative maintenance visits. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.

5. #4 Elevator

CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.

Firefighter Safety Testing - 3 Month Intervals - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on quarterly preventative maintenance visits. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.

6. #6 Elevator

CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.

Firefighter Safety Testing - 3 Month Intervals - The Firefighter's Service Test (necessary records) as required by applicable code will be completed on quarterly preventative maintenance visits. Most jurisdictions allow ownership or management to perform and keep records for firefighter's service testing.

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience. Any discontinuance of these services for any reason may not necessarily result in a refund or reduction in price to any maintenance agreement in effect between KONE and the Purchaser, if applicable.

KONE shall perform the selected Value-Added Service (each a "service" and together the "services") substantially as set forth and authorized below:

1. Emergency Video Communication (EVC)

Emergency Video Communication includes hardware that enables two-way audio and text-based communication between the elevator cab and a call center, which can visually observe passengers in the cab during an emergency.

Conditions:

1. If Customer uses KONE's Customer Care Center, the contact list form must be completed prior to programming the phones. Purchaser may select a different call monitoring center, in which case KONE will have no responsibility for monitoring, receiving, answering, or maintaining any communications from the elevator cab, or for troubleshooting errors or service interruptions. Purchaser assumes all liability with respect to such communications, including any responsibility for retaining chat and voice logs and managing access rights for any users of the system receiving communications from the elevator car, as well as any other actions required by code or applicable law. KONE disclaims all liability for claims, losses, personal injury, and death for a lack of, or deficient, response to communications with the elevator car.
2. The customer must provide a LAN network with internet service for the Emergency Video Communications solution to connect with Cloud services. The network should support a 4-hour power backup and DHCP service for devices. A router may be required for network interconnection. However, router delivery and configuration, as well as cables connecting solutions to the LAN network, are not included in KONE's scope. The provided cables must reach the solution's installed location. Specific network requirements will be detailed separately.
3. For KONE's Emergency Video Communication, upon expiration, termination, or cancellation of this Proposal or this contract for services, as applicable, to retain access to the communications portal, cloud connectivity, software support and other items necessary to maintain the emergency communications functionality of each unit, Purchaser shall pay KONE \$50 per month, per unit of wirelessly connected equipment ("Connectivity Fee"). KONE will invoice Customer the annual amount of the Connectivity Fee in advance.
4. All services, maintenance, updates and repairs of the hardware or other equipment will be charged and payable at the then-applicable

rates for hourly labor, materials, service, and travel time and expenses.

5. For non-payment of the Connectivity Fee or other charges, KONE will terminate the services upon thirty (30) days' advance notice. In such event, KONE will have no responsibility for monitoring, receiving, or maintaining any communications from the elevator cab or for troubleshooting errors or service interruptions.
6. Purchaser assumes all liability with respect to communications transmitted over the Emergency Video Communications, including any responsibility for retaining chat and voice logs and managing access rights for any users of the system receiving communications from the elevator car, as well as any other actions required by code or applicable law. Purchaser shall indemnify, defend and hold harmless KONE from and against all loss or damages, however arising or categorized, including but not limited to personal injury and death or property damage, and for any claim or demands therefor resulting from or arising out of the Emergency Communications system and/or emergency response, except for claims caused by the sole negligence of KONE.

2. KONE Emergency Phone Monitoring (KRMS)

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center (KC3) and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least (2) of its representatives for the KONE service Center to contact on a 24-hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also phone number(s) and/or extension(s) for the phone(s) being programmed.
4. **Upon termination of any reason of Emergency Phone Monitoring, no further phone services will be provided, the Purchaser is responsible for immediately reprogramming the phone to dial to a location other than a KONE designated phone number.**

3. KONE 24/7 Connected Services (24/7 CS)

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs.

Conditions:

1. The remote monitoring device may be a built-in component of a new KONE elevator or installed later for the equipment. Through the 24/7 Connected Services, KONE collects, exports, and uses data generated by the equipment. KONE exclusively owns such data, the software and device used to gather and process it. Purchaser has no ownership or proprietary rights therein. Purchaser will not use the 24/7 Connected Services device, except in connection with the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.
2. Purchaser consents to KONE using the data collected from 24/7 Connected Services, together with any associated site or equipment-related descriptors, in its marketing materials. Including but not limited to social media, testimonials, case studies, brochures, videos, and other promotional materials, either during or after the term.
3. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Indicators or predictors will be reviewed for the need for immediate service, for inspection at the regular maintenance visit, or otherwise addressed at the sole discretion of KONE. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day.
4. In the event the 24/7 Connected Services are not provided for any reason, KONE will not necessarily pay refunds, credit, or other consideration to Purchaser, or adjust or reduce any pricing for any maintenance or service agreement, if applicable.
5. Should the Agreement expire or terminate, the Services, including phone services or data collection, will no longer be provided. Purchaser will provide KONE with access to the site to remove any device used for the collection of equipment data, in KONE's discretion. In such event, KONE shall have no obligation to collect, export, or analyze any data, or to provide the source code of any software in object code form. This provision shall survive the expiration or termination of the Agreement.
6. If the Customer uses its own SIM card, network connection, or connectivity (via wireless or wired) for the data transfer required by the Services, KONE shall not be liable for any costs of data transfer. In no event shall KONE be liable for any losses due to disruption in service. KONE does not warrant the services will be provided error-free or uninterrupted.

4. The KONE Care Values Added Services are performed on the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect	Emergency Video Communication
#1 Elevator	44663924		X	X	X
#2 Elevator	44663925		X	X	X
#3 Elevator	44663926		X	X	X
#5 Elevator	44663928		X	X	X
#4 Elevator	44663927		X	X	X
#6 Elevator	44663929		X	X	X

5. **KONE MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.**

Attachment "A"
Amendments to Service Agreement

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

In regards to the SERVICE REQUESTS (CALLBACKS section:

Woodbury County Building Services & Woodbury County Sheriff Office are the only authorized personnel to create callouts.

In regards to the PRICE ADJUSTMENTS section:

All annual escalations shall be capped at 5%

EXTENDED TERM SAVINGS OPTION It is agreed that in consideration of Purchaser's selection of one of the extended contract terms set forth below, KONE will apply, upon acceptance of this agreement by Purchaser, the appropriate savings discount to the contract price throughout such contract term and all term periods subsequent thereto.

Extended Term	Discount %	Extended Term Pricing	Initial to Select
Three (3) years	0%	\$2863.50 per month	
Five (5) years	4%	\$2748.96 per month	
Seven (7) years	5%	\$2720.33 per month	

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
6		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

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

Date: 01/02/2025 Weekly Agenda Date: 01/07/2025

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

WORDING FOR AGENDA ITEM:

Consider approval of Farm Lease Cash Rent for the Briese Farm

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

A rental contract with Kyle Schneckloth is being presented to the Board for approval of the Briese farm for 3 crop years from March 1, 2025 to December 1, 2027.

BACKGROUND:

Kyle Schneckloth submitted a successful bid for the rental of 41 acres of farm ground adjacent to the county gravel pit on the former Briese property southwest of Correctionville.

FINANCIAL IMPACT:

The rental of the farm acreage is revenue for the Secondary Road Department to offset the purchase of the gravel pit property.

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

Yes No

RECOMMENDATION:

I recommend that the Board approve the Farm Lease Cash Rent with Kyle Schneckloth for 3 crop years from March 1, 2025 to December 1, 2027.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Farm Lease Cash Rent with Kyle Schneckloth for 3 crop years from March 1, 2025 to December 1, 2027.

FARM LEASE CASH RENT

THIS LEASE ("Lease") is made between Woodbury County, Iowa, Board of Supervisors ("Landlord"), and **Kyle Schneckloth**, ("Tenant") whose address is 1516 Wayside Avenue, Cushing, IA 51018.

THE PARTIES AGREE AS FOLLOWS:

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

41 acres of tillable land of Woodbury County property located in Sections 1, Township 88 N, Range 43 W, Kedron Township, Southeast of Iowa Highway 31 and described legally as follows:

Lots 3, 4, 5 of Briese 1st Addition to Woodbury County, Iowa according to plat thereof; and Parcel C of Government Lot 10 of Section 1, Township 88 North, Range 43 West of the 5th PM, Woodbury County, Iowa; and Parcel B of Government Lot 3 of Section 1, Township 88 North, Range 43 West of the 5th P.M., Woodbury County, Iowa.

Said Real Estate containing 41 tillable acres, more or less, with possession by Tenant for a term of 3 crop years to commence on the 1st day of March, 2025, and end on the 1st day of December, 2027. At the expiration of this lease Tenant will yield possession to Landlord without further notice in as good condition as when the Real Estate was entered upon by the Tenant.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash Rent of \$16,400.00 payable as follows:

One-half (1/2) of the total Rent equaling \$8,200.00 due on March 1 of each contract year, and the remaining one-half (1/2) equaling \$8,200.00 due on December 1 of each contract year. All Rent is to be paid in person or by mail to Landlord at the Woodbury County Engineer's Office at 759 E. Frontage Road, Merville, IA 51039. Rent must be in Landlord's possession on or before the due date. All sums past due under this Lease shall draw interest at ten percent per annum, payable from the date they become due.

3. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND

GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required

environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all the manure and compost from the farming operation suitable to be used.

Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock. Tenant shall not keep livestock on the property without Landlord's written consent. Landlord may withhold consent for any reason.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs, if applicable.

4. ENVIRONMENTAL. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to ensure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil to suppress dust on any roads on or near the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

5. TERMINATION OF LEASE. Landlord intends to terminate Lease at the expiration of its term. The tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law (Iowa Code § 562.7).

6. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

7. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

8. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

9. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

10. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

11. NO AGENCY. Tenant is not an agent of the Landlord.

12. ATTORNEY FEES AND COURT COSTS. If Landlord prevails in a proceeding to enforce any of the terms of this Lease, Landlord shall be entitled to recover its court costs and reasonable attorneys' fees from the Tenant.

13. CHANGE IN LEASE TERMS. This Lease contains the entire agreement between the parties. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

14. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

15. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 6, which shall be governed by the Code of Iowa.

16. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

DATED: _____, 2019.

TENANT:

LANDLORD:

Kyle Schneckloth
1516 Wayside Avenue
Cushing, IA 51018

Matthew Ung
Chairperson, Board of Supervisors
Woodbury County, Iowa

STATE OF IOWA: }
 }ss.
WOODBURY COUNTY}

This instrument was acknowledged before me on _____, 2025, by Kyle Schneckloth.

Notary Public for State of Iowa

This instrument was acknowledged before me on _____, 2025, by Matthew Ung, Chairperson of Board of Supervisors, Woodbury County, Iowa.

Notary Public for Woodbury County,
State of Iowa

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

Date: 01/02/2025 Weekly Agenda Date: 01/07/2025

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

WORDING FOR AGENDA ITEM:

Consider a resolution to establish speed limits on Elk Creek Rd

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

A resolution establishing a new speed limit on Elk Creek Road east of Old Lakeport Road.

BACKGROUND:

The County Engineer has completed a speed study for Elk Creek Road east of the Old Lakeport Road. A 35 mph speed limit is recommended for the first 1200' east of the roundabout then a 45 mph speed limit southeasterly to the end of the pavement. The resolution is presented for the board's approval. Please see map.

FINANCIAL IMPACT:

Cost of signs and labor to install only. Less than \$500 for time and material.

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

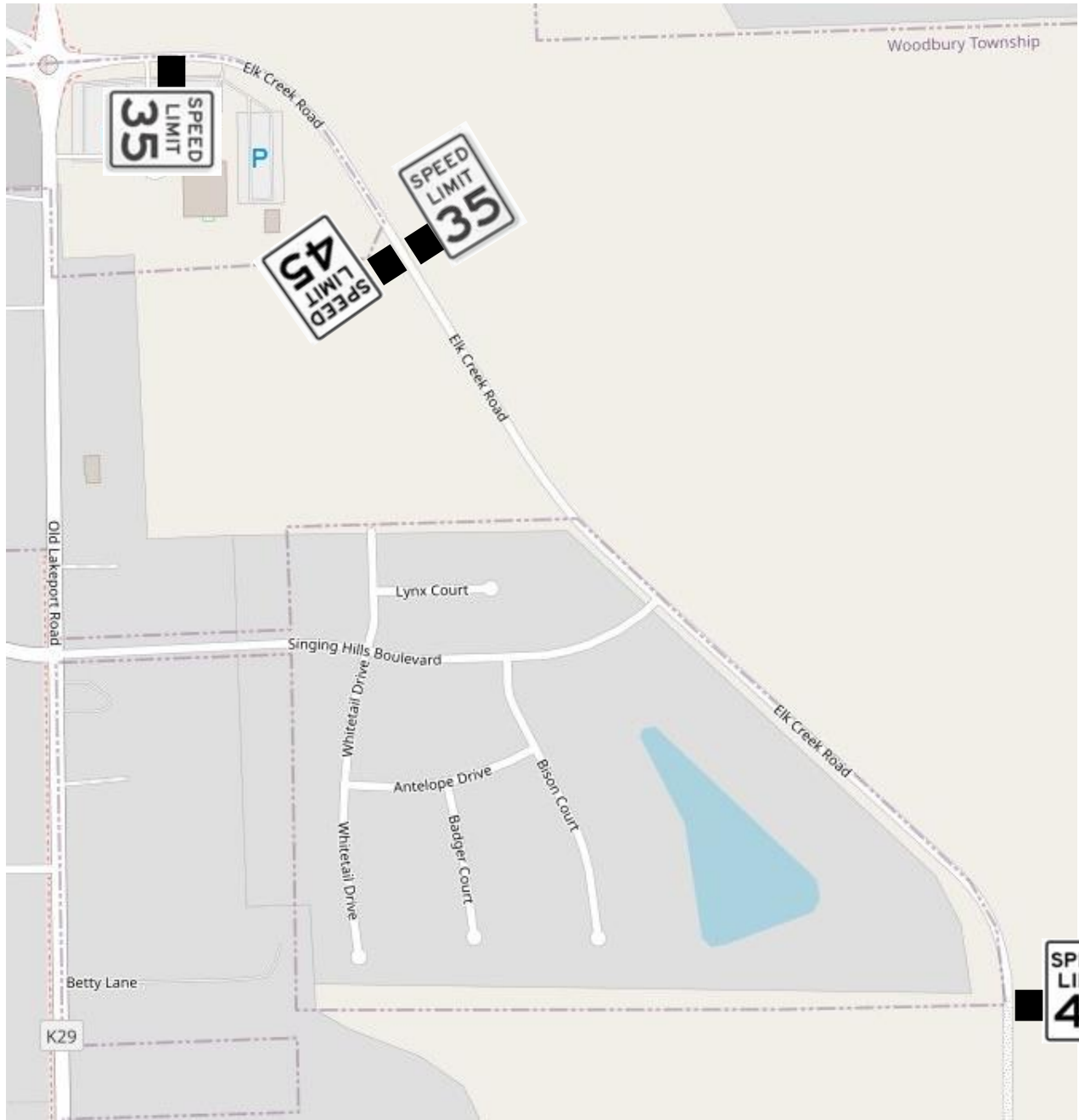
Yes No

RECOMMENDATION:

I recommend that the Board approve the speed limit resolution for Elk Creek Road.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution establishing speed limits on Elk Creek Road.



Elk Creek Road – Speed Limit

SPEED LIMIT RESOLUTION
ELK CREEK ROAD
RESOLUTION NO. _____

WHEREAS: The Board of Supervisors of Woodbury County is empowered under the authority of sections 321.255 and 321.285, subsection 4 of the Code of Iowa to determine upon the basis of an engineering and traffic investigation conducted by the County Engineer that the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS: Such investigation has been requested and completed and the County Engineer has reached an opinion concerning the reasonable and proper speed for the road listed herein,

NOW, THEREFORE BE IT RESOLVED, by the Woodbury County Board of Supervisors that the following speed limit be established, and appropriate signs erected at the locations described as follows:

- 1) Beginning at the intersection of Old Lakeport Road, then easterly 1200 feet, a speed limit of 35 miles per hour is established.
- 2) Beginning 1200 feet easterly of the intersection of Old Lakeport Road then southeast to the end of the pavement, a speed limit of 45 miles per hour is established.

Speed limit shall be effective when appropriate signs giving notice of the speed limits are erected.

Passed and approved this 7th day of January 2025 by the Woodbury County Board of Supervisors.

Daniel A. Bittinger II, Chairperson

Matthew A. Ung, Member

Kent Carper, Member

David Dietrich, Member

Mark Nelson, Member

Recommended:

ATTEST:

Laura Sievers, PE Woodbury County Engineer

Michelle Skaff, Woodbury County Auditor

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

Date: 12/31/24 Weekly Agenda Date: 1/7/25

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

WORDING FOR AGENDA ITEM:

Approval of the appointment of Steve Corey to the Woodbury County Zoning Commission for a five-year term (2025 to 2029).

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item requests for the Board to consider appointing one (1) applicant from the candidate pool to the Woodbury County Zoning Commission for a 5-year term (2025 to 2029).

BACKGROUND:

Steve Corey meets the requirements to serve and his references have been contacted.

Applicant: Application Enclosed.

- Corey, Steve, 1757 290th St., Salix, IA 51052, 712-389-0717

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Approve the appointment of Steve Corey to the Woodbury County Zoning Commission for a five-year term (2025 to 2029).

ACTION REQUIRED / PROPOSED MOTION:

Approval of the appointment of Steve Corey to the Woodbury County Zoning Commission for a five-year term (2025 to 2029).

4. Planning and Zoning Commission.

- A. Establishment. Pursuant to Chapter 335 of the Code of Iowa, a County Zoning Commission, consisting of five members, as previously established, is hereby continued.
- B. Appointment and membership
 - (1) The members of the Zoning Commission shall be appointed by the Board of Supervisors for terms of five years. Terms of Commissioners shall be staggered so that no more than two memberships expire on December 31 of any year. Vacancies shall be filled in the same manner for the remainder of an expired term.
 - (2) Members of the Zoning Commission shall consist of eligible electors, as defined by Iowa Code section 39.3, who reside within the area regulated by the County Zoning Ordinance and shall not be officers or employees of any agency or department of the County. Iowa law requires all appointive boards, commissions, committees, and councils of a political subdivision to be gender balanced by using a fair and unbiased method of selecting the best qualified applicants. The Board of Supervisors may appoint any qualified applicant, regardless of gender, after making a three-month good faith effort to appoint a gender balanced Commission.
 - (3) Members of the Zoning Commission shall serve without compensation but may be reimbursed for the actual expenses incurred while performing their official duties, which shall be subject to the approval of the Board of Supervisors.
 - (4) Any member of the Zoning Commission may be removed for cause by the Board of Supervisors following a public hearing on written charges. Cause for removal may be found by the Board of Supervisors in any action or condition which it determines to be detrimental to the proper functioning of the Commission, including conflicts of interest, violations of laws or regulations pertaining to the role of the Commission, failing to carry out the duties of a member of the Commission, including failure to attend 50% or more regular meetings in any twelve month period, or other conduct which casts doubt upon the integrity or effectiveness of the member.
- C. Rules of Procedure. The Commission shall organize itself and shall adopt and maintain, subject to the approval of the Board of Supervisors, Rules of Procedure in conformance with the provisions of this ordinance and the Iowa Code to govern the conduct of its business.
- D. Powers and Duties. The Zoning Commission shall have the following powers and it shall be its duty:
 - (1) To recommend the boundaries of the various districts and appropriate regulations and restrictions to be enforced in the districts within the area regulated by the County Zoning Ordinance;
 - (2) To, with due diligence, prepare a preliminary report and hold public hearings on the preliminary report before submitting the Commission's final report to the Board of Supervisors as provided in the County Zoning Ordinance and Subdivision Regulations;
 - (3) To recommend to the Board of Supervisors amendments, supplements, changes or modifications to the text or Zoning District Map of the County Zoning Ordinance. The Commission's report and any recommendations may include a proposed ordinance or amendments to an ordinance;
 - (4) To recommend to the Board of Supervisors, the adoption of a comprehensive plan pursuant to Iowa Code Section 335.5, or amendments thereto;

- (5) To contract with professional consultants, regional planning commissions, the economic development authority, or the federal government, for local planning assistance, with the approval of the Board of Supervisors.

RECEIVED

APPLICATION FORM FOR WOODBURY COUNTY BOARD/COMMISSION DEC 16 2024

WOODBURY COUNTY BOARD OF SUPERVISORS

Please Return To: Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse, 620 Douglas St., Sioux City, Iowa 51101 Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: http://woodburyiowa.com

Application For: Zoning (Board/Commission) Date: 12/13/24 E-mail Address: happysider@proton.me Name: Steve Coey Address: 1757 290th St. Phone Number: 712-389-0717 Fax Number: Business Phone: Cell Phone: 712-389-0717

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Schneier Sales & Service / Director Rural Citizen of Woodbury County for 31 years Camping, hunting, gardening Working with Emergency Services Director on involved in Woodbury County Supervisor activities Community Training Founding member of The Kings Closet in Sloan

The following questions will assist the Board of Supervisors in its selection.

How much time will you be willing to devote in this position?

As much as it takes to add value to the Commission & the citizens of the county

Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

Please see my comments below. They address both questions

Contributions you feel you can make to the Board/Commission:

I have lived in large urban environments as well as rural. I travel the entire country in my work. I can bring a wide perspective to assist in the planning of growth in the county.

■ **Direction/role you perceive of this Board/Commission:**

I hope to bring a balanced set of insights to this commission

■ **In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?**

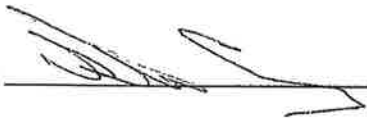
I have a good working relationship with th board.

■ **Please provide two references who may be contacted on your qualifications for this position.**

Name	Address	Phone number	Email address	Relationship
Doyle Turner		712-870-9715	doyleturner@rocketmail.com	Friend
Eric Nelson		712 540-5633	efarnisnelson@gmail.com	Friend

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature



Date

12/13/24

**YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.**

Zoning Commission and Board of Adjustment Advertisement Dates

News Release on County Website (<https://www.woodburycountyiowa.gov/news/>)

- October 1, 2024

Facebook Posts (<https://www.facebook.com/commecondev>)

- October 3, 2024
- October 25, 2024
- November 14, 2024
- December 3, 2024
- December 9, 2024
- December 12, 2024

X (formerly Twitter) Posts (<https://x.com/commecondev>)

- October 3, 2024
- November 14, 2024
- December 3, 2024
- December 9, 2024

Sioux City Journal (Legal Notice)

- October 1, 2024

Danbury Review (Advertisement)

- October 2, 2024

Moville Record (Advertisement)

- October 3, 2024, November 7, 2024

Sergeant Bluff Advocate (Advertisement)

- October 3, 2024, November 7, 2024

Woodbury County Community & Economic Development
December 9 at 2:07 PM · 🌐
<https://tinyurl.com/WoodburyAPP>

Woodbury County Planning & Zoning · 1h · ...

Interesting in serving your community in a new role? Woodbury County continues to accept applications for: Woodbury County Planning & Zoning Commission and Board of Adjustment. Application download: tinyurl.com/WoodburyAPP For questions, please call 712-279-6609. #Iowa #Zoning

WOODBURY COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT
PLANNING & ZONING

COMMISSION & BOARD OPENINGS

NOW ACCEPTING APPLICATIONS FOR
WOODBURY COUNTY

**ZONING COMMISSION &
BOARD OF ADJUSTMENT**

Must be a resident of rural unincorporated Woodbury County

For more information, call 712-279-6609
Application Deadline: December 20, 2024
Applications can be downloaded at
<https://tinyurl.com/WoodburyAPP>

Woodbury County Planning & Zoning @commecondev · Dec 9 · ...

Interesting in serving your community in a new role? Woodbury County continues to accept applications for: Woodbury County Planning & Zoning Commission and Board of Adjustment. Application download: tinyurl.com/WoodburyAPP For questions, please call 712-279-6609. #Iowa #Zoning

WOODBURY COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT
PLANNING & ZONING

COMMISSION & BOARD OPENINGS

NOW ACCEPTING APPLICATIONS FOR
WOODBURY COUNTY

**ZONING COMMISSION &
BOARD OF ADJUSTMENT**

Must be a resident of rural unincorporated Woodbury County

For more information, call 712-279-6609
Application Deadline: December 20, 2024
Applications can be downloaded at
<https://tinyurl.com/WoodburyAPP>

WOODBURY COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

**COMMISSION &
BOARD OPENINGS**

**NOW ACCEPTING
APPLICATIONS FOR**

WOODBURY COUNTY
Zoning Commission &
Board of Adjustment

Must be a resident of
rural unincorporated Woodbury County

For more information,
call 712-279-6609 or visit
woodburycountyiowa.gov

Applications can be downloaded at
<https://tinyurl.com/WoodburyAPP>
Application Deadline: Dec. 2, 2024

Woodbury County Website (woodburycountyiowa.gov)

posted on 10/1/24

posted by [Community & Economic Development \(Planning & Zoning\)](#)

NOW ACCEPTING APPLICATIONS FOR APPOINTMENTS TO THE WOODBURY COUNTY PLANNING AND ZONING COMMISSION AND BOARD OF ADJUSTMENT

To apply, submit a completed application by December 2, 2024, to the Woodbury County Board of Supervisors, Woodbury County Courthouse, 620 Douglas St., Room 104, Sioux City, IA 51101. Applicants must be residents of rural unincorporated Woodbury County. For more information, visit: WoodburyCountyIowa.gov (Committee Pages) or call (712) 279-6609. The application can be downloaded online at: <https://tinyurl.com/WoodburyAPP>

Planning and Zoning Commission (1 Appointment Available)

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Source: https://www.woodburycountyiowa.gov/news/now_accepting_applications_for_appointments_to_the_woodbury_county_planning_and_zoning_commission_and_board_of_adjustment/

AFFIDAVIT OF PUBLICATION

Sioux City Journal
2802 Castles Gate Drive
Sioux City 51106
(712) 293-4250

State of Pennsylvania, County of Lancaster, ss:

Enrique Diaz, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sioux City Journal, printed and published by Journal Communications, in Sioux City in Woodbury County and issued daily and Sunday and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Oct. 1, 2024

NOTICE ID: WNCQ70Q3riPOWGRyV8NZ

PUBLISHER ID: COL-IA-500870

NOTICE NAME: Board_Appointments_10-1-24

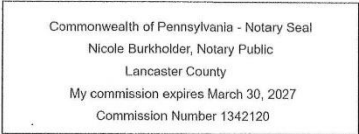
Publication Fee: \$30.45

Enrique Diaz

(Signed)

VERIFICATION

State of Pennsylvania
County of Lancaster



Subscribed in my presence and sworn to before me on this: 10/02/2024

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

NOW ACCEPTING APPLICATIONS FOR APPOINTMENTS TO THE WOODBURY COUNTY PLANNING AND ZONING COMMISSION AND BOARD OF ADJUSTMENT

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COL-IA-500870

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

Date: 12/31/24 Weekly Agenda Date: 1/7/25

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

WORDING FOR AGENDA ITEM:

Approval of the appointment of Larry Fillipi to the Woodbury County Board of Adjustment for a five-year term (2025 to 2029).

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item requests for the Board to consider appointing one (1) applicant from the candidate pool to the Board of Adjustment (BOA) for a 5-year term (2025 to 2029).

BACKGROUND:

One (1) candidate has applied to be considered for service on the Board of Adjustment. The candidate meets the requirements to be approved.

Applicant: Application Enclosed.

- Fillipi, Larry, 2127 Kossuth Ave., Anthon, IA 51004, 712-577-2572

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Approve the appointment of Larry Fillipi to the Woodbury County Board of Adjustment for a five-year term (2025 to 2029).

ACTION REQUIRED / PROPOSED MOTION:

Approval of the appointment of Larry Fillipi to the Woodbury County Board of Adjustment for a five-year term (2025 to 2029).

5. Board of Adjustment.

- A. Establishment. Pursuant to Chapter 335 of the Code of Iowa, a County Board of Adjustment, consisting of five members, as previously established, is hereby continued.
- B. Appointment and membership.
 - (1) The members of the Board of Adjustment shall be appointed by the Board of Supervisors for terms of five years. Terms of the Board shall be staggered so that no more than two memberships expire on December 31 of any year. Vacancies shall be filled in the same manner for the remainder of an unexpired term.
 - (2) Members of the Board of Adjustment shall consist of eligible electors, as defined by Iowa Code section 39.3, who reside within the area regulated by the County Zoning Ordinance and shall not be officers or employees of any agency or department of the County. Iowa law requires all appointive boards, commissions, committees, and councils of a political subdivision to be gender balanced by using a fair and unbiased method of selecting the best qualified applicants. The Board of Supervisors may appoint any qualified applicant, regardless of gender, after making a three-month good faith effort to appoint a gender balanced Board.
 - (3) Members of the Board of Adjustment shall serve without compensation but may be reimbursed for the actual expenses incurred while performing their official duties, which shall be subject to the approval of the Board of Supervisors.
 - (4) Any member of the Board of Adjustment may be removed for cause by the Board of Supervisors following a public hearing on written charges. Cause for removal may be found by the Board of Supervisors in any action or condition which it determines to be detrimental to the proper functioning of the Board, including conflicts of interest, violations of laws or regulations pertaining to the role of the Board, failing to carry out the duties of a member of the Board, including failure to attend 50% or more regular meetings in any twelve-month period, or other conduct which casts doubt upon the integrity or effectiveness of the member.
- C. Rules of Procedure. The Board of Adjustment shall organize itself and shall adopt and maintain, subject to the approval of the Board of Supervisors, rules of procedure in conformance with the provisions of this ordinance and the Iowa Code to govern the conduct of its business.
- D. Powers and Duties. The Board of Adjustment shall have the following powers and it shall be its duty:
 - (1) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of Iowa Code Chapter 335, or of any ordinance adopted pursuant thereto.
 - (2) To hear and decide special exceptions to the terms of the ordinance upon which such Board is required to pass under such ordinance.
 - (3) To authorize upon appeal, in specific cases, such variance from the terms of the ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance shall be observed, and substantial justice done.

**APPLICATION FORM FOR WOODBURY COUNTY
BOARD/COMMISSION**

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,
620 Douglas St., Sioux City, Iowa 51101
Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: <http://woodburyiowa.com>

Application For: Board of Adjustment (Board/Commission)
Date 11/23/24 E-mail Address 1Fillipi@hotmail.com
Name Larry Fillipi
Address 2129 Kassuth Ave Anthon, IA 51004
Phone Number 712-577-2572 Fax Number N/A
Business Phone N/A Cell Phone 712-577-2572

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Retired 38 yrs Federal Gov't
Grass roots advocate For the safety & well
being of it's residence's here in woodbury
county.
Military volunteer

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?

what ever it takes, I am retired.

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

I am interested in serving on the county board
of adjustment because I understand government.
I was a Federal employee for 21 yrs. Being a resident
and living in rural woodbury county. I understand
the importance of listening & addressing residence's

■ Contributions you feel you can make to the Board/Commission: concerns

I am a logical thinker. I have the ability to
take every thing into consideration and help
make a fair & equitable decision that is in the
best interest of everyone involved.

■ Direction/role you perceive of this Board/Commission:

I see my self as a community/Board member thinking outside the box looking at the bigger picture while making sure we as a board are considering decisions will effect the future of woodbury county.

■ In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

The Board knows me as an advocate for the majority. I have been deeply involved in the topic of "wind industrial sites" here in woodbury county. I will and have listened to opposing views & respect dissenting opinions.

■ Please provide two references who may be contacted on your qualifications for this position.

Name	Address	Phone number	Email address	Relationship co-worker/Friend
Mark Muckey	Des Moines	505-202-8655	markmuckey@us.af.mil	
Pat Rogers	Mobile	712-870-3737	pat@egrinsurance.com	

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature [Handwritten Signature] Date 11/23/24

YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.

RECEIVED

NOV 25 2024

WOODBURY COUNTY
BOARD OF SUPERVISORS

Zoning Commission and Board of Adjustment Advertisement Dates

News Release on County Website (<https://www.woodburycountyiowa.gov/news/>)

- October 1, 2024

Facebook Posts (<https://www.facebook.com/commecondev>)

- October 3, 2024
- October 25, 2024
- November 14, 2024
- December 3, 2024
- December 9, 2024
- December 12, 2024

X (formerly Twitter) Posts (<https://x.com/commecondev>)

- October 3, 2024
- November 14, 2024
- December 3, 2024
- December 9, 2024

Sioux City Journal (Legal Notice)

- October 1, 2024

Danbury Review (Advertisement)

- October 2, 2024

Moville Record (Advertisement)

- October 3, 2024, November 7, 2024

Sergeant Bluff Advocate (Advertisement)

- October 3, 2024, November 7, 2024

Woodbury County Community & Economic Development
December 9 at 2:07 PM · 🌐
<https://tinyurl.com/WoodburyAPP>

Woodbury County Planning & Zoning · 1h · ...

Interesting in serving your community in a new role? Woodbury County continues to accept applications for: Woodbury County Planning & Zoning Commission and Board of Adjustment. Application download: tinyurl.com/WoodburyAPP For questions, please call 712-279-6609. #Iowa #Zoning

Woodbury County Planning & Zoning @commecondev · Dec 9 · ...

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WOODBURY COUNTY
COMMUNITY &
ECONOMIC
DEVELOPMENT

**COMMISSION &
BOARD OPENINGS**

**NOW ACCEPTING
APPLICATIONS FOR**

**WOODBURY COUNTY
Zoning Commission &
Board of Adjustment**

Must be a resident of
rural unincorporated Woodbury County

For more information,
call 712-279-6609 or visit
[woodburycountyiowa.gov](https://www.woodburycountyiowa.gov)

Applications can be downloaded at
<https://tinyurl.com/WoodburyAPP>
Application Deadline: Dec. 2, 2024

Woodbury County Website (woodburycountyiowa.gov)

posted on 10/1/24

posted by [Community & Economic Development \(Planning & Zoning\)](#)

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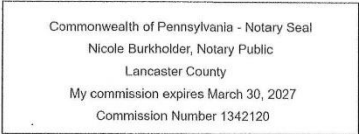
Publication Fee: \$30.45

Enrique Diaz

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VERIFICATION

State of Pennsylvania
County of Lancaster



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Notary Public
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