



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(MARCH 26, 2019) (WEEK 13 OF 2019)**

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

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

Rocky L. De Witt 253-0421 <a href="mailto:rdewitt@woodburycountyiowa.gov">rdewitt@woodburycountyiowa.gov</a>	Marty J. Pottebaum 251-1799 <a href="mailto:mpottebaum@woodburycountyiowa.gov">mpottebaum@woodburycountyiowa.gov</a>	Keith W. Radig 560-6542 <a href="mailto:kradig@woodburycountyiowa.gov">kradig@woodburycountyiowa.gov</a>	Jeremy J. Taylor 259-7910 <a href="mailto:jtaylor@woodburycountyiowa.gov">jtaylor@woodburycountyiowa.gov</a>	Matthew A. Ung 490-7852 <a href="mailto:matthewung@woodburycountyiowa.gov">matthewung@woodburycountyiowa.gov</a>
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held March 26, 2019 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. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Board.

1. Anyone may address the Board on any agenda item after initial discussion by the Board.
2. Speakers will approach the microphone one at a time and be recognized by the Chair.
3. Speakers will give their name, their address, and then their statement.
4. Everyone will have an opportunity to speak. Therefore, your remarks may be limited to three minutes on any one item.
5. At the beginning of the 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.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under the first or final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please silence cell phones and other devices while in the Board Chambers.

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**AGENDA**

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

- |                           |             |
|---------------------------|-------------|
| 1. Citizen Concerns       | Information |
| 2. Approval of the agenda | Action      |

**Consent Agenda**

**Items 3 through 5 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.**

3. Approval of the minutes of the March 19, 2019 meeting
4. Approval of claims
5. Board Administration – Karen James
  - a. Approval of resolution approving petition for suspension of taxes through the redemption process for G.N.
  - b. Approval of resolution for a tax suspension for C.C.

**End Consent Agenda**

- |  |             |
|--|-------------|
| 6. Human Resources – Melissa Thomas  |             |
| a. Authorize an additional part time Courthouse Safety and Security Officer  | Action      |
| b. Authorize the hiring of the Sheriff Deputy that was approved for the 19/20 fiscal year  | Action      |
| c. Authorization to Initiate Hiring Process  | Action      |
| d. Approval of Memorandum of Personnel Transactions  | Action      |
| e. Approval to reinstate 32 hours of vacation for Secondary Roads employee M.P.  | Action      |
| 7. Secondary Roads – Mark Nahra  |             |
| a. Receive bids for project number CP-2019 and return them to the county engineer for review and recommendation                      | Action      |
| b. Motion to award bid if low quote is clearly determined by bid results   | Action      |
| c. Consider approval of two project agreements, 19-6 and 19-7 with the Hungry Canyons Alliance for stream stabilization projects     | Action      |
| d. Approval of the 2019 revised Woodbury County Procurement Policy   | Action      |
| 8. Community Economic Development – David Gleiser  |             |
| a. Authorize Chairman to sign Memorandum of Understanding with NEW Cooperative, Inc  | Action      |
| b. Approval of Construction Permit Application and Master Matrix Evaluation for the Star Finisher Farm Confinement Feeding Operation | Action      |
| c. Authorize Chairman to sign Memorandum of Understanding with the City of Hornick for Floodplain Management Assistance              | Action      |
| d. Approval of resolution to waive county fees associated with repair and redevelopment of flood-damaged property                    | Action      |
| 9. Reports on Committee Meetings   | Information |
| 10. Citizen Concerns   | Information |
| 11. Board Concerns   | Information |

## ADJOURNMENT

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

<b>MON., MAR. 25</b>	<b>6:00 p.m.</b>	Zoning Commission Meeting, First Floor Boardroom
<b>TUE., MAR. 26</b>	<b>1:00 p.m.</b>	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
<b>THUR., MAR. 28</b>	<b>11:00 a.m.</b>	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
	<b>1:00 p.m.</b>	LEC Expansion Committee, LEC Conference Room
<b>MON., APRIL 1</b>	<b>6:00 p.m.</b>	Board of Adjustment meeting, First Floor Boardroom
<b>TUES., APRIL 2</b>	<b>4:45 p.m.</b>	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
<b>WED., APRIL 3</b>	<b>12:00 p.m.</b>	District Board of Health Meeting, 1014 Nebraska St.
<b>THUR., APRIL 4</b>	<b>10:00 a.m.</b>	COAD Meeting, The Security Institute
<b>WED., APRIL 10</b>	<b>8:05 a.m.</b>	Woodbury County Information Communication Commission, First Floor Boardroom
	<b>10:00 a.m.</b>	StarComm Board Meeting, The Security Institute, WIT
<b>FRI., APRIL 12</b>	<b>11:15 a.m.</b>	DCAT Committee Meeting, Juvenile Court Services, 2 <sup>nd</sup> Floor, Trosper-Hoyt Building
<b>TUES., APRIL 16</b>	<b>4:00 p.m.</b>	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
<b>WED., APRIL 17</b>	<b>10:00 a.m.</b>	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
	<b>12:00 p.m.</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
<b>THUR., APRIL 18</b>	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
<b>MON., APRIL 22</b>	<b>6:00 p.m.</b>	Zoning Commission Meeting, First Floor Boardroom
<b>TUES., APRIL 23</b>	<b>1:00 p.m.</b>	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
<b>THUR., APRIL 25</b>	<b>11:00 a.m.</b>	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.

**The following Boards/Commission have vacancies:** Commission to Assess Damages - Category A, Category B, Category C and Category D

**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.*

**MARCH 19, 2019, TWELFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, March 19, 2019 at 4:30 p.m. Board members present were Ung, De Witt, Radig, Taylor, and Pottebaum. Staff members present were Karen James, Board Administrative Assistant, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, Dennis Butler, Budget/Tax Analyst, and Patrick Gill, Auditor/Clerk to the Board.

The regular meeting was called to order at 4:30 p.m. with the Pledge of Allegiance to the Flag and a Moment of Silence.

- 1. There were no citizen concerns.
- 2. Motion by Radig second by Taylor to approve the agenda for March 19, 2019. Carried 5-0. Copy filed.

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

- 3. To approve minutes of the March 12, 2019 meeting. Copy filed.
- 4. To approve the claims totaling \$267,928.91. Copy filed.
- 5. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes for Vincent Desmond, parcel #894823402008, 1712 Nash St., Sioux City.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,816  
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES**

**WHEREAS**, Vincent Desmond, is the titleholder of property located at 1712 Nash St., Sioux City, Woodbury County, Iowa, and legally described as follows:

**Parcel # 894823402008**

**RIVERSIDE PARK N 30 FT LOT 19 & S 1 /2 LOT 20 BLK 4**

**WHEREAS**, Vincent Desmond, is the titleholder of the aforementioned property have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code section 427.9, and

**WHEREAS**, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

**SO RESOLVED** this 19th day of March, 2019.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 6a. To receive the appointment of Dan Volkert, 917 Fir St., Correctionville, IA, to the City Council of Correctionville. The appointment was made on March 11, 2019, to fill a vacant position previously held by Calvin McCrea, until the next regular election. Copy filed.
- 6b. To receive the appointment of Alex Rabbass, 507 3<sup>rd</sup> St., Cushing, IA, to the City Council of Cushing. The appointment was made on March 5, 2019, to fill a vacant position previously held by Ben Rabbass, until the next regular election. Copy filed.

- 6c. To receive the appointment of Dave West, 11 West Front St., Bronson, IA, to the City Council of Bronson. The appointment was made on January 10, 2018, to fill the vacant position held by Tony Thompson, until the next regular election. Copy filed.
- 7a. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Percentage Deputy, County Treasurer. \$51,895.49/year. Copy filed.
- 7b. To approve the appointment of Courtney Kelsey, Civilian Jailer, County Sheriff Dept., effective 3-25-19, \$19.28/hour. Job Vacancy Posted 1-23-19. Entry Level Salary: \$19.28/hour.; the appointment of Tristen Vanderschaaf, Civilian Jailer, County Sheriff Dept., effective 3-25-19, \$19.28/hour. Job Vacancy Posted 2-6-19. Entry Level Salary: \$19.28/hour.; and the appointment of Charli Polley, Percentage Deputy, County Treasurer Dept., effective 03-25-19, \$51,895.49/year. Appointed Percentage Deputy per County Treasurer. Copy filed.
- 8. To approve the permit to work in the right of way for Century Link. Copy filed.

Carried 5-0.

- 10. Motion by Taylor second by De Witt to approve Dorothy Pecaut HVAC & Roof Project Change Order #2 in the amount of \$7,822.57. Carried 5-0. Copy filed.
- 11. Motion by Radig second by Taylor to approve the transfer of farm to market funds to the IDOT in the amount of \$1,097.57 for project #BROS-CO97(120)—5F-97, bridge replacement on county route D53. Carried 5-0. Copy filed.
- 9a. A public hearing was held at 4:40 p.m. for an ordinance permitting the operation of All-Terrain Vehicles and Off-Road Utility Vehicles in Woodbury County, IA. The Chairperson called on anyone wishing to be heard.  
  
Motion by Taylor second Pottebaum to close the public hearing. Carried 5-0.
- 9b. Motion by Taylor second by De Witt approve the suspension of 2<sup>nd</sup> & 3<sup>rd</sup> readings for an ordinance permitting the operation of All-Terrain Vehicles and Off-Road Utility Vehicles in Woodbury County, IA. Carried 5-0. Copy filed.
- 9c. Motion by Taylor second by Radig to approve ordinance #49 permitting the operation of All-Terrain Vehicles and Off-Road Utility Vehicles in Woodbury County, IA with an effective date of 4/15/19. Carried 5-0. Copy filed.
- 12. The Board heard reports on committee meetings.
- 13. There were no citizen concerns.
- 14. Board concerns were heard.

Supervisor Taylor reported that as acting Chairperson, he signed an emergency declaration for Woodbury County as the result of flooding on 3/14/2019. Copy filed.

The Board adjourned the regular meeting until March 26, 2019.

Meeting sign in sheet. Copy filed.

**WOODBURY COUNTY, IOWA  
BOARD ADMINISTRATION  
MEMORANDUM**

**TO:** Board of Supervisors  
**FROM:** Karen James, Board Administrative Assistant  
**RE:** Consideration of a Petition for a Tax Suspension  
**DATE:** March 20, 2019

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

Thank you.

kmj

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

Date: 3/21/19 Weekly Agenda Date: 03/26/19

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Melissa Thomas

**WORDING FOR AGENDA ITEM:**

Authorize an additional part time Courthouse Safety and Security Officer.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Due to unforeseen circumstances, there is not enough employees to fill the minimum 20 shifts required on a weekly basis.

**BACKGROUND:**

Medical reasons have sidelined 2 officers at this time and due to their part time status, officers can not work over 24 hours consistently or would become benefit eligible.

**FINANCIAL IMPACT:**

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**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 motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to authorize a part time Courthouse Safety and Security Officer.

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

Date: 03/21/2019

Weekly Agenda Date: 03/26/2019

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Melissa Thomas

**WORDING FOR AGENDA ITEM:**

Authorize the hiring of the Sheriff Deputy that was approved for the 19/20 fiscal year.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Due to the scheduled ILEA certification time line, the County would be better served to hire the new deputy now as opposed to July 1, 2019.

**BACKGROUND:**

From Major Todd Wieck:

The Sheriff's Office would again like to thank the Board of Supervisors for creating a new deputy sheriff position for FY 2019/20. We are requesting that we be allowed to hire for the new position now rather than wait to hire in July 2019. There would be a cost savings to hiring for the position now as well as a staffing advantage for the Sheriff's Office. The cost savings can be found in a number of places. We are currently hiring to replace a position vacated by a retirement. Both of the positions are being filled by deputies that need to attend the Iowa Law Enforcement Academy. The next Academy class is scheduled to start on April 29, 2019. We have two slots reserved for that class. Both deputies could travel back and forth to the Academy over the 16 week period together, saving the travel expense and wear and tear on a county vehicle if we were to wait to hire for the newly created position in July and have to send that hire to the next scheduled Academy class on August 19, 2019, by himself.

Because of recent vacated positions during FY 2018/19 we already incurred a reduction in personnel costs with Lt. Todd Trobaugh leaving and being replaced by a new hire, Master Deputy Pat Poe retiring and being replaced by a new deputy, and Master Deputy Angie Fundermann retiring and being replaced by a new deputy. These savings created in personnel costs can be applied to the minimal cost of hiring for the newly created position for the remainder of FY 2018/19 (May & June).

Another advantage of hiring now for the newly created position rather than waiting till July 2019 would mean the deputy filling that position would be done with his Academy training the first part of August, which in turn would get him through his Field Training by December of 2019. If we waited to hire in July, that deputy would not start his Academy training until the last week of August, which would put his graduation in December of 2019. We would then have to start his Field Training at that time which would put us into mid to late May before he would be a viable deputy sheriff and able to work on his own. There is also the holiday overtime costs that can be reduced during the holidays if the newly created deputy sheriff position has completed all of his training and working on his own during that time of the year.

Thank you.



**FINANCIAL IMPACT:**

The Sheriff's office currently has the funds in their budget to hire for the new position.

**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 motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to hire for the approved deputy position effective 3/27/2019.

HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA

DATE: March 26, 2019

**AUTHORIZATION TO INITIATE HIRING PROCESS**

<b>DEPARTMENT</b>	<b>POSITION</b>	<b>ENTRY LEVEL</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>
County Sheriff	Sheriff Deputy	CWA: \$23.70/hour		
County Sheriff	P/T Courthouse Safety & Security Officer	Wage Plan comparability with AFSCME Courthouse: \$16.43- \$18.05/hour		
County Sheriff	(2) Civilian Jailers	CWA: \$19.28/hour		
	*Please see attached memos.			

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



## Woodbury County Sheriff's Office

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LAW ENFORCEMENT CENTER  
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010  
E-MAIL: [ddrew@woodburycountyiowa.gov](mailto:ddrew@woodburycountyiowa.gov)  
FAX: 712.279.6522

20 Mar 2019

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire for a newly created Deputy Sheriff position. We request this be placed on the agenda for the Tuesday, March 26, 2019, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'David Drew'.

Dave Drew, Sheriff

Cc: file



## Woodbury County Sheriff's Office

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LAW ENFORCEMENT CENTER  
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010  
E-MAIL: [ddrew@woodburycountyiowa.gov](mailto:ddrew@woodburycountyiowa.gov)  
FAX: 712.279.6522

05 Mar 2019

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire a Courthouse Security Officer. We request this be placed on the agenda for the Tuesday, March 12, 2019 Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file



## Woodbury County Sheriff's Office

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LAW ENFORCEMENT CENTER  
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010  
E-MAIL: [ddrew@woodburycountyiowa.gov](mailto:ddrew@woodburycountyiowa.gov)  
FAX: 712.279.6522

21 March 2019

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for two Correctional Officer positions, on March 27th, 2019. We request this be placed on the agenda for the Tuesday, March 26th, 2019, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: March 26, 2019

\* PERSONNEL ACTION CODE:

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

TO: **WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Groenhagen, Devin	County Sheriff	3-27-19	Sheriff Deputy	\$23.70/hour	23%=\$4.42/hr	P	Promotion from Civilian Jailer to Deputy.
Doakes, Arthur	County Sheriff	3-27-19	Sheriff Deputy	\$23.70/hour	23%=\$4.42/hr	P	Promotion from Civilian Jailer to Deputy.

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

MELISSA THOMAS, HR DIRECTOR: \_\_\_\_\_

**WOODBURY COUNTY**  
**HUMAN RESOURCES DEPARTMENT**

**TO:** Board of Supervisors and the Taxpayers of Woodbury County  
**FROM:** Melissa Thomas, Human Resources Director  
**SUBJECT:** Memorandum of Personnel Transactions  
**DATE:** March 26, 2019

For the March 26, 2019 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. County Sheriff (2) Promotions from Civilian Jailer to Sheriff Deputy.

Thank you



## Woodbury County Sheriff's Office

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LAW ENFORCEMENT CENTER  
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010  
E-MAIL: [ddrew@woodburycountyiowa.gov](mailto:ddrew@woodburycountyiowa.gov)  
FAX: 712.279.6522

20 Mar 2019

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire Devin Groenhagen a sworn Deputy Sheriff, effective Wednesday, **March 27, 2019**, for the position recently vacated by **Deputy James McCrystal's** retirement. We request this be placed on the agenda for the Tuesday, March 26, 2019, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file





## Woodbury County Sheriff's Office

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LAW ENFORCEMENT CENTER  
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010  
E-MAIL: [ddrew@woodburycountyiowa.gov](mailto:ddrew@woodburycountyiowa.gov)  
FAX: 712.279.6522

20 Mar 2019

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to hire Arthur Doakes III for the newly created Deputy Sheriff position, effective Wednesday, March 27, 2019. We request this be placed on the agenda for the Tuesday, March 26, 2019, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink that reads "David Drew".

Dave Drew, Sheriff

Cc: file

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

Date: 3/20/2019 Weekly Agenda Date: 3/26/2019

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Melissa Thomas

**WORDING FOR AGENDA ITEM:**

Request to reinstate 32 hours of vacation for secondary roads employee M.P.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

M.P. will lose 32 hours of vacation due to the recent flood emergency workload.

**BACKGROUND:**

Due to the extenuating circumstances of the recent flood, Mark Nahra has revoked recent requested vacation time for the up coming weeks. M.P. will lose vacation on his anniversary 04/01/2019. By extending his ability to use the hours for 60 days, he will have time to reschedule and use his earned vacation.

**FINANCIAL IMPACT:**

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**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 motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the reinstatement of 32 hours of vacation for M.P. for 60 days.

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

#7a

Date: 3/21/2019 Weekly Agenda Date: 3/26/2019

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

**WORDING FOR AGENDA ITEM:**

Receive and consider bids for annual corrugated metal pipe purchase for 2019, project CP-2019

**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:**

The county road department annually takes bids for corrugated metal pipe culverts for use in road projects and driveways. Bids have been requested from pipe vendors for board consideration.

**BACKGROUND:**

The county road department stocks pipe for driveway construction and repairs as well as for use as cross road culverts. Several county project culverts are included in the annual bid as well to get better pricing as part of a large order.

**FINANCIAL IMPACT:**

The culverts are paid for with local funds.

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

Yes  No

**RECOMMENDATION:**

- 1) I recommend that the board receive bids for project number CP-2019 and return them to the county engineer for review and recommendation.
- 2) If quotes show a clear low quote, the engineer may recommend award at the board meeting after opening the quotes.

**ACTION REQUIRED / PROPOSED MOTION:**

- 1) Motion to receive bids for project number CP-2019 and return them to the county engineer for review and recommendation.
- 2) Motion to award bid if low quote is clearly determined by bid results.

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

Date: 3/21/2019 Weekly Agenda Date: 3/26/2019

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

**WORDING FOR AGENDA ITEM:**

Consider approval of two project agreements, 19-6 and 19-7 with the Hungry Canyons Alliance for stream stabilization projects.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Woodbury County has submitted two successful applications for Hungry Canyons Alliance Grants to assist with construction of stilling basins at box culvert outlets.

**BACKGROUND:**

The county road department filed applications to Hungry Canyons Alliance for assistance with the cost of a drop inlet to be constructed as part of a rehabilitation project let to contract as LC-07(7) on county road D54 east of Oto.

**FINANCIAL IMPACT:**

The overall cost for the two projects is estimated to be \$116,664.00 funded with local secondary road funds. The Hungry Canyons grants offset \$42,067.20 and \$51,264.00 respectively for the two projects.

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

Yes  No

**RECOMMENDATION:**

Recommend that the board approve the project agreements with the Hungry Canyons Alliance and direct the chair to sign the agreements.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board approve the project agreements with the Hungry Canyons Alliance and direct the chair to sign the agreements.

STATE: Iowa  
PROJECT PLAN: Hungry Canyons Stream Channel Stabilization  
GRANT AGREEMENT NO. 19-6  
LOCATION: Big Whiskey Crk. Trib., Sec. 18, T88N, R46W, Woodbury County (G-104-1)

## Hungry Canyons Alliance

### PROJECT AGREEMENT

THIS AGREEMENT, made this 19<sup>th</sup> day of March, 2019, by and between Woodbury County, called the Sponsor, and the Hungry Canyons Alliance, hereafter known as HCA.

WITNESSED THAT:

WHEREAS, under the provision of Chapter 161D, Code of Iowa, the Hungry Canyons Alliance is authorized to assist the Sponsor in measures related to the unique natural resources, rural development and infrastructure problems of counties in the deep loess soil region of western Iowa.

NOW THEREFORE, in consideration of the premises and of several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and Hungry Canyons Alliance do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at a total estimated cost of \$64,080. This amount includes survey, engineering, construction, inspection, and administration of:

**Construction of stream channel stabilization structure(s) as proposed in the project application(s) labeled Attachment C to this agreement.**

B. THE SPONSOR WILL:

1. Contract for and complete construction of the works of improvement described in Attachment C.
2. Accept responsibility for land and water rights acquisition, survey, design, construction inspection, contract administration, and cost above that provided in C.1. for construction of the works of improvement described in Attachment C. The Sponsor's share will constitute a minimum of 20% of the total cost of the works of improvement described in Attachment C.
3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the work described in Attachment C.

4. Accept responsibility for the operation, maintenance and repairs of the structure unless it is determined by HCA and the Sponsor that the cost of repair exceeds the learned benefits of the repaired structure.
5. Hold and save the HCA free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from work provided for in this agreement.
6. Accept responsibility for performing and keeping records regarding the operation and maintenance of works described in Attachment C and provide necessary facilities, administrative and bookkeeping personnel, and legal counsel for the provision of financial and technical assistance to support installation of grade stabilization measures as described in Attachment C.
7. Prepare a design, construction plans, and construction specifications in accordance with standard engineering principles. The design, construction plans, and construction specifications shall be reviewed and approved by a professional engineer registered in the State of Iowa.
8. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Iowa applicable to the Sponsor.
9. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
10. Retain all records pertaining to all work performed in Attachment C for three (3) years from the date of the submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer.
11. Require that a professional engineer registered in the State of Iowa certify that the project was installed in accordance with the plans and specifications.
12. Request reimbursement from the HCA by submitting a Request for Reimbursement form.
13. Administer their action under this agreement in accordance with 7 CFR 3015, CFR 3016, CFR 3017, CFR 3018, CFR 3052, and OMB Circulars A-102, A-87, and A-133.
14. Comply with the requirements of Attachment A and Attachment B - SPECIAL PROVISIONS which are made a part of this agreement. Attachment A describes Drug Free Workplace and Clean Air and Water requirements. Attachment B describes equal opportunity and nondiscrimination requirements.
15. Comply with Hungry Canyons Cost-Share Program Administrative Procedures labeled Attachment D to this agreement.
16. Issue Internal Revenue Service (IRS) Form 1099 G, Statement for Recipients of Government Payments to the participant and to IRS as required by IRS regulations.

C. HCA WILL:

1. Provide a maximum of \$51,264 for total construction costs of the works of improvement described in Attachment C. The HCA share will constitute a maximum of 80% of the total cost of the works of improvement described in Attachment C.
2. Provide advice and counsel as needed with the technical and contractual administration of this agreement at the request of the Sponsor.
3. Upon notification of the completion of construction, HCA shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.
4. Pay the Sponsor pursuant to this agreement with request submitted on HCA Request for Reimbursement form.

D. IT IS MUTUALLY AGREED:

1. All work under this agreement will be completed by December 31, 2020.
2. This agreement shall be effective on the date appearing in the first paragraph and shall continue in effect until the purpose of the agreement has been fulfilled or until the agreement expires on the date set forth in D.1.
3. Failure to properly design or construct a project receiving HCA funding will result in 10% of the final reimbursement being withheld and no approval of further county projects for HCA funding until the project has been fixed to accepted standards. All counties are encouraged to contact and work closely with the HCA project director to avoid this situation. All counties are to use the HCA weir design and construction checklist to help assure a good final product.
4. The furnishing of financial and other assistance by the HCA is contingent on the availability of funds appropriated by State Legislature from which payment may be made and shall not obligate the HCA upon failure of the Congress to appropriate funds.
5. HCA may terminate this agreement in whole or in part when it is determined by HCA that the Sponsor has failed to comply with any of the conditions of this agreement. The HCA shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by HCA under this termination shall be in accord with the legal rights and liabilities of HCA and the Sponsor.
6. This agreement may be temporarily suspended by HCA if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, HCA may suspend this agreement when it is evident that a termination is pending.
7. The terms and conditions of this agreement are subject to modification by amendment agreed to in writing by both HCA and the Sponsor.

8. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
9. The contract for constructing the work described in Attachment C will not be awarded by the Sponsor to any company in which any official of the Sponsor or any member of such an official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such company.
10. This agreement, as set forth on pages 1-4, constitutes the entire agreement between Hungry Canyons Alliance and the Sponsor. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement.
11. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975 and Americans with Disabilities Act of 1990. They shall also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, marital or familial status, or sexual orientation, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

E. THIS AGREEMENT IS APPROVED AND HEREBY DULY EXECUTED BY:

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

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

HUNGRY CANYONS ALLIANCE

By: \_\_\_\_\_  
Chair, Hungry Canyons Alliance Board of Directors

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



STATE: Iowa

PROJECT PLAN: Hungry Canyons Stream Channel Stabilization

GRANT AGREEMENT NO. 19-7

LOCATION: Big Crk. Trib., Sec. 32, T88N, R42W, Woodbury County (L-162-1)

## Hungry Canyons Alliance

### PROJECT AGREEMENT

THIS AGREEMENT, made this 19<sup>th</sup> day of March, 2019, by and between Woodbury County, called the Sponsor, and the Hungry Canyons Alliance, hereafter known as HCA.

WITNESSED THAT:

WHEREAS, under the provision of Chapter 161D, Code of Iowa, the Hungry Canyons Alliance is authorized to assist the Sponsor in measures related to the unique natural resources, rural development and infrastructure problems of counties in the deep loess soil region of western Iowa.

NOW THEREFORE, in consideration of the premises and of several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and Hungry Canyons Alliance do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at a total estimated cost of \$52,584. This amount includes survey, engineering, construction, inspection, and administration of:

**Construction of stream channel stabilization structure(s) as proposed in the project application(s) labeled Attachment C to this agreement.**

B. THE SPONSOR WILL:

1. Contract for and complete construction of the works of improvement described in Attachment C.
2. Accept responsibility for land and water rights acquisition, survey, design, construction inspection, contract administration, and cost above that provided in C.1. for construction of the works of improvement described in Attachment C. The Sponsor's share will constitute a minimum of 20% of the total cost of the works of improvement described in Attachment C.
3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the work described in Attachment C.

4. Accept responsibility for the operation, maintenance and repairs of the structure unless it is determined by HCA and the Sponsor that the cost of repair exceeds the learned benefits of the repaired structure.
5. Hold and save the HCA free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from work provided for in this agreement.
6. Accept responsibility for performing and keeping records regarding the operation and maintenance of works described in Attachment C and provide necessary facilities, administrative and bookkeeping personnel, and legal counsel for the provision of financial and technical assistance to support installation of grade stabilization measures as described in Attachment C.
7. Prepare a design, construction plans, and construction specifications in accordance with standard engineering principles. The design, construction plans, and construction specifications shall be reviewed and approved by a professional engineer registered in the State of Iowa.
8. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Iowa applicable to the Sponsor.
9. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
10. Retain all records pertaining to all work performed in Attachment C for three (3) years from the date of the submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer.
11. Require that a professional engineer registered in the State of Iowa certify that the project was installed in accordance with the plans and specifications.
12. Request reimbursement from the HCA by submitting a Request for Reimbursement form.
13. Administer their action under this agreement in accordance with 7 CFR 3015, CFR 3016, CFR 3017, CFR 3018, CFR 3052, and OMB Circulars A-102, A-87, and A-133.
14. Comply with the requirements of Attachment A and Attachment B - SPECIAL PROVISIONS which are made a part of this agreement. Attachment A describes Drug Free Workplace and Clean Air and Water requirements. Attachment B describes equal opportunity and nondiscrimination requirements.
15. Comply with Hungry Canyons Cost-Share Program Administrative Procedures labeled Attachment D to this agreement.
16. Issue Internal Revenue Service (IRS) Form 1099 G, Statement for Recipients of Government Payments to the participant and to IRS as required by IRS regulations.

C. HCA WILL:

1. Provide a maximum of \$42,067.20 for total construction costs of the works of improvement described in Attachment C. The HCA share will constitute a maximum of 80% of the total cost of the works of improvement described in Attachment C.
2. Provide advice and counsel as needed with the technical and contractual administration of this agreement at the request of the Sponsor.
3. Upon notification of the completion of construction, HCA shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.
4. Pay the Sponsor pursuant to this agreement with request submitted on HCA Request for Reimbursement form.

D. IT IS MUTUALLY AGREED:

1. All work under this agreement will be completed by December 31, 2020.
2. This agreement shall be effective on the date appearing in the first paragraph and shall continue in effect until the purpose of the agreement has been fulfilled or until the agreement expires on the date set forth in D.1.
3. Failure to properly design or construct a project receiving HCA funding will result in 10% of the final reimbursement being withheld and no approval of further county projects for HCA funding until the project has been fixed to accepted standards. All counties are encouraged to contact and work closely with the HCA project director to avoid this situation. All counties are to use the HCA weir design and construction checklist to help assure a good final product.
4. The furnishing of financial and other assistance by the HCA is contingent on the availability of funds appropriated by State Legislature from which payment may be made and shall not obligate the HCA upon failure of the Congress to appropriate funds.
5. HCA may terminate this agreement in whole or in part when it is determined by HCA that the Sponsor has failed to comply with any of the conditions of this agreement. The HCA shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by HCA under this termination shall be in accord with the legal rights and liabilities of HCA and the Sponsor.
6. This agreement may be temporarily suspended by HCA if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, HCA may suspend this agreement when it is evident that a termination is pending.
7. The terms and conditions of this agreement are subject to modification by amendment agreed to in writing by both HCA and the Sponsor.

8. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
9. The contract for constructing the work described in Attachment C will not be awarded by the Sponsor to any company in which any official of the Sponsor or any member of such an official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such company.
10. This agreement, as set forth on pages 1-4, constitutes the entire agreement between Hungry Canyons Alliance and the Sponsor. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement.
11. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975 and Americans with Disabilities Act of 1990. They shall also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, marital or familial status, or sexual orientation, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

E. THIS AGREEMENT IS APPROVED AND HEREBY DULY EXECUTED BY:

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

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

HUNGRY CANYONS ALLIANCE

By: \_\_\_\_\_  
Chair, Hungry Canyons Alliance Board of Directors

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

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

Date: 3/21/2019 Weekly Agenda Date: 3/26/2019

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

**WORDING FOR AGENDA ITEM:**

Consider approval of county procurement policy

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The Woodbury County Procurement Policy was reviewed in 2018 by IHSEMD as part of our FEMA submittal. Revision to the policy was recommended. It is presented for approval.

**BACKGROUND:**

The federal grant process requires that the county meet certain standards for contract letting, purchasing, and use of existing stock materials. The county has a 2002 procurement policy that was reviewed as part of our FEMA grant process in 2018 and our policy was found to not address all current federal rules. The proposed policy meets current federal grant requirements.

**FINANCIAL IMPACT:**

There is no financial impact. The county will need to take some affirmative steps to expand contractor and supplier solicitations for services and materials. This should increase competition for contract work and purchases.

**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:**

The attached policy has been revised and is presented for approval.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the 2019 revised Woodbury County Procurement Policy.

# WOODBURY COUNTY, IOWA PROCUREMENT POLICY

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## **PURPOSE**

The purpose of this procurement policy is to ensure that sound business judgement is utilized in all procurement transactions and that supplies, equipment, construction and services are obtained efficiently and economically and in compliance with applicable federal and state law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition. These procedures will ensure that all solicitations incorporate clear and accurate descriptions of the technical requirements for the goods or services being procured. Chapter 26, Chapter 309 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

## **APPLICATION**

This policy applies to the procurement of all supplies, equipment, and construction and services of and for Woodbury County, Iowa that include any federal program funding. In regards to any such federal programs, all procurement will be done in accordance with 2 CFR; Part 200. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply. When federal requirements conflict with local or state requirements, the federal requirement, or most restrictive requirement will be followed.

## **POLICY**

### **METHODS OF PROCUREMENT**

Procurement under grants shall be made by one of the following methods, as described herein: (a) small purchase procedures; (b) sealed bids (formal advertising); (c) competitive proposals; (d) noncompetitive proposals.

- A. Micro-Purchase Procedures 200.320(a)
  - i. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold - \$10,000 (200.67)
  - ii. To the extent practicable, must distribute micro-purchases equitably among qualified suppliers
  - iii. May be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable
- B. Small Purchase Procedures 200.320(b)
  - i. Are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than the simplified acquisition threshold - \$250,000 (200.88)
  - ii. Price or rate quotations are to be obtained from an "adequate number" of qualified sources
- C. Sealed Bidding (formal advertising) 200.320(c)
  - i. Lowest priced, responsive, responsible, bidder WINS
  - ii. The preferred method for construction when sealed bidding is "feasible", which is when certain conditions are present
  - iii. Bids must be solicited from an "adequate number of known suppliers", providing them sufficient response time before date for the opening of bids
  - iv. Bids will be opened at the time and place prescribed in the invitation for bids
  - v. Must publicly advertise the invitation for bids
  - vi. Bids must be opened publicly

- vii. Other procedural requirements at 200.320(c)(2)
- D. Competitive Proposals 200.320(d)
  - i. Used when conditions are not appropriate for the use of sealed bids
  - ii. The appropriate method when more than one source is expected to submit an offer and either a fixed-price or cost-reimbursement type contract is awarded
  - iii. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with **price** and other factors considered
  - iv. Requests for proposals **must be publicized** and identify all evaluation factors and their relative importance
  - v. Proposals must be solicited from an adequate number of qualified sources
  - vi. Must have written method for conducting technical evaluations of the proposals received and for selection of the contract
- E. Noncompetitive Proposals 200.320(f)
  - i. Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
    - a. **One Source:** the item is available only from a single source
    - b. **Exigency/Emergency:** an exigency or emergency will not permit a delay resulting from competitive solicitation
    - c. **Awarding Agency Approval:** the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
    - d. **Inadequate Competition:** after the solicitation of a number of sources, competition is determined inadequate

### **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (200.321)**

- A. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- B. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

### **CONTRACT PRICING (200.323)**

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. Woodbury County, Iowa shall perform some form of cost/price analysis for every procurement action, including contract modifications, amendments, or change orders. Woodbury County, Iowa shall make an independent estimate prior to receiving a bid or proposal.

- C. Woodbury County, Iowa shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. In determining a fair and reasonable profit, Woodbury County, Iowa must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

## **PROCUREMENT RECORDS**

Woodbury County, Iowa shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(200.324)

(a) Woodbury County, Iowa must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

(b) Woodbury County, Iowa must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) Woodbury County, Iowa's procurement procedures or operation fails to comply with the procurement standards in this Part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) Woodbury County, Iowa is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.

- (1) Woodbury County, Iowa may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
- (2) Woodbury County, Iowa may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from Woodbury County, Iowa that it is complying with these standards. Woodbury County, Iowa must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.



**AWARDED CONTRACTS**

- A. Woodbury County, Iowa will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). [www.sam.gov](http://www.sam.gov) (200.213)
- B. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.326 and Appendix II to Part 200.
- C. Woodbury County, Iowa will maintain written standards of conduct covering conflicts of interest and must provide for disciplinary action to be applied for violations of such standards as defined in 2 CFR 200.318 (c) (1).

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest:

\_\_\_\_\_  
Keith Radig, Chairman  
Woodbury County Board of Supervisors

\_\_\_\_\_  
Patrick Gill  
Woodbury County Auditor

## WOODBURY COUNTY, IOWA PROCUREMENT POLICY

### PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

### APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for Woodbury County related to the implementation and administration of the CDBG award. All procurement will be done in accordance with 24 CFR; Part 85.36.

### POLICY:

#### **METHODS OF PROCUREMENT**

Procurement under grants shall be made by one of the following methods, as described herein: (a) small purchase procedures; (b) sealed bids (formal advertising); (c) competitive proposals; (d) noncompetitive proposals.

A. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other-property, costing in aggregate not more than \$100,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources..

B. In sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction.

1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:
  - (a) A complete, adequate and realistic specification or, purchase description is available.
  - (b) Two or more responsible bidders are willing and able to compete effectively for Woodbury County business; and
  - (c) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.
2. When sealed bids are used for a procurement under a grant, the following requirements apply:
  - (a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.
  - (b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
  - (c) All bids shall be opened publicly at the time and place stated in the invitation for bids.
  - (d) A firm-Fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to

determine low bid when prior experience of Woodbury County indicates that such discounts are generally taken.

- (e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.

C. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals is generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:

1. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
2. Requests for Proposals shall be solicited from an adequate number of qualified sources.
3. Woodbury County shall have a method for conducting evaluations of the proposals received and for selecting awardees.
4. Awards will be made to the responsible offeror whose proposal will be most\_ advantageous to the procuring party, with price (other than architectural engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
5. Recipient may use competitive proposal procedures for qualification-based procurement of architectural engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It can not be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.

D. Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals maybe used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:

1. The item is available from only a single source;
2. After solicitation of a number of sources, competition is determined inadequate;
3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
4. The awarding agency (IDED) authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Department of Economic Development).

E. Woodbury County will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.

F. Any other method of procurement must have prior approval of the Iowa Department of Economic Development.

#### **CONTRACT PRICING**

A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

B. Woodbury County shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

#### **PROCUREMENT RECORDS**

Woodbury County shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Passed and adopted this 11<sup>th</sup> day of June, 2002.

  
\_\_\_\_\_  
Larry D. Clausen, Chairman  
Woodbury County Board of Supervisors

ATTEST

Patrick F. Gill, Woodbury County Auditor

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

**#8a**

Date: 3/20/19 Weekly Agenda Date: 3/26/19

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** David Gleiser, CED Director

**WORDING FOR AGENDA ITEM:**

Authorize Chairman to sign Memorandum of Understanding with NEW Cooperative, Inc.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

This item requests the Board to authorize the Chairman to sign an MOU between NEW Cooperative, Inc (NEW co-op). and the County for an expansion of the NEW co-op grain handling facility in rural Anthon (2309 Hwy. 39, Anthon, IA 51004).

**BACKGROUND:**

In 2012, the County created an urban renewal area/tax increment financing district, and entered into a Development Agreement with Platinum Grain, LLC. for the construction of the grain handling facility in rural Anthon. In 2017, NEW co-op. acquired Platinum Grain and all of its assets. Per the terms of the original Development Agreement, NEW co-op. was eligible to receive the remaining tax increment rebate payments owed to Platinum Grain as its successor. On 6/13/17, the Board passed Resolution No. 12,580 to assign the Development Agreement and transfer all remaining tax increment rebate payments to NEW co-op. This MOU is intended to clarify the framework in which tax increment rebate payments will be made to NEW co-op for the duration of the Development Agreement.

**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:**

Authorize the Chairman to sign the memorandum of understanding with NEW Cooperative, Inc.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to authorize the Chairman to sign the memorandum of understanding with NEW Cooperative, Inc.

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), entered this 11<sup>th</sup> day of March, 2019 between NEW Cooperative, Inc. (hereinafter “NEW Cooperative”) and Woodbury County, Iowa, a county government (hereinafter the “County”).

### **Purpose**

This MOU is intended to clarify the framework in which tax increment rebate payments will be made to NEW Cooperative from the County for the duration of the Development Agreement, including any expansion of the grain handling facility located at 2309 Highway 39, Anthon, IA 51004.

### **Background**

In 2012, Platinum Grain, LLC (hereinafter “Platinum Grain”) proposed to construct a grain handling facility in Woodbury County, Iowa (2309 Highway 39, Anthon, IA 51004). At the request of Platinum Grain, the County created the Platinum Grain Urban Renewal Area to provide tax increment financing assistance to Platinum Grain for the construction of the grain handling facility project. On May 8, 2012, Platinum Grain and the County entered into a Development Agreement (ATTACHMENT A). On May 30, 2017, NEW Cooperative acquired Platinum Grain and all its assets by entering into a Purchase Agreement (ATTACHMENT B).

Per the terms of the Development Agreement between Platinum Grain and the County, NEW Cooperative was eligible to receive the remaining tax increment rebate payments owed to Platinum Grain as its successor. On June 13, 2017, the County passed a Resolution to assign the Development Agreement and transfer economic development tax increment rebate payments to NEW Cooperative from Platinum Grain, Resolution No. 12,580 (ATTACHMENT C).

Furthermore, the Development Agreement states, “To the extent that the Company expands the Project prior to the termination of this Agreement, the County agrees to make Payments with respect to the additional taxable valuation at the percentages set out above, for the remainder of the original ten-year payment period of this Agreement.”

In the event an expansion occurs, payments for the expansion will be made on December 1 and June 1 of each fiscal year, beginning in the first fiscal year for which the County receives incremental property tax revenues with respect to an increase in the taxable valuation of the property over the valuation shown on the tax rolls as of January 1, 2019 (the “New Incremental Property Tax Revenues”), and continuing for the remainder of the original ten-year payment period of the Development Agreement, or until such earlier date upon which total payments equal to \$2,000,000 have been made. For example, if an increase in taxable valuation of the Property is placed on the Woodbury County tax rolls as of January 1, 2020, the first Payment will be made on December 1, 2021.

**Current Rebate Payment Schedule**

<u>FY</u>	<u>Agree to % of Rebate</u>	<u>Total TIF Taxable Value</u>	<u>Tax Rate</u>	<u>Gross Tax</u>	<u>Less: BPTC</u>	<u>Net Tax Paid</u>	<u>Less Other Debt Levys</u>	<u>Tax Rebate to Platinum</u>	<u>Installment</u>
14-15	75%	2,989,337	23.67048	70,759.04	571.87	70,187.17		52,640	
15-16	75%	4,273,128	22.87457	97,745.97	1,441	96,304.53		72,228	
16-17	75%	4,563,572	23.00890	105,002.77	-	105,002.77	6,770.00	98,233	
17-18	75%	4,563,932	23.09066	105,384.20	-	106,070.00		106,070	
18-19	75%	4,593,632	22.75956	104,549.04		104,549.04	6,299.00	49,203	1st Half
19-20	50%	6,124,842	22.07100	139,399.00		139,399.00			2nd Half
20-21	50%			-		-		-	
21-22	50%			-		-		-	
22-23	50%			-		-		-	
23-24	50%			-		-		-	

Total Rebate not to Exceed Aggregate of \$ 2,000,000

378,374

**Duration**

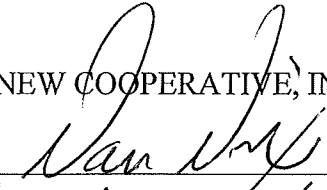
This MOU shall become effective upon signature by the authorized officials of participating entities and will remain in effect until June 30, 2024, or on such earlier date on which the County has made payments to NEW Cooperative in a total amount not to exceed \$2,000,000.

WOODBURY COUNTY, IOWA

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

Attest:

By: \_\_\_\_\_  
County Auditor

NEW COOPERATIVE, INC  
By:   
General Manager

## ATTACHMENT A

### DEVELOPMENT AGREEMENT

This Agreement is entered into between Woodbury County, Iowa (the "County") and Platinum Grain, LLC (the "Company") as of the 8th day of May, 2012.

WHEREAS, at the request of the Company, the County is in the process of creating the Platinum Grain Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the Company owns certain real property which is situated within the Urban Renewal Area, described as follows:

That part of the Northeast Quarter of the Northeast Quarter of Section 7 and that part of the Northwest Quarter of the Northwest Quarter of Section 8, ALL in Township 87 North, Range 43 West of the 5<sup>th</sup> P.M., Woodbury County, Iowa, described as follows:

Beginning at the northwest corner of said Section 8; Thence South 88 degrees 35 minutes 25 seconds East (assumed bearing) along the north line of the Northwest Quarter of said Section 8 a distance of 722.89 feet to the west line of Iowa Highway 31; Thence southerly 891.76 feet along said west line, along a nontangential curve concave to the east, having a central angle of 18 degrees 40 minutes 40 seconds, a radius of 5,810.00 feet, a chord of 890.89 feet and chord bearing of South 18 degrees 22 minutes and 03 seconds West; Thence North 88 degrees 26 minutes 52 seconds West parallel with the north line of the Northeast Quarter of said Section 7 a distance of 906.34 feet; Thence North 01 degrees 33 minutes 08 seconds East perpendicular with the north line of said Northeast Quarter 851.00 feet to the north line of said Northeast Quarter; Thence South 88 degrees 26 minutes 52 seconds East along said North line 441.17 feet to the point of beginning.

(the "Property") and;

WHEREAS, the Company intends to construct a grain handling facility on the Property (the "Project"); and

WHEREAS, the Company has requested tax increment financing assistance in paying the costs of the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes counties to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;



NOW THEREFORE, the parties hereto agree as follows:

**A. Company's Covenants**

1. The Company agrees to construct the Project on the Property and to use the Project as a grain handling facility until the termination date of this Agreement.
2. The Company agrees to make timely payment of all property taxes as they come due until the termination date of this Agreement and to submit a receipt or cancelled check to the County in evidence of each such payment.
3. The Company agrees to enter into a minimum assessment agreement in substantially the form attached to this Agreement as Exhibit A, in order to guarantee to the County that the taxable valuation of the Property will not be less than \$1,250,000 until the termination date of this Agreement.

**B. County's Obligations**

In recognition of the Company's obligations set out above, and contingent on the Company being in compliance with those obligations at all times until the termination date of this Agreement, the County agrees to make economic development tax increment payments (the "Payments") to the Company for ten fiscal years, pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however, that the aggregate, total amount of the Payments shall not exceed \$2,000,000.

The Payments will be made on December 1 and June 1 of each fiscal year, beginning in the first fiscal year for which the County receives incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the tax rolls as of January 1, 2012 (the "Incremental Property Tax Revenues"), and continuing for ten fiscal years or until such earlier date upon which total Payments equal to \$2,000,000 have been made. For example, if an increase in taxable valuation of the Property is placed on the Woodbury County tax rolls as of January 1, 2013, the first Payment will be made on December 1, 2014.

Each Payment shall be equal to a percentage of the total Incremental Property Tax Revenues received by the County with respect to the Property in the six months preceding such Payment date, as follows:

Years 1-5: 75%  
Years 6-10: 50%

Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levies and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly.

The Payments shall not constitute general obligations of the County, but shall be made solely and only from Incremental Property Tax Revenues attributable to the Property that are received by the Woodbury County Treasurer.

To the extent that the Company expands the Project prior to the termination date of this Agreement, the County agrees to make Payments with respect to the additional taxable valuation at the percentages set out above, for the remainder of the original ten-year payment period of this Agreement.

The County agrees to make the required certifications to document the obligation of the County to rebate to the Company future Incremental Property Tax Revenues attributable to the Property.

**C. Administrative Provisions**

1. This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the County hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a lender, as security, without further action on the part of the County.

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

4. This Agreement shall terminate on June 30, 2024, or on such earlier date on which the County has made Payments to the Company in a total amount not to exceed \$2,000,000.

The County and the Company have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

WOODBURY COUNTY, IOWA

By: Jackie Smith  
Chairperson, Board of Supervisors

Attest:

Jessie Deputy  
County Auditor

PLATINUM GRAIN, LLC

By: Nick Barzish, General Manager

Preparer Information: Robert E. Josten, Dorsey & Whitney LLP, 801 Grand, Suite 3900, Des Moines, Iowa 50309 (515) 283-1000

### MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the 3d day of April, 2012, is entered into by and among the Board of Supervisors of Woodbury County, Sioux City, Iowa (the "County"), Platinum Grain, LLC (the "Property Owner"), and the County Assessor of Woodbury County (the "Assessor").

#### WITNESSETH

WHEREAS, the Property Owner owns certain real property the legal description of which is:

That part of the Northeast Quarter of the Northeast Quarter of Section 7 and that part of the Northwest Quarter of the Northwest Quarter of Section 8, ALL in Township 87 North, Range 43 West of the 5<sup>th</sup> P.M., Woodbury County, Iowa, described as follows:

Beginning at the northwest corner of said Section 8; Thence South 88 degrees 35 minutes 25 seconds East (assumed bearing) along the north line of the Northwest Quarter of said Section 8 a distance of 722.89 feet to the west line of Iowa Highway 31; Thence southerly 891.76 feet along said west line, along a nontangential curve concave to the east, having a central angle of 18 degrees 40 minutes 40 seconds, a radius of 5,810.00 feet, a chord of 890.89 feet and chord bearing of South 18 degrees 22 minutes and 03 seconds West; Thence North 88 degrees 26 minutes 52 seconds West parallel with the north line of the Northeast Quarter of said Section 7 a distance of 906.34 feet; Thence North 01 degrees 33 minutes 08 seconds East perpendicular with the north line of said Northeast Quarter 851.00 feet to the north line of said Northeast Quarter; Thence South 88 degrees 26 minutes 52 seconds East along said North line 441.17 feet to the point of beginning.

(the "Property") and

WHEREAS, the Property Owner will undertake the development of a grain handling facility on the Property; and

WHEREAS, the Property will be located within the Woodbury County Platinum Grain Urban Renewal Area; and

WHEREAS, the County has agreed to enter into that certain Development Agreement between the County and the Property Owner dated as of the 3d day of April, 2012 (the "Development Agreement") and to make certain incremental property tax payments to the Property Owner; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the County and the Property Owner desire to establish a minimum actual value (the "Minimum Actual Value") for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2013, and from then until this Agreement is terminated pursuant to the terms hereof and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made, do hereby agree as follows:

1. The Minimum Actual Value which shall be assessed for the Property with the improvements constructed thereon, as of January 1, 2013 shall be \$1,250,000, which shall continue as the Minimum Actual Value until termination of the County's obligations under the Development Agreement.
2. To the extent that, by action of state law or otherwise, the taxable valuation of the Property is shown on the records of the County Auditor to be less than the Minimum Actual Value, the parties agree that the County Assessor should adjust that actual valuation figure in such manner to produce a taxable valuation figure equal to the Minimum Actual Value figure. The terms "actual value" and "taxable value" as used in this Minimum Assessment Agreement shall have the same meaning as that given to those terms in Chapter 441 of the Code of Iowa.
3. In accordance with Section 403.6 of the Code of Iowa, this Agreement does not prohibit the Assessor from assigning a higher actual value to the Property nor does it prohibit the Property Owner from seeking administrative or legal remedies to reduce the actual value assigned by the Assessor, except that the Property Owner shall not seek to have the actual value reduced below the Minimum Actual Value set out in paragraph 1 of this Agreement.
4. This Agreement shall be promptly recorded with the Woodbury County Recorder, along with a copy of Iowa Code Section 403.6.
5. Neither the preambles nor provisions of this Agreement are intended to modify, nor shall they be construed as modifying, the terms of any other contract or agreement between the County and the Property Owner.
6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
7. The County and the Property Owner have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, and the County's seal to be affixed, all as of the day and date written above.

WOODBURY COUNTY, IOWA

By Jackie Smith  
Chairperson, Board of Supervisors

Attest:

John J. S. Deputy  
County Auditor  
(SEAL)

PLATINUM GRAIN, LLC

By Rick Bawdick  
General MANAGER

Attest:

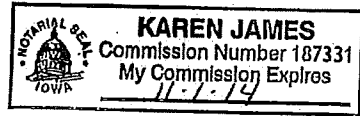
\_\_\_\_\_

STATE OF IOWA                    )  
  )  
COUNTY OF WOODBURY        )

SS:

On this 8<sup>th</sup> day of May, 2012, before me the undersigned, a Notary Public in and for the said County and State, personally appeared Jackie Smith and Jean Jessen, Deputy Auditor to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Woodbury County, Iowa, the County executing the instrument to which this is attached; that the seal affixed hereto is the seal of said County, that said instrument was signed and sealed on behalf of said County, by authority of its Board of Supervisors; and that said individuals, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by them voluntarily executed.

Karen James  
Notary Public



STATE OF IOWA )  
 )  
COUNTY OF WOODBURY )

On this 8th day of May, 2012, before me the undersigned, a Notary Public in and for the State of Iowa personally appeared Nick Bowdish and \_\_\_\_\_, to me personally known, who, being duly sworn did say that they are the General Manager and \_\_\_\_\_ of Platinum Grain, LLC, the corporation executing the instrument to which this is attached; that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that the said individuals acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Karen James  
Notary Public



CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the Property which is described in the Minimum Assessment Agreement to which this certification is attached, upon completion of the improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements on the Property shall be not less than the amount shown, until termination of the Agreement pursuant to the terms thereof.

Kathy Sands  
County Assessor for Woodbury County,  
State of Iowa

Subscribed and sworn to before me this 10<sup>th</sup> day of May, 2012.

Karen James  
Notary Public





## ATTACHMENT B

### PURCHASE AGREEMENT

THIS AGREEMENT, dated this 30th day of May, 2017, by and between PLATINUM GRAIN, LLC, an Iowa limited liability company with its principal office at 501 W. Highway 212, Box 159, Granite Falls, MN 56241 ("Platinum") and NEW COOPERATIVE, INC., an Iowa cooperative association with its principal office at 2424 1st Avenue South, Fort Dodge, IA, 50501 ("NEW Cooperative").

#### RECITALS:

WHEREAS, Platinum owns a grain handling facility at 2309 Highway 31, Anthon, Woodbury County, Iowa which consists of an office, metal load-out building, four (4) steel bins, and associated fixtures and equipment (including conveyors, scale, grain measuring devices, and office supplies and furnishings) situated on a 20-acre parcel of land (hereinafter collectively referred to as the "Facility"); and

WHEREAS, NEW Cooperative desires to purchase the Facility on a "turn-key" basis on the terms and subject to the conditions set forth herein.

WHEREFORE, in consideration of the mutual covenants and promises herein, and other good and valuable consideration, the parties agree as follows:

1. **ASSETS TO BE ACQUIRED.** Subject to the satisfaction or waiver of the closing conditions contained in this Agreement, on August 31, 2017 (the "Closing Date"), Platinum hereby agrees to sell, convey, transfer and deliver to NEW Cooperative the following described assets free of all liens, encumbrances, and claims other than the Permitted Encumbrances (as defined below) (hereinafter collectively the "Assets") effective as of September 1, 2017 (the "Effective Date"):

- 1.1 *Real Estate.* The 20-acre (more or less) Facility parcel (the "Real Estate"). Said Real Estate, to be described on attached **Schedule 1.1**, includes all improvements, fixtures, easements, hereditaments, and appurtenances associated therewith. The Real Estate is being acquired subject only to the Permitted Encumbrances.
- 1.2 *Fixed Assets.* Those fixed assets, fixtures, and equipment at the Facility to be set forth on attached **Schedule 1.2**.
- 1.3 *Inventories.* All merchantable inventories of grain at the Facility as of the close of business on the Closing Date to be determined by physical inventory (the "Inventories").
- 1.4 *Facility-Specific Items.* The following personal property at or associated with the Facility:
  - a.) *Operating Supplies and Similar Items.* All operating supplies, fuel, packaging, maintenance, warehouse and office equipment and supplies,

spare parts, tools, maintenance equipment and all similar items, and all other tangible personal property not held for resale, at said Facility.

b.) *Sales and Administrative Property.* All of Platinum's customer and supplier lists, books and records, computer programs and systems and other sales and administrative property relating to the Facility.

c.) *Intangibles Assets.* All (i) telephone, internet, or other listings or advertising in the name of Platinum; (ii) trademarks, tradenames, or copyrights related to Facility.

1.5 *Excluded Assets.* All assets of Platinum other than the Assets, including all cash and cash equivalents and accounts receivable for Inventories sold prior to Closing, shall not be sold to NEW Cooperative and shall remain the property of Platinum.

## 2. PURCHASE PRICE/CONSIDERATION.

2.1 *Non-Inventory Assets.* The purchase price for the Assets (other than Inventories) shall be [REDACTED] which amount shall payable in full at Closing, less earnest money in the amount of \$100,000.00 to be paid to the Trust Account of Attorney Eric J. Elde by NEW Cooperative upon the execution of this Agreement by both parties. The purchase price shall be allocated among the Assets, to be set forth on attached Schedule 2.1.

2.2 *Inventories.* In addition to the payment under 2.1 above, NEW Cooperative shall also buy the Inventories, determined as follows:

a.) All Inventories shall be priced at market value as of the close of business on the Closing Date, LESS a handling margin of \$.10/bushel.

b.) All open grain purchase and sales contracts will be brought to current market as of the close of business on the Closing Date (and the resulting net gain or loss included as a component of the grain Inventories).

Payment for the items described in this paragraph 2.2 shall be made by NEW Cooperative within seven (7) days of completion of the Final Inventory tally, which shall occur no later than September 15, 2017.

c.) From and after the Closing, NEW Cooperative shall be responsible for any contracted storage obligations for non-Platinum owned grain at the Facility.

2.3 *Assumed Liabilities.* NEW Cooperative is not assuming any liabilities of Platinum.

3. **FINAL INVENTORY/CLOSING.**

3.1 Final Physical Inventory. The parties and their professional advisors shall mutually take a physical count of the Inventories as of close-of-business on the Closing, which results shall be entered on the appropriate schedules hereto as soon as the results are verified.

3.2 NEW Cooperative will assume possession and operational control of the Facility on the Effective Date.

3.3 Deliveries at Closing. At the Closing, Platinum and NEW Cooperative shall respectively deliver the following duly executed documents and instruments, in addition to those which may be required by the various other provisions of this Agreement.

a.) *Platinum's Deliveries:*

(i) A SPECIAL Warranty Deed for the Real Estate to be conveyed by Platinum to NEW Cooperative, subject to the Permitted Encumbrances, along with the corresponding Declaration of Value and Groundwater Hazard Statement.

(ii) Bill of Sale and/or Certificates of Title for all of the fixed assets, equipment, Inventories, and other Assets purchased and sold hereunder.

(iii) A Resolution of the members of Platinum authorizing the transactions contemplated by this Agreement, and certified by the Corporate Secretary.

(iv) Such other documents or instruments as are necessary or appropriate to vest in NEW Cooperative full and complete right, title and interest in and to all of the Assets, free and clear of all liens and encumbrances except for Permitted Encumbrances.

b.) *NEW Cooperative's Deliveries:*

(i) The purchase price and other items of consideration contemplated under Article 2 of this Agreement.

3.4 Prorations/Expenses. The parties hereto understand and agree that all regular operating expenses and utility accounts related to the Facility will be prorated as of the Closing Date. Platinum shall be responsible for all such charges accruing up to said time and date and NEW Cooperative shall be responsible for all such expenses accruing thereafter. All real estate taxes shall be prorated as of the Effective Date using the most current assessed values and levy rates then available, and all prior taxes shall be paid by

Platinum. Platinum shall also pay in full any outstanding special assessments against the Real Estate.

Each party to this Agreement shall pay its own expenses incidental to the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated hereby, including, without limitation, the fees and expenses of their respective legal counsel and accountants.

3.5 Title/Abstracts.

a.) By not later than July 15, 2017, Platinum shall obtain an abstract of title to the Real Estate continued through the Effective Date, and deliver it to NEW Cooperative for examination. It shall be prepared in conformity with this Agreement, Iowa law and the Title Standards of the Iowa State Bar Association. NEW Cooperative shall have 10 days to review such abstracts and make objections to the title. In the event of title objections, Platinum shall propose a cure, and if NEW Cooperative does not accept the proposed cure, it may cancel this Agreement and have its earnest money returned in full. To the extent that NEW Cooperative does not timely object to a matter shown in the abstract, such matter will be a "Permitted Encumbrance." Upon consummation of this transaction, the abstract shall become the property of the NEW Cooperative.

b.) Platinum will furnish to NEW Cooperative true and correct and complete copies of all surveys or lawyers' title opinions it has with respect to the Real Estate.

c.) Platinum shall also furnish to NEW Cooperative true, correct and complete copies of any leases in effect at the Facility. Each leased item is in such condition that, upon return of such property to its owner in its present condition at the end of the relevant lease term or as otherwise contemplated by the agreement between Platinum and the owner or lessor thereof, its obligations to such owner or lessor will be discharged.

4. **INTERIM CONDUCT BY PLATINUM.**

4.1 Access to Assets. From the date of this Agreement until the Closing, Platinum shall permit NEW Cooperative and its agents access to the Assets at all reasonable times for the purpose of inspection, survey and appraisal.

4.2 Maintenance of Assets. All Assets shall be used, operated, maintained and repaired consistent with past practices and in the ordinary course of business and Platinum shall not subject the Assets to any lien or encumbrance of any nature after the date hereof other than the Permitted Encumbrances. Platinum shall maintain all property, casualty and liability insurance in effect with respect to its Assets as of the date hereof through the Closing Date. The foregoing are subject to the provisions of Section 4.4.

- 4.3 Interim Conduct of Business. Until the Closing, Platinum will conduct its business at the Facility in the ordinary and usual course, and from the date hereof to the Closing Date, Platinum shall not: (i) except for any Permitted Encumbrances, encumber or permit to be encumbered any of the Assets; (ii) dispose of or contract to dispose of any of the Assets, except in the regular and ordinary course of business; (iii) enter into any lease or contract with respect to the Facility which will not be performed in full prior to the Closing without full disclosure to and the prior consent of NEW Cooperative.
- 4.4 Loss Prior to the Closing Date. From the date hereof until the Closing Date, the risk of loss of or damage to the Assets shall be and remain that of Platinum. In the event between the date of this Agreement and the Closing Date, any of the Assets are damaged or destroyed by fire or other casualty, Platinum shall immediately notify NEW Cooperative in writing of such occurrence, and upon receipt of such notice NEW Cooperative may elect to:
- a.) Terminate this Agreement, in which event the entire earnest money shall be refunded to NEW Cooperative, and all obligations of NEW Cooperative and Platinum hereunder shall cease; or
  - b.) Elect to consummate this transaction, in which event Platinum shall assign to NEW Cooperative all insurance proceeds payable as a result of such damage or destruction.
  - c.) NEW Cooperative shall have 30 days from the date of its receipt of notice of such damage or destruction within which to elect to exercise its rights under (a) or (b) of this subsection. The Closing Date shall be delayed until NEW Cooperative makes such election.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF PLATINUM.** As a material inducement to NEW Cooperative to enter into this Agreement, Platinum hereby represents, warrants and covenants to and with NEW Cooperative as follows as of the Closing Date:

- 5.1 Organization, Good Standing and Corporate Power. Platinum is a limited liability company association duly organized, validly existing and in good standing under the laws of the State of Iowa and has the corporate power to own, and operate the Assets and carry on its business as now being conducted and to enter into this Agreement and perform its obligations hereunder. Platinum is qualified to do business in Iowa.
- 5.2 Corporate Authorization, Binding Effect. The execution, delivery and performance of this Agreement by Platinum has been duly authorized by the members of Platinum, and this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary statutory and corporate action on the part of Platinum and constitutes the legal, valid and binding obligation of Platinum.

- 5.3 No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Platinum will not result in a breach or violation of, or constitute a default under Platinum's governing documents, or any agreement to which Platinum is a party or by which Platinum is bound or to which any of Platinum's property or Assets is subject, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Platinum.
- 5.4 Title to Assets, Absence of Liens, Condition of Assets. Platinum has good and marketable title to all of the Assets and the instruments of conveyance, and other endorsements and instruments of transfer and assignment contemplated by this Agreement shall be sufficient to transfer good and marketable title to the Assets to NEW Cooperative, other than Permitted Encumbrances, free and clear of all pledges, liens, defects, leases, licenses, equities, conditional sales contracts, charges, claims, encumbrances, security interests, easements, restrictions, chattel mortgages, mortgages or deeds of trust. The Assets are in good and usable condition, ordinary wear and tear excepted, and are in good repair and have been maintained in accordance with good business and maintenance practice.
- 5.5 Environmental. To the best of the knowledge of Platinum, the Facility is currently in compliance with all applicable laws and regulations, including environmental, health and safety laws and regulations; that all required governmental permits and licenses are in effect; that to the best of the knowledge of Platinum, there are no, nor have there been, environmental, health, or safety hazards with respect to the Assets and there are no pob's, asbestos or other hazardous waste substances present on or in the Assets. Platinum has no knowledge of pending or threatened actions, proceedings or notices of potential action by any governmental agency regarding the condition of the Assets or the violation of any environmental, health or safety laws and there are no pending, threatened or contingent proceedings concerning waste disposal with respect to the Assets.
- 5.6 Litigation. There is no claim, action, suit or proceeding pending, or to the best of Platinum's knowledge, threatened against Platinum or the Assets.
- 5.7 Brokers and Finders. Platinum has not employed any investment banker, broker or finder, or incurred any liability for any brokerage fees, commissions or finders fees in connection with the transactions contemplated by this Agreement.

6. **REPRESENTATION AND WARRANTIES OF NEW COOPERATIVE.**  
NEW Cooperative represents and warrants to and with Platinum as follows:

- 6.1 Organization, Power. NEW Cooperative is a cooperative association duly organized, existing and in good standing under the laws of the State of Iowa,

and has all requisite corporate power and authority to own, operate and lease its properties, and to carry on its business as now being conducted and to enter into this Agreement and perform its obligations hereunder.

- 6.2 Authority Relative to Agreement. The execution, delivery and performance of this Agreement by NEW Cooperative and the consummation by it of the transactions contemplated hereby, have been approved by all necessary corporate action on the part of NEW Cooperative, and this Agreement constitutes the legal, valid and binding obligations of NEW Cooperative.
- 6.3 No Government Authorization Required. No consent, approval, authorization or order of, or qualification with, any court, regulatory authority or other governmental body is required for the consummation by NEW Cooperative of the transactions contemplated by this Agreement.
- 6.4 No Conflict With Other Instruments or Agreements. The execution, delivery and performance of this Agreement by NEW Cooperative will not result in a breach or violation of, or constitute a default under NEW Cooperative's Articles of Incorporation or By-laws, or any agreement to which NEW Cooperative is a party or by which NEW Cooperative is bound or to which any of NEW cooperative's property is subject, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over NEW Cooperative in effect at the date hereof.
- 6.5 Brokers and Finders. NEW Cooperative has not employed any investment banker, broker or finder, or incurred any liability for any brokerage fees, commissions or finders fees in connection with the transactions contemplated by this Agreement.

7. **CONDITION OF ASSETS - DISCLAIMER.** IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT THE ASSETS ARE AND WILL BE SOLD, ASSIGNED, TRANSFERRED AND CONVEYED TO NEW COOPERATIVE IN AN "AS IS, WHERE IS" CONDITION AND PLATINUM MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE CONDITION, OPERABILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY OF CONSTRUCTION, WORKMANSHIP, SAFETY OR ANY OTHER ASPECT OF SUCH PROPERTIES AND PLATINUM HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING SUCH PROPERTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO SUCH REPRESENTATION OR WARRANTY HAS BEEN OR WILL BECOME A BASIS OF THE BARGAIN BETWEEN THE PARTIES, NOR HAS BEEN OR WILL BE RELIED UPON BY NEW COOPERATIVE. NEW COOPERATIVE REPRESENTS AND WARRANTS THAT NEW COOPERATIVE HAS EXAMINED AND INSPECTED THE ASSETS AND IS SATISFIED THEREWITH.

8. **CONDITIONS PRECEDENT.**

8.1 The obligation of NEW Cooperative to close on the purchase of the Assets is subject to the satisfaction of each of the following conditions on or before the Closing Date;

a.) *Representations and Warranties.* All representations and warranties of Platinum made herein shall be true in all respects at and as of the Closing Date;

b.) *Compliance with Agreement.* Platinum shall have complied with and performed each and every one of the covenants and obligations hereunder which are to be performed and satisfied prior to or on the Closing Date;

c.) *Claims or Actions.* No suit, action or other proceeding shall be pending or threatened involving any of the Assets, or intended to prevent or which may have the effect of preventing the consummation of the transaction contemplated hereby;

8.2 The obligation of Platinum to close is subject to the satisfaction, at or before the Closing, of each of the following conditions:

a.) *Approval of Platinum.* Platinum shall take action to notify its members of the purchase and sale contemplated herein, and the members shall approve same.

b.) *Representations and Warranties.* All representations and warranties of NEW Cooperative contained herein shall be true in all respects, as though such representations and warranties were made at and as of the Closing Date; and

c.) *Compliance with Agreement.* NEW Cooperative shall have complied with and performed each and every of its covenants and obligations hereunder which are to be performed and satisfied on or before the Closing Date.

9. **PLATINUM EMPLOYEES.** NEW Cooperative is not agreeing to hire any of Platinum's employees in conjunction with its purchase of the Assets. Platinum hereby represents and warrants that it shall be responsible to pay all compensation, bonuses, accrued vacation or sick leave, paid-time-off, and all other benefits or claims payable to any employees of Platinum whose jobs are terminated as a result of the sale of the Assets in compliance with any applicable state or federal law.

10. **CONDEMNATION.** In the event between the date of this Agreement and the Closing Date any condemnation or eminent domain proceedings are initiated which might result in the taking of any part of the Assets, which would materially adversely affect the operation of the Facility, NEW Cooperative may:



- 10.1 Terminate this Agreement, in which event all rights and obligations of the parties hereunder shall cease.
- 10.2 Elect to consummate this transaction, in which event Platinum shall assign to NEW Cooperative all of Platinum's right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings.

Platinum shall immediately notify NEW Cooperative in writing of the occurrence of any condemnation or eminent domain proceedings. If such proceedings would result in the taking of any part of the Assets, NEW Cooperative shall then notify Platinum within ten (10) days of NEW Cooperative's receipt of Platinum's notice whether NEW Cooperative elects to exercise its rights under 10.1 or 10.2 of this Section. The Closing Date shall be delayed until NEW Cooperative makes such election, which NEW Cooperative shall make no later than 10 business days after receipt of notice of any condemnation proceedings.

**11. PUBLICITY/CONFIDENTIALITY.** In an effort to coordinate the public announcement of the sale of the Facility, the parties agree that they will cooperate with each other in the preparation of a joint news release announcing the transaction contemplated by this Agreement, and that such release shall not be made until July 1, 2017. Prior to said mutual public announcement, neither NEW Cooperative nor Platinum nor any of their employees or agents, shall disclose directly or indirectly to any outside party, any information concerning the transaction contemplated herein, except as required by law or to facilitate the closing of such transaction.

In the event the purchase is not consummated, both parties agree that all confidential information received from the other shall not be disclosed to any third or outside party and all such confidential information supplied or made available by each party shall be returned to that party as soon as practicable. This covenant shall survive any termination of this Agreement without consummation of the transaction contemplated herein. Notwithstanding the foregoing, nothing herein shall be deemed to restrict either party from disclosing such confidential information to professional advisors for the purposes of evaluating such confidential information.

**12. MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions shall apply to this Agreement:

- 12.1 Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or mailed by certified mail, return receipt requested, postage prepaid, as follows:

If to Platinum:	Mr. Ross Baldwin, General Manager Platinum Grain, LLC Box K Anthon, IA 51004
-----------------	---

With copies to: Platinum Grain, LLC  
Attn: President  
c/o Fagen, Inc.  
501 W. Highway 212  
P. O. Box 159  
Granite Falls, MN 56241

and Thomas A. Jeusen, Esq.  
Stinson Leonard Street LLP  
150 South Fifth Street  
Suite 2300  
Minneapolis, MN 55402

If to NEW Cooperative: Mr. Dan Dix, General Manager  
NEW Cooperative, Inc.  
2626 First Avenue South  
Fort Dodge, Iowa 50501

or at such other address as any party hereto shall have designated by notice in writing to the other parties hereto.

12.2 Waivers. Any party hereto may, by written notice to the other party hereto, (i) extend the time for performance of any of the obligations or other actions of the other under this Agreement, (ii) waive any inaccuracies in the representations and warranties of the other contained in this Agreement or in any documents delivered pursuant to this Agreement, (iii) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (iv) waive or modify performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. The waiver by any party hereto of a breach of any portion of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12.3 Survival of Representations, Warranties, and Covenants. All representations, warranties, covenants, and agreements of the parties contained in this Agreement, or in any instrument, certification, opinion or other writing provided for herein, shall, unless otherwise specifically provided herein, survive the Closing of the transaction contemplated by this Agreement for a period of 12 months.

12.4 Entire Agreement. This Agreement, the Schedules and any other documents executed in performance of this Agreement, shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof

and supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Agreement agree to execute any additional documents that may be required in order to carry out the acts called for in the Agreement or to fulfill the purposes or promises contained in this Agreement.

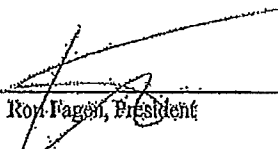
- 12.5 Applicable Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Iowa applicable to contracts made and performed in Iowa.
- 12.6 Binding Effect, Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns; nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 12.7 Assignability. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the other party hereto.
- 12.8 Effect of Headings. The headings of the various sections and subsections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.
- 12.9 Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agent prepared the same, it being agreed that representatives of both parties have negotiated and participated in the preparation hereof.

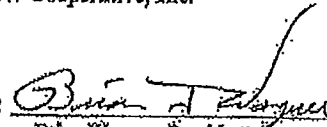
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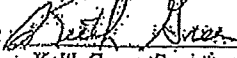
IN WITNESS WHEREOF, the parties have each executed this Agreement on date first above written.

Platinum Grain, LLC

NEW Cooperative, Inc.

By:   
Roy Fagan, President

By:   
Brian Wagner, President

By:   
Keith Green, Secretary

## ATTACHMENT C

RESOLUTION NO. 12,580

A RESOLUTION TO ASSIGN DEVELOPMENT AGREEMENT AND TRANSFER ECONOMIC DEVELOPMENT TAX INCREMENT REBATE PAYMENTS TO NEW COOPERATIVE, INC. FROM PLATINUM GRAIN, LLC.

WHEREAS, Woodbury County, Iowa (the "County"), entered into a Development Agreement with Platinum Grain, LLC, an Iowa limited liability company ("Platinum"), on May 8, 2012 to provide a rebate of incremental taxes on a grain handling facility (the "Facility") at 2309 Highway 31, Anthon, Woodbury County, Iowa; and

WHEREAS, NEW Cooperative, Inc., an Iowa cooperative association ("NEW Cooperative"), desires to purchase the Facility and requests that the Development Agreement and therefore the economic development tax increment payments (the "Payments") be assigned and the Development Agreement transferred to NEW Cooperative for the remainder of the fiscal years, pursuant to Chapters 15A and 403 of the Code of Iowa, understanding that the aggregate, total amount of the Payments made collectively to Platinum and New Cooperative over ten fiscal years shall not exceed \$2,000,000; and

WHEREAS, the executed Development Agreement may not be amended or assigned by either party without the express permission of the other party; and

WHEREAS, Platinum requests that the Development Agreement and the Payments be assigned to NEW Cooperative.

NOW THEREFORE, IT IS RESOLVED by the Board of Supervisors of Woodbury County, Iowa, as follows:

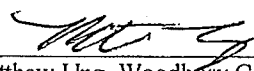
Section 1. This Board approves the assignment of the Development Agreement and the transfer of remaining Payments to NEW Cooperative, subject in all respects to, and effective as of the closing of the sale of the Facility to NEW Cooperative.

Section 2. A copy of the final, executed Purchased Agreement for the sale and purchase of the Facility shall be provided to Woodbury County.

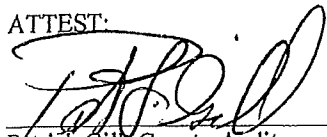
Section 3. This resolution is null and void and the assignment of the Development Agreement will not occur if the sale is not completed.

PASSED AND APPROVED this 13<sup>th</sup> day of June 2017.

By:

  
Matthew Ung, Woodbury County Chairman

ATTEST:

  
Patrick Gill, County Auditor

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

**#8b**

Date: 3/20/19 Weekly Agenda Date: 3/26/19

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** David Gleiser, CED Director

**WORDING FOR AGENDA ITEM:**

Construction Permit Application and Master Matrix Evaluation for the Star Finisher Farm  
Confinement Feeding Operation

**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:**

The Board will review and consider approving a construction permit application for a confinement feeding operation which requires an evaluation using the Master Matrix.

**BACKGROUND:**

On 3/1/19 IDNR noticed the County regarding the construction application for the Star Finisher Farm confinement feeding operation in eastern Woodbury County. Once constructed the total number of animal unit capacity for this confinement is 2,000 (5,000 head of swine finishers), which meets the Master Matrix evaluation requirement. Per Resolution #12,796, the Board must conduct an evaluation of every construction permit application for a proposed confinement feeding operation structure using the Master Matrix. In reviewing the application, CED staff: published a public notice for having received the application; met with representatives from the company; evaluated and scored the application using the Master Matrix; participated in a site visit with IDNR at the proposed site location; and developed a recommendation for the Board. As of 3/21/19, no public comments regarding this application have been received by the CED office.

**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 application and authorize the Chairman to sign the Board's scoring and recommendation letter to the IDNR.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the application and authorize the Chairman to sign the Board's scoring and recommendation letter to the IDNR.



IOWA DEPARTMENT OF NATURAL RESOURCES

GOVERNOR KIM REYNOLDS

LT. GOVERNOR ADAM GREGG

ACTING DIRECTOR BRUCE TRAUTMAN

March 1, 2019

Woodbury County Board of Supervisors  
 c/o County Auditor  
 Via facsimile and email

**REF: Public Notice, Matrix Evaluation and County's Recommendation Required  
 DNR's Facility ID No. 71189**

Dear Board of Supervisors:

The DNR has received a construction permit application for a confinement feeding operation:  
 Facility name: **Star Finisher Farm Site**  
 Date received by the DNR: 03/01/2019

Under Iowa law, for this application the County is required to complete the following actions:

1. Publish a public notice (see example on page following this letter) in a newspaper having a general circulation in the county no later than 03/15/2019 (within 14 days of DNR's receipt of the application) and furnish proof of publication to the DNR:

Note: A public hearing is not required, but it is optional. However, if the board chooses to have a public hearing, it is recommended to include in the notice the date, time and place for the hearing.

2. Score the applicant's Master Matrix and submit the board's scoring and recommendation regarding this application. A sample cover letter is attached. The county must submit to the DNR all of the following:
  - A) A recommendation to approve or to disapprove the application.
  - B) The Boards scoring of the Matrix, including all supporting calculations.
  - C) Proof of publication of Public Notice.

**Your recommendation and Matrix score must be received by the DNR no later than 04/01/2019 (30 days after DNR received the application).**

NOTE: If the County does not submit the Matrix score and recommendation by the deadline, the DNR will not consider any subsequent County's scoring of the Matrix or recommendation until the next time the County is eligible to adopt a construction evaluation resolution.

3. The board may submit comments or may forward comments from the public, which must be **received** by DNR no later than 04/01/2019. Comments received after that date due will not be considered. Comments may include but are not limited to the following:

- a. The existence of an object or location not included in the application that benefits from a separation distance requirement as provided in section 459.202 or 459.204 or 459.310 of the Code of Iowa.
  - b. The suitability of soils and the hydrology of the site where construction of a confinement feeding operation structure is proposed.
  - c. The availability of land for the application of manure originating from the confinement feeding operation.
  - d. Whether the construction of a proposed confinement feeding operation structure will impede drainage through established tile lines, laterals, or other improvements which are constructed to facilitate the drainage of land not owned by the person applying for the construction permit.
4. The proof of publication, County's recommendation, a copy of the Matrix as scored by the board and any public comments must be **received** by IDNR no later than 04/01/2019. To ensure timely submittal, we recommend that you also **fax or scan and email** proof of publication, County's recommendation and a copy of the Matrix as scored by the board to:

Send to:



Iowa DNR  
Field Office #3  
1900 N Grand Ave  
Gateway North, Suite E17  
Spencer, IA 51301  
Attn: Paul Petitti



Iowa DNR  
Field Office #2  
2300 15<sup>th</sup> St SW  
Mason City, IA 50401  
Attn: Cindy Garza

[Paul.Petitti@dnr.iowa.gov](mailto:Paul.Petitti@dnr.iowa.gov)  
712/262-4177

[Cindy.Garza@dnr.iowa.gov](mailto:Cindy.Garza@dnr.iowa.gov)  
641/424-4073

If you have any questions about this process, please contact Paul or Cindy.

Sincerely,

**Field Services and Compliance Bureau**



Paul Petitti





# Woodbury County Board of Supervisors

Courthouse • Room 104  
620 Douglas Street • Sioux City, Iowa 51101  
Telephone (712) 279-6525 • Fax (712) 279-6577

## MEMBERS

ROCKY L. DE WITT  
LAWTON

MARTY POTTEBAUM  
SIOUX CITY

KEITH W. RADIG  
SIOUX CITY

JEREMY J. TAYLOR  
SIOUX CITY

MATTHEW A. UNG  
SIOUX CITY

FINANCE / BUDGET DIRECTOR  
DENNIS BUTLER

ADMINISTRATIVE ASSISTANT  
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER  
HEATHER SATTERWHITE

## Woodbury County Master Matrix Scoring & Recommendation

The Woodbury County Board of Supervisors have reviewed the Master Matrix and Construction Application for Online Farms, LLC.

Public Notice was published on March 8, 2019 and the proof of publication is attached.

Matrix as scored by Woodbury County = 455 points. **Passing** / Failing (Circle One)

If the County scored matrix is different than submitted then the County scored matrix is attached with justifications

Supplemental letters or documentation is being sent to DNR

Upon review and inspection of construction site and documents provided, we the Woodbury County Board of Supervisors recommend the permit application be **Approved** / Disapproved (Circle One).

Comments or Reason for Disapproval:

Signed:

Date:

\_\_\_\_\_  
Chairman

**PROOF OF PUBLICATION**  
**STATE OF IOWA**  
**COUNTY OF WOODBURY**

The undersigned, of said County, being duly sworn, on oath states the undersigned is an employee of the Sioux City Journal printed and published by Journal Communications, in Sioux City in said County and issued daily and Sunday and that the annexed printed NOTICE OF

Public Notice—Online Farms

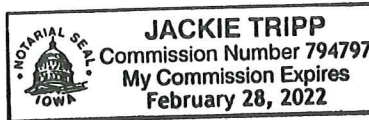
in said newspaper one consecutive Friday issues, the first publication thereof being on the 8th day of March, 2018 .

  
Brenda Gries

Subscribed and sworn before me in Sioux City, in said County, this 13<sup>th</sup> day of March, 2019,

..... Notary Public

In and for Woodbury County.



Legal #30788    24 Lines    1 Times    \$13.10

**PUBLIC NOTICE**  
The Woodbury County Board of Supervisors, has received a construction permit application for a confinement feeding operation, more specifically as follows:  
Name of Applicant: Online Farms, LLC  
Location of the Proposed Construction: SE ¼, NE ¼, Section 34, T88N-R42W, Rock Township, Woodbury County.  
Type of Confinement Feeding Operation Structure Proposed: Two new 2,500 head deep pit swine finisher barns for a new swine confinement facility.  
Animal Unit Capacity of the Confinement Operation after Construction: 2,000 animal units (5,000 head of swine finishers).  
Examination: The application is on file at the Woodbury County Community & Economic Development Office, located at 620 Douglas Street, 6th Floor, Sioux City, IA 51101, and is available for public inspection Monday - Friday, 8 AM to 4:30 PM.  
Comments: Written and oral comments may be filed at the Woodbury County Community & Economic Development Office, until 4:30 PM on Tuesday, March 26, 2019.  
Published in the Sioux City Journal March 8, 2019. LGL#30788



**WOODBURY COUNTY  
COMMUNITY & ECONOMIC DEVELOPMENT**

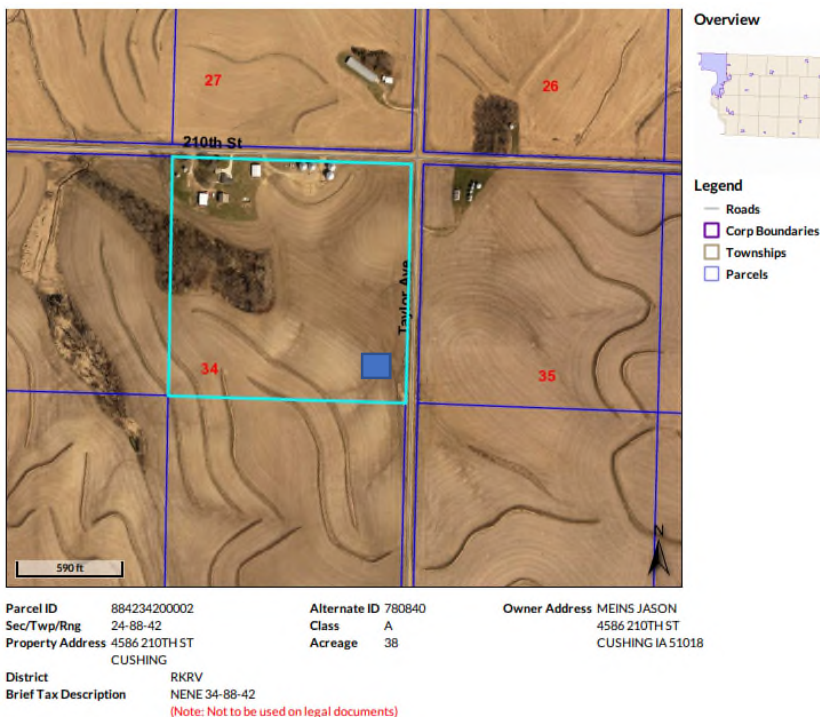
**620 DOUGLAS STREET – SIOUX CITY, IA 51101**

David Gleiser · Director · dgleiser@woodburycountyiowa.gov  
 Dan Priestley · Zoning Coordinator · dpriestley@woodburycountyiowa.gov  
 Dawn Norton · Sr. Clerk · dnorton@woodburycountyiowa.gov  
 Telephone (712) 279-6609 Fax (712) 279-6530

**MASTER MATRIX ANALYSIS**

**EXECUTIVE SUMMARY:**

On Friday, March 1, the Woodbury County Auditor received a Construction Permit Application from the Iowa Department of Natural Resources (IDNR) that was submitted by Online Farms, LLC. The applicant wishes to build a 5,000 head wean-to-finish swine barn located in the NE ¼ of the NE ¼ of Section 34. Parcel #884234200002. On Friday, March 8, a public notice was published in the legals section of the Sioux City Journal to comply with state regulations of publishing the request within a 14-day time-frame as well as to solicit written comments. As of the printing of this document (March 21, 2019), no written comments have been received from the public. Within the IDNR’s 30-day application window, the Woodbury County Community and Economic Development (CED) staff conducted a joint site visit with the IDNR to evaluate items from the “Master Matrix” on March 8, 2019. At the meeting Lois Benson, Environmental Specialist, concurred with the separation distances, Matrix Items 1-10.



The following report analyzes the applicant’s response to the matrix which is an instrument provided by the IDNR and adopted by Woodbury County to assess the feasibility of building a confinement structure containing over 1000 animal units (AU). Based on the items analyzed, the Woodbury County Community and Economic staff concurs with the applicant that this location is suitable for the placement of the proposed structure. Thus, it is the recommendation of staff to approve the proposal.

**MATRIX SUMMARY**

Matrix Item #	Applicant Score	Staff Score	Matrix Item cont.	Applicant Score	Staff Score
2	30	30	19	20	20
3	30	30	24	20	20
4	15	15	25	25	25
5	30	30	26E	30	30
6	10	10	31	5	5
7	30	30	32	5	5
8	50	50	33	10	10
9	25	25	35	10	10
10	30	30	37	10	10
12	30	30	40	5	5
17	30	30	41	5	5
			<b>Score</b>	<b>455</b>	<b>455</b>

**NOTE:**

The applicant has the SE ¼ of the NE ¼ of Section 34 listed as the location. However, on the provided mapping the location appears to be located in the NE ¼ of the NE ¼ of Section 34. Parcel #884234200002

**MATRIX ITEM #2****ADDITIONAL SEPARATION DISTANCE, ABOVE MINIMUM REQUIREMENTS, FROM PROPOSED CONFINEMENT STRUCTURE TO THE CLOSEST PUBLIC USE AREA.****REQUIRED DISTANCE**

2,500 feet (567 IAC 65.11(455B), Table 6)


**APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
1,501 feet or more	30	12		18

**STAFF INTERPRETATION**

Public Land Distance

- 0-532 ft
- 532-1064 ft
- 1064-1596 ft
- 1596-2128 ft
- 2128-2660 ft
- 2660-3192 ft
- 3192-3724 ft
- 3724-4256 ft
- 4256-4788 ft
- 4788-5320 ft



Data Source: Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps//afo>

The proposed site is located in the range of 4788-5320 feet from Public Lands. The minimum separation distance is 2,500 ft. The Community and Economic Development (CED) staff concurs with the applicant's Score of 30.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
1,501 feet or more	30	12		18

**MATRIX ITEM #3**

**ADDITIONAL SEPARATION DISTANCE, ABOVE MINIMUM REQUIREMENTS, FROM PROPOSED CONFINEMENT STRUCTURE TO THE CLOSEST:**

- EDUCATIONAL INSTITUTION
- RELIGIOUS INSTITUTION, OR
- COMMERCIAL ENTERPRISE

**REQUIRED DISTANCE**

1,875 feet (567 IAC 65.11(455B), Table 6)

**APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
1,501 feet or more	30	12		18

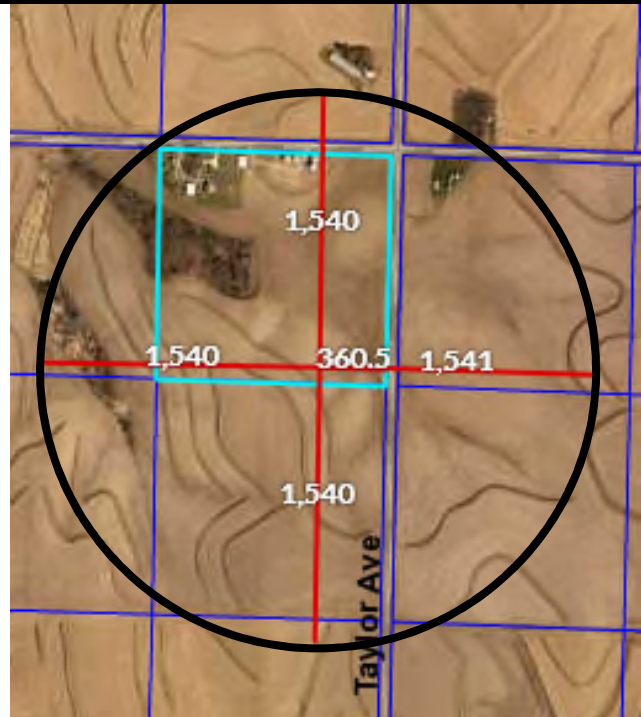
**STAFF INTERPRETATION**

In the NE ¼ of the NE ¼ of Section 34, Rock Township, there is a Single-Family Dwelling, barn, lean-to, two steel buildings, and six grain bins. All structures appear to support a farm operation.

In the NW ¼ of the NE ¼ of Section 35, Rock Township, there is a shed, crib, steel utility building, swine finish and farrow structure, shed, barn, poultry house, and five grain bins.

There does not appear to be any structures in the SW ¼ of the NW ¼ of Section 35, Rock Township.

There does not appear to be any structures in the SE ¼ of the NE ¼ of Section 34, Rock Township.



Data Source: Woodbury County Beacon GIS

<https://beacon.schneidercorp.com/Application.aspx?AppID=10&LayerID=108&PageTypeID=1&PageID=969&KeyValue=884234200002>

There are no educational institutions, religious institutions, or commercial enterprises within approximately 1,540 feet of the proposed site. The minimum separation distance is 2,500 ft. The CED staff concurs with the applicant's Score of 30.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
1,501 feet or more	30	12		18

**MATRIX ITEM #4**

**ADDITIONAL SEPARATION DISTANCE, ABOVE MINIMUM REQUIREMENT OF 500 FEET, FROM PROPOSED CONFINEMENT STRUCTURE TO THE CLOSEST WATER SOURCE.**

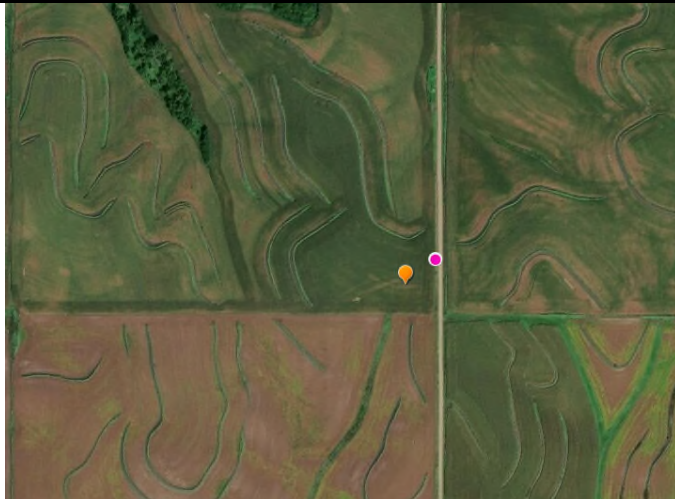
**REQUIRED DISTANCE**

1,000 feet (567 IAC 65.11(455B), Table 6, Other Distances)

**APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
751 feet to 1,000 feet	15		15	

**STAFF INTERPRETATION**



Location	-95.710211 42.393006
Ag Drainage Well Distance	> one mile
Well Distance	1824 ft
Alluvial Soils present	No
Distance to surface water	3320 ft
Distance to Major Source River	> one mile
Distance to Major Source Lake	> one mile
Distance to HQ/HQR water	> one mile
Karst features	Not in potential karst area
Designated Wetland Distance	> 2500 ft.
Percent slope	3 %
Distance to public land	24063 ft
Distances are estimates based on best available data. Distance calculations are ±37 ft.	

Data Source: Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps//afo>

The proposed site is likely greater than one mile in distance from a major source river, a major source lake, and a high quality resource water. The CEC staff concurs with the applicant's Score of 15.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
751 feet to 1,000 feet	15		15	

**MATRIX ITEM #5**

**SEPARATION DISTANCE OF 300 FEET OR MORE FROM THE PROPOSED CONFINEMENT STRUCTURE TO THE NEAREST THROUGHFARE.**

**REQUIRED DISTANCE**

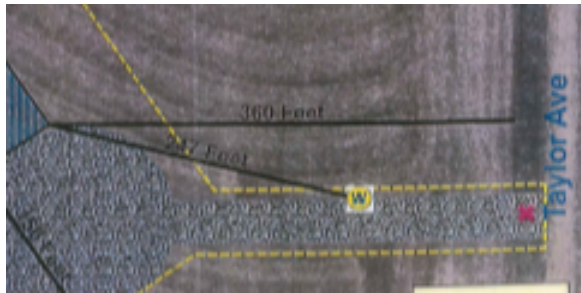
100 feet (567 IAC 65.11(455B), Table 6, Other Distances)

**APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
300 feet or more	30	9		21

**STAFF INTERPRETATION**

The location of the proposed site exceeds the 100 required feet from Taylor Avenue. The CED staff concurs with the applicant's Score of 30.



Applicant Submission



Beacon GIS

Data Source(s): CAFO Application & Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps//afo>

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
300 feet or more	30	9		21

**MATRIX ITEM #6**

**ADDITIONAL SEPARATION DISTANCE, ABOVE MINIMUM REQUIREMENTS, FROM PROPOSED CONFINEMENT STRUCTURE TO THE CLOSEST CRITICAL PUBLIC AREA**

**REQUIRED DISTANCE**

2,500 feet (567 IAC 65.11(455B), Table 6)

**APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
500 feet or more	10	4		6

**STAFF INTERPRETATION**

Public Land Distance

- 0-532 ft
- 532-1064 ft
- 1064-1596 ft
- 1596-2128 ft
- 2128-2660 ft
- 2660-3192 ft
- 3192-3724 ft
- 3724-4256 ft
- 4256-4788 ft
- 4788-5320 ft

Data Source: Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps//afo>

The site is greater than one mile in distance from a public use area. The CED staff concurs with the Applicant's Score of 10.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
500 feet or more	10	4		6



## MATRIX ITEM #7

**PROPOSED CONFINEMENT STRUCTURE IS AT LEAST TWO TIMES THE MINIMUM REQUIRED SEPARATION DISTANCE FROM ALL PRIVATE AND PUBLIC WATER WELLS.**

### REQUIRED DISTANCE


Private - 400 feet, Deep, 400 feet, Shallow / Public - 400 feet, Deep, 1000 feet, Shallow (567 IAC 65.11(455B), Table 6, Distances to Wells)

### APPLICANT RESPONSE











	SCORE	AIR	WATER	COMMUNITY
Two times the minimum separation distance	30		24	6

### STAFF INTERPRETATION

Key

 Wells

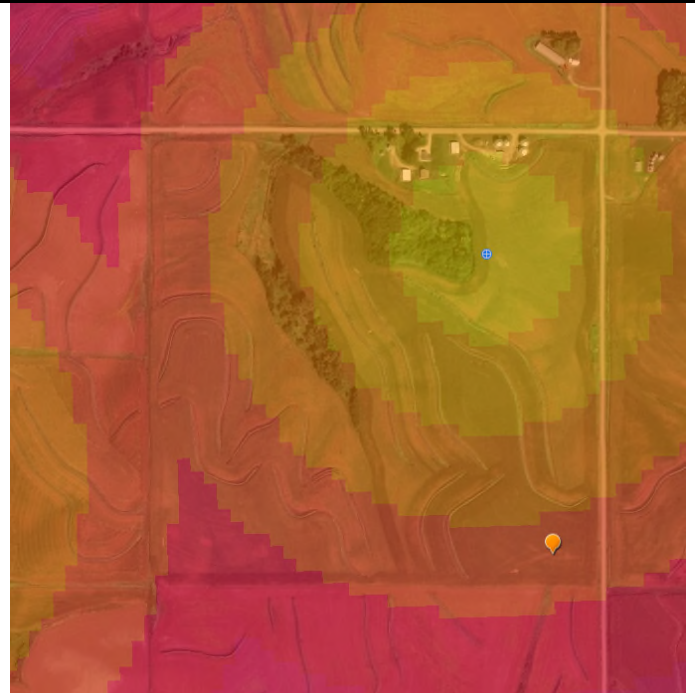
Well Distance

-  0-532 ft
-  532-1064 ft
-  1064-1596 ft
-  1596-2128 ft
-  2128-2660 ft
-  2660-3192 ft
-  3192-3724 ft
-  3724-4256 ft
-  4256-4788 ft
-  4788-5320 ft

#### Siting Information

Location	-95.710016 42.392968
Ag Drainage Well Distance	> one mile
Well Distance	1824 ft
Alluvial Soils present	No
Distance to surface water	3249 ft
Distance to Major Source River	> one mile
Distance to Major Source Lake	> one mile
Distance to HQ/HQR water	> one mile
Karst features	Not in potential karst area
Designated Wetland Distance	> 2500 ft.
Percent slope	3 %
Distance to public land	24109 ft

Distances are estimates based on best available data. Distance calculations are ±37 ft.



Data Source: Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps//afo>

The closest well appears to be located to the north is between 1596 ft. and 2128 ft. (est. 1824 ft.) from the site according to the IDNR's mapping. After review from the IDNR's office on March 18, 2019, the location of this well meets the matrix score of 30 points.

### STAFF SCORE

	SCORE	AIR	WATER	COMMUNITY
Two times the minimum separation distance	30		24	6

## MATRIX ITEM #8

**ADDITIONAL SEPARATION DISTANCE, ABOVE THE MINIMUM REQUIREMENT OF 1,000 FEET, FROM PROPOSED CONFINEMENT STRUCTURE TO THE CLOSEST:**

- AGRICULTURAL DRAINAGE WELL
- KNOWN SINKHOLE
- MAJOR WATER SOURCE

### REQUIRED DISTANCE

1,000 feet, (567 IAC 65.11(455B), Table 6, Other Distances)

### APPLICANT RESPONSE

	SCORE	AIR	WATER	COMMUNITY
2,501 feet or more	50	5	25	20

### STAFF INTERPRETATION

Siting Information	
Location	-95.709987 42.393113
Ag Drainage Well Distance	> one mile
Well Distance	1765 ft
Alluvial Soils present	No
Distance to surface water	3297 ft
Distance to Major Source River	> one mile
Distance to Major Source Lake	> one mile
Distance to HQ/HQR water	> one mile
Karst features	Not in potential karst area
Designated Wetland Distance	> 2500 ft.
Percent slope	3 %
Distance to public land	24050 ft
Distances are estimates based on best available data. Distance calculations are ±37 ft.	



Data Source: Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps//afo>

The proposed site is located at least one mile away from an Ag Drainage Well and a Major Water Source. There also does not appear to be known sinkholes in the region. The CED staff concurs with the applicant's Score of 50.

### STAFF SCORE

	SCORE	AIR	WATER	COMMUNITY
2,501 feet or more	50	5	25	20

## MATRIX ITEM #9

**DISTANCE BETWEEN THE PROPOSED CONFINEMENT STRUCTURE AND THE NEAREST CONFINEMENT FACILITY THAT HAS A SUBMITTED DEPARTMENT MANURE MANAGEMENT PLAN.**

### REQUIRED DISTANCE

3,960 feet

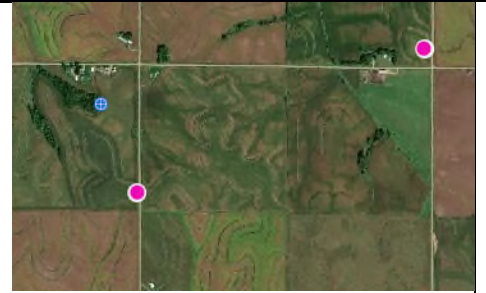
### APPLICANT RESPONSE

	SCORE	AIR	WATER	COMMUNITY
Three-quarter of a mile or more (3,960 feet)	25	7.5	7.5	10

### STAFF INTERPRETATION

Fee Table				
Fee Action Type	Amount	Date Received	First User/Date	Last User/Date
MMP Filing Fee	250.00	07/26/2018	lwitte 07/26/2018	lwitte 07/26/2018
Indemnity Fee Received	99.60	07/26/2018	lwitte 07/26/2018	lwitte 07/26/2018
Total:		\$ 349.60		

Action Table			
Actions	Date	Follow-up Required By	Document
CDS Approval letter sent	07/30/2018		
Management Plan Received	07/26/2018		
Plan Approved	07/26/2018		<a href="#">Approval let Kratchmer 70440 2018.doc</a>
CDS Received	07/26/2018		



Data Source(s): Iowa DNR AFO Site Search, <https://programs.iowadnr.gov/animalfeedingoperations/FacilitySearch.aspx> & Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps//afo>

The Mewes-Johnson Finisher Farm is located approximately 6,100 ft. from the proposed site. This location has a MMP on file. The CED staff concurs with the applicant's Score of 25.

### STAFF SCORE

	SCORE	AIR	WATER	COMMUNITY
Three-quarter of a mile or more (3,960 feet)	25	7.5	7.5	10

## MATRIX ITEM #10

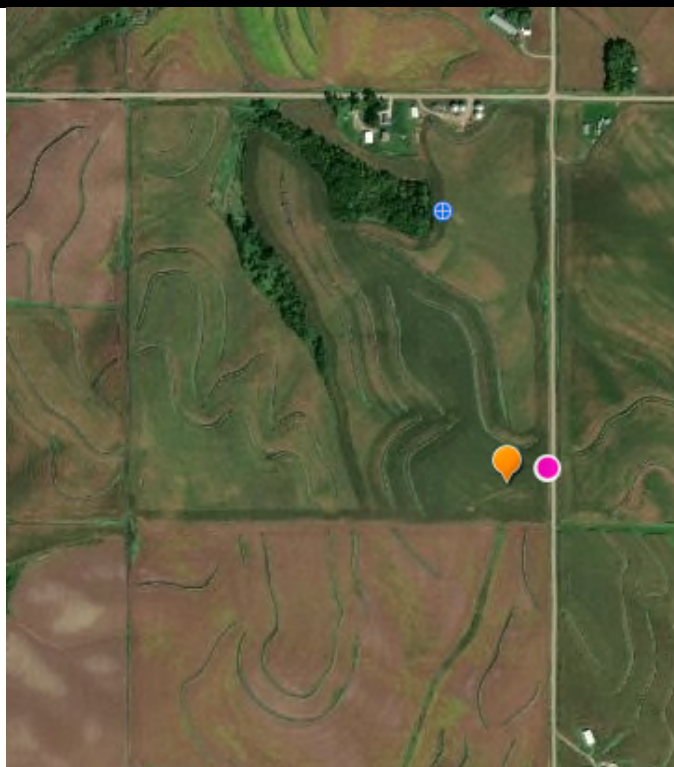
SEPARATION DISTANCE FROM PROPOSED CONFINED STRUCTURE CLOSEST TO: HIGH QUALITY (HQ) WATERS; HIGH QUALITY RESOURCE (HQR) WATERS, OR; PROTECTED WATER AREAS

### APPLICANT RESPONSE

	SCORE	AIR	WATER	COMMUNITY
Two times the minimum separation distance	30		22.5	7.5

### STAFF INTERPRETATION

Siting Information	
Location	-95.709987 42.393113
Ag Drainage Well Distance	> one mile
Well Distance	1765 ft
Alluvial Soils present	No
Distance to surface water	3297 ft
Distance to Major Source River	> one mile
Distance to Major Source Lake	> one mile
Distance to HQ/HQR water	> one mile
Karst features	Not in potential karst area
Designated Wetland Distance	> 2500 ft.
Percent slope	3 %
Distance to public land	24050 ft
Distances are estimates based on best available data. Distance calculations are ±37 ft.	



Data Source: Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps//afo>

The proposed site is estimated to be greater than one mile from a HG/HQR water source. Additionally, the distance to major source river and lake is greater than one mile. The CED staff concurs with the applicant's Score of 30.

### STAFF SCORE

	SCORE	AIR	WATER	COMMUNITY
Two times the minimum separation distance	30		22.5	7.5

**MATRIX ITEM #12****LIQUID MANURE STORAGE STRUCTURE IS COVERED****APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
COVERED LIQUID MANURE STORAGE	30	27		3

**STAFF INTERPRETATION**

Based on the application materials (Construction Design Statement), the CED staff concurs with the applicant's Score of 30.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
COVERED LIQUID MANURE STORAGE	30	27		3

**MATRIX ITEM #17****PROPOSED MANURE STORAGE STRUCTURE IS FORMED****APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
FORMED MANURE STORAGE STRUCTURE	30		27	3

**STAFF INTERPRETATION**

Based on the application materials (Construction Design Statement), the CED staff concurs with the applicant's Score of 30.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
FORMED MANURE STORAGE STRUCTURE	30		27	3

**MATRIX ITEM #19**

**PROPOSED CONFINEMENT SITE HAS A SUITABLE TRUCK TURNAROUND AREA SO THAT SEMITRAILERS DO NOT HAVE TO BACK INTO THE FACILITY FROM THE ROAD**

**APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
TRUCK TURNAROUND	20			20

**STAFF INTERPRETATION**

Based on the application materials, the CED staff concurs with the applicant's Score of 20 as there is adequate space for a 120 ft. in diameter turnaround. The graphic indicates there is room for up to 150 ft. of turnaround.



Data Source: Application

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
TRUCK TURNAROUND	20			20

**MATRIX ITEM #24**

**FACILITY SIZE**

**APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
1 TO 2,000 ANIMAL UNIT CAPACITY	20			20

**STAFF INTERPRETATION**

The applicants reported 2,000 Animal Units on their IDNR Construction Permit Application. The CED staff concurs with the applicant's Score of 20.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
1 TO 2,000 ANIMAL UNIT CAPACITY	20			20

**MATRIX ITEM #25****CONSTRUCTION PERMIT APPLICATION INCLUDES LIVESTOCK FEEDING AND WATERING SYSTEMS THAT SIGNIFICANTLY REDUCE MANURE VOLUME****APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
Wet/dry feeders or other feeding and watering systems that significantly reduce manure volume	25		12.5	12.5

**STAFF INTERPRETATION**

Based on the application materials, the CED staff concurs with the applicant's Score of 25. The feeding information is provided within the application materials.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
Wet/dry feeders or other feeding and watering systems that significantly reduce manure volume	25		12.5	12.5

**MATRIX ITEM #26 E****LIQUID OR DRY MANURE****APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
INJECTION OR INCORPORATION OF MANURE ON THE SAME DATE IT IS LAND-APPLIED	30	12	12	6

**STAFF INTERPRETATION**

Based on the application materials, the CED staff concurs with the applicant's Score of 5. The plan is provided within the application materials.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
INJECTION OR INCORPORATION OF MANURE ON THE SAME DATE IT IS LAND-APPLIED	30	12	12	6

## MATRIX ITEM #31

**ADDITIONAL SEPARATION DISTANCE, ABOVE MINIMUM REQUIREMENTS (0 OR 750 FEET, SEE BELOW), FOR LAND APPLICATION OF MANURE TO CLOSEST PUBLIC USE AREA**

### APPLICANT RESPONSE

	SCORE	AIR	WATER	COMMUNITY
ADDITIONAL SEPRATION DISTANCE OF 200 FEET	5	2		3

### STAFF INTERPRETATION

#### Siting Information

Location	-95.710016 42.392968
Ag Drainage Well Distance	> one mile
Well Distance	1824 ft
Alluvial Soils present	No
Distance to surface water	3249 ft
Distance to Major Source River	> one mile
Distance to Major Source Lake	> one mile
Distance to HQ/HQR water	> one mile
Karst features	Not in potential karst area
Designated Wetland Distance	> 2500 ft.
Percent slope	3 %
Distance to public land	24109 ft

Distances are estimates based on best available data. Distance calculations are ±37 ft.

[Proper AFO Siting](#)  
[High Quality Waters information](#)  
[Alluvial and Karst Determinations](#)



**Star Finisher Farm**  
Nutrient Application Acres Fact Sheet

Parcel No.	Legal Description	Tillable Acres	Agreement
F941-01	SE 1/4, Section 34, T88N-R42W-Rock, Woodbury, County	143.2	Easement
F941-02	NW 1/4, Section 34, T88N-R42W-Rock, Woodbury, County	135.5	Easement
F941-03	SE 1/4, Section 27, T88N-R42W-Rock, Woodbury, County	143.8	Easement
F941-04	SW 1/4, Section 26, T88N-R42W-Rock, Woodbury, County	144.6	Easement
F941-05	NW 1/4, Section 35, T88N-R42W-Rock, Woodbury, County	147.2	Easement
<b>TOTAL ACRES</b>		714.3	

Data Source: Application & Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps/afo>

Based on the application materials, the CED staff concurs with the applicant's Score of 5 that no public land is within 200 feet of the manure application locations.

### STAFF SCORE

	SCORE	AIR	WATER	COMMUNITY
ADDITIONAL SEPRATION DISTANCE OF 200 FEET	5	2		3



## MATRIX ITEM #32

**ADDITIONAL SEPARATION DISTANCE, ABOVE MINIMUM REQUIREMENTS (0 OR 750 FEET, SEE BELOW), FOR THE LAND APPLICATION OF MANURE TO THE CLOSEST:**

- EDUCATIONAL INSTITUTION
- RELIGIOUS INSTITUTION
- COMMERCIAL ENTERPRISE

### APPLICANT RESPONSE

	SCORE	AIR	WATER	COMMUNITY
ADDITIONAL SEPRATION DISTANCE OF 200 FEET	5	2		3

### STAFF INTERPRETATION

#### Siting Information

Location	-95.710016 42.392968
Ag Drainage Well Distance	> one mile
Well Distance	1824 ft
Alluvial Soils present	No
Distance to surface water	3249 ft
Distance to Major Source River	> one mile
Distance to Major Source Lake	> one mile
Distance to HQ/HQR water	> one mile
Karst features	Not in potential karst area
Designated Wetland Distance	> 2500 ft.
Percent slope	3 %
Distance to public land	24109 ft

Distances are estimates based on best available data. Distance calculations are ±37 ft.

[Proper AFO Siting](#)  
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[Alluvial and Karst Determinations](#)



**Star Finisher Farm**

Nutrient Application Acres  
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F941-04	SW 1/4, Section 26, T88N-R42W-Rock, Woodbury, County	144.6	Easement
F941-05	NW 1/4, Section 35, T88N-R42W-Rock, Woodbury, County	147.2	Easement
<b>TOTAL ACRES</b>		<b>714.3</b>	

Data Source: Application & Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps//afo>

Based on the application materials, the CED staff concurs with the applicant's Score of 5.

### STAFF SCORE

	SCORE	AIR	WATER	COMMUNITY
ADDITIONAL SEPRATION DISTANCE OF 200 FEET	5	2		3

## MATRIX ITEM #33

**ADDITIONAL SEPARATION DISTANCE OF 50 FEET, ABOVE MINIMUM REQUIREMENTS (0 OR 200 FEET, SEE BELOW), FOR THE LAND APPLICATION OF MANURE TO THE CLOEST PRIVATE DRINKING WATER WELL OR PUBLIC DRINKING WATER WELL – OR – WELL IS PROPERLY CLOSED UNDER SUPERVISION OF COUNTY HEALTH OFFICIALS.**

### APPLICANT RESPONSE

	SCORE	AIR	WATER	COMMUNITY
ADDITIONAL SEPRATION DISTANCE OF 200 FEET	10		8	2

### STAFF INTERPRETATION

**Star Finisher Farm**

Nutrient Application Acres  
Fact Sheet

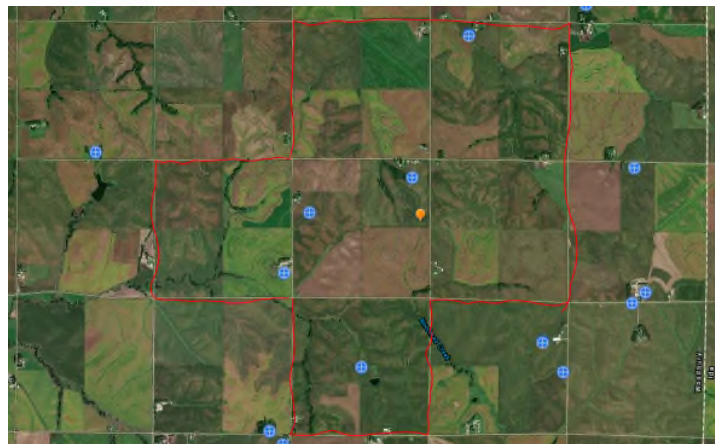
Parcel No.	Legal Description	Tillable Acres	Agreement
F941-01	SE 1/4, Section 34, T88N-R42W-Rock, Woodbury, County	143.2	Easement
F941-02	NW 1/4, Section 34, T88N-R42W-Rock, Woodbury, County	135.5	Easement
F941-03	SE 1/4, Section 27, T88N-R42W-Rock, Woodbury, County	143.8	Easement
F941-04	SW 1/4, Section 26, T88N-R42W-Rock, Woodbury, County	144.6	Easement
F941-05	NW 1/4, Section 35, T88N-R42W-Rock, Woodbury, County	147.2	Easement
<b>TOTAL ACRES</b>		<b>714.3</b>	

**Siting Information**

Location	-95.710016 42.392968
Ag Drainage Well Distance	> one mile
Well Distance	1824 ft
Alluvial Soils present	No
Distance to surface water	3249 ft
Distance to Major Source River	> one mile
Distance to Major Source Lake	> one mile
Distance to HQ/HQR water	> one mile
Karst features	Not in potential karst area
Designated Wetland Distance	> 2500 ft.
Percent slope	3 %
Distance to public land	24109 ft

Distances are estimates based on best available data. Distance calculations are ±37 ft.

[Proper AFO Siting](#)  
[High Quality Waters information](#)  
[Alluvial and Karst Determinations](#)



Data Source: Application & Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps//afo>

Based on the application materials, the CED staff concurs with the applicant's Score of 5.

### STAFF SCORE

	SCORE	AIR	WATER	COMMUNITY
ADDITIONAL SEPRATION DISTANCE OF 200 FEET	5	2		3

## MATRIX ITEM #35

### ADDITIONAL SEPRATION DISTANCE ABOVE MINIMUM REQUIREMENTS FOR LAND APPLICATION OF MANUR, TO THE CLOSEST:

- HIGH QUALITY (HQ) WATER;
- HIGH QUALITY RESOURCE (HQR) WATER, OR;
- PROTECTED WATER AREA (PWA)

### APPLICANT RESPONSE

	SCORE	AIR	WATER	COMMUNITY
ADDITIONAL SEPRATION DISTANCE OF 400 FEET	10		7.5	2.5

### STAFF INTERPRETATION

#### Siting Information

Location	-95.710016 42.392968
Ag Drainage Well Distance	> one mile
Well Distance	1824 ft
Alluvial Soils present	No
Distance to surface water	3249 ft
Distance to Major Source River	> one mile
Distance to Major Source Lake	> one mile
Distance to HQ/HQR water	> one mile
Karst features	Not in potential karst area
Designated Wetland Distance	> 2500 ft.
Percent slope	3 %
Distance to public land	24109 ft

Distances are estimates based on best available data. Distance calculations are ±37 ft.

[Proper AFO Siting](#)  
[High Quality Waters information](#)  
[Alluvial and Karst Determinations](#)



*Star Finisher Farm*

Nutrient Application Acres  
Fact Sheet

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F941-03	SE 1/4, Section 27, T88N-R42W-Rock, Woodbury, County	143.8	Easement
F941-04	SW 1/4, Section 26, T88N-R42W-Rock, Woodbury, County	144.6	Easement
F941-05	NW 1/4, Section 35, T88N-R42W-Rock, Woodbury, County	147.2	Easement
<b>TOTAL ACRES</b>		714.3	

Data Source: Application & Iowa DNR Mapping Online, <https://programs.iowadnr.gov/maps//afo>

Based on the application materials, the CED staff concurs with the applicant's Score of 10.

### STAFF SCORE

	SCORE	AIR	WATER	COMMUNITY
ADDITIONAL SEPRATION DISTANCE OF 400 FEET	10		7.5	2.5

**MATRIX ITEM #37****WORKER SAFETY AND PROTECTION PLAN IS SUBMITTED WITH THE CONSTRUCTION PERMIT APPLICATION****APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
SUBMISSION OF WORKER SAFETY AND PROTECTION PLAN	10			10

**STAFF INTERPRETATION**

Based on the application materials, the CED staff concurs with the applicant's Score of 10. The plan is provided within the application materials.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
SUBMISSION OF WORKER SAFETY AND PROTECTION PLAN	10			10

**MATRIX ITEM #40****CONSTRUCTION PERMIT APPLICATION CONTAINS AN EMERGENCY ACTION PLAN****APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
EMERGENCY ACTION PLAN	5		2.5	2.5

**STAFF INTERPRETATION**

Based on the application materials, the CED staff concurs with the applicant's Score of 5. The plan is provided within the application materials.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
EMERGENCY ACTION PLAN	5		2.5	2.5

**MATRIX ITEM #41****CONSTRUCTION PERMIT APPLICATION CONTAINS A CLOSURE PLAN****APPLICANT RESPONSE**

	SCORE	AIR	WATER	COMMUNITY
CLOSURE PLAN	5		2.5	2.5

**STAFF INTERPRETATION**

The CED staff concurs with the applicant's Score of 5. The plan is provided within the application materials.

**STAFF SCORE**

	SCORE	AIR	WATER	COMMUNITY
CLOSURE PLAN	5		2.5	2.5

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

**#8c**

Date: 3/20/19 Weekly Agenda Date: 3/26/19

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** David Gleiser, CED Director

**WORDING FOR AGENDA ITEM:**

Authorize Chairman to Sign Memorandum of Understanding with the City of Hornick for Floodplain Management Assistance

**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 item requests the Board to consider authorizing the Chairman to sign a memorandum of understanding (MOU) with the City of Hornick, Iowa, to provide assistance with floodplain management services.

**BACKGROUND:**

The City of Hornick was completely evacuated during the March 2019 flood event and county disaster declaration. The majority of private property in Hornick is in the regulated floodplain. All repairs and redevelopment in the floodplain require a floodplain development permit from the designated community floodplain manager (city clerk). Due to the limited resources available in Hornick at this time, the CED Director proposes to temporarily assist the city with providing floodplain management services as outlined in the MOU.

**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 memorandum of understanding and authorize the Chairman to sign it.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the memorandum of understanding and authorize the Chairman to sign it.

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, entered into this \_\_\_\_\_ of \_\_\_\_\_, 2019, by and between the County of Woodbury, hereinafter referred to as "County" and the City of Hornick, Iowa, hereinafter referred to as "Municipality."

### **Purpose**

The Municipality desires to receive assistance with floodplain management services from the County. The County is agreeable to rendering such services on terms and conditions hereinafter set forth.

In consideration of the mutual promises contained herein, it is agreed as follows:

The County agrees through the Community & Economic Development Department of the County, hereinafter referred to as "CED", to temporarily assist the Municipality with learning how to execute the duties and functions of the type customarily rendered by a designated community floodplain manager within the corporate limits of the Municipality. The CED will attempt to assist with providing floodplain management services as-needed each month for the duration of the Agreement.

It is agreed that the Municipality will share the services of the Woodbury County Community & Economic Development Department with other residents in Woodbury County. The Municipality agrees to pay any and all incidental fees and associated expenses incurred during the normal course of floodplain management activities when performed on behalf of the Municipality.

Services provided shall be administered and supervised by the Woodbury County CED Director. The CED Director or his designee shall meet monthly with designated representatives of the Municipality to review a summary of the work performed by CED personnel on behalf of the Municipality. Any complaints, requests, questions about or discretionary matters made by CED personnel shall be directed to the Mayor of the Municipality. The discipline of CED personnel, matters of performance of services and of personnel so employed shall remain with the County.

To facilitate the performance of said functions it is hereby agreed that the County shall have full cooperation and assistance from the Municipality, its officers, agents and employees. The County agrees to supply a vehicle and equipment suitable for the work to be performed during the period of this Agreement. During the course of this Agreement and upon termination of this Agreement, all vehicles and equipment furnished by the County shall remain property of the County.

The Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any County personnel performing services herein for said Municipality or any liability other than provided for under the Agreement. County personnel performing the services rendered pursuant to this Agreement shall remain the employees of the County and shall not be considered employees of the Municipality. The County shall maintain workers compensation insurance as required by law.

The Municipality shall defend, indemnify and hold harmless the County for any claim or injury arising as a result of the performance of this Agreement by Woodbury County. However, the Municipality, its officers and employees, shall not be deemed to assume any liability for willful, wanton, or grossly negligent acts of said County or officers or employees, thereof, and said County shall defend, indemnify and hold harmless Municipality and its officers and employees against any claim for damages resulting there from.

The County, its officers and employees, shall not be deemed to assume any liability for intentional willful, wanton, or grossly negligent acts of said Municipality or officers or employees, thereof, and said Municipality shall defend, indemnify and hold harmless Woodbury County and its officers and employees against any claim for damages resulting there from.

The County shall not seek payment for hours of service provided as described in said Agreement: The County agrees to provide its best-faith effort when providing assistance with floodplain management services and will do so at no-cost to the Municipality for the duration of this Agreement.

**Duration**

This Agreement shall become effective upon signature by the authorized officials of participating entities and shall run a period of 4 months with the option of being renewable for successive periods not to exceed twelve months. The Municipality shall notify the County 15 days prior to the expiration of said Agreement in writing that it wishes to renew the same Agreement, make changes to the Agreement or discontinue said Agreement. The County may also discontinue or request changes to the Agreement at the end of an Agreement term by giving written notice to Municipality 15 days prior to the end of an Agreement term. If either party gives notice of proposed changes to this agreement as provided above, this Agreement will not be renewed unless the parties reach a mutual agreement concerning the proposed changes. This Agreement shall be construed in accordance with the laws of the state of Iowa

The County and Municipality certify that the foregoing Agreement was duly adopted by their respective bodies in accordance with Iowa law:

**WOODBURY COUNTY, IOWA**

**CITY OF HORNICK, IOWA**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

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

Attest: \_\_\_\_\_  
County Auditor

Attest: \_\_\_\_\_  
City Clerk

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

#8d

Date: 3/20/19 Weekly Agenda Date: 3/26/19

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** David Gleiser, CED Director

**WORDING FOR AGENDA ITEM:**

Resolution to Waive County Fees Associated with Repair and Redevelopment of Flood-Damaged Property

**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 item requests the Board to consider approving a resolution to waive county fees associated with the repair and redevelopment of flood-damaged property from the March 13, 2019 flood event.

**BACKGROUND:**

Woodbury County suffered from a county-wide flooding event that occurred on 3/13/19, causing severe damage to public and private property, disruption of utility service, and endangerment of health and safety to the citizens of Woodbury County within the disaster area. On 3/14/19, the Board declared a state of emergency as authorized under Iowa State Statute and applied to the State of Iowa for assistance. All repair and redevelopment within the floodplain must be completed to the standards of the county's floodplain ordinance. A permit is needed for each building in the regulated floodplain where repairs will involve removing, altering or replacing the roof, walls, siding, wallboard, plaster, insulation, paneling, cabinets, flooring, electrical system, plumbing, heating or air conditioning. The requirement for a permit cannot be waived, although the Board of Supervisors may opt to waive fees. The county fee for a floodplain development permit is \$110.

**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 resolution.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the resolution.



**WOODBURY COUNTY, IOWA**  
**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO WAIVE COUNTY FEES ASSOCIATED WITH  
REPAIR AND REDEVELOPMENT OF FLOOD-DAMAGED PROPERTY**

**WHEREAS**, Woodbury County suffered from a county-wide flooding event that occurred on March 13, 2019, causing severe damage to public and private property, disruption of utility service, and endangerment of health and safety to the citizens of Woodbury County within the disaster area; and

**WHEREAS**, the Woodbury County Board of Supervisors declared a state of emergency on March 14, 2019, as authorized under Iowa State Statute; and

**WHEREAS**, all repair and redevelopment within the floodplain must be completed to the standards of the county's floodplain ordinance; and

**WHEREAS**, a permit is needed for each building in the regulated floodplain where repairs will involve removing, altering or replacing the roof, walls, siding, wallboard, plaster, insulation, paneling, cabinets, flooring, electrical system, plumbing, heating or air conditioning; and

**WHEREAS**, the requirement for a permit cannot be waived, the Board of Supervisors may opt to waive the fees normally associated with a floodplain development permit; and

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

1. The Woodbury County Board of Supervisors fully support the repair and redevelopment of property damaged by the March 13, 2019 flood event.
2. The Woodbury County Community & Economic Development department is hereby authorized to waive the \$110 fee for any county resident that has been affected by the March 13, 2019 flood event and are required to obtain a county floodplain development permit.

**SO RESOLVED** this 26<sup>th</sup> day of March 2019.

WOODBURY COUNTY  
BOARD OF SUPERVISORS

ATTEST:

\_\_\_\_\_  
Keith Radig, Chairman

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

\_\_\_\_\_  
Jeremy Taylor, Vice-Chairman

\_\_\_\_\_  
Rocky DeWitt

\_\_\_\_\_  
Marty Pottebaum

\_\_\_\_\_  
Matthew Ung



Woodbury County has suffered from a county-wide flooding event that occurred on 13 March 2019 causing severe damage to public and private property, disruption of utility service, and endangerment of health and safety of the citizens of Woodbury County within the disaster area. Therefore, the County Board of Supervisors has declared a state of emergency authorized under Iowa State Statute and will execute the expenditure of emergency funds from all available sources, the invoking of mutual aid agreements, and the applying to the State of Iowa for assistance.

A handwritten signature in blue ink, appearing to read "Jay Taylor", written over a horizontal line.

Chairman, Woodbury County  
Board of Supervisors

3-14-2019

Date

WITNESS my hand and the seal of my office  
this 14 day of March, 2019.

*Maïne Snoboda Peterson, Deputy*