



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(OCTOBER 1, 2019) (WEEK 40 OF 2019)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov	Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy J. Taylor 333-1714 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held October 1, 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.

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

3. Approval of the minutes of the September 24, 2019 meeting
4. Approval of claims
5. Board Administration – Karen James
Approval of resolution for abatement of taxes for Apostolic Assembly of the Faith in Christ Jesus
6. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
 - c. Approval for the renewal of Employee & Family Resources (EFR) as our EAP provider

7. Secondary Roads – Mark Nahra
 - a. Approve the permit to work in the right of way for the City of Sloan
 - b. Approve the permit to work in the right of way for the City of Cushing
 - c. Approve the permit to work in the right of way for Barker Lemar Engineering

End Consent Agenda

8. Council on Sexual Assault and Domestic Violence – Denys Azpeitia
Approval of and presentation of proclamation for “Domestic Violence Awareness Month” Action

9. Community & Economic Development – David Gleiser
 - a. Receive the Zoning Commission’s recommendation from their 9/23/19 meeting to approve the final plat Action
 - b. Approve the Keck’s Large Lots Addition Minor Subdivision plat and authorize Chairman to sign the resolution Action

10. Secondary Roads – Mark Nahra
 - a. Consider approval of a project agreement for an Iowa DOT primary road project Action

11. County Auditor – Patrick Gill
 - a. Approval and receive for signature amendment to Tyler Contract Action
 - b. Approve a county seal to be used on county ballots Action

12. Reports on Committee Meetings Information

13. Citizen Concerns Information

14. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

TUES., OCT. 1	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WED., OCT. 2	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
THUR., OCT. 3	10:00 a.m.	COAD Meeting, The Security Institute
MON., OCT. 7	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
WED., OCT. 9	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	10:00 a.m.	STARComm Board Meeting, The Security Institute, WIT Campus
THUR., OCT. 10	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St.
WED., OCT. 16	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
	10:00 a.m.	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
THUR., OCT. 17	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WED., OCT. 23	2:30 p.m.	Rolling Hills Community Services Region Governance Board Meeting, Holstein, Iowa
THUR., OCT. 24	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
MON., OCT. 28	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
MON., NOV. 4	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
TUES., NOV. 5	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WED., NOV. 6	9:00 a.m.	Loess Hills Alliance Protection Committee Meeting, Pisgah, Iowa
	10:30 a.m.	Loess Hills Alliance Stewardship Committee Meeting
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
	1:00 p.m.	Loess Hills Alliance Executive Meeting
THUR., NOV. 7	10:00 a.m.	COAD Meeting, The Security Institute

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.

SEPTEMBER 24, 2019, THIRTY-NINETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, September 24, 2019 at 4:30 p.m. Board members present were Ung, De Witt, Taylor and Pottebaum; Radig was absent. Staff members present were Heather Satterwhite, Executive Secretary, Dennis Butler, Budget/Tax Analyst, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney 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 Taylor second by Ung to approve the agenda for September 24, 2019. Carried 4-0. Copy filed.

Motion by De Witt second by Pottebaum to approve the following items by consent:
- 3. To approve minutes of the September 17, 2019 meeting. Copy filed.
- 4. To approve the claims totaling \$617,057.84. Copy filed.
- 5a. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes for Terry Michalosky, 3425 Military Road, Sioux City, parcel #894813454008.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,898
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES**

WHEREAS, Terry Michalosky, is the titleholder of property located at 3425 Military Road, Sioux City, Woodbury County, Iowa, and legally described as follows:

Parcel # 8948 13 454 008

RURAL HOME W 120 FT OF LOTS 1,2 & 3; N 20 FT OF W

WHEREAS, Terry Michalosky 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 24th day of September, 2019.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 5b. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date of parcel #894332483009, 307 Randolph St. E., Anthon, IA.

**RESOLUTION #12,899
NOTICE OF PROPERTY SALE**

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

Lot Nine (9) in Block Thirteen (13), City of Anthon, in the County of Woodbury and State of Iowa (307 Randolph St E.)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **8th Day of October, 2019 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate on the **8th Day of October, 2019**, immediately following the closing of the public hearing to the **City of Anthon only per Code of Iowa 331.361(2)**.
3. That said Board proposes to sell the said real estate to the **City of Anthon only for consideration of \$328.00 plus recording fees.**
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 24th Day of September, 2019
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 5c. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date of parcel #894332482010, 108 2nd Ave. S., Anthon, IA.

**RESOLUTION #12,900
NOTICE OF PROPERTY SALE**

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

The West 75 ½ feet of Lot 19, Block 12, City of Anthon, in the County of Woodbury and State of Iowa (108 2nd Ave S.)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **8th Day of October, 2019 at 4:37 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate on the **8th Day of October, 2019**, immediately following the closing of the public hearing to the **City of Anthon only per Code of Iowa 331.361(2)**.
3. That said Board proposes to sell the said real estate to the **City of Anthon only for consideration of \$320.00 plus recording fees.**
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 24th Day of September, 2019

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6. To receive the appointment of Tricia Sutherland, 2215 Height Ave., Sioux City, IA, as a Director for Western Iowa Tech District V. The position was previously held by Deb Cook. The appointment was made on 9/9/19. Copy filed.
- 7. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for P/T Courthouse Safety & Security Officer, County Sheriff Dept. Wage Plan comparability with AFSCME Courthouse: \$16.84-\$18.50/hour. Copy filed.

Carried 4-0.

- 8. A public hearing was held at 4:35 p.m. for the sale of parcel #894729101029, 1623 Villa Ave. The Chairperson called on anyone wishing to be heard.

Motion by Taylor second by Ung to close the public hearing. Carried 4-0.

Motion by Ung second by Pottebaum to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcels #894729101029, 1623 Villa Ave., to Natalie A. Bass, 1619 Villa Ave., Sioux City, for \$1.00 plus recording fees. Carried 4-0.

**RESOLUTION OF THE BOARD
OF SUPERVISORS OF WOODBURY COUNTY, IOWA
RESOLUTION #12,901**

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

By Natalie A. Bass in the sum of **One Dollar & 00/100 (\$1.00)**-----
dollars.

For the following described real estate, To Wit:

Parcel #894729101029
The vacated north/south alley adjacent to Lot 6 in Block 3 of South Smith's Villa Addition to Sioux City, Woodbury County, Iowa (except the South 100 feet of the East one-half) (1623 Villa Ave.)

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

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

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

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

SO DATED this 24th Day of September, 2019.
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

- 9. Motion by Taylor second by Ung to approve and authorize the Chairperson to sign a Resolution to transfer Siouxland Regional Housing Authority to Northwest Iowa Regional Housing Authority. Carried 4-0.

**RESOLUTION #12,902
 CERTIFICATE OF APPROVAL FOR THE TRANSFER OF SIOUXLAND REGIONAL
 HOUSING AUTHORITY TO
 NORTHWEST IOWA REGIONAL HOUSING AUTHORITY**

WHEREAS, the Board of Supervisors of Woodbury, Iowa, held a duly authorized regular meeting on the 24th day of September, 2019; and

WHEREAS, at said meeting it was duly noted that Siouxland Regional Housing Authority had previously entered into a Memorandum of Understanding with Northwest Iowa Regional Housing Authority for management of Siouxland Regional Housing Authority.

AND WHEREAS, that both Siouxland Regional Housing Authority and Northwest Iowa Regional Housing Authority had passed motions to voluntarily transfer and accept the transfer of the territory and assets of Siouxland Regional Housing Authority to Northwest Iowa Regional Housing Authority and Siouxland Regional Housing Authority would receive seats on the board for each county served and the current Siouxland Regional Housing Authority population would continue to be served and funding would continue to be utilized in the Siouxland Regional Housing Authority area with this transfer.

NOW, THEREFORE, as the population of this County will continue to be served, Woodbury County expresses its support of the transfer of Siouxland Regional Housing Authority to Northwest Iowa Regional Housing Authority and affords Northwest Iowa Regional Housing Authority the same authority that Siouxland Regional Housing Authority has exercised in the county since its formation.

IN WITNESS WHEREOF, I have hereunto signed my name, as Chairperson of the Board of Supervisors of Woodbury County, Iowa, and caused the official corporate seal of said county to be attached hereto this 24th day of September, 2019.

WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

- 10. Motion by De Witt second by Pottebaum to approve the Comprehensive Strategy statement of understanding. Carried 4-0. Copy filed.
- 11. Motion by De Witt second by Taylor to approve the contract for LFM-(D50) to Mather Construction for \$2,031,975.53. Carried 4-0. Copy filed.
- 12. Motion by Ung second by Taylor to interview the Hilltop and financial advisor firms. Carried 4-0. Copy filed.
- 13. The Board heard reports on committee meetings.
- 14. There were no citizen concerns.
- 15. Board concerns were heard.

The Board adjourned the regular meeting until October 1, 2019.

Meeting sign in sheet. Copy filed.

JOHN FORTINO
President

FELIPE A. SALAZAR
Vice President

JOSEPH V. RODRÍGUEZ
General Secretary

FELIPE LUGO
General Treasurer



APOSTOLIC ASSEMBLY OF THE FAITH IN CHRIST JESUS

EXALT CHRIST • EQUIP THE CHURCH • EVANGELIZE THE WORLD

ANDY PROVENCIO
Secretary of Foreign Missions

JOE A. AGUILAR
Secretary of National Missions

JOSÉ G. ZÚÑIGA
Secretary of Christian Education

FRANCISCO QUEZADA
Secretary of Social Assistance

#6

5401 CITRUS AVE
FONTANA, CA 92336
(909) 987-3013
AVILLELA@APOSTOLICNET.ORG

Woodbury County
Board of Supervisors
822 Douglas St, Sioux City, IA 51101

September 19, 2019

Dear Woodbury County Board of Supervisors;

I am writing to you on behalf of our Church in Sioux City, IA, in regards to a Property that was recently purchased. The address to said property is 511 S Lewis Boulevard Sioux City, IA 51106 (Parcel No. 894734251004).

I have been made aware of a tax issue that our local church there in Sioux City is facing of a \$14,776.00 balance that was issued because the church that previously occupied the building had not applied for tax exemption for the year of 2018.

I would like to formally request that our local church not be held liable to pay these property taxes as they were not occupying the building during that time and we have since submitted and been approved for tax exemption from the moment that the property was titled under our organization.

I appreciate your consideration and look forward to your response,

Feel free to contact me via email or phone call.

Assael Villela
Real Estate Administrative Assistant

WOODBURY COUNTY, IOWA

RESOLUTION # _____

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Apostolic Assembly of the Faith in Christ Jesus is the titleholder of real estate Parcel #894734251004 located in the City of Sioux City, Iowa and legally described as follows:

Parcel #894734251004

CB Rustin & CO S 175.82 ft Ex S 30 ft W 55 ft and S 175.82 ft Ex S. 30 ft and Ex part to State of E 124.3 ft Blk 32

WHEREAS, the above-stated property has taxes owing for the 2019/2020, tax year and the parcel is owned by Apostolic Assembly of the Faith in Christ Jesus and

WHEREAS, the organization, namely Apostolic Assembly of the Faith in Christ Jesus is failing to immediately pay the taxes due; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 427.3 for the taxes owed for the 2019/2020 tax year and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 1st day of October 2019.

ATTEST:

WOODBURYCOUNTYBOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Keith Radig, Chairman

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: October 1, 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
Amick, James	Secondary Roads	10-2-19	District Foreman	\$69,430.17/year	37%= \$18,811.77/yr	P	Promotion from Equipment Operator to District Foreman.
Ahlquist, Susan	County Treasurer	10-18-19	Clerk III Cashier	\$25.14/hour	9%=\$2.08/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 5/Step 4 to Grade 5/Step 5.
Steig, Craig	Building Services	10-19-19	Maintenance Technician	\$23.33/hour	10%=\$2.21/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 4/Step 4 to Grade 4/Step 5.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas

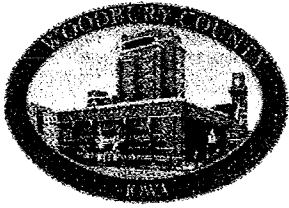
WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County
FROM: Melissa Thomas, Human Resources Director
SUBJECT: Memorandum of Personnel Transactions
DATE: October 01, 2019

For the October 01, 2019 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. Secondary Roads Equipment Operator Promotion to District Foreman.
2. County Treasurer Clerk III Cashier, from Grade 5/Step 4 to Grade 5/Step5.
3. Building Services Maintenance Technician, from Grade 4/Step 4 to Grade 4/Step 5.

Thank you



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Board of Supervisors
Human Resources Department

From: Mark Nahra, Woodbury County Engineer

Date: September 25, 2019

Subject: District 5 (Hornick) Maintenance Foreman Position

I recommend the promotion of James Amick to the position of District Maintenance Foreman for District 5, Hornick. I want to start his salary at the three-year matrix step at \$69,430.17 per year. I would like this promotion to be effective on October 2, 2019. Mr. Amick's benefits including vacation, sick leave, etc. should be based on his original date of hire so that there is no reduction in his vacation or other personal leave with the acceptance of the additional responsibility of this wage plan position. His sick leave balance and any remaining personal days should be carried over at his current balance. His comp time should be cashed out the next pay period.

Thank you for your consideration.

HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

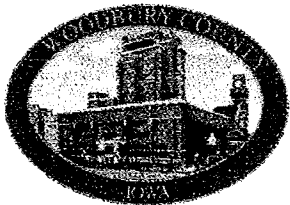
#7b

DATE: October 1, 2019

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	Equipment Operator	CWA: \$23.43/hour		

Chairman, Board of Supervisors



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Board of Supervisors
Human Resources Department

From: Mark Nahra, Woodbury County Engineer

Date: September 25, 2019

Subject: Merville District Maintenance Vacancy

With the promotion of James Amick to District 5 Foreman from the position of District 2-Merville equipment operator, a vacancy is created in the secondary road department. The position is for an equipment operator working out of the Merville shed.

RECOMMENDATION: It is my recommendation that we fill the vacant position created by the promotion of James Amick at Merville. I would like to advertise to fill this vacancy as soon as possible. I would like to post this job internally in early October to allow us to advertise outside and fill the position before the end of the month.

Thank you for your consideration.

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

Date: 09/25/2019 Weekly Agenda Date: 10/01/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas HR Director

WORDING FOR AGENDA ITEM:

Approval for the renewal of Employee & Family Resources (EFR) as our EAP provider.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

EFR annual renewal with a slight increase is being presented.

BACKGROUND:

Woodbury County provides EAP services to our full time and part time employees as well as our reservist. This service provides up to 6 in person sessions per incident.

FINANCIAL IMPACT:

\$9482.40 which includes an increase of .48 per employee.

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:

Pass the motion

ACTION REQUIRED / PROPOSED MOTION:

Approval of the EAP renewal with Employee Family Resources



EAP Renewal

Proposed for: Woodbury County

439 Employees

Current Benefit:

Renewal Date: October 1, 2019

Six Sessions

\$21.12 Per employee / per year Total: \$8976.00

CORE EAP

Premier EAP

Renewal Options: Please check the box corresponding with the selected plan & sign below:

Up to 6 in-person EAP counseling sessions *	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Per employee/per year	\$21.60	+\$2500.00
Annual EAP Contract:	\$9482.40	\$11,982.40

Premier PLUS

Implementation Fee (one-time only)	based on group size =	<input type="checkbox"/>
Onsite biometric screenings billed at time of screening	x \$58 per participant =	<input type="checkbox"/>
Physician Packets	x \$22 per participant =	<input type="checkbox"/>
Wellness Portal (optional)	x \$1.95 per employee/per month =	<input type="checkbox"/>

Premier PLATINUM

Implementation Fee (one-time only)	based on group size =	<input type="checkbox"/>
Onsite biometric screenings billed at time of screening	x \$184 per participant =	<input type="checkbox"/>
Physician Packets	x \$62 per participant =	<input type="checkbox"/>
Wellness Portal	x \$2.50 per employee/per month =	<input type="checkbox"/>

Add on-site workplace training in the contract.

\$250 per hour with minimum of 4 hours (plus travel). Topics can be selected at a later date. Write in total hours selected:	Total hours: _____	x \$250
	=	

Additional Services Available

On-site Education, Training, Development Seminars	\$300/hour + travel costs	<input type="checkbox"/>
Mediation Services	\$200/hour + travel costs	<input type="checkbox"/>
Leadership Coaching	\$175/hour + travel costs	<input type="checkbox"/>
Other Request (describe):		

Please complete and return 30 days prior to the renewal date.

Signature: _____

Date: _____

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

#8a

Date: 9/26/2019 Weekly Agenda Date: 10/01/2019

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

WORDING FOR AGENDA ITEM:

Consideration of a permit for work in the county right of way

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The City of Sloan has requested a permit to work in the right of way to clean a county road ditch to help drain the output of the city sewage treatment plant.

BACKGROUND:

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

FINANCIAL IMPACT:

No impact. Work is paid for by the permittee.

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

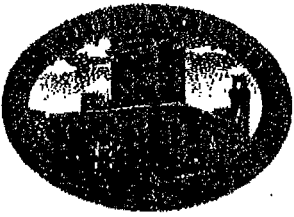
Yes No

RECOMMENDATION:

Recommend approval of the permit for the City of Sloan.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for the City of Sloan and to direct the chair to sign the permit.



Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@woodburycountyia.gov

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT

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

Name of Permittee: City of Sloan Phone No.: 712-428-3348

Mailing Address: PO Box 1, Sloan IA, 51055

Township: Sloan Section: _____

Woodbury County, State of Iowa, and City of Sloan (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Clean ditch from Hwy 75 to 320th St.
along Dallas Ave. Haul away dirt
that is removed.

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the travelling public on account of such construction, repair or maintenance operations, or other activities.

I. **FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA.** This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

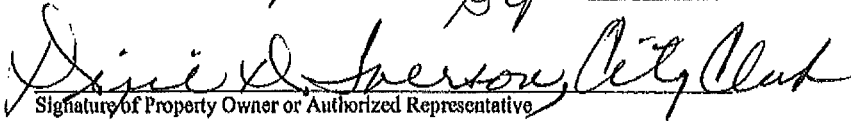
J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

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

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the _____ day of _____, 2019.

Entered into this 19th day of September, 2019.


Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

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

#8b

Date: 9/26/2019 Weekly Agenda Date: 10/01/2019

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

WORDING FOR AGENDA ITEM:

Consideration of a permit for work in the county right of way

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The City of Cushing has requested a permit to work in the right of way to install new water lines within the city.

BACKGROUND:

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

FINANCIAL IMPACT:

No impact. Work is paid for by the permittee.

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

Yes No

RECOMMENDATION:

Recommend approval of the permit for the City of Cushing.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for the City of Cushing and to direct the chair to sign the permit.

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

REQUEST BY APPLICANT:

Name CITY OF CUSHING

Highway _____

Address 200 MAIN STREET, CUSHING, IA 51018

Township _____

City of _____

Office Phone 712.384.2189 (city) Local Phone 515.243.9143 (ISG) Section: SW 1/4 of NE 1/4 Sec 1

Type of Utility Installation WATER MAIN AND SERVICES T 88 N, R 42 W

Plans Prepared By ISG Copy Enclosed Yes _____ No

Map Showing Location Enclosed _____ Yes No

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

Proposed Method of Installation

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

Estimated Starting Date 10/02/2019 Estimated Restoration Date 07/31/2020

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

By *Don Joy*
(Signature of Authorized Utility Representative)

Title Mayor
Date 9-10-19

PERMIT APPROVAL BY PERMITTING AUTHORITY

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

By _____
(Signature of Woodbury County Board Chairman)

Title _____

Date _____

By _____
(Signature of Woodbury County Engineer)

Title _____

Date _____

Other Special Provisions:

Permit Provisions and Conditions of Issuance

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

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

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

Date: 9/26/2019 Weekly Agenda Date: 10/01/2019

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

WORDING FOR AGENDA ITEM:

Consideration of a permit for work in the county right of way

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Public Hearing Other: Informational Attachments

EXECUTIVE SUMMARY:

Barker Lemar Engineering requested a permit to work in the right of way to install methane monitoring wells at the Woodbury County landfill site in the west ditch of Ida Avenue, west of the landfill.

BACKGROUND:

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

FINANCIAL IMPACT:

No impact. Work is paid for by the landfill commission.

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

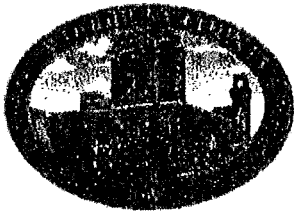
Yes No

RECOMMENDATION:

Recommend approval of the permit for Barker Lemar Engineering.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for Barker Lemar Engineering and to direct the chair to sign the permit.



Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@woodburycountyiowa.gov

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

Name of Permittee: Barker Lemar Engineering Phone No.: 515-256-8814

Mailing Address: 1801 Industrial Circle, West Des Moines, IA 50265

Township: 87N Section: 01

Woodbury County, State of Iowa, and Barker Lemar Engineering (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Installation of a methane monitoring point adjacent to Ida Avenue.

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the travelling public on account of such construction, repair or maintenance operations, or other activities.

I. **FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA.** This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

None.

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

None.

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 31st day of December, 2019.

Entered into this 25th day of September, 2019.


Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: Veronica Kurtz PHONE (A/C, No, Ext): E-MAIL ADDRESS: vkurtz@holmesmurphy.com	FAX (A/C, No):
INSURED Barker Lemar and Associates, Inc. dba Barker Lemar Engineering Consultants 1801 Industrial Circle West Des Moines, IA 50265		INSURER(S) AFFORDING COVERAGE	
		INSURER A: TOKIO MARINE SPECIALTY INS CO	NAIC # 11216
		INSURER B: UNITED FIRE & CAS CO	13021
		INSURER C: MIDWEST BUILDERS CAS MUT CO	13126
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 57350913

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

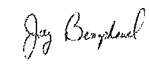
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded. \$10,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PPK1919551	12/31/18	12/31/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Comp <input checked="" type="checkbox"/> \$1,000 Coll		60455463	12/31/18	12/31/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ -0-		PUB658275	12/31/18	12/31/19	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WC100-0001117-2019A	01/01/19	01/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Woodbury County Secondary Roads Department and Woodbury County are Additional Insureds on the General Liability as required by written contract with the insured, per policy terms and conditions.

Barker Employment Services, Inc. is WC Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

Woodbury County Secondary Roads Department 759 E. Frontage Road Moville, IA 51039 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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LLywdm
57350913

WOODBURY COUNTY, IOWA

RESOLUTION NO. ____

PROCLAMATION

WHEREAS, domestic violence is the willful intimidation, physical assault, battery, sexual assault, and/or other abusive behavior as part of a systematic pattern of power and control perpetrated by one intimate partner against another; and

WHEREAS, one in three women and one in nine men will be a victim of violence in their lifetime; domestic violence violates an individual's human rights by destroying dignity, security, and self-worth due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse; CSADV works every day to help end these acts of violence and to help rebuild the lives of the survivors; and

WHEREAS, in Siouxland, the Council on Sexual Assault & Domestic Violence is available 24 hours a day, providing immediate response to nearly 2000 adults and children in danger or in crisis; and despite increasing needs and diminishing funding, no one in an unsafe situation was turned away; and

WHEREAS, the impact of domestic violence affects all of the members of the community, and only a coordinated community response will put a stop to these atrocious crimes and assure funding is continuously available to provide these life-saving services; and

NOW, THEREFORE, I, Keith Radig, Chairman, on behalf of the Woodbury County Board of Supervisors, do hereby proclaim the month of October, 2019 as

"DOMESTIC VIOLENCE AWARENESS MONTH"

in Woodbury County, Iowa and urge all citizens to actively participate in the scheduled events and programs and to think about the fact that it is someone you know.

BE IT SO RESOLVED this 1st day of October, 2019.

WOODBURY COUNTY BOARD OF SUPERVISORS

Keith W. Radig, Chairman

Jeremy J. Taylor, Member

Marty Pottebaum, Member

Rocky L. De Witt, Member

Matthew A. Ung, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

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

#10

Date: 9/26/19 Weekly Agenda Date: 10/1/19

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

WORDING FOR AGENDA ITEM:

Approval of Final Plat for the Keck's Large Lots Addition, a Minor Subdivision

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The Board will receive the Zoning Commission's recommendation on said plat and shall approve, approve with conditions, or disapprove the plat. The Board may table the matter with the consent of the subdivider. Approval shall be in the form of a resolution to be certified as part of the final plat.

BACKGROUND:

Leo and Deloras Keck and Gerald D. & Joan M. Busselman, owners of property in the NE ¼ of Section 24, T89N, R44W, Arlington Township (Parcels: 894424200001, 894424200002, 894424200004, and 894424200005) propose an agricultural 2-lot minor subdivision. No infrastructure improvements, grading, or construction is planned. It is being divided for estate purposes. The property is located in the Agricultural Estates zoning district and is not in a floodplain. The current and proposed use of the property are allowed under the Zoning Ordinance. On 9/23/19, the Zoning Commission voted to recommend approval of the final plat. The required legal notifications were made, and all relevant agency stakeholders and property owners were noticed. As of 9/26/19, no objections have been received as it relates to the proposed plat.

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

Receive the Zoning Commission's recommendation from their 9/23/19 meeting to approve the final plat.
Subject to public testimony received (if any), approve the plat and authorize the Chairman to sign the resolution.

ACTION REQUIRED / PROPOSED MOTION:

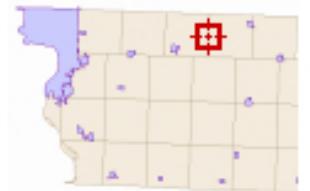
Motion to receive the Zoning Commission's recommendation from their 9/23/19 meeting to approve the final plat.
Motion to approve the Keck's Large Lots Addition Minor Subdivision plat and authorize the Chairman to sign the resolution.



**WOODBURY COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT**

620 DOUGLAS STREET – SIOUX CITY, IA 51101

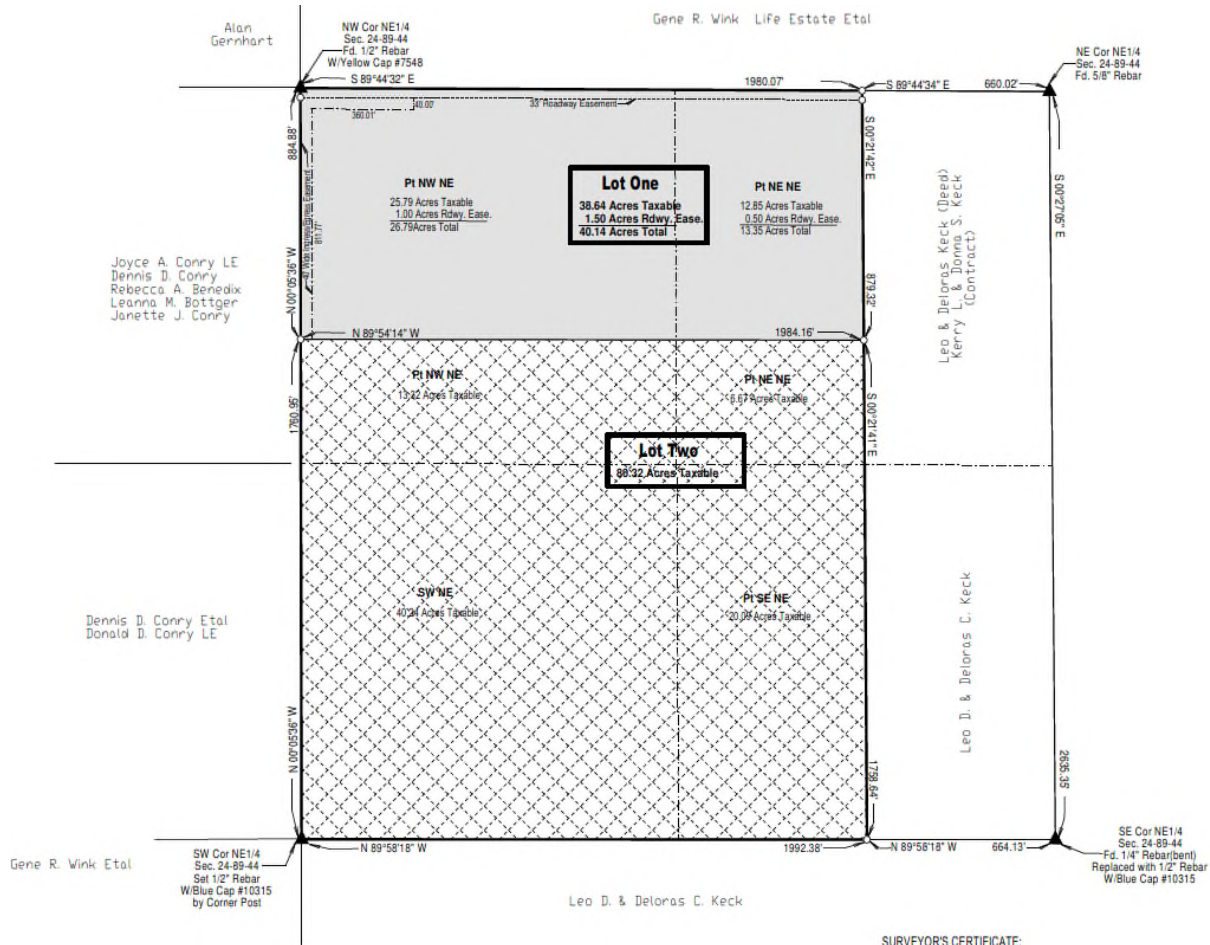
David Gleiser · Director · dgleiser@woodburycountyiowa.gov
 Dan Priestley · Zoning Coordinator · dpriestley@woodburycountyiowa.gov
 Dawn Norton · Sr. Clerk · dnorton@woodburycountyiowa.gov
 Telephone (712) 279-6609 Fax (712) 279-6530



**KECK'S LARGE LOTS ADDITION
MINOR SUBDIVISION PROPOSAL
SUMMARY**

Leo and Deloras Keck and Gerald D. & Joan M. Busselman, owners of property located in the NE ¼ of Section 24, T89N, R44W (Arlington Township), on Parcels #894424200001, 894424200002, 894424200004, and 894424200005 (just south of 130th Street and west of Jewell Avenue) requests for the Board of Supervisors to approve the proposed Keck's Large Lots Addition, an Addition to Woodbury County. The Zoning Commission recommended approval at the September 23, 2019 meeting.

This proposal encompasses the creation of two lots with Lot One including 40.14 total acres and Lot Two including 80.32 total acres. No improvements, grading or construction of infrastructure is planned with this proposal. It is being divided for estate purposes only. A 40-foot wide ingress/egress easement will encumber Lot One for access to Lot Two. This property is not located in the floodplain.



SURVEYOR'S CERTIFICATE:

FACTS OF THE CASE

This proposed agricultural minor subdivision encompasses four quarter-quarter sections including the NW ¼ of the NE ¼, the NE ¼ of the NE ¼, the SW ¼ of the NE ¼, and the SE ¼ of the NE ¼ of Section 24, T89N, R44W (Arlington Township), on Parcels #894424200001, 894424200002, 894424200004, and 894424200005.

Lot One will include 40.14 total acres and Lot Two will include 80.32 acres. Both proposed lots meet the Zoning District Dimensional Standards of the Woodbury County Zoning Ordinance (2008). Lot Two includes a proposed 40 foot wide ingress/egress easement for access to Lot Two. However, the ownership will remain in common for both lots. According to the Surveyor's Note, "the intent for the time being is to access Lot Two from abutting land to the East, since the ownership will be in common.

EXTRATERRITORIAL REVIEW

This property is further than two miles from incorporated areas and does not require extraterritorial review under Iowa Code, Section 354.9.

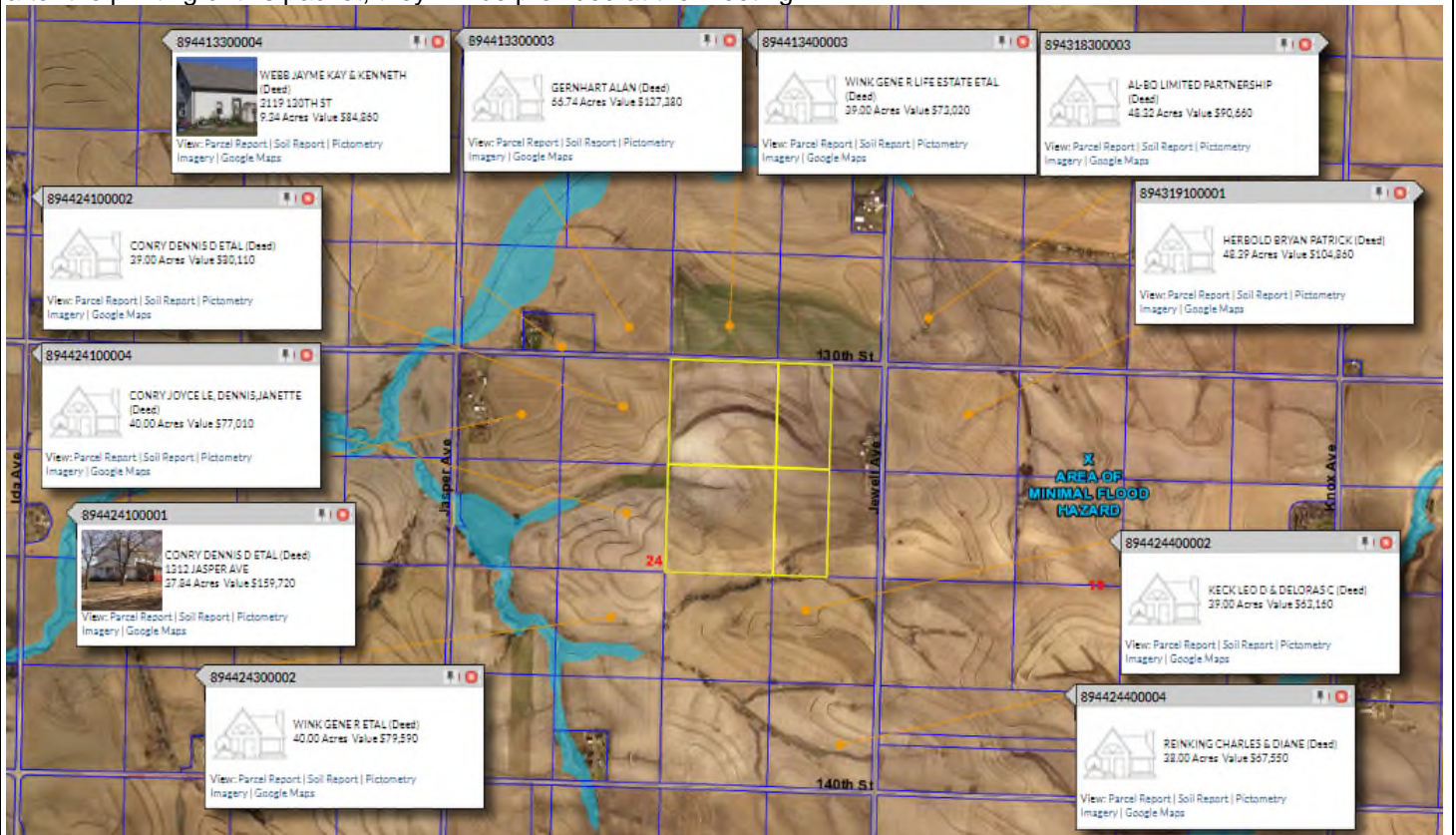
LEGAL NOTIFICATION

Published in the Sioux City Journal Legals Section on Thursday, September 12, 2019

PROPOSED SUBDIVISION: To be known as Keck's Large Lots Addition - a minor subdivision in a 120.46 acre portion of the NE ¼ of Section 24, Township T89N, Range R44W (Arlington Township), Woodbury County, Iowa. Applicant(s): Leo & Deloras Keck, 409 Page Dr., Kingsley, IA 51028 & Gerald & Joan Busseman, Busseman Family Trust et al, RRI, Box 5, Rosale, NE 68055. The parent parcels are located south of 130th St. and east of Jewell Ave about 3.6 miles north east of Merville. The parent parcels are known as GIS Parcels #894424200001, 894424200002, 894424200004, and 894424200005.

PROPERTY OWNER NOTICE

The ten (10) property owners within 1000; and listed within the certified abstractor's affidavit; were notified by a September 11, 2019 letter of the public hearing. As of September 16, 2019 the Community & Economic Development office had not received written comment from any property owner owning property within 1,000'. When more comments are received after the printing of this packet, they will be provided at the meeting.



STAKEHOLDER ORGANIZATION	COMMENTS:
CENTURYLINK:	CenturyLink does not have any facilities in this area. Justin Melohn, 9/9/19
FIBERCOMM:	No comments.
IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR):	No comments.
LONGLINES:	No comments.
MAGELLAN PIPELINE:	No comments.
MIDAMERICAN ENERGY COMPANY:	No comments.
NATURAL RESOURCES CONSERVATION SERVICES (NRCS)	No comments.
NORTHERN NATURAL GAS:	Northern Natural Gas Company has no pipelines in this vicinity. Thanks, Tom Hudson, 9/9/19
NORTHWEST IOWA POWER COOPERATIVE (NIPCO):	Have reviewed this location. NIPCO has 69,000 Volt transmission line along the southern border of lot 2. This transmission line has an easement which require that NIPCO have access to this line. The easement reads 50 ft from the center line of the transmission line on both the north and south side. This also means buildings/structures should not be built in this area. NIPCO does not have a concern with this activity, just want to make sure the owners or new owners of these lots realize the easement rules for this transmission line. Please let me know of any question you may have. Jayme Huber, 9/9/19
NUSTAR PIPELINE:	Nustar has no pipelines in that vicinity. Thank you. Domingo Torres, 9/10/19
SIOUXLAND DISTRICT HEALTH DEPARTMENT:	No comments.
WIATEL:	No comments.
WOODBURY COUNTY ASSESSOR:	No comments.
WOODBURY COUNTY CONSERVATION:	No comments.
WOODBURY COUNTY EMERGENCY SERVICES:	I have no comments. Thanks. Gary Brown, 9/9/19
WOODBURY COUNTY EMERGENCY MANAGEMENT:	No comments.
WOODBURY COUNTY ENGINEER:	Review Memo Provided Below.
WOODBURY COUNTY RECORDER:	No comments.
WOODBURY COUNTY RURAL ELECTRIC COOPERATIVE (REC):	No comments.
WOODBURY COUNTY SOIL AND WATER CONSERVATION DISTRICT (WCSWCD):	On behalf of WCSWCD, no comments. Neil Stockfleth, 9/9/19

STAFF RECOMMENDATION

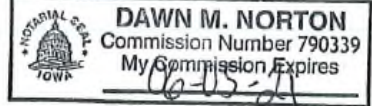
The staff recommends approval of this minor subdivision proposal.

ZONING COMMISSION RECOMMENDATION

RESOLUTION AND CERTIFICATE OF THE WOODBURY COUNTY
ZONING COMMISSION OF WOODBURY COUNTY, IOWA

I, Christine Zellmer-Zant do hereby certify that I CHRISTINE ZELLMER-ZANT, am the Chairman of the Woodbury County Zoning Commission of Woodbury County, Iowa, and do further certify that said Commission has heretofore taken under advisement the Plat of "KECK'S LARGE LOTS", a Minor Subdivision for Woodbury County, Iowa, and the said Woodbury County Zoning Commission of Woodbury County, Iowa, did on the 23rd day of September, 2019, approve the same and does further hereby recommend to the Woodbury County Board of Supervisors, Woodbury County, Iowa, the acceptance and approval of said plat.

Dated this 23rd day of September, 2019



Attest:

Dawn M. Norton
Secretary

Woodbury County Zoning Commission
of Woodbury County, Iowa

By Christine Zellmer-Zant
Christine Zellmer-Zant, Chairman

PARCEL #894424200001

Summary

Parcel ID 894424200001
Alternate ID N/A
Property Address N/A
Sec/Twp/Rng 24-89-44
Brief Tax Description NWNE 24-89-44
(Note: Not to be used on legal documents)
Deed Book/Page 657-1823 (8/26/2004)
Gross Acres 39.00
Net Acres 39.00
Adjusted CSR Pts 3491.23
Class A - Agriculture
(Note: This is for tax purposes only. Not to be used for zoning.)
District N/A
School District WOODBURY CENTRAL
Neighborhood N/A
Main Area Square Feet N/A



Owner

Deed Holder Contract Holder
 Busselman Gerald D & Joan M
 Busselman Family Trust Etal
 Rr 1 Box 5
 Rosalie NE 68055

Land

Lot Area 39.00 Acres ; 1,698,840 SF

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
8/24/2004	KECK LEO & JOAN BUSSELMAN	BUSSELMAN GERALD D & JOAN FAMILY TRUST	657/1823	QUIT CLAIM DEED	Deed		\$0.00

+ There are other parcels involved in one or more of the above sales:

Valuation

	2019	2018	2017	2016	2015
Classification	Agriculture	Agriculture	Agriculture	Agriculture	Agricultural
+ Assessed Land Value	\$83,550	\$121,600	\$121,600	\$116,590	\$116,590
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
+ Exempt Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$83,550	\$121,600	\$121,600	\$116,590	\$116,590
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$83,550	\$121,600	\$121,600	\$116,590	\$116,590

Summary

Parcel ID 894424200001
Gross Acres 39.00
ROW Acres 0.00
Gross Taxable Acres 39.00
Exempt Acres 0.00
Net Taxable Acres 39.00 *(Gross Taxable Acres - Exempt Land)*
Average Unadjusted CSR2 89.52 *(3491.23 CSR2 Points / 39 Gross Taxable Acres)*

Agland Active Config 2017 CSR2

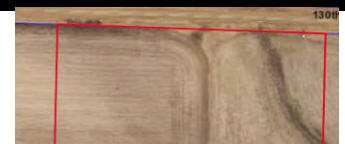
Sub Parcel Summary

Description	Acres	CSR2	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	39.00	89.52	3,491.23	3,491.23
Non-Crop	0.00	0.00	0.00	0.00
Total	39.00		3,491.23	3,491.23

Soil Summary

Description	SMS	Soil Name	CSR2	Adjusted Acres	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	100B	MONONA SILTY CLAY LOAM, 2 TO 5 PERCENT SLOPES	95.00	10.37	985.15	985.15
100% Value	8B	JUDSON SILTY CLAY LOAM, 2 TO 5 PERCENT SLOPES	92.00	11.21	1,031.32	1,031.32
100% Value	100C2	MONONA SILTY CLAY LOAM, 5 TO 9 PERCENT SLOPES, MODERATELY ER	85.00	17.20	1,462.00	1,462.00
100% Value	1C3	IDA SILT LOAM, 5 TO 9 PERCENT SLOPES, SEVERELY ERODED	58.00	0.22	12.76	12.76
Total				39.00	3,491.23	3,491.23

PARCEL #894424200002



Summary

Parcel ID 894424200002
Alternate ID N/A
Property Address N/A
Sec/Twp/Rng 24-89-44
Brief Tax Description EX E1/2 NENE 24-89-44
(Note: Not to be used on legal documents)
Deed Book/Page 657-1823 (8/26/2004)
Gross Acres 19.50
Net Acres 19.50
Adjusted CSR Pts 1755.65
Class A - Agriculture
(Note: This is for tax purposes only. Not to be used for zoning.)
District N/A
School District WOODBURY CENTRAL
Neighborhood N/A
Main Area Square Feet N/A

Owner

Deed Holder	Contract Holder	Mailing Address
Busselman Gerald D & Joan M Busselman Family Trust Etal Rr 1 Box 5 Rosalie NE 68055		

Land

Lot Area 19.50 Acres; 849,420 SF

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
8/24/2004	KECK LEO & JOAN BUSSELMAN	BUSSELMAN GERALD D & JOAN FAMILY TRUST	657/1823	QUIT CLAIM DEED	Deed		\$0.00

+ There are other parcels involved in one or more of the above sales:

Valuation

	2019	2018	2017	2016	2015
Classification	Agriculture	Agriculture	Agriculture	Agriculture	Agricultural
+ Assessed Land Value	\$42,010	\$61,150	\$61,150	\$60,070	\$60,070
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
+ Exempt Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$42,010	\$61,150	\$61,150	\$60,070	\$60,070
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$42,010	\$61,150	\$61,150	\$60,070	\$60,070

Summary

Parcel ID 894424200002
Gross Acres 19.50
ROW Acres 0.00
Gross Taxable Acres 19.50
Exempt Acres 0.00
Net Taxable Acres 19.50 *(Gross Taxable Acres - Exempt Land)*
Average Unadjusted CSR2 90.03 *(1755.65 CSR2 Points / 19.5 Gross Taxable Acres)*

Agland Active Config 2017 CSR2

Sub Parcel Summary

Description	Acres	CSR2	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	19.50	90.03	1,755.65	1,755.65
Non-Crop	0.00	0.00	0.00	0.00
Total	19.50		1,755.65	1,755.65

Soil Summary

Description	SMS	Soil Name	CSR2	Adjusted Acres	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	100B	MONONA SILTY CLAY LOAM, 2 TO 5 PERCENT SLOPES	95.00	4.88	463.60	463.60
100% Value	8B	JUDSON SILTY CLAY LOAM, 2 TO 5 PERCENT SLOPES	92.00	7.05	648.60	648.60
100% Value	100C2	MONONA SILTY CLAY LOAM, 5 TO 9 PERCENT SLOPES, MODERATELY ER	85.00	7.57	643.45	643.45
Total				19.50	1,755.65	1,755.65

Summary

Parcel ID 894424200004
Alternate ID N/A
Property Address N/A
Sec/Twp/Rng 24-89-44
Brief Tax Description SWNE 24-89-44
 (Note: Not to be used on legal documents)
Deed Book/Page 657-1823 (8/26/2004)
Gross Acres 40.00
Net Acres 40.00
Adjusted CSR Pts 3397.19
Class A - Agriculture
 (Note: This is for tax purposes only. Not to be used for zoning.)
District N/A
School District WOODBURY CENTRAL
Neighborhood N/A
Main Area Square Feet N/A



Owner

Deed Holder Busselman Gerald D & Joan M Busselman Family Trust Etal Rr 1 Box 5 Rosalie NE 68055	Contract Holder	Mailing Address
--	------------------------	------------------------

Land

Lot Area 40.00 Acres; 1,742,400 SF

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
8/24/2004	KECK LEO & JOAN BUSSELMAN	BUSSELMAN GERALD D & JOAN FAMILY TRUST	657/1823	QUIT CLAIM DEED	Deed		\$0.00

+ There are other parcels involved in one or more of the above sales:

Valuation

	2019	2018	2017	2016	2015
Classification	Agriculture	Agriculture	Agriculture	Agriculture	Agricultural
+ Assessed Land Value	\$81,300	\$118,320	\$118,320	\$115,370	\$115,370
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
+ Exempt Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$81,300	\$118,320	\$118,320	\$115,370	\$115,370
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$81,300	\$118,320	\$118,320	\$115,370	\$115,370

Summary

Parcel ID 894424200004
Gross Acres 40.00
ROW Acres 0.00
Gross Taxable Acres 40.00
Exempt Acres 0.00
Net Taxable Acres 40.00 (Gross Taxable Acres - Exempt Land)
Average Unadjusted CSR2 84.93 (3397.19 CSR2 Points / 40 Gross Taxable Acres)

Agland Active Config 2017 CSR2

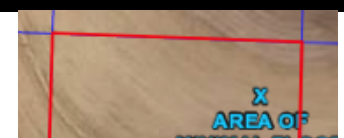
Sub Parcel Summary

Description	Acres	CSR2	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	40.00	84.93	3,397.19	3,397.19
Non-Crop	0.00	0.00	0.00	0.00
Total	40.00		3,397.19	3,397.19

Soil Summary

Description	SMS	Soil Name	CSR2	Adjusted Acres	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	100B	MONONA SILTY CLAY LOAM, 2 TO 5 PERCENT SLOPES	95.00	9.69	920.55	920.55
100% Value	8B	JUDSON SILTY CLAY LOAM, 2 TO 5 PERCENT SLOPES	92.00	4.83	444.36	444.36
100% Value	8C	JUDSON SILTY CLAY LOAM, 5 TO 9 PERCENT SLOPES	86.00	2.53	217.58	217.58
100% Value	100C2	MONONA SILTY CLAY LOAM, 5 TO 9 PERCENT SLOPES, MODERATELY ER	85.00	18.85	1,602.25	1,602.25
100% Value	1B3	IDA SILT LOAM, 2 TO 5 PERCENT SLOPES, SEVERELY ERODED	57.00	3.25	185.25	185.25
100% Value	1D3	IDA SILT LOAM, 9 TO 14 PERCENT SLOPES, SEVERELY ERODED	32.00	0.85	27.20	27.20
Total				40.00	3,397.19	3,397.19

PARCEL #894424200005



Summary

Parcel ID 894424200005
Alternate ID N/A
Property Address N/A
Sec/Twp/Rng 24-89-44
Brief Tax Description EX E1/2 SENE 24-89-44
(Note: Not to be used on legal documents)
Deed Book/Page 657-1823 (8/26/2004)
Gross Acres 20.00
Net Acres 20.00
Adjusted CSR Pts 1639.96
Class A - Agriculture
(Note: This is for tax purposes only. Not to be used for zoning.)
District N/A
School District WOODBURY CENTRAL
Neighborhood N/A
Main Area Square Feet N/A

Owner

Deed Holder	Contract Holder	Mailing Address
Busselman Gerald D & Joan M Busselman Family Trust Etal Rr 1 Box 5 Rosalie NE 68055		

Land

Lot Area 20.00 Acres ; 871,200 SF

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
8/24/2004	KECK LEO & JOAN BUSSELMAN	BUSSELMAN GERALD D & JOAN FAMILY TRUST	657/1823	QUIT CLAIM DEED	Deed		\$0.00

+ There are other parcels involved in one or more of the above sales:

Valuation

	2019	2018	2017	2016	2015
Classification	Agriculture	Agriculture	Agriculture	Agriculture	Agricultural
+ Assessed Land Value	\$39,240	\$57,120	\$57,120	\$54,440	\$54,440
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
+ Exempt Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$39,240	\$57,120	\$57,120	\$54,440	\$54,440
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$39,240	\$57,120	\$57,120	\$54,440	\$54,440

Summary

Parcel ID 894424200005
Gross Acres 20.00
ROW Acres 0.00
Gross Taxable Acres 20.00
Exempt Acres 0.00
Net Taxable Acres 20.00 (Gross Taxable Acres - Exempt Land)
Average Unadjusted CSR2 85.17 (1703.45 CSR2 Points / 20 Gross Taxable Acres)

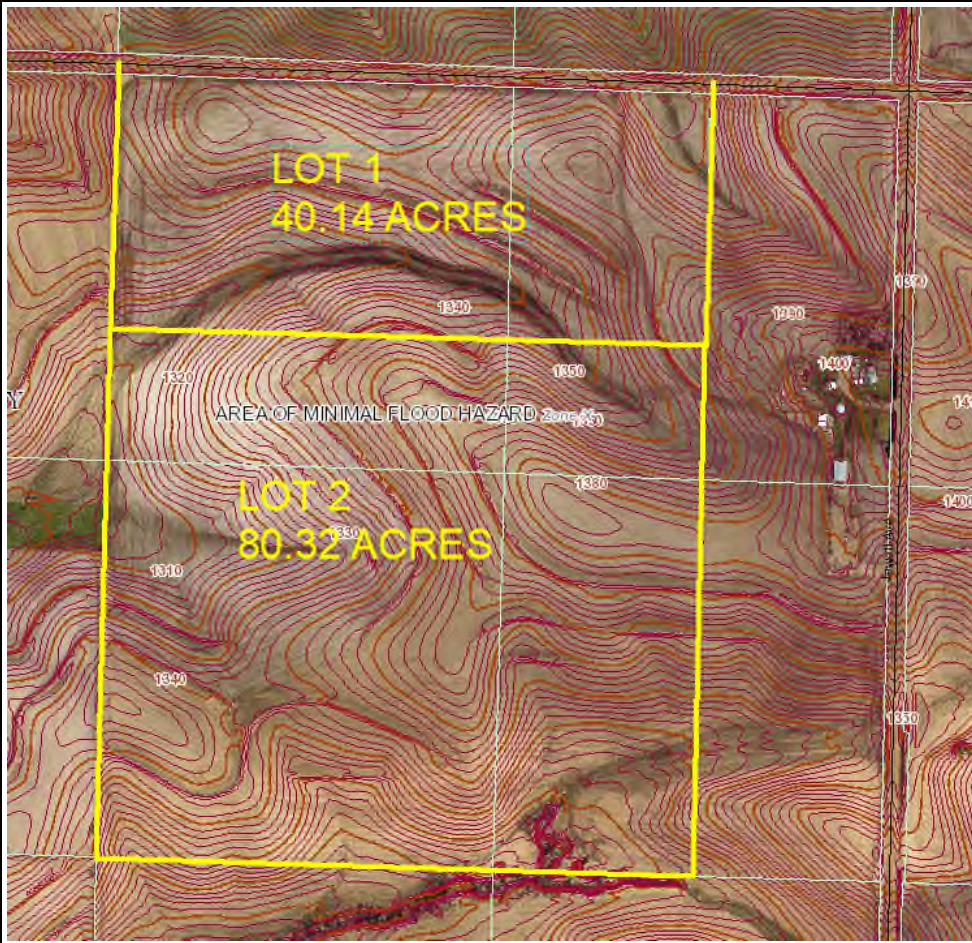
Aglond Active Config 2017 CSR2

Sub Parcel Summary

Description	Acres	CSR2	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	18.44	85.10	1,569.29	1,569.29
Non-Crop	1.56	86.00	134.16	70.67
Total	20.00		1,703.45	1,639.96

Soil Summary

Description	SMS	Soil Name	CSR2	Adjusted Acres	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	100B	MONONA SILTY CLAY LOAM, 2 TO 5 PERCENT SLOPES	95.00	6.29	597.55	597.55
100% Value	8B	JUDSON SILTY CLAY LOAM, 2 TO 5 PERCENT SLOPES	92.00	0.03	2.76	2.76
100% Value	8C	JUDSON SILTY CLAY LOAM, 5 TO 9 PERCENT SLOPES	86.00	5.08	436.88	436.88
100% Value	100C2	MONONA SILTY CLAY LOAM, 5 TO 9 PERCENT SLOPES, MODERATELY ER	85.00	5.68	482.80	482.80
100% Value	59E	BURCHARD CLAY LOAM, 9 TO 18 PERCENT SLOPES	49.00	0.34	16.66	16.66
100% Value	1D3	IDA SILT LOAM, 9 TO 14 PERCENT SLOPES, SEVERELY ERODED	32.00	1.02	32.64	32.64
Non-Crop	8C	JUDSON SILTY CLAY LOAM, 5 TO 9 PERCENT SLOPES	86.00	1.56	134.16	70.67
Total				20.00	1,703.45	1,639.96



SOIL



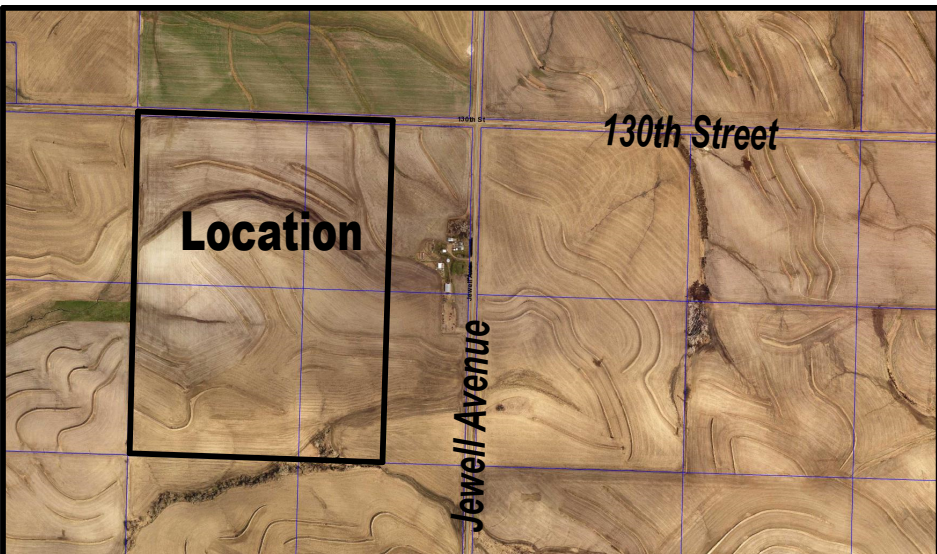
Overview



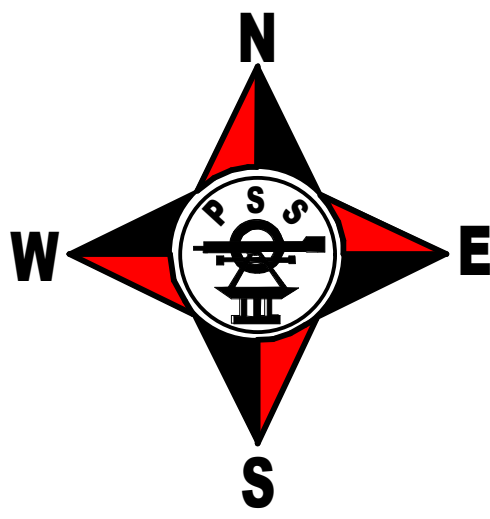
Legend

- Roads
- Soils
 - 0.000000 - 5.000000
 - 5.000001 - 20.000000
 - 20.000001 - 30.000000
 - 30.000001 - 40.000000
 - 40.000001 - 50.000000
 - 50.000001 - 60.000000
 - 60.000001 - 70.000000
 - 70.000001 - 80.000000
 - 80.000001 - 90.000000
 - 90.000001 - 100.000000
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

FINAL PLAT OF "Keck's Large Lots" A MINOR SUBDIVISION, TO WOODBURY COUNTY, IOWA



Location Map - No Scale



SCALE 1" = 300'

○ = Set 1/2" Rebar W/Blue Cap #10315

NOTES	
1) Electrical Utility Provider:	Woodbury County REC 1495 Humbolt Avenue Moville, IA 51039
2) Telephone Utility Provider:	Frontier Communications 122 2nd St NW Orange City, IA 51041
3) Residential	Minimum Lot Area: 2 acres Minimum Lot Width: 200' Setbacks: Front 100' Side 20' Rear 50'

Date Survey
August 2019

Owner / Subdivider	Surveyor
Leo & Deloras Keck (2/3) 409 Page Dr. Kingsley IA 51028	David L. Wilberding #8 Brady Drive Cherokee, Iowa 51012
Gerald D. & Joan M. Busselman Busselman Family Trust Etal. (1/3) RR1, Box 5 Rosalie, NE 68055	

Zoning
Current Zoning = A - Agriculture
Proposed Zoning = A - Agriculture

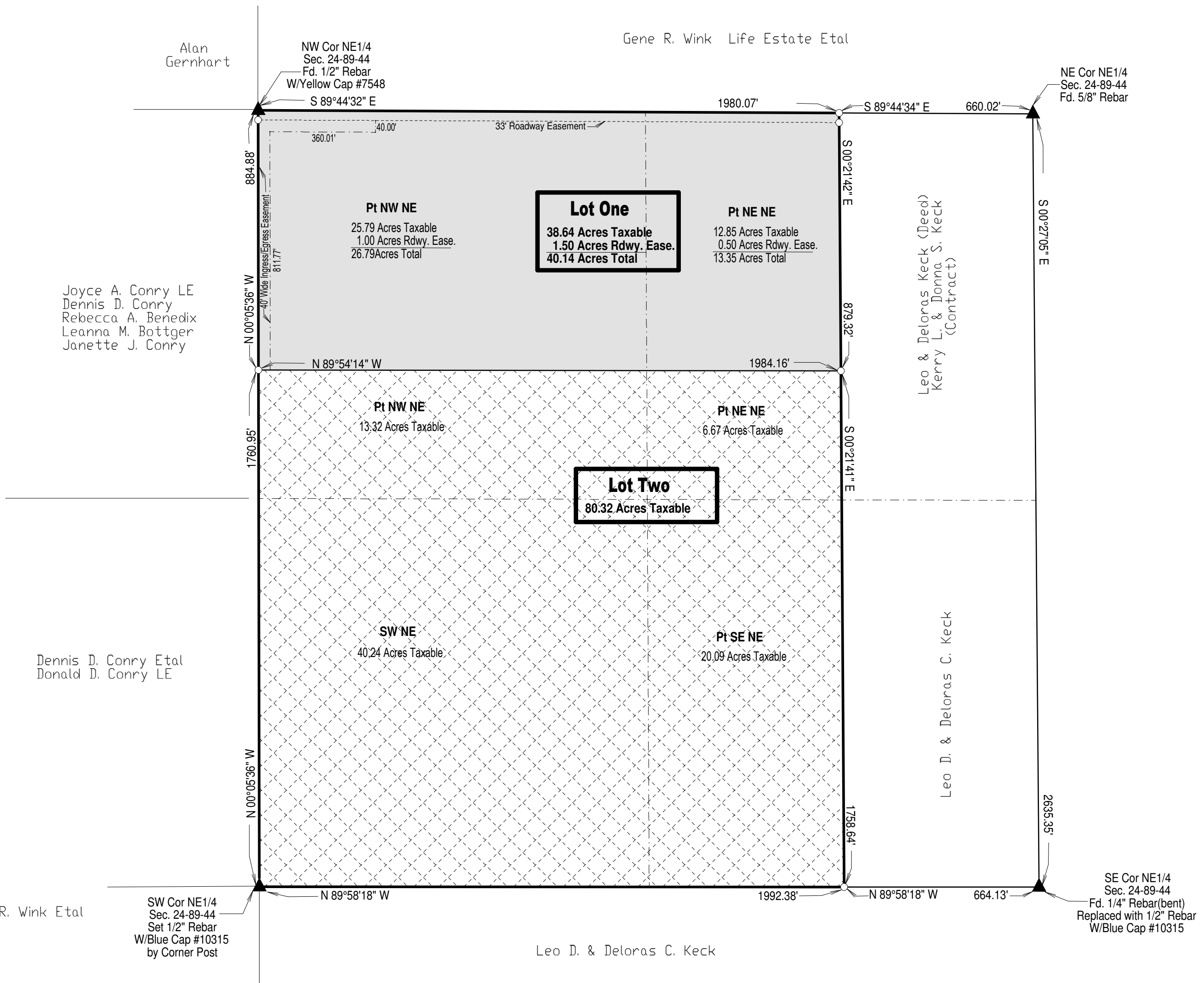
Surveyor's Note

- No Improvements, Grading or Construction of Infrastructure is planned in accordance with this platting. It is being divided, solely for Estate Purposes only.
- A 40 foot wide Ingress/Egress Easement will encumber Lot One, however the intent for the time being is to access Lot Two from abutting land to the East, since the ownership will be common.

Legal Description:

The West 120 Acres (Per Original Government Measure) of the Northeast Quarter of Section 28, Township 89 North, Range 44 West of the 5th P.M., Woodbury County, Iowa. Contains a total of 120.46 Acres, inclusive of a Public Roadway Easement of 1.50 Acres, and is further subject to any and all other Easements, be they of Record or not.

For the purpose of this Survey the North line of the NE1/4 of said Section 24 is assumed to bear S 89°44'32" E.



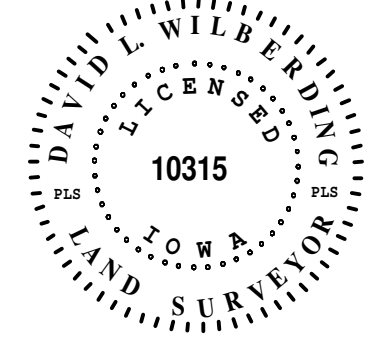
SURVEYOR'S CERTIFICATE:

I, DAVID L. WILBERDING, A DULY LICENSED LAND SURVEYOR UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF IOWA, HOLDING CERTIFICATE NO. 10315, DO HEREBY CERTIFY THAT THIS PLAT KNOWN AS "Keck's Large Lots", A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA, IS A TRUE REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE SAME IS LOCATED UPON AND COMPRISES THE WHOLE OF THE DESCRIBED PROPERTY. I DO HEREBY CERTIFY THAT THERE ARE CONTAINED IN SAID DESCRIPTION THE LOTS AS DESCRIBED IN THE SUBDIVISION PLATTED; THAT THE LOTS ARE OF THE DIMENSIONS, NUMBERS, NAMES, AND LOCATIONS AS SHOWN ON SAID PLAT, AND THAT IRON STAKES ARE DRIVEN AT EACH CORNER OF EVERY LOT OF SAID SUBDIVISION.

DATED AT CHEROKEE, IOWA _____

DAVID L. WILBERDING IOWA NO. 10315

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019
Number of Pages covered by this certification. = 1



ATTACHMENT TO "KECK'S LARGE LOTS" A MINOR SUBDIVISION FOR WOODBURY COUNTY, IOWA

DEDICATION BY PROPRIETOR

KNOW ALL MEN BY THESE PRESENTS:

THAT LEO AND DELORAS KECK
AND
GERALD D. AND JOAN M. BUSSELMAN (CO-TRUSTEES OF THE BUSSELMAN FAMILY TRUST),

THE OWNERS OF THE REAL ESTATE DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, HAVE IN THE PURSUANCE OF LAW, CAUSED SAID DESCRIBED REAL ESTATE TO BE SURVEYED, STAKED AND PLATTED INTO TWO LOTS, AS IS PARTICULARLY SHOWN AND SET FORTH IN THE ATTACHED PLAT AND SAID CERTIFICATE OF DAVID L. WILBERDING, A LICENSED SURVEYOR WHO SURVEYED AND PLATTED THE REAL ESTATE TO BE KNOWN AS "KECK'S LARGE LOTS" A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA, AND THAT THE SAME IS PREPARED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES AS OWNERS AND PROPRIETORS THEREOF.

EXECUTED AT _____ ON THE ____ DAY OF _____, 2019.

LEO KECK

DELORAS KECK

GERALD D. BUSSELMAN (CO-TRUSTEE BUSSELMAN FAMILY TRUST)

JOAN M. BUSSELMAN (CO-TRUSTEE BUSSELMAN FAMILY TRUST)

STATE OF IOWA)
)SS
COUNTY OF WOODBURY)

SUBSCRIBED AND SWORN TO BEFORE ME BY LEO AND DELORAS KECK, HUSBAND AND WIFE AND GERALD D. AND JOAN M. BUSSELMAN, HUSBAND AND WIFE.

NOTARY PUBLIC

RESOLUTION AND CERTIFICATE OF THE WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA

I, _____ do hereby certify that I CHRISTINE ZELLMER-ZANT, am the Chairman of the Woodbury County Zoning Commission of Woodbury County, Iowa, and do further certify that said Commission has heretofore taken under advisement the Plat of "KECK'S LARGE LOTS", a Minor Subdivision for Woodbury County, Iowa, and the said Woodbury County Zoning Commission of Woodbury County, Iowa, did on the _____ day of _____, 2019, approve the same and does further hereby recommend to the Woodbury County Board of Supervisors, Woodbury County, Iowa, the acceptance and approval of said plat.

Dated this _____ day of _____, 2019

Attest: _____
Woodbury County Zoning Commission
of Woodbury County, Iowa

By _____
Christine Zellmer-Zant, Chairman
Secretary

RESOLUTION # _____ ACCEPTING AND APPROVING "KECK'S LARGE LOTS", A MINOR SUBDIVISION FOR WOODBURY COUNTY, IOWA BEING THE WEST 120 ACRES OF THE NORTHEAST QUARTER OF SECTION 24, T89N, R44W OF THE 5TH P.M., WOODBURY COUNTY, IOWA.

Whereas the owner and proprietor did on the _____ day of _____, 2019, file with the Woodbury County Auditor of Woodbury County, Iowa, a certain plat designated as "KECK'S LARGE LOTS", a Minor Subdivision to Woodbury County, Iowa and

Whereas, it appears that said plat conforms with all of the provisions of the Code of the State of Iowa and the ordinances of Woodbury County, Iowa, with reference to filing of the same.

Now therefore, be it resolved by the Woodbury County Board of Supervisors, Woodbury County, State of Iowa, that the plat of "KECK'S LARGE LOTS", a Minor Subdivision for Woodbury County, Iowa,

be, and the same is hereby accepted and approved, and the chairman and the secretary of the Woodbury County Board of Supervisors, Woodbury County, State of Iowa, are hereby directed to furnish to owners and proprietors a certified copy of this resolution as required by law,

Passed and adopted this _____ day of _____, A.D., 2019

Attest: _____
Keith Radig, Chairperson of Board of Supervisors

Patrick F. Gill, Secretary

TITLE OPINION

TO: COUNTY AUDITOR AND RECORDER
WOODBURY COUNTY, IOWA

Dear Sir:

We have this date examined a complete abstract of title, pursuant to Iowa Code Section 354.11(3), to the property described in the Surveyor's Certificate on the Plat of "KECK'S LARGE LOTS" a Minor Subdivision for Woodbury County, Iowa, described more particularly as: The West 120 Acres of the Northeast Quarter (NE ¼) of Section Twenty Four (24), Township Eighty-nine (89) North, Range Forty-four (44), West of the 5th P.M., Woodbury County, Iowa, as shown on a Quit Claim Deed recorded on Roll 657, Image 1823, Woodbury County Recorder's Office. Contains a total of 120 Acres (per O.G.M.). Note: The North line of the NE ¼ of Section 24 is assumed to bear S 89° 42' 02" East. Said was last certified by Engleson Abstract Co., Inc. dated July 27, 2017 at 8:59 o'clock a.m. and from said abstract find good and merchantable title to said premises vested in _____, the proprietor, free and clear of all mortgages, liens and other encumbrances, except the following:

Dated: August 28, 2019.

Barry S. Thompson
Attorney at Law

COUNTY ENGINEER'S CERTIFICATE

I, Mark J. Nagra, County Engineer of Woodbury County, do hereby certify that the boundary lines of the plat and of the lot therein were mathematically checked and conform with the requirements as provided for in the subdivision ordinance that all dimensions both linear and angular necessary for the location of lot and easements are shown.

Mark J. Nagra, P.E.
County Engineer, Woodbury County

CERTIFICATE OF COUNTY ASSESSOR

I, _____, HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2019, A COPY OF THIS PLAT WAS FILED IN THE CITY/COUNTY ASSESSOR'S OFFICE.

DATED _____

JULIE CONOLLY COUNTY ASSESSOR

AUDITOR AND RECORDER'S CERTIFICATE OF RECORDING

STATE OF IOWA)
)SS
WOODBURY COUNTY) DOCKET NO: _____

FILED FOR RECORD, THIS _____ DAY OF _____, 2019.

AT _____ O'CLOCK _____ M. RECORDED IN PLAT ENVELOPE

INDEXED AND DELIVERED TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA

DATED _____

PATRICK F. GILL AUDITOR AND RECORDER, WOODBURY COUNTY, IOWA
BY: DIANE SWOBODA PETERSON, DEPUTY

AUDITOR'S APPROVAL OF SUBDIVISION NAME OF TITLE _____

The County Auditor hereby accepts and approves the name or title of said subdivision plat as required by Iowa Code Section 354.6(2)

Dated _____, 2019.

PATRICK F. GILL, WOODBURY COUNTY AUDITOR
BY: Diane Swoboda Peterson, Deputy

TREASURER'S CERTIFICATE OF TAXES AND SPECIAL ASSESSMENTS

I, MIKE CLAYTON, TREASURER OF WOODBURY COUNTY, IOWA, DO HEREBY CERTIFY THAT THE LAND DESCRIBED IN THE ATTACHED AND FOREGOING SURVEYOR'S CERTIFICATE IS FREE FROM TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

DATED _____

MIKE CLAYTON - TREASURER, WOODBURY COUNTY, IOWA

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

#11

Date: 9/26/2019 Weekly Agenda Date: 10/01/2019

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

WORDING FOR AGENDA ITEM:

Consider approval of a project agreement for an Iowa DOT primary road project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Iowa DOT is making improvements to a bridge on Hwy 141 that will result in a side road closures. The DOT requests permission to close county roads and detour as needed during construction.

BACKGROUND:

The DOT is rehabilitating the bridge on Hwy 141 over the Little Sioux River near Smithland. Temporary closure of local roads near the project site during construction may be needed.

FINANCIAL IMPACT:

Iowa DOT will provide necessary signing for the closure and detour.

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 agreement with the Iowa DOT and direct the chair to sign the agreement.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the project agreement for the Iowa DOT bridge rehabilitation project and direct the chair to sign said agreement.

July 2014

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>Woodbury</u>
Project No.	<u>BRFN-141-1(41)--39-97</u>
Iowa DOT	
Agreement No.	<u>2020-C-012</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Woodbury County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 141 within Woodbury County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Bridge Deck Rehabilitation on Iowa 141 over the Little Sioux River approximately 0.7 miles east of Iowa 31.

2. Traffic Control

- a. Iowa 141 through-traffic will be maintained during the construction.
- b. It will be necessary to temporarily close LPA side roads during construction. Bridge Street will be temporarily closed at the junction with Iowa 141 during the bridge deck replacement. The bridge shall have signals to maintain one lane of traffic during construction and Bridge Street shall be inside the area controlled by the signals. The DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code

July 2014

section 313.4 subsection 1.b.).

3. Right of Way and Permits

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

4. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 7.110.
- c. Structures built by the DOT over or under a primary road will be maintained structurally sound by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses will be the responsibility of the LPA.

5. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2020-C-012 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

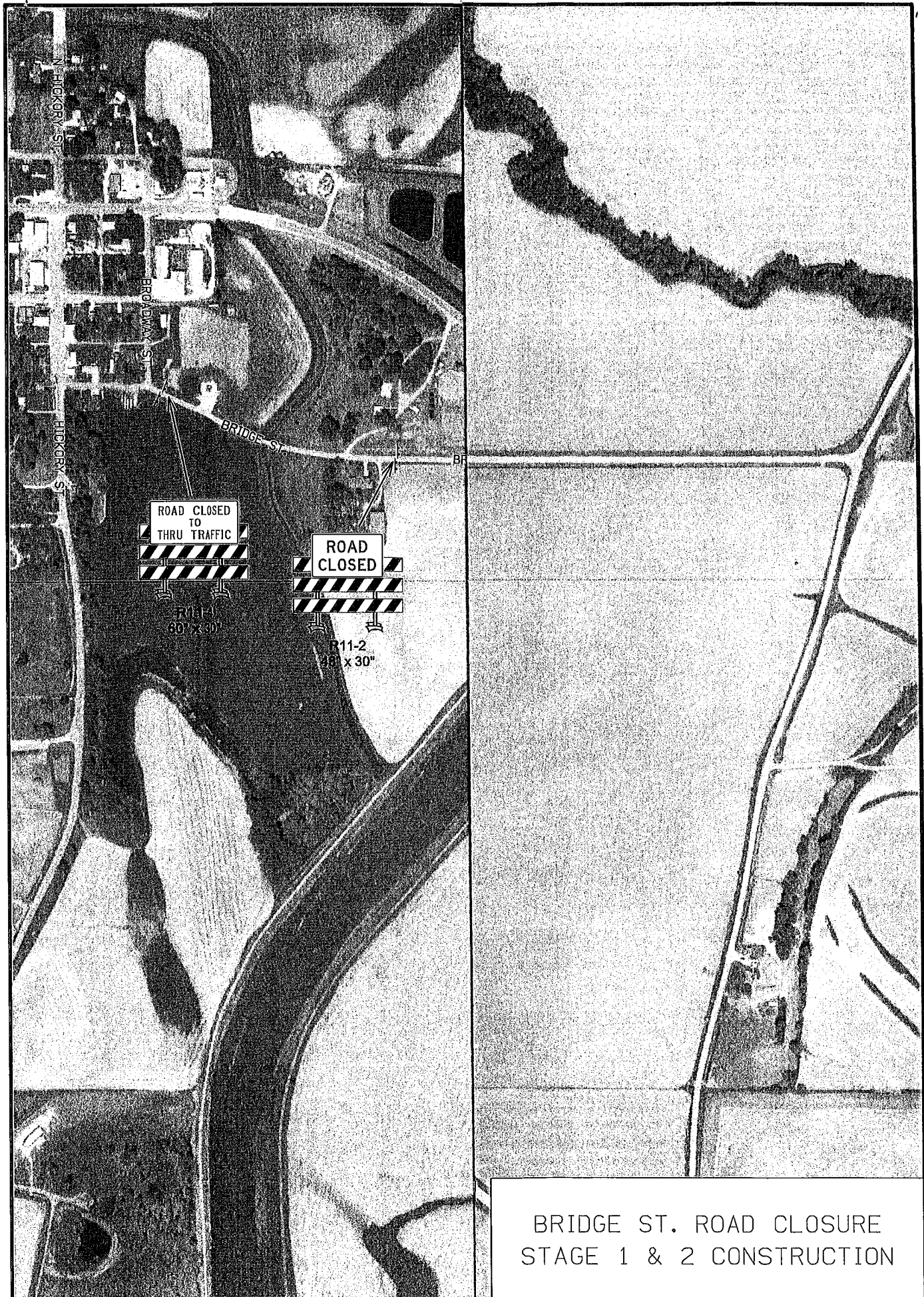
By: _____ Date _____, 20__.
Chairperson

ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.
Tony Lazarowicz, P.E.
District Engineer
District 3



BRIDGE ST. ROAD CLOSURE
STAGE 1 & 2 CONSTRUCTION

FILE NO.	ENGLISH	DESIGN TEAM WHKS & CO.	9-97	SHEET NUMBER	J.2
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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

#12a

Date: 09/26/19 Weekly Agenda Date: 10/1/19

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Pat Gill - Auditor

WORDING FOR AGENDA ITEM:

Approval and receive for signature amendment to Tyler contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Tyler is replacing Tyler Transparency with Tyler Socrata Open Finance at no extra cost.

BACKGROUND:

Tyler Transparency was include in the Tyler Contract approved by the Board on 06-26-18.

FINANCIAL IMPACT:

Tyler Socrata Open Finance will replace Tyler Transparency at no additional costs. Cost was approved in the 5 year annual subscription by the Board on 06/26/18.

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 motion

ACTION REQUIRED / PROPOSED MOTION:

Approve and receive for signature the amendment to Tyler Contract ID 2018-0083.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and Woodbury County, Iowa ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of June 27, 2018 ("Agreement") under which Tyler currently provides the Tyler Transparency module;

WHEREAS, Tyler and Client now desire to amend the Agreement to replace Transparency with Tyler's Socrata Open Finance module;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Tyler Transparency is hereby removed from the Agreement as of the execution date of this Amendment. Upon such date, Customer's license to use such software is terminated, as are Tyler's obligations to support, maintain, host, and update such software.
2. The items set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement and subject to its terms, along with the terms of this Amendment.
3. *Socrata Terms and Conditions*. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit 2 ("Socrata Agreement") with respect to the Socrata Open Finance software as more particularly described in Exhibit 1 attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.
4. There is no change in SaaS Fees payable as the fees (and increases, as applicable) for Tyler Transparency shall be payable for Tyler Socrata Open Finance.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement and if the Agreement terminates so does Client's access to the Socrata Open Finance software.
6. Specific to the Socrata items added to the Agreement by this Amendment, in the event of a conflict between any term or provision in the Amendment and any term or provision in the Agreement, the terms of the Amendment shall govern. The Agreement shall otherwise remain and continue in full force and effect.

[SIGNATURES ON NEXT PAGE]

Amendment to Contract ID# 2018-0083

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Woodbury County, Iowa

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

Component Description	Subscription Fees	Maintenance & Support	Related Services
Socrata Open Finance Suite	\$ 8,841		\$ 4,500
Total	\$ 8,841	\$ -	\$ 4,500



Exhibit 2 Socrata Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Socrata Agreement”** means this Socrata Software as a Service Terms and Conditions.
- **“Alert”** means a message that is delivered when Client-defined thresholds are exceeded.
- **“API”** means application-programming interface.
- **“External API Calls”** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit 1.
- **“Client”** means Woodbury County, Iowa
- **“Client Data”** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
- **“Confidential Information”** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, Social Security numbers) and trade secrets, each as defined by applicable state law.
- **“Dataset”** means physical collection of information, typically modeled as a table of rows and columns of data.
- **“Data Storage”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Effective Date”** means the Amendment Effective Date.
- **“Amendment Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit 1.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy.
- **“Monthly Active Users”** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit 1.
- **“SaaS Services”** means Socrata’s off the shelf, cloud-based software service and related services, including support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement described in Section C of this Socrata Agreement.
- **“Third-Party Services”** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **“Socrata”** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the Socrata Open Finance product on a subscription basis according to the terms of this Socrata Agreement and the SLA. Client may access updates and enhancements to the product, as described in Section C(8).
2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
3. Ownership.
 - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services.
 - 3.2 When Client uploads or provides Client Data to the Socrata SaaS platform, Client grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the SaaS Services.
 - 3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.
 - 3.4 Tyler reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
 - 3.5 While Tyler agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client's public data.
 - 3.6 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.
 - 3.7 Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Tyler does not create or endorse any data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.
 - 3.8 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.
4. Restrictions.

- 4.1 You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.
- 4.2 Client acknowledges and understands that the Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Socrata SaaS Services, you acknowledge and agree that you are using the Socrata SaaS Services at your own risk and that you are solely responsible for use of data with the SaaS Services in any manner that is contrary to the uses for which the Socrata SaaS Services are designed and offered for use in this Agreement.
- 4.3 Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.
5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Socrata Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Tyler reserves all rights unless otherwise expressly granted in this Socrata Agreement.
6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.
7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.
8. Client Data Backup. Client is providing Socrata a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client.

9. Return of Client Data. Upon request, Tyler will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
10. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
 - a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
 - b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
 - c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Tyler Application.
 - d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.
11. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section B(4.2) above.
12. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.
13. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Socrata Agreement, may be exposed to Confidential Information and that disclosure of such

information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Socrata Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Socrata Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Socrata Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

14.

SECTION C – OTHER SERVICES

1. Service Level Agreement (SLA) & Warranty.

1.1 Service Warranty. Tyler warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.

1.2 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such

Amendment to Contract ID# 2018-0083

month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

- 1.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(1.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services. Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts.
2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Socrata Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM

1. Term. The initial term of this Socrata Agreement is for a prorated time period commencing with the Amendment Effective date and ending coterminous with the current-term for Transparency, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.

SECTION G –LIMITATION OF LIABILITY

1. **DISCLAIMER**. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SOCRATA AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU

UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

- 2. LIMITATION OF LIABILITY. OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS SOCRATA AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SOCRATA SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS SOCRATA AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.**

- 3. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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

#12b

Date: 9/24/19

Weekly Agenda Date: 10/1/19

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Auditor Gill

WORDING FOR AGENDA ITEM:

Approve a county seal to be used on county ballots

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Iowa Legislature now requires a county seal to appear on all ballots. There is confusion as to what is required; it will be clarified in the up coming session. For now, I'm recommending the attached version to be used until the clarification takes place.

BACKGROUND:

The legislature did not want the auditor's signature on the ballot because it was believed it gave the auditor an unfair advantage. So they said the county seal would appear instead. They did not read the section that it referred to and mandated that the seal to be used is the seal that was used by the treasurer to certify taxes. It's an impression seal that cannot be used for the ballots.

FINANCIAL IMPACT:

< \$100.00.

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

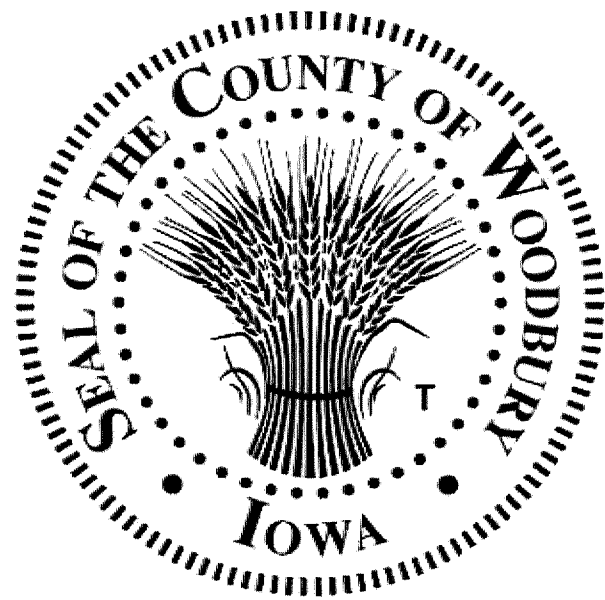
Yes No

RECOMMENDATION:

Approve the attached seal to be used for Woodbury County's ballots.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve a Woodbury County seal to be used on Woodbury County's ballots.





Woodbury County Secondary Roads Department

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

COUNTY ENGINEER

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ASSISTANT TO THE COUNTY ENGINEER

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SECRETARY

Tish Brice

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To: Board Members

From: Mark Nahra, County Engineer

Date: September 26, 2019

RE: Weekly Work Report

Construction Project Report

To be let:

FM-CO97(136)—55-97, D38 HMA resurfacing project between Bronson and the Merville Blacktop. Letting date: December 17, 2019. Late start date: June 2020. The project involves cold in place recycling of existing pavement followed by an overlay of the pavement with new hot mix asphalt pavement. The July 2019 bids came in over 20% above my engineer's estimate. At my recommendation, the Board rejected all bids. We will re-bid the project in December, when we might have more competitive bids.

Under Contract:

L-B(C160)—73-97, County Bridge C160 is on Haskell Avenue between 140th Street and Iowa Hwy 141. Letting date: May 7, 2019. Late start date: September 3, 2019. Contractor: Graves Construction of Spencer, IA. Contract price: \$620,679.27.

This bridge was programmed for replacement in FY 2019. The existing bridge was destroyed in flooding during a June 2016 storm event.

Contracts for the project have been approved by the Board of Supervisors. The contractor is mobilizing on site to start the project.

L-FM(D50)—7X-97, D50 Grading for Paving Project on 250th Street from Hwy 31 to County Route L27. Letting date: September 10, 2019. Late start date: April 13, 2020. Contractor: Mather Construction Co. Total bid price: \$2,031,975.53. The project involves grading 250th Street east of Iowa Highway 31 for approximately 2.25 miles in preparation for paving the road. The project is funded by the \$1.3 million special projects levy.

The project was let to contract on September 10th and awarded to Mather Construction on September 17th. The contract was approved by the board on September 24th. We are awaiting a request from the contractor to have a preconstruction meeting and to determine the actual start date for the project work.

FM-CO97(137)—55-97, K49 HMA resurfacing project between Plymouth County line and county route D12. Letting date: February 19, 2019. Contractor: Knife River. Woodbury County share of contract price: \$286,297.37.

This project is being done in coordination with a Plymouth County project on county route K49 in both counties. The project involves cold in place recycling of the existing pavement followed by an overlay of high performance asphalt surfacing. The high-performance surface provides a thinner overlay on top of the recycled pavement than standard hot mix asphalt. This is Woodbury County's first project using this material.

Cold in place recycling is complete. Surface HMA placement is underway.

L-B(U51)—73-97, 320th Street Bridge replacement. Letting date: October 30, 2018. Late start date: April 15, 2019. Contractor: Graves Construction, Spencer, IA. Contract price: \$475,343.66. Working days: 65. The bridge has been closed since 2014 due to failed substructure piling.

The project is complete and the road is open to traffic.

Work Under Design:

Design work is underway on the following projects for letting in 2019.

1) The Mason Avenue bridge was severely damaged by flooding on the Little Sioux River in July 2018. The bridge has been closed to traffic due to damage caused by the bridge being struck by a large tree. The county engineer's office was notified that FEMA has determined that the damage is eligible for repair/replacement assistance. The county road department has filed required documentation requesting assistance from FEMA with eligible costs and has started work on design of a new bridge at this location. Preliminary design work is underway for a 209' x 24' continuous concrete slab bridge that meets the hydraulic requirements of this crossing. There will still be road grade overflow on both sides of the bridge for extreme flooding, similar to the way the current truss has worked. We will be submitting the design to FEMA shortly to obtain approval for an improved project. We expect that work to be completed in 2020.

2) The county engineer is preparing plans to improve Benton Avenue south of 120th Street. The engineer is planning to construct a proper ditch on the west side of the road. He is working with MidAmerican Energy to move the power pole in the west ditch that is in the way of finishing the work on the road.

Benton Avenue is a dead-end gravel road with several residences on either side of the road. For the second time in 10 years, the road suffered from severe instability during spring thaw. Options for improving the road to assure access are being explored by the Board and county engineer.

3) FEMA was in Woodbury County on August 19th to review damages on the Wolf Creek and Weber Creek Drainage Districts. Damage reports have been reviewed by the county engineer, signed, and submitted to FEMA for consideration of damage award.

4) FEMA was in Woodbury County on September 19 to review county secondary road damaged structures including bridge embankments and stream grade protection weirs. The county is filing reports on labor, equipment and material used to repair roads damaged during spring flooding.