



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(DECEMBER 10, 2019) (WEEK 50 OF 2019)**

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

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

Rocky L. De Witt 253-0421 <a href="mailto:rdewitt@woodburycountyiowa.gov">rdewitt@woodburycountyiowa.gov</a>	Marty J. Pottebaum 251-1799 <a href="mailto:mpottebaum@woodburycountyiowa.gov">mpottebaum@woodburycountyiowa.gov</a>	Keith W. Radig 560-6542 <a href="mailto:kradig@woodburycountyiowa.gov">kradig@woodburycountyiowa.gov</a>	Jeremy J. Taylor 333-1714 <a href="mailto:jtaylor@woodburycountyiowa.gov">jtaylor@woodburycountyiowa.gov</a>	Matthew A. Ung 490-7852 <a href="mailto:matthewung@woodburycountyiowa.gov">matthewung@woodburycountyiowa.gov</a>
--	--	--	--	--

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held December 10, 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 3 through 5 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.**

3. Approval of the minutes of the December 3, 2019 meeting
4. Approval of claims
5. Human Resources – Melissa Thomas  
Approval of Memorandum of Personnel Transactions

**End Consent Agenda**

- |                                |  |             |
|--------------------------------|--|-------------|
|                                | 6. Human Resources – Melissa Thomas  |             |
|                                | a. Approval of chairman’s signature for the Delta Dental 2020 Renewal  | Action      |
|                                | b. Approval of renewal paperwork for Woodbury County’s medical plan  | Action      |
|                                | c. Amendment of Woodbury County’s “Use of Donated Sick Leave Policy”   | Action      |
|                                | d. Approval of the tentative agreement with CWA-Secondary Roads  | Action      |
| <b>4:45 p.m.</b><br>(Set time) | 7. Secondary Roads – Ben Kusler  |             |
|                                | a. Public hearing for consideration of granting an access easement across county property  | Action      |
|                                | b. Approval of resolution to establish load restrictions on county bridges   | Action      |
|                                | c. Receive and consider quotes for the removal of the bridge located on Sidney Ave. between 190 <sup>th</sup> & 200 <sup>th</sup>  | Action      |
|                                | d. Receive and consider quotes for the removal of the bridge located on 210 <sup>th</sup> Street, West of Hancock Ave.   | Action      |
|                                | 8. Board Administration – Dennis Butler  |             |
|                                | Approval of Joint County and City Building Authority Representation with Ahlers & Cooney P.C.  | Action      |
|                                | 9. Board Administration – Dennis Butler/Larry Goldberg – Goldberg Group Architects   |             |
|                                | Discussion and, when necessary, action on the proposed Law Enforcement Center pertaining to matters of scope, capacity, size, locations, cost, funding, appearance, staffing & operation, and other pertinent aspects of the project which may be brought to the board’s attention for review and approval | Action      |
|                                | 10. Reports on Committee Meetings  | Information |
|                                | 11. Citizen Concerns   | Information |
|                                | 12. Board Concerns   | Information |

**ADJOURNMENT**

*Subject to Additions/Deletions*

# CALENDAR OF EVENTS

- WED., DEC. 11**    **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom  
**10:00 a.m.** Policy Review Committee Meeting, First Floor Boardroom  
**12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.  
**2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting  
**4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- THU., DEC. 12**    **5:30 p.m.** SIMPCO Board of Directors, Aggie's, 107 Sergeant Square Dr.  
**6:00 p.m.** Emergency Management Commission Meeting, Lower Level, Security Institute
- WED., DEC. 18**    **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.
- THU., DEC. 19**    **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- THU., DEC. 26**    **11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
- THU., JAN. 2, 2020**    **10:00 a.m.** COAD Meeting, The Security Institute
- MON., JAN. 6,**        **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- TUES., JAN. 7**     **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., JAN. 8**      **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom  
**10:00 a.m.** STARComm Board Meeting, The Security Institute, WIT Campus  
**6:30 p.m.** 911 Service Board Meeting, Public Safety Center, Climbing Hill  
**8:00 p.m.** County's Mayor Association Meeting, Public Safety Center, Climbing Hill
- THU., JAN. 9**      **12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.  
**4:30 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

**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.*

**DECEMBER 3, 2019, FORTY-NINTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, December 3, 2019 at 4:30 p.m. Board members present were Ung, De Witt, Taylor, Pottebaum, and Radig. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget/Tax Analyst, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

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

- 1. There were no Citizen Concerns
- 2. Motion by Radig second by De Witt to approve the agenda for December 3, 2019. Carried 5-0. Copy filed.

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

- 3. To approve minutes of the November 26, 2019 meeting. Copy filed.
- 4. To approve the claims totaling \$356,900.10. Copy filed.
- 5. To approve and authorize the Chairperson to sign a Resolution the abatement of taxes for Yes Communities VIN AC3686,1970 Artcraft and VIN 3250N, 1977 Medallion.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,925  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Yes Communities is the titleholder of a mobile home VIN AC3686 and VIN 3250N located in Woodbury County, Iowa and legally described as follows:

**VIN AC3686, 1970 Artcraft  
VIN 3250N, 1977 Medallion**

**WHEREAS**, the above-stated mobile homes have taxes payable including special assessments and the mobile homes are owned by Yes Communities.

**WHEREAS**, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

**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, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 3rd day of December, 2019.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Carried 5-0.

- 6. Motion by Radig second by Ung to approve and authorize the Chairperson to sign the Construction Evaluation Resolution. Carried 5-0

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,926  
CONSTRUCTION EVALUATION RESOLUTION**



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

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

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

**WHEREAS**, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2020 and January 31, 2021 and submit an adopted recommendation regarding that application to the DNR; and

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

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

**SO RESOLVED** this 3rd day of December, 2019.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 7. Motion by Radig second by Ung to approve and authorize the Chairperson to sign a resolution to fix a date for a public hearing on General Obligation Loan Agreement and issuance of Bonds for County Road Improvements. Carried 5-0.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,927**

Resolution to fix a date for a public hearing on a General Obligation Loan Agreement and issuance of  
Bonds for County Road Improvements

WHEREAS, counties in the State of Iowa are authorized by Sections 331.402, 331.441 and 331.443 of the Code of Iowa to enter into loan agreements and issue general obligation bonds for the purpose of undertaking capital projects for the construction, reconstruction, improvement, repair or equipping of bridges, roads and culverts, if such capital projects assist in economic development which creates jobs and wealth; and

WHEREAS, the Board of Supervisors (the "Board") of Woodbury County, Iowa (the "County") has established the Grow Woodbury County Urban Renewal Area (the "Urban Renewal Area"), based on a finding of the need for economic development in the County and has amended the urban renewal plan for the Urban Renewal Area to designate an urban renewal project consisting of improvements to all County roads, bridges and culverts in order to assist economic development; and

WHEREAS, the Board proposes to enter into a loan agreement (the "Loan Agreement") and issue general obligation bonds (the "Bonds") in a principal amount not to exceed \$10,000,000, pursuant to the provisions of Sections 331.402, 331.441 and 331.443 of the Code of Iowa, for the essential county purpose of financing the reconstruction and improvement of all County roads, bridges and culverts; and

WHEREAS, it is necessary to fix a date of meeting of the Board at which it is proposed to hold a hearing and take action to enter into the Loan Agreement and express intent to issue the Bonds, and to give notice thereof as required by law;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

Section 1. This Board shall meet on the 17<sup>th</sup> day of December, 2019, at the Woodbury County Courthouse, Sioux City, Iowa, at \_\_\_\_\_ .m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement and issue the Bonds.

Section 2. The County Auditor is hereby directed to give notice of the proposed action on the Loan Agreement and the Bonds, setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once and not less than 4 nor more than 20 days before the meeting, in a legal newspaper of general circulation in the County, in substantially the following form:

NOTICE OF PROPOSED HEARING ON LOAN AGREEMENT AND ISSUANCE OF BONDS  
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000

(General Obligation County Road Improvements)

The Board of Supervisors of Woodbury County, Iowa, will meet on the 17<sup>th</sup> day of December, 2019, at the Woodbury County Courthouse, Sioux City, Iowa, at \_\_\_\_\_ .m., for the purpose of holding a hearing and taking action to enter into a loan agreement (the "Loan Agreement") and issue General Obligation Bonds (the "Bonds") in a principal amount not to exceed \$10,000,000 for the essential county purpose of making improvements to County roads, bridges and culverts.

The Loan Agreement is proposed to be entered into and the Bonds are proposed to be issued pursuant to authority contained in Sections 331.402, 331.441 and 331.403 of the Code of Iowa. The Loan Agreement and the Bonds will constitute general obligations of the County.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement and to issue the Bonds. After receiving objections, the County may determine to enter into the Loan Agreement and issue the Bonds, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the Board of Supervisors of Woodbury County, Iowa.

Pat Gill  
County Auditor

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SO RESOLVED** this 3rd day of December, 2019.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8. The Board heard reports on committee meetings.
- 9. There were no citizen concerns.
- 10. Board concerns were heard.

The Board adjourned the regular meeting until December 10, 2019.

Meeting sign in sheet. Copy filed.



**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:** December 10, 2019

For the December 10, 2019 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. County Sheriff Civilian Jailer, Appointment.
2. Veteran Affairs Service Officer, from Grade 5/Step 3 to Grade 5/Step 4.

Thank you

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

Date: 12/04/2019 Weekly Agenda Date: 12/10/2019

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

**WORDING FOR AGENDA ITEM:**

Approval for the Chairman to sign the Delta Dental 2020 Renewal

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The paper work for the renewal of Woodbury County's dental plan is being submitted. The paperwork lays out the direct bill and COBRA rates for 2020.

**BACKGROUND:**

Delta Dental renews annually on January 1.

**FINANCIAL IMPACT:**

The administrative rates have increased slightly (.25) which will cause a change in the direct bill retiree and COBRA rates.

**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:**

Please accept the renewal paperwork and provide the necessary signature.

**ACTION REQUIRED / PROPOSED MOTION:**

Accept the 2020 dental renewal for signature.



**Woodbury County**  
**Group # 33541**  
**Rating Period 1/1/18 through 12/31/20**  
**Financial Exhibit**

**Delta Dental PPO<sup>SM</sup>**

**Experience Period**      Claims Paid 9/1/18 through 8/31/19

Claims Paid 9/1/18 through 8/31/19	\$254,474
Adjustment of Claims to Incurred Basis	\$7,870
Incurred Claims	\$262,344
Trend in Claims	\$14,088
Projected Claims Based on Current Experience	\$276,432
Claims and Enrollment Fluctuation Adjustment	(\$36,017)
<b>Projected Annual Claims Based on Current Enrollment</b>	<b>\$240,416</b>

<u>Fixed Fees</u>	<u>Per Contract</u>	
Operating Costs	\$5.37	\$23,456
Broker Fee	\$0.00	\$0
<b>Subtotal Fixed Fees</b>	<b>\$5.37</b>	<b>\$23,456</b>
<b>Projected Annual Expense</b>		<b>\$263,872</b>

<u>Current Enrollment</u>			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
166	81	36	81
<b>Projected Claim Factors 1/1/20 through 12/31/20</b>			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
\$27.66	\$58.32	\$70.46	\$101.03
 <b>Fixed Fees</b>			
<u>Cost Per Contract</u>			
<u>2018</u>	<u>2019</u>	<u>2020</u>	
\$4.97	\$5.12	\$5.37	
 <b>Suggested Rates 1/1/20 through 12/31/20</b>			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
\$30.36	\$64.01	\$77.33	\$110.89
 <b>Direct Bill Rates 1/1/20 through 12/31/20</b>			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
\$30.84	\$65.02	\$78.28	\$112.81
 <b>COBRA Direct Bill Rates 1/1/20 through 12/31/20</b>			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
\$31.46	\$66.32	\$79.84	\$115.07
<p>The Direct Bill Rates above will be the amount charged unless desired rates are communicated to DDIA at least 45 days prior to the start of this contract period.</p>			

Percent of Premium Contributed by Employer: Single \_\_\_\_\_ % Emp/Spouse \_\_\_\_\_ % Emp/Child(ren) \_\_\_\_\_ % Family \_\_\_\_\_ %

Total Employees Enrolled: \_\_\_\_\_

Total Employees Eligible: \_\_\_\_\_

\_\_\_\_\_  
 Signature of Group Administrator  
 Please sign and return to fax # 888-337-5157 or  
 email to: TeamReNew@deltadentalia.com

\_\_\_\_\_  
 E-Mail Address

\_\_\_\_\_  
 Date

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

Date: 12/04/2019 Weekly Agenda Date: 12/10/2019

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

**WORDING FOR AGENDA ITEM:**

Renewal paperwork for Woodury County's medical plan is being submitted for signature.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The paperworks lays out administrative rates and benefits.

**BACKGROUND:**

Renewal of the medical plan is an annual event (January 1).

**FINANCIAL IMPACT:**

This year adminstrative fees have increased approximately \$55,000 with the majority of that (\$50,000) attributed to the increase in stop loss fees.

**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:**

Please accept the renewal paperwork and provide the necessary signatures.

**ACTION REQUIRED / PROPOSED MOTION:**

Accept the renewal for signature.



© 2019 Wellmark Inc. All rights reserved. Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Blue Cross and Blue Shield of South Dakota, Wellmark Value Health Plan, Inc., and Wellmark Administrators, Inc. are independent licensees of the Blue Cross and Blue Shield Association.

## ACCOUNT INFORMATION AND BINDER AGREEMENT

<u>WOODBURY COUNTY</u>	<u>1/1/2020</u>	<u>00017570</u>	<u>0000XA117</u>
Account Legal Name	Effective Date	Account Key	Group Number

### Physical Address

<u>620 DOUGLAS ST RM 701</u>	<u>WOODBURY COUNTY COURTHOUSE</u>	
Address Line 1	Address Line 2	
<u>SIOUX CITY</u>	<u>IA</u>	<u>51101-1254</u>
City	State	Zip

### Billing Address (if different than physical address)

Alternate Location       3rd Party Billing Service *(If checked, account acknowledges the Wellmark Group Statement or premium invoice, delivered periodically to any third party service provider, can be viewed by account, by registering for electronic billing at Wellmark.com.)*

<u>620 DOUGLAS ST RM 701</u>	<u>WOODBURY COUNTY COURTHOUSE</u>	
Address Line 1	Address Line 2	
<u>SIOUX CITY</u>	<u>IA</u>	<u>51101-1254</u>
City	State	Zip

### Authorized Health Plan Representatives

An authorized health plan representative is an employee of the Account (not the Producer) who is authorized to request and receive the minimum necessary protected health plan information about the group health plan's members in order to perform their day-to-day job functions of administering benefits for participants of the plan. The following individual employees are authorized health plan representatives.

<u>1/1/2020</u>			
Effective Date			
Name	Title	Email	Phone
<u>Lisa Anderson</u>	<u>HR Secretary</u>	<u>LISAANDERSON@wo odburycountyio w.a.gov</u>	<u>712-279-6480</u>



## Authorized Health Plan Representatives (continued)

Name	Title	Email	Phone
Melissa Thomas	HR Director	melissathomas@w oodburycountyio wa.gov	712-234-2901
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## Producer Designation

### No Producer Designated

Account requests that Wellmark recognize the following individual and firm as the designated employee benefits and insurance producer.

Designation of Producer Effective Date \_\_\_\_\_

Primary Producer Name \_\_\_\_\_

Producer Firm Name \_\_\_\_\_

Producer Number \_\_\_\_\_

Producer Firm Address 1 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Primary Contact Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

## Authorization to Release Group Health Plan Information and Protected Health Information to Consultant

By signing below, the Employer hereby authorizes and directs Wellmark, Inc. to disclose to the above, designated Consultant certain group health plan information and Protected Health Information regarding participants in the employer-sponsored group health plan for the purpose of the Consultant's administration of the Employer's group health plan. The Employer authorizes Wellmark to disclose such information via secure online access through Wellmark's website, including the following website applications which contain information the Employer considers necessary to provide to the Consultant in order to conduct operations of the Employer's group health plan:

- Member Maintenance/Update Member Information
- Employer Reports
- Update Other Insurance Information/Coordination of Benefits
- Check Claims Status
- eBilling Services
- Eligibility Verification Benefits Information (EVBI)

Yes, I authorize my Consultant to access this information.

*By signing below, the Employer authorizes Wellmark to provide the Consultant access to this information on an ongoing basis without further authorization. The Employer represents and agrees that 1) The Consultant is considered a Business Associate of the Employer, not Wellmark, Inc., 2) The information to be disclosed is considered confidential, 3) The Consultant has provided satisfactory assurance to the Employer that the Consultant will properly safeguard and not further disclose the information, 4) Wellmark shall not be liable or responsible for any misuse or wrongful disclosure of such information by the Employer or its Consultant, 5) The Employer agrees to indemnify and hold Wellmark harmless from and against any claim, cause of action, liability, damage, cost or expense, including attorney's fees and court or proceeding costs, arising out of, or in connection with, any misuse or wrongful disclosure of the information by the Employer, or its Consultant. The Employer acknowledges that the Consultant will be required to agree to Wellmark's website terms and conditions upon registering for access to such information.*

## Producer Designation (continued)

No, I do not authorize my Consultant to access this information.

### Secondary Consultant

There is no secondary consultant on file. You may add one below.

Secondary Consultant Name	Email Address	Phone
_____	_____	_____

## Authorization to Release Protected Health Information for Third-Party Explanation of Benefits

Not Applicable

## General Account Information

<u>Kayrin Vincent</u>	<u>00000011</u>	
Wellmark Account Manager	Rep ID#	
<u>August</u>	<u>July</u>	<u>WCX</u>
Contact Month	Plan Year Month	Unique Alpha Prefix
Wellmark IS the Exclusive Carrier		
<u>Blues Enroll</u>		
Enrollment Method		

### Open Enrollment Period\*

*\*Enrollment Period is the period in which employees can enroll within a plan or plans, and/or when written application materials are provided to employees, if sooner.*

The account will hold an open enrollment:  YES  NO

If YES, fill in open enrollment period dates:

<u>11-01-20</u>	<u>11-30-20</u>
Starting date	Ending date

### Funding Arrangement

This self-funded account will be developing our own SBCs to distribute. (If you modify or opt out of using the standard, Wellmark-provided SBCs, please be aware that Wellmark will not be able to retain or distribute your customized SBCs to your employees.)

<u>Self Funded</u>	<u>Wellmark</u>	<u>24/12</u>
Funding Arrangement	Stop Loss Carrier	Stop Loss Terms/Lines of Business

Terminal Rider applies:  YES  NO (If yes, Signed exhibit page attached.)

## General Account Information (continued)

Value Based Program elected :  YES  NO

### Product

Health  Pharmacy  Dental

## Guarantees

Not Applicable

## Health Care Management Services

Self Funded

See Attached Rate Exhibit

## Representation of Grandfathered Status under the Affordable Care Act

Grandfathered status may be maintained if changes to benefits and/or employer contributions do not significantly increase member's cost share. Grandfathered status may be maintained if the employer contribution does not decrease more than 5 percentage points for any contract type (i.e. Single/Family) within a plan (per OBS#), as compared to 3/23/2010 contribution level. Decreasing the employer contribution to a "grandfathered" group plan by more than 5% below the contribution rate on 3/23/2010 will result in a loss of grandfathered status. This applies for any contract type within any benefit plan. Account agrees to provide Wellmark at least 60 days advance, written notice of any change in the employer contribution that exceeds 5%. Account represents to Wellmark that the information contained in the below chart, which will be used in determining grandfathered status, is accurate for each of the plans listed. If the account Partial Self Funds, the group also attests that the grandfathered status is accurate for each of the plans listed in regard to both benefits and contribution levels.

Yes  No

Grandfathered Benefit Plan(s)	OBS #: Health Rx	Single Contract Contribution Level (or One person, if applicable)		Family Contract Contribution Level (or One person, if applicable)		Emp/Spouse Contract Contribution Level (or One person, if applicable)		Emp/Child(ren) Contract Contribution Level (or One person, if applicable)	
		Renewal or plan year:	3/23/2010	Renewal or plan year:	3/23/10	Renewal or plan year:	3/23/10	Renewal or plan year:	3/23/10

## COBRA

Standard COBRA Administration - see attached Addendum

This Large Group Account Information and Binder Agreement ("Binder Agreement") serves solely as evidence of Wellmark's agreement to provide the health insurance coverage or administrative services and to provide services for any applicable stop loss insurance coverage indicated above. The Account agrees to the terms and payment obligations stated herein and agrees to pay Wellmark the applicable rates, administrative fees, and/or stop loss premium stated in the attached documentation. Execution of the Binder Agreement by the Account authorizes Wellmark to implement the administration of this coverage including the processing and settlement of claims for members of the Account's group health plan incurred within the Rating Period stated in the attached Rating Exhibit. On or about the effective date of coverage, Wellmark shall issue and execute a definitive agreement which may be a Group Insurance Policy, Administrative Services Agreement and or Stop Loss Policy, depending on the nature of the group health plan. The definitive Agreement will set forth the rights and responsibilities of Wellmark and the Account. Account's payment to Wellmark of the applicable fees as of the effective date is evidence of Account's agreement to the terms specified in the definitive agreement.

Signatures on this Binder Agreement confirm that the Binder Agreement and the subsequent definitive agreement are issued for delivery in either Iowa or South Dakota, as applicable. Account understands and agrees that Wellmark defines a National Account as any company headquartered in Wellmark's service area of Iowa or South Dakota but which also has employees working at locations in other states whose claims are processed through the Blue Cross and Blue Shield Association's Blue Card program. If the Account is not headquartered in Wellmark's service area, coverage may be limited to employees associated with Account locations in Wellmark's service, and coverage will be void for any persons associated with Account locations outside Wellmark's Service Area unless express consent is obtained from the local Blue Cross or Blue Shield licensee.

Account acknowledges and agrees that it has reviewed and approved this Binder Agreement and all attachments. Account acknowledges Wellmark will rely on the information contained in this Binder Agreement, and all of the attachments hereto, including but not limited to the SBC Employer Data Form, Medicare Secondary Payer Addendum, Rate Exhibits, Health and Care Management rates, Online Benefit Summary (OBS), COBRA Agreements, representations of grandfathered status and any performance guarantee information. Account represents to Wellmark that the information contained herein is correct.

This Binder Agreement shall expire upon Wellmark's issuance and execution of the definitive agreement (either the Group Insurance Policy, or Administrative Services Agreement and Stop Loss Policy, if applicable), EXCEPT that any COBRA Agreements, Health and Care Management Programs/Services Rating Exhibit, will remain in effect and become a part of the definitive agreement. It is understood that the Wellmark may continue to rely on the designations of individuals and authorizations made herein until the Account withdraws such designations or authorizations or provides updated designations and authorizations. It is understood and agreed that the terms and conditions of the definitive agreement and benefits document(s) issued by Wellmark to the Account, and the terms and conditions of the definitive stop loss policy issued by stop loss carrier, if any, shall govern and control the terms stated in this Binder. Any inconsistency between this Binder Agreement, including attachments, and any subsequently issued definitive agreement(s) shall be construed in favor of the subsequently issued definitive agreement. This Binder Agreement shall be governed in accordance with Iowa Law.

ACCOUNT:



By (sign here)

Printed Name

Keith Radig

Chairman, Board of Supervisor

12/10/19

Title

Date

For Internal Use Only

XA Account

Renewal-No Benefit Change

Notes





Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

## Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2020 to 12/31/2020

Current Benefit Offerings	Current Enrollment	Stop Loss Terms
OBS #189438-79 / 189438-81	72 Single	36/12 Contract
Alliance Select	261 Family	
Deductible: \$250 / \$500		
Coinsurance: 10% / 20%		Actual Weekly Claims
OPM: \$750/\$1,250	333 Total	
Office Visit Copay: \$20		
BlueRx Complete		
Deductible: \$250/\$500		
Copay: \$6/\$25/\$50		
Coinsurance: 20%/20%/20%		

	Level	Fee/Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	\$100,000	\$72.71	\$290,549
Aggregate Stop Loss	125%	\$4.86	\$19,421
Administrative Fees - Health	w/weekly settlement	\$40.28	\$160,959
Administrative Fees - PBM		\$1.10	\$4,396
Consultant Fee		\$0.00	\$0
Total Administrative Fees		\$118.95	\$475,324
Network Access Fee		\$9.64	\$38,521

	<u>Single</u>	<u>Family</u>	<u>Annual Projection</u>
Expected Claims	\$680.09	\$1,700.23	\$5,912,718
Admin, NAF & Stop Loss Fees	<u>\$59.52</u>	<u>\$148.80</u>	<u>\$517,467</u>
Estimated Suggested Rates*	\$739.61	\$1,849.03	\$6,430,185
Attachment Points	\$850.11	\$2,125.28	\$7,390,872
Admin, NAF & Stop Loss Fees	<u>\$59.52</u>	<u>\$148.80</u>	<u>\$517,467</u>
Estimated Max Liability to Fund*	\$909.63	\$2,274.08	\$7,908,339

\*Actual results may vary. Also, rates provided include administrative costs based on the entire group population.  
 Individual Stop Loss includes coverage for Health and Drug and is based on a lifetime maximum of unlimited.  
 Aggregate Stop Loss includes coverage for Health and Drug. The maximum Aggregate reimbursement is unlimited.

Employer Signature:	Date: _____
---------------------	-------------

Comments:



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

## Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2020 to 12/31/2020

*Consultant fee, if applicable, is an amount determined by the consultant and employer, and included here for the convenience of the employer to understand the total cost of services from Wellmark and the consultant. The consultant fee will be invoiced by Wellmark pursuant to agreement between Wellmark, Employer and Consultant.*

*Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.*

*Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.*

*The subrogation recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. For subrogation cases initiated prior to July 1, 2016, the subrogation recovery vendor's service fee is 12 ¾% of the recovered amount. For subrogation cases initiated on or after July 1, 2016, the subrogation recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark's agreement with the subrogation recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any subrogation recovery amount obtained by the vendor on behalf of the Account during that time period will be provided to Account without application of the vendor service fee.*



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

## Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2020 to 12/31/2020

Current Benefit Offerings	Current Enrollment	Stop Loss Terms
OBS #189438-80 / 189438-82	12 Single	36/12 Contract
Blue Access	26 Family	
Deductible: \$250 / \$500		
Coinsurance: 10%	38 Total	Actual Weekly Claims
OPM: \$750/\$1,250		
Office Visit Copay: \$20		
BlueRx Value Plus		
Deductible: \$250/\$500		
Copay: \$6/\$25/\$50		
Coinsurance: 20%/20%/20%		

	Level	Fee/Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	\$100,000	\$72.71	\$33,156
Aggregate Stop Loss	125%	\$4.86	\$2,216
Administrative Fees - Health	w/weekly settlement	\$40.28	\$18,368
Administrative Fees - PBM		\$1.10	\$502
Consultant Fee		\$0.00	\$0
Total Administrative Fees		\$118.95	\$54,241
Network Access Fee		\$9.64	\$4,396

	<u>Single</u>	<u>Family</u>	<u>Annual Projection</u>
Expected Claims	\$603.90	\$1,509.75	\$558,003
Admin, NAF & Stop Loss Fees	<u>\$59.52</u>	<u>\$148.80</u>	<u>\$54,997</u>
Estimated Suggested Rates*	\$663.42	\$1,658.55	\$613,000
Attachment Points	\$754.87	\$1,887.18	\$697,501
Admin, NAF & Stop Loss Fees	<u>\$59.52</u>	<u>\$148.80</u>	<u>\$54,997</u>
Estimated Max Liability to Fund*	\$814.39	\$2,035.98	\$752,498

\*Actual results may vary. Also, rates provided include administrative costs based on the entire group population.  
 Individual Stop Loss includes coverage for Health and Drug and is based on a lifetime maximum of unlimited.  
 Aggregate Stop Loss includes coverage for Health and Drug. The maximum Aggregate reimbursement is unlimited.

Employer Signature:	Date: _____
---------------------	-------------

Comments:





Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

## Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2020 to 12/31/2020

*Consultant fee, if applicable, is an amount determined by the consultant and employer, and included here for the convenience of the employer to understand the total cost of services from Wellmark and the consultant. The consultant fee will be invoiced by Wellmark pursuant to agreement between Wellmark, Employer and Consultant.*

*Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.*

*Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.*

*The subrogation recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. For subrogation cases initiated prior to July 1, 2016, the subrogation recovery vendor's service fee is 12 ¾% of the recovered amount. For subrogation cases initiated on or after July 1, 2016, the subrogation recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark's agreement with the subrogation recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any subrogation recovery amount obtained by the vendor on behalf of the Account during that time period will be provided to Account without application of the vendor service fee.*





Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

### Drug Rebates (if Applicable)

Wellmark Blue Cross and Blue Shield receives rebate payments from its pharmacy benefits manager for certain prescription drug claims of your plan members. The entire rebate amount received by Wellmark that is attributable to your health or prescription drug benefit plan will be paid to your group. Payments of drug rebates will be set forth in more detail in your administrative services agreement.

### Explanation of Contribution Requirement

Wellmark Blue Cross and Blue Shield requires each employer to contribute 100% of the single rate or 50% of the total premium toward their employees' health care costs.

### Explanation of Enrollment Fluctuation Guidelines

Wellmark Blue Cross and Blue Shield reserves the right to re-evaluate rates if enrollment fluctuates more than 10% from the enrollment assumptions. For information on change of monthly administrative fees or other fees and stop loss premiums notification, please see your administrative services agreement or stop loss policy.

### Explanation of Updated Information Guidelines

All quotations are subject to change based on updated claims experience, health conditions, or rate information received prior to the effective date.

### Explanation of Medical Claims Projection

Wellmark Blue Cross and Blue Shield uses an experience rated methodology in determining the rates for your group. The rates are based primarily on prior claims experience of your group, or, if your group's relevant experience is not available, prior experience of groups of similar demographics. This experience will assist in indicating the providers your group's covered members are likely to use and the amount of claims expected to be incurred. This information is adjusted to reflect changes expected to occur for your group's contract period. The rates for your group reflect the provider contracts in place or anticipated to be in place for the new contract period.

Your group's financial agreement allows for payment of your group's claims on a monthly basis up to maximums set forth in your financial agreement. The actual amount your group will be charged for claims and the amount of savings your group will receive will be calculated on a claim-by-claim basis during the contract period. Your charges and savings will be based on the payment arrangements Wellmark has in effect with the provider at the time a covered member receives services. Payment arrangements may change, therefore, claims payment and savings amount are subject to change during the contract period. For further information on how provider savings are calculated, please see your administrative services agreement or stop loss policy.

### Explanation of Participation Requirements

Wellmark Blue Cross and Blue Shield recommends at least 75% participation of the *eligible* employees without other creditable coverage enroll in a Wellmark Blue Cross and Blue Shield health and/or dental plan. Upon renewal, Wellmark Blue Cross and Blue Shield will require at least 75% participation of the *eligible* employees without other creditable coverage to be enrolled in a Wellmark Blue Cross and Blue Shield health and/or dental plan.

### Important MHPAEA and ACA Disclaimer

*Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.*



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

### Important MHPAEA and ACA Disclaimer (cont.)

*Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.*



**189438-75**  
**Alliance Select 201009**  
**4I2**

**189438-79**  
**Alliance Select 201009**

**189438-76**  
**Prescription Drug Program - Custom 201112**  
**00S**

**189438-81**  
**Prescription Drug Program - Custom 201112**

**189438-77**  
**Blue Access 201009**  
**B4F**

**189438-80**  
**Blue Access 201009**

**189438-78**  
**Prescription Drug Program - Custom 201112**  
**F84**

**189438-82**  
**Prescription Drug Program - Custom 201112**



Wellmark Blue Cross Blue Shield of Iowa  
Wellmark Health Plan of Iowa, Inc.

Independent Licensees of the Blue Cross and  
Blue Shield Association

### COBRA ADDENDUM - IOWA COBRA Administrative Services Agreement (For use with account size 100+)

The Account understands and agrees that in exchange for the following administrative fee and COBRA processing fees, Wellmark shall provide certain administrative services with respect to COBRA continued health coverage requirements for Wellmark – issued or administered products as described in this COBRA Administrative Services Agreement. Completion of this form and the signed Binder, and any subsequently issued definitive agreement executed by Wellmark comprise the complete contract for Wellmark’s COBRA administration services for Account.

ACCOUNT LEGAL NAME: Woodbury County TELEPHONE NUMBER: (712) 279-6480  
 ACCOUNT COBRA CONTACT PERSON: Melissa Thomas EMAIL ADDRESS: melissathomas@woodburycou  
 AGREEMENT BEGIN DATE: 01 / 01 / 2020 END DATE: 12 / 31 / 2020

Administration and Billing: \$100 per COBRA participant at initial enrollment and each renewal thereafter (Minimum \$250).

A. Premiums: Please insert below the rates equal to 102% (and 150%, if necessary) of the base rate.

COBRA Group/Section #	Plan Option	Single	Employee/ Spouse	Employee/ Child(ren)	2-Person	Family
102%						
102%						
102%						
150%						
150%						
150%						

COBRA Group/Section #	Plan Option	Single	Employee/ Spouse	Employee/ Child(ren)	2-Person	Family
102%						
102%						
102%						
150%						
150%						
150%						

Yes  No Are any of the above plans packaged together so that participants may not choose them separately? If yes, please explain: \_\_\_\_\_

Self-funded Accounts, please answer the below question.

Yes  No COBRA premiums billed to certain qualified beneficiaries, determined to be disabled by the Social Security Administration and meeting the requirements for an 11-month COBRA eligibility extension, should include an additional 50% COBRA processing fee (include 150% premiums in the table(s) above).

B. The Account shall provide the following duties associated with COBRA continuation coverage:

1. Provide current and new employees and their spouses with initial notice of the right to continuation of coverage as required by COBRA. Wellmark shall provide the Account with an initial notice which may be used for distribution to current and new employees.
2. Provide COBRA qualified beneficiaries a form for election of continuation coverage at the time of all COBRA qualifying events. Wellmark shall provide the Account with an election form to be used for



distribution to qualified beneficiaries. The Account shall complete the relevant portions of the election form before mailing the form to qualified beneficiaries.

3. Inform COBRA qualified beneficiaries of any changes in Account's benefit plan by issuing appropriate benefit plan documents or amendments.
4. Upon the filing of bankruptcy under Chapter 11, the Account will send notification to insured retirees and their covered spouse/dependents advising of the right to continuation coverage (if any) under appropriate COBRA regulation.

The parties agree that the Account remains Plan Administrator and Plan Fiduciary.

C. Wellmark shall provide Account with the following administrative services to assist Account in complying with the requirements of COBRA:

1. Wellmark shall directly bill, or withdraw from a designated checking or savings account, the monthly premium from any COBRA qualified beneficiary who elects continuation coverage.
2. If a second qualifying event occurs while a COBRA qualified beneficiary has elected continuation coverage (for example, terminated employee on continuation coverage dies, not all-inclusive), and Account or a COBRA qualified beneficiary notifies Wellmark of such an event, Wellmark will send notification and election forms to the qualified beneficiaries. Wellmark recognizes Medicare entitlement as a second qualifying event.
3. During the 180-day period prior to the termination of the COBRA qualified beneficiaries' continuation coverage period, Wellmark will notify COBRA qualified beneficiaries of their right to purchase alternative coverage, if available, when COBRA continuation coverage ends.
4. Notify COBRA qualified beneficiaries of termination of their coverage at the end of their duration, or earlier upon their failure to pay premiums or upon Wellmark being properly notified that another event allowing early termination of coverage has occurred.
5. Notify COBRA qualified beneficiaries of any rate changes.
6. Wellmark shall provide customer service weekdays between 8:00 a.m. and 4:00 p.m., not including holidays. This service shall include answering questions, about continuation and the requirements of the COBRA law.

Notwithstanding the foregoing, Wellmark shall not provide any administrative services with respect to the application of Alternative Continuation (COBRA like) coverage provided pursuant to Iowa Code Section 509A.13, or any successor provision (i.e., continuation of coverage for early retirees until age 65). The Account shall be fully responsible for the application of, administration of and compliance with Alternative Continuation coverage with respect to any coverage provided pursuant to Iowa Code Section 509A.13, or any successor provision.

If a qualified beneficiary is determined under Title II or XVI of the Social Security Act (42 U.S.C. §§ 401-433 or 1381-1385) to have been disabled prior to or within the first 60 days of COBRA continuation coverage, such qualified beneficiary may qualify for an extension that expands the otherwise applicable 18-month COBRA period to 29 months from the termination or reduction in hours of employment. To qualify for the extension, the qualified beneficiary must provide notice to the Account or to Wellmark of the disability determination before the end of the original 18-month maximum COBRA coverage period that applies to the qualifying event and must not be determined to be no longer disabled at any time between the date of disability determination and the first day of COBRA continuation coverage.

D. Open/Annual Enrollment

If Account provides an open/annual enrollment period at renewal for employees to reselect benefits and/or add eligible dependents, COBRA qualified beneficiaries must also be offered the same option(s). **Please answer the following questions:**

Do you offer annual/open enrollment **at renewal**?

Yes  No

If "no" is indicated, Wellmark will notify COBRA qualified beneficiaries of any rate changes.

If "yes" is indicated, would you like Wellmark to notify your COBRA qualified beneficiaries of these option(s)?

Yes  No

If "yes" is indicated, Wellmark **must receive** complete renewal paperwork by the 10<sup>th</sup> of the month prior to the Account's renewal month.

If "no" is indicated or if complete renewal paperwork is received by Wellmark after the 10<sup>th</sup> of the month prior to the Account's renewal month, the Account will be required to notify COBRA qualified beneficiaries of the open/annual enrollment offering(s). Please note that COBRA qualified beneficiaries must receive such

offering prior to the effective date of the premium rate increase or coverage change. Upon request, Wellmark will provide information to Account regarding current COBRA qualified beneficiaries.

If Account offers open/annual enrollment at a time other than renewal, it is the Account's responsibility to provide such offering to current COBRA qualified beneficiaries.

E. Relationship of Parties

This Agreement between Wellmark and Account does not create any legal relationship between Wellmark and Account's employees. This is an independent service agreement with Wellmark acting in the capacity of an independent contractor. There is no partnership or employer/employee relationship between Wellmark and Account. Wellmark does not, pursuant to this Agreement, assume any responsibility for the acts, omissions or breaches of duty of Account except for such duties as are herein expressly assumed by Wellmark. Wellmark shall not be deemed a fiduciary under any employee welfare benefit plan of employer. Wellmark is not providing Account with legal advice or guidance regarding its responsibilities or compliance obligations under COBRA.

F. Indemnification

Account agrees to indemnify Wellmark and to hold Wellmark fully protected and harmless for all damages and causes of action of whatsoever kind, including attorney's fees, cost of defense and penalties of all variety occasioned by Wellmark's undertaking of this COBRA Administrative Services Agreement, except for any damages directly and exclusively related to any acts, errors, or omissions, by Wellmark in performance of the administrative services described in Section C of this Agreement.







Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

## MEDICARE COMPLIANCE

The purpose of this communication is to notify employers of the mandatory reporting requirements of the Medicare, Medicaid, and SCHIP Extension Act of 2007 which were passed into law in July 2008. Your cooperation in providing the necessary employer data and data for each employee and dependent is needed in order to comply with the requirements.

The Section 111 mandates of the law help payers identify when the Centers for Medicare and Medicaid Services (CMS) should pay secondary to employer group health coverage. The goal includes reducing the amount CMS may pay as primary when they should have paid as secondary.

Under the requirements, all health plan, liability, no fault and workers compensation coverages must register with CMS as a Responsible Reporting Entity (RRE) and must report to CMS employer and member information. In order to fulfill the mandated requirements and report accurately to CMS, Wellmark, as a RRE, must gather and groups must provide the following information:

- Employer Tax Identification Number (ETIN)
- Evidence of status as a Commonly Owned/Controlled Group of Organizations, Multi/Multiple Employer Group health plan (such as an Association or Trust), Hour Bank or Union health plan
- Total number of group employees/group size
- Social Security Numbers (SSNs) or Health Insurance Claim Numbers (HICNs) of active employees, spouses, domestic partners
- SSNs or HICNs for those dependents with end stage renal disease (ESRD) or disabled
- Status of all employees and effective date of that status (i.e. active, COBRA, retired)
- Disability information begin or end dates, if known

Please take a moment to complete the Confirmation of Medicare Secondary Payer (MSP) Addendum form. This will allow us to capture your employer data for reporting to CMS. Member data is gathered through the use of the group's existing enrollment and eligibility data collection channels, which may include paper applications or electronic data exchanges and should be provided through those processes.

Failure to provide the group information requested on the attached Confirmation of MSP Addendum can result in penalties being assessed to the group including, but not limited to, \$1,000 per day per member for not accurately reporting to CMS and/or an excise tax equivalent to 25 percent of the employer's group health plan expenses for the relevant year.



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

FOR ADMINISTRATIVE USE ONLY
New Group: Group # \_\_\_\_\_
Coverage Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

CONFIRMATION OF MSP ADDENDUM

ALL NEW AND RENEWAL GROUPS ARE REQUIRED TO SUBMIT A COMPLETED FORM. FAILURE TO SUBMIT A COMPLETED FORM WILL DELAY THE INITIAL ENROLLMENT OR RENEWAL PROCESS UNTIL THIS FORM IS SUBMITTED.

Part A - Employer Information

Please complete a separate confirmation form for each Employer Tax Identification Number you use to report employee earnings to the Internal Revenue Service (IRS). See the Medicare Secondary Payer Definitions page (M-1756) for more information on terms shown in italics.

Employer Tax Identification Number: [4][2][6][0][0][5][2][2][1]
Group Number (Renewing Groups Only): XA117-0001,0003,0004,0005,0006,0007,0009,0010,0011,0013,0014,0015,0016,
Employer Name: Woodbury County 0017,0018,0019,0020,0021,0022,0023,0024,0025,0026,0027,0028,0030,0031,0032,
Employer Address: 620 Douglas 0033,0034,0035,0036,0050,0051,0060,0061,0062,0063,1064,1065,1066,1069,1070
City: SiouxCity State: IA Zip: 51101
Contact Person: Melissa Thomas 1071,1072,7000,7001,DBR1, DBR2
Telephone Number: 712-279-6480 E-mail Address (optional): melissathomas@woodburycountyio

- 1. Did your organization make contributions on behalf of any employee who was covered under a collectively bargained Health and Welfare Fund (i.e., union plan) during the previous calendar year?
2. Did you have 20 or more employees for 20 or more calendar weeks (this includes all full-time, part-time, intermittent, leased and/or seasonal employees, not just those eligible or enrolled employees) during the previous or current calendar year?
3. Did you have 100 or more employees during 50 percent of your business days (this includes all full-time, part-time, intermittent, leased and/or seasonal employees, not just those eligible or enrolled employees) during the previous calendar year?
4. Did your organization participate in a multi or multiple employer group health plan (more than one employer in group, i.e., Multiple Employer Welfare Association) during the previous calendar year?
5. Was your organization part of a commonly owned or commonly controlled group of organizations during the previous calendar year?

Part B - Employer Certification

I certify that the information provided is accurate and truthful. All information will be used to identify the Medicare Secondary Payer status of Medicare-enrolled employees.

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Table with 4 columns: IA & SD Large Groups (new or renewal), IA & SD Small Groups (new or renewing with benefit changes), IA Small Groups renewing with no benefit change - send this form to: Wellmark, Inc., SD Small Groups renewing with no benefit change. Send this completed MSP form to: Wellmark, Inc. PO Box 5023 - Station 338 Sioux Falls, SD 57117-5023

# Required Federal Accessibility and Nondiscrimination Notice



## Discrimination is against the law

Wellmark complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. Wellmark does not exclude people or treat them differently because of their race, color, national origin, age, disability or sex.

## Wellmark provides:

- Free aids and services to people with disabilities so they may communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call 800-524-9242.

If you believe that Wellmark has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Wellmark Civil Rights Coordinator, 1331 Grand Avenue, Station 5W189, Des Moines, IA 50309-2901, 515-376-4500, TTY 888-781-4262, Fax 515-376-9073, Email [CRC@Wellmark.com](mailto:CRC@Wellmark.com). You can file a grievance in person, by mail, fax or email. If you need help filing a grievance, the Wellmark Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone or fax at: U.S. Department of Health and Human Services, 200 Independence Avenue S.W., Room 509F, HHH Building, Washington DC 20201, 800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATENCIÓN: Si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Comuníquese al 800-524-9242 o al (TTY: 888-781-4262).

注意：如果您说普通话，我们可免费为您提供语言协助服务。请拨打 800-524-9242 或（听障专线：888-781-4262）。

CHÚ Ý: Nếu quý vị nói tiếng Việt, các dịch vụ hỗ trợ ngôn ngữ miễn phí có sẵn cho quý vị. Xin hãy liên hệ 800-524-9242 hoặc (TTY: 888-781-4262).

NAPOMENA: Ako govorite hrvatski, dostupna Vam je besplatna podrška na Vašem jeziku. Kontaktirajte 800-524-9242 ili (tekstualni telefon za osobe oštećena sluha: 888-781-4262).

ACHTUNG: Wenn Sie deutsch sprechen, stehen Ihnen kostenlose sprachliche Assistenzdienste zur Verfügung. Rufnummer: 800-524-9242 oder (TTY: 888-781-4262).

تنبيه: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية، المجانية. اتصل بالرقم 800-524-9242 أو (خدمة الهاتف النصي: 888-781-4262).

ສິ່ງຄວນເອົາໃຈໃສ່, ພາສາລາວ ຖ້າທ່ານເວົ້າ: ພວກເຮົາມີບໍລິການຄວາມຊ່ວຍເຫຼືອດ້ານພາສາສໍາຫຼັບທ່ານໂດຍບໍ່ເສຍຄ່າ ຫຼື 800-524-9242 ຕິດຕໍ່ທີ. (TTY: 888-781-4262).

주의: 한국어를 사용하시는 경우, 무료 언어 지원 서비스를 이용하실 수 있습니다. 800-524-9242번 또는 (TTY: 888-781-4262)번으로 연락해 주십시오.

ध्यान रखें : अगर आपकी भाषा हिन्दी है, तो आपके लिए भाषा सहायता सेवाएँ, नि:शुल्क उपलब्ध हैं। 800-524-9242 पर संपर्क करें या (TTY: 888-781-4262)

ATTENTION : si vous parlez français, des services d'assistance dans votre langue sont à votre disposition gratuitement. Appelez le 800 524 9242 (ou la ligne ATS au 888 781 4262).

Geb Acht: Wann du Deutsch schwetze duscht, kannscht du Hilf in dei eegni Schprooch koschdefrei griege. Ruf 800-524-9242 odder (TTY: 888-781-4262) uff.

โปรดทราบ: หากคุณพูด ไทย เรามีบริการช่วยเหลือด้านภาษาสำหรับคุณโดยไม่มีคิดค่าใช้จ่าย ติดต่อ 800-524-9242 หรือ (TTY: 888-781-4262)

PAG-UKULAN NG PANSIN: Kung Tagalog ang wikang ginagamit mo, may makukuha kang mga serbisyon tulong sa wika na walang bayad. Makipag-ugnayan sa 800-524-9242 o (TTY: 888-781-4262).

တောင်းဆိုပါ - မြန်မာဘာသာဖြင့် ကျွန်ုပ်တို့၏ အထောက်အကူအညီများကို လိုအပ်ပါက အခမဲ့ အထောက်အကူအညီများကို ရရှိနိုင်ပါသည်။ (TTY: 888-781-4262) နှင့် ဆက်သွယ်ပါ။

ВНИМАНИЕ! Если ваш родной язык русский, вам могут быть предоставлены бесплатные переводческие услуги. Обращайтесь 800-524-9242 (телетайп: 888-781-4262).

सावधान: यदि तपाईं नेपाली बोल्नुहुन्छ भने, तपाईंका लागि नि:शुल्क रूपमा भाषा सहायता सेवाहरू उपलब्ध गराइन्छ। 800-524-9242 वा (TTY: 888-781-4262) मा सम्पर्क गर्नुहोस्।

ማሳሰቢያ: አማርኛ የሚናገሩ ስዊድን የቋንቋ አገዛ አገልግሎቶች: ከክፍያ ነፃ: 800-524-9242 ወይም (በTTY: 888-781-4262) ዲው-ለው-317747::

HEETINA To a wolwa Fulfulde laabi walliinde dow wolde, naa e njobdi, ene ngoodi ngam maada. Hebir 800-524-9242 malla (TTY: 888-781-4262).

FUJULEFFANAA: Yo isin Oromiffaa, kan dubbattan taatan, tajaajiloonni gargaarsa afaanii, kaffaltii malee, isiniif ni jiru. 800-524-9242 yookin (TTY: 888-781-4262) quunnaamaa.

УВАГА! Якщо ви розмовляєте українською мовою, для вас доступні безкоштовні послуги мовної підтримки. Зателефонуйте за номером 800-524-9242 або (телетайп: 888-781-4262).

Ge': Diné k'ehjí yáníłti'go níká bizaad bee áká' adoowot, t'áá jiik'é, náhóló. Kojł' hólne' 800-524-9242 doodaii' (TTY: 888-781-4262)

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

Date: 12/04/2019 Weekly Agenda Date: 12/10/2019

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

**WORDING FOR AGENDA ITEM:**

Amendment of Woodbury County's "Use of Donated Sick Leave Policy" .

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

We are amending our "Use of Donated Sick Leave" policy to pertain to the newly added short term disability insurance.

**BACKGROUND:**

Short term disability is a new benefit, which when approved for, will pay an employee 66 2/3 of their salary. We are revising the policy by adding "Donated sick leave hours may not be used to supplement income when receiving short term disability".

**FINANCIAL IMPACT:**

0

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

Yes  No

**RECOMMENDATION:**

Approve the policy change

**ACTION REQUIRED / PROPOSED MOTION:**

Approve the motion to revise the Woodbury County's Use of Donated Sick Leave policy.



## 4.8 USE OF DONATED SICK LEAVE

The maximum amount of donated sick leave hours an employee may receive is 240 hours within any 12-month period.

Sick leave hours must be donated in whole hour increments. The entire recipient's accrued sick leave and personal leave hours must be used before donations will be credited to the recipient. Hours will be credited so as not to exceed the employee's regularly scheduled work hours. Recipients will not accrue vacation or sick leave on donated leave hours unless doing so is allowed within a negotiated bargaining agreement.

**Donated sick leave hours may not be used to supplement income when receiving short term disability.**

Unused donated sick leave to a recipient will be returned to the employee who made the donation at a ratio compared to what was donated by the employee(s) if the donating employee has not reached the 640-hour maximum sick leave accrual. Any donated hours reimbursed will not be counted towards sick leave conversion to vacation time.

If an employee does not need to use all donated leave, the remainder will be cancelled from the recipient's sick leave hours. Donated sick leave not used by an employee will be cleared from the employee's sick leave accrual account upon return to work and returned to the employee who donated the hours.

Donated leave will be credited on a first-in first-out basis according to the date and time on the Donated Leave for Catastrophic Illness Contribution form.

Approval of requests for donated sick leave must be provided in a timely manner to an employee's department head. The department must recommend, to either approve or disapprove the initial request and forward, it to the Human Resources Department for a final action.

Upon approval by the Human Resources Department of a request for donation of sick leave an announcement will be posted in the department for which the employee works. Posting of the request for donations will be done within all departments if it is determined such donations cannot be received from the employee's department adequate to meet the needs of the employee.

Donated sick leave hours will be treated on an hour to hour basis in the crediting of donated hours from donating employee to recipient employee.

Any employee found to be abusing, falsifying information, or misrepresenting the extent of a catastrophic illness, will be subject to immediate disciplinary action up to and/or including termination.

Amendment

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

Date: 12/05/2019 Weekly Agenda Date: 12/10/2019

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

**WORDING FOR AGENDA ITEM:**

Approval of the tentative agreement with CWA - Secondary Roads

**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:**

A tentative agreement has been reached with Communications Worker's of America (CWA) regarding the contract between Woodbury County and Secondary Roads.

**BACKGROUND:**

The agreement is for a duration of 4 years.

**FINANCIAL IMPACT:**

See back up material.

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

Yes  No

**RECOMMENDATION:**

Approve the motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to ratify the tentative agreement reached with CWA regarding the contract between Woodbury County and CWA-Secondary Roads.

# KLASS

LAW FIRM, L.L.P.

*A Tradition of Service Since 1917*

Timothy A. Clausen \*+  
Zachary D. Clausen \*+  
Ryland Deinert\*+  
Clifton J. Kephart \*+

Anthony P. Lamb \*+  
René Charles Lapierre \*+  
William H. Larson \*+

Douglas L. Phillips\*  
Deena A. Townley\*  
Brian L. Yung

4280 Sergeant Road  
Mayfair Center, Suite 290  
Sioux City, IA 51106

Telephone • 712-252-1866  
Writer's Extension • 248  
Fax • 712-252-5822

Barbara F. Orzechowski, Of Counsel \*+  
Marvin J. Klass (1913 – 2000)

\* Also admitted in Nebraska  
+ Also admitted in South Dakota

Writer's email • [lamb@klasslaw.com](mailto:lamb@klasslaw.com)  
[www.klasslaw.com](http://www.klasslaw.com)

To: Woodbury County Board of Supervisors  
From: Anthony Lamb  
Cc: Melissa Thomas and Mark Nahra  
Re: Contract Negotiations  
Date November 26, 2019

The Bargaining Team met with CWA-Secondary Roads and reached the following tentative agreement:

#### **Contract Language:**

The following Articles are proposed to be removed from the contract:

Article 3-Definitions  
Article 4-Management Rights  
Article 5-Union Rights  
Article 6-Work Stoppage  
Article 7-Check Off (required to be removed by statutory changes)  
Article 9-Procedure for Staff Reduction (required to be removed by statutory changes)  
Article 15-Insurance (required to be removed by statutory changes)  
Article 20- Transfer Procedures

In Article 18 the safety clothing allowance will be increased from \$210 per year to the following amounts: 2020-\$225; 2021-\$230; 2022-\$240; 2023-\$250

#### **Wages:**

Engineering Tech 2 wage increases 0.77 per hour plus negotiated percentage increases.

Wages will increase across the Board:

Year 1:	2.5%
Year 2:	2.25%
Year 3:	2.25%
Year 4:	2%

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

Date: 12/5/2019 Weekly Agenda Date: 12/10/2019

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

**WORDING FOR AGENDA ITEM:**

Public Hearing - Set Time - 4:45 PM. Consider granting an access easement across county property

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The Haddock family has requested an easement across county property near Holly Springs for access to a landlocked farm field. Notice has been published and a hearing is scheduled for consideration.

**BACKGROUND:**

The Haddock farm south of Holly Springs has been isolated by work on the Woodbury Monona Drainage district and the closure of the former Humbolt Avenue right of way south of town. The landowner has been accessing the farm along the old right of way and has requested a permanent easement across county property to assure continued access to the farm.

**FINANCIAL IMPACT:**

No financial impact except for the cost of publication of a notice of public hearing. Chapter 331.361 of the Code of Iowa requires public notice for the issuance of an easement of this type.

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

Yes  No

**RECOMMENDATION:**

I recommend that the Board grant an easement to the Haddock farm property across county property.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to grant an access easement as presented to the Haddock Farm in section 15, T-86N, R-45W across county property and direct the chair to sign the easement.

**EASEMENT AND RIGHT-OF-WAY AGREEMENT**  
**Recorder's Cover Sheet**

**Preparer Information:** Robert F. Meis, 501 Pierce Street, Sioux City, IA 51101, Phone: (712) 252-0020

**Taxpayer Information:** Manon F. Haddock, 10535 Norfolk Dr. Unit 1, Johnston IA 50131

**Return Address:** Robert F. Meis, 501 Pierce Street, Sioux City, IA 51101

**Grantor:** Woodbury County, Iowa

**Grantees:** Manon F. Haddock, Lyndon K. Haddock and Roslyn C. Haddock

**Legal Description:** See Page 2

**Document or instrument number if applicable:** N/A

The West Seventy Feet (W.70') of the North Nine Hundred Forty One and Seventy Seven Hundredths feet (N.941.77') of the West half of the Southwest Quarter (W ½ SW ¼) of Section 15, Township 86 North, Range 45 West of the 5<sup>th</sup> P.M., Woodbury County, Iowa, excepting therefrom all that part previously reserved as easement for public roadway. Track contains 1.51 acres, more or less, including 0.71 acres, more or less, subject to a previously existing easement for public roadway.

Manon F. Haddock owns real estate situated in Woodbury County, Iowa and legally described as:

The West half of the Northwest Quarter (W1/2 NW1/4) of Section Twenty-two (22), Township Eighty-six (86) North, Range Forty-five (45) West of the 5<sup>th</sup> P.M., in Woodbury County, Iowa.

Haddocks desire to obtain an easement on, over, along, upon, through and across a portion of Woodbury County's real estate for the purpose of ingress to and egress from their real estate. Woodbury County has agreed to grant a permanent easement to Haddocks for access to their property.

In consideration of one dollar and other good and valuable consideration and in consideration of the mutual covenants and promises of the parties hereto, receipt of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF EASEMENT.** Woodbury County hereby grants and conveys to Haddocks, and their tenants, business invitees, guests, successors and assigns, a perpetual easement and right-of-way on, over, along, upon, through, under and across the following described real estate:

The West 103.00 Feet of a 2.00 acre parcel described on a plat of survey recorded on Roll 461, Image 663 in the Woodbury County Recorder's Office, subject to and together with any and all easements, restrictions, and covenants.

2. **PURPOSE OF EASEMENT:** This Easement shall be for the purposes of ingress to and egress from property owned by Haddocks.

3. **USE OF EASEMENT:** Haddocks shall use this Easement for access to: The West half of the Northwest Quarter (W1/2 NW1/4) of Section Twenty-two (22), Township Eighty-six (86) North, Range Forty-five (45) West of the 5<sup>th</sup> P.M., in Woodbury County, Iowa. The easement area shall be kept free of all personal property items and Haddocks shall not allow storage of personal property items. Haddocks shall

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Lyndon K. Haddock and Roslyn C. Haddock, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF IOWA :  
 : ss  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Manon F. Haddock, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF IOWA, COUNTY OF WOODBURY

This record was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_,  
as \_\_\_\_\_ of Woodbury  
County, Iowa.

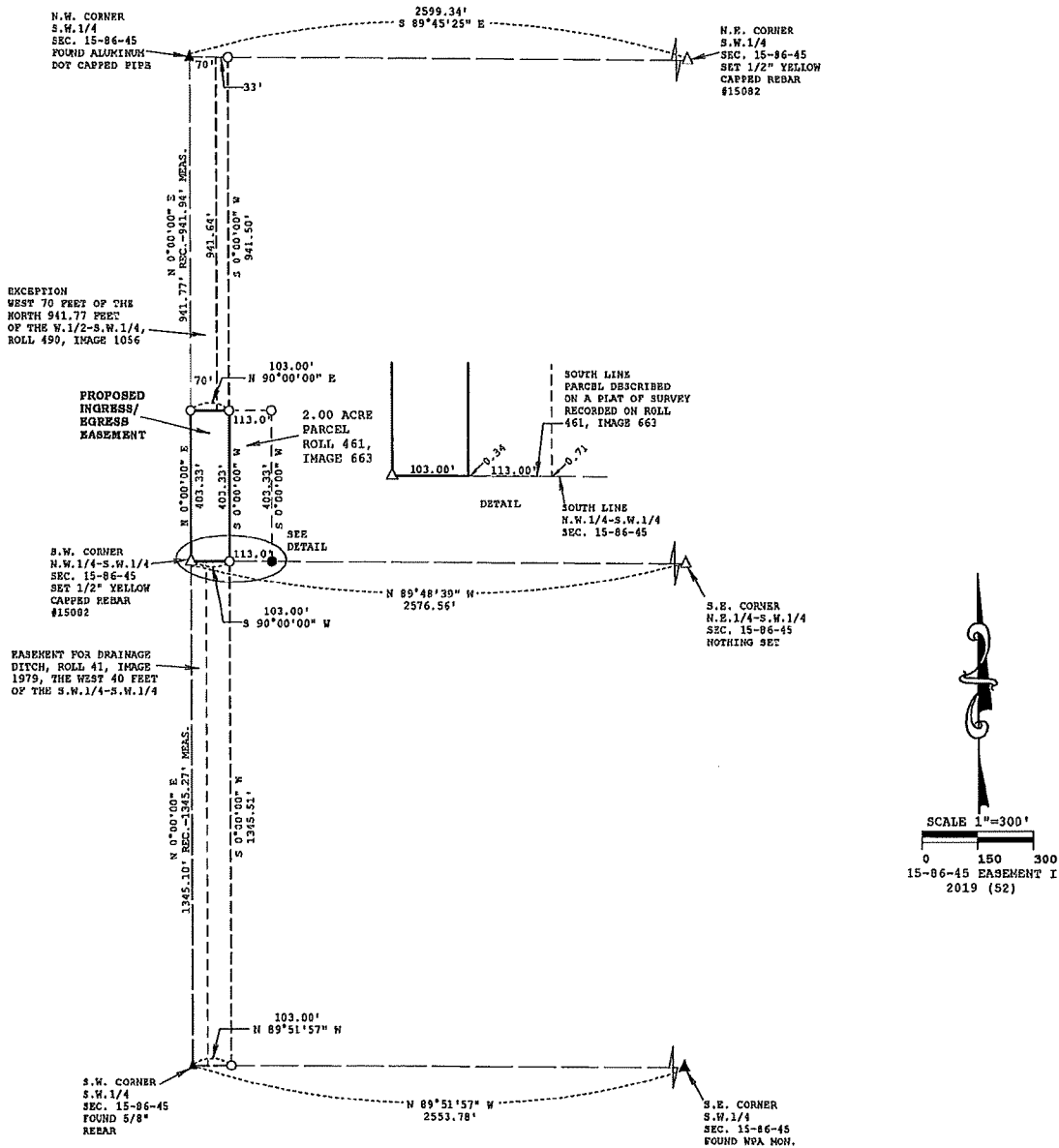
\_\_\_\_\_  
Signature of Notary Public

INDEX LEGEND	
SURVEYOR:	ALAN L. FAGAN 712 539-1471
MAIL TO:	AL FAGAN LAND SURVEYING, P.C. P.O. BOX 858 - MERRILL, IA 51038
COUNTY:	WOODBURY
SECTION(S):	15 T. 86 N., R. 45 W.
ALIQUOT PART:	PART OF THE N.W.1/4-S.W.1/4
CITY:	
SUBDIVISION:	
BLOCK(S):	
LOT(S):	
PROPRIETOR(S):	COUNTY OF WOODBURY, IN THE STATE OF IOWA
REQUESTED BY:	ROBERT F. MEIS & LYNDON K. HADDOCK

**AL FAGAN LAND SURVEYING P.C. P.O. BOX 858-MERRILL, IOWA 51038-PH. (712) 539-1471**

**PLAT OF SURVEY**

PLAT OF SURVEY SHOWING A PROPOSED INGRESS/EGRESS EASEMENT, BEING THE WEST 103.00 FEET OF A 2.00 ACRE PARCEL DESCRIBED ON A PLAT OF SURVEY RECORDED ON ROLL 461, IMAGE 663 IN THE WOODBURY COUNTY RECORDER'S OFFICE. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RESTRICTIONS AND COVENANTS.



DATE OF SURVEY: FEBRUARY & MAY 2019

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

ALAN L. FAGAN DATE

LICENSE NUMBER 15082

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019  
PAGES OR SHEETS COVERED BY THIS SEAL: ONE



**MONUMENTS**

● = FOUND 5/8" PIN

○ = 1/2" YELLOW CAPPED REBAR #15082 SET



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

#7b

Date: 12/5/2019 Weekly Agenda Date: 12/10/2019

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

**WORDING FOR AGENDA ITEM:**

Consider resolution to establish load restrictions on county bridges

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The county has completed the evaluation of bridges required following legislation allowing new legal truck loads. Some bridges need to be posted for maximum legal loads.

**BACKGROUND:**

The state legislature has approved some new special haul vehicles that required re-rating all county bridges. Annually the governor allows larger semi loads on county roads. The lack of a posted load rating on a bridge does not mean that it can carry unlimited truck loads. The postings in this resolution are for current maximum loads for each type of truck.

**FINANCIAL IMPACT:**

The bridges will have to have signs placed notifying trucks of the new load limits. This costs approximately \$1000 per bridge, materials and labor.

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

Yes  No

**RECOMMENDATION:**

I recommend approval of the attached bridge embargo resolution.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the bridge embargo resolution.

**WOODBURY COUNTY  
BRIDGE EMBARGO RESOLUTION**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS:** The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

**WHEREAS:** the Woodbury County Engineer has caused to be completed the Structure Inventory and Appraisal of certain bridges according to accepted Bridge Inspection Standards and has determined that the bridges below, require revision to their current load ratings,

**NOW, THEREFORE, BE IT RESOLVED** by the Woodbury County Board of Supervisors that the following vehicle and load limit be established and that signs be placed advising of the permissible maximum weights thereof on the bridge listed herein.

<u>Bridge No.</u>	<u>FHWA No.</u>	<u>Section Township Range</u>	<u>Posted Limit</u>
A-006	354511	04-89-42	28, 40, 40 tons
A-187	354531	04-89-42	28, 40, 40 tons
B-073	354891	30-89-43	28, 40, 40 tons
B-152	354720	04-89-43	28, 40, 40 tons
C-280	354791	18-89-43	28, 40, 40 tons
D-004	364730	03-89-45	28, 40, 40 tons
E-099	355351	29-89-46	28, 40, 40 tons
E-280	355118	25-86-43	28, 40, 40 tons
G-146	354211	27-88-46	28, 40, 40 tons
G-187	354311	27-89-46	28, 40, 40 tons
J-030	353510	12-88-44	28, 40, 40 tons
K-182	353190	10-88-43	28, 40, 40 tons
K-199-1	351621	03-87-43	28, 40, 40 tons
L-027	352861	12-88-42	28, 40, 40 tons
L-239	352970	23-88-42	26, 40, 40 tons
T-017-1	351151	24-86-46	28, 40, 40 tons
V-047	350730	07-86-44	28, 40, 40 tons
W-053	350501	14-86-43	28, 40, 40 tons
X-237	349960	02-86-42	28, 40, 40 tons

**Passed and approved this 10<sup>th</sup> day of December, 2019.**

**Recommended:**

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

\_\_\_\_\_  
Mark J. Nahra, P.E.  
Woodbury County Engineer

**Attest:**

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

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

Date: 12/05/2019 Weekly Agenda Date: 12/10/2019

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

**WORDING FOR AGENDA ITEM:**

Receive and consider quotes for the removal of the bridge located on Sidney Ave. between 190th & 200th.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county road department plans to remove structure L-92-3 which is located in an area of roadway vacated on July 2, 2019. Quotes had been requested from contractors for the removal.

**BACKGROUND:**

The county road department closed the bridge in 2014. The bridge was structurally deficient prior to closing and was rated at 3 ton. Quotes were requested for the removal of the structure. Quotes were due to the county engineer by Monday December 2, 2019 at 4:00 PM.

**FINANCIAL IMPACT:**

Removal is paid for with local funds.

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

Yes  No

**RECOMMENDATION:**

I request that the Board receive quotes for the removal of structure L-92-3 and award the recommended quote.

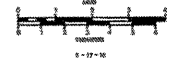
**ACTION REQUIRED / PROPOSED MOTION:**

Motion to receive quotes and award the recommended quote for the removal of structure L-92-3 on Sidney Ave. between 190th & 200th Street.

HIGHWAY AND TRANSPORTATION MAP  
**WOODBURY COUNTY**  
**IOWA**



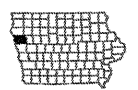
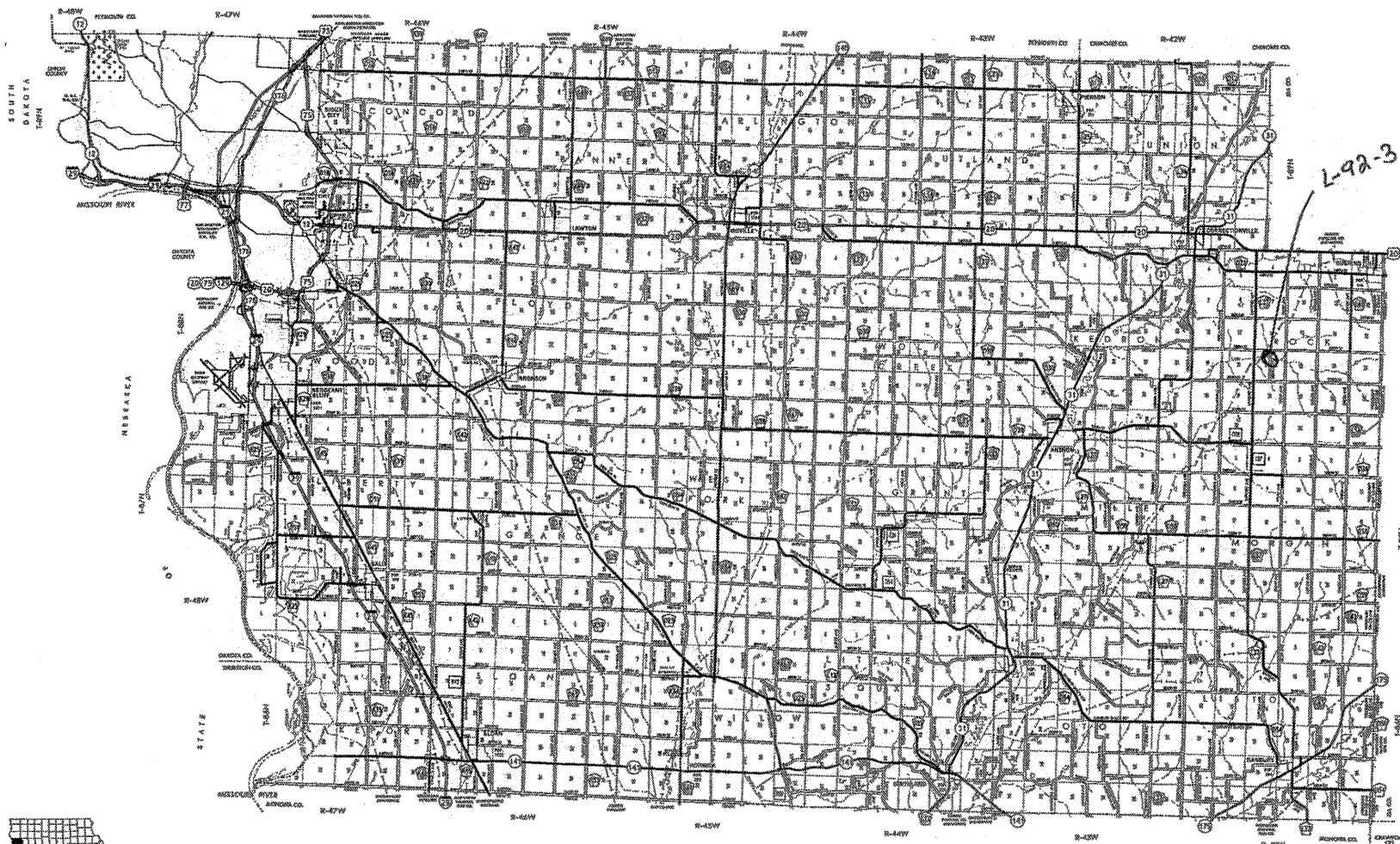
In Cooperation With  
**United States Department of Transportation**  
**JANUARY 1, 2010**

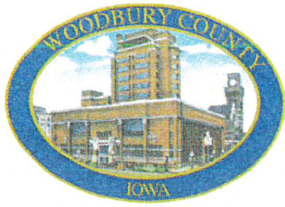


**LEGEND**

- |  |                    |  |               |
|--|--------------------|--|---------------|
|  | INTERSTATE HIGHWAY |  | STATE HIGHWAY |
|  | COUNTY HIGHWAY     |  | RAILROAD      |
|  | AIRPORT            |  | BRIDGE        |
|  | FERRY              |  | DAM           |
|  | CANAL              |  | WATERWAY      |
|  | RIVER              |  | LAKE          |
|  | STREAM             |  | WETLAND       |
|  | FOREST             |  | PASTURE       |
|  | FIELD              |  | FARMLAND      |
|  | RESIDENTIAL        |  | COMMERCIAL    |
|  | INDUSTRIAL         |  | PUBLIC USE    |
|  | UNIMPROVED LAND    |  | WATER         |

*L-92-3*





# 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

### Quote for Bridge Removal Structure L-92-3

Located on Sidney Ave. between 190<sup>th</sup> Street and 200<sup>th</sup> Street

	<u>Quantity</u>	<u>Quote</u>	<u>Total</u>
Bridge Removal	1 L.S.	<u>6,250</u> Per L.S. =	<u>6,250</u>
Mobilization	1 L.S.	<u>2,000</u> Per L.S. =	<u>2,000</u>
		<b>Total Bid:</b>	<u>8,250</u>

Quote Includes: Complete removal of bridge structure (except for the abutments) and disposal of the bridge items, except for the I beams. The I beams will be carefully removed and stock piled at the site for Woodbury County. The structure consists of a 89' five (5) span steel I beam bridge. Price quoted includes removal of the pier piling to a minimum depth of 3 feet below the current flow line.

Structure shall be removed by May 1, 2020. **QUOTES DUE BY 4:00 PM December 02, 2019**

Return Quote to:  
Woodbury county Engineer's Office  
759 East Frontage Road  
Merville, Iowa 51039

Contractor: Holly A. Brown Const.

Signature: [Signature] Date: 12-2-2019



# 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

### Quote for Bridge Removal Structure L-92-3

Located on Sidney Ave. between 190<sup>th</sup> Street and 200<sup>th</sup> Street

	<u>Quantity</u>	<u>Quote</u>	<u>Total</u>
Bridge Removal	1	L.S. <u>15,750.00</u> Per L.S. = <u>15,750.00</u>	
Mobilization	1	L.S. <u>10,000.00</u> Per L.S. = <u>10,000.00</u>	
		<b>Total Bid:</b>	<u><b>25,750.00</b></u>

Quote Includes: Complete removal of bridge structure (except for the abutments) and disposal of the bridge items, except for the I beams. The I beams will be carefully removed and stock piled at the site for Woodbury County. The structure consists of a 89' five (5) span steel I beam bridge. Price quoted includes removal of the pier piling to a minimum depth of 3 feet below the current flow line.

Structure shall be removed by May 1, 2020. **QUOTES DUE BY 4:00 PM December 02, 2019**

Return Quote to:  
Woodbury county Engineer's Office  
759 East Frontage Road  
Merville, Iowa 51039

Contractor: E.P. Carpenter Contr., Inc.  
Signature: [Signature] Date: 12-2-19

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

Date: 12/05/2019 Weekly Agenda Date: 12/10/2019

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

**WORDING FOR AGENDA ITEM:**

Receive and consider quotes for the removal of the bridge located on 210th Street, West of Hancock Ave.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county road department plans to remove structure H-264. Quotes had been requested from contractors for the removal.

**BACKGROUND:**

The county road department closed the bridge in 1996. The bridge was structurally deficient prior to closing and was rated at 3 ton. Quotes were requested for the removal of the structure. Quotes were due to the county engineer by Monday December 2, 2019 at 4:00 PM.

**FINANCIAL IMPACT:**

Removal is paid for with local funds.

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

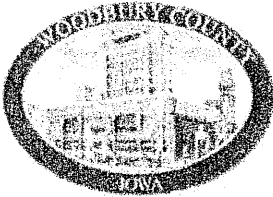
Yes  No

**RECOMMENDATION:**

I request that the Board receive quotes for the removal of structure H-264 and award the recommended quote.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to receive quotes and award the recommended quote for the removal of structure H-264 on 210th Street West of Hancock Ave.



# Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039  
Telephone (712) 379-6684 • (712) 873-3215 • Fax (712) 873-3231

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

### Quote for Bridge Removal

Structure H-264

Located on 210th Street West of Hancock Ave.

	<u>Quantity</u>	<u>Quote</u>	<u>Total</u>
Bridge Removal	1	L.S. <u>15,750.00</u> Per L.S. =	<u>15,750.00</u>
Mobilization	1	L.S. <u>10,000.00</u> Per L.S. =	<u>10,000.00</u>
		<b>Total Bid:</b>	<b><u>25,750.00</u></b>

Quote includes: Complete removal of bridge structure (except for the abutments) and disposal of the bridge items. The structure consists of a 60' steel pony truss with 20' timber approaches with steel I beams. Price quoted includes removal of the pier piling to a minimum depth of 3 feet below the current flow line.

Structure shall be removed by May 1, 2020. **QUOTES DUE BY 4:00 PM December 02, 2019**

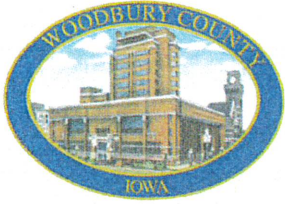
Return Quote to:  
Woodbury county Engineer's Office  
759 East Frontage Road  
Merville, Iowa 51039

Contractor: L.P. Campbell Contr., Inc.

Signature: [Signature] Date: 12-2-19







# 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

### Quote for Bridge Removal Structure H-264

Located on 210th Street West of Hancock Ave.

	<u>Quantity</u>	<u>Quote</u>	<u>Total</u>
Bridge Removal	1 L.S.	<u>7,750.00</u> Per L.S. =	<u>7,750.00</u>
Mobilization	1 L.S.	<u>2,000</u> Per L.S. =	<u>2,000.00</u>
		<b>Total Bid:</b>	<u>9,750.00</u>

Quote Includes: Complete removal of bridge structure (except for the abutments) and disposal of the bridge items. The structure consists of a 60' steel pony truss with 20' timber approaches with steel I beams. Price quoted includes removal of the pier piling to a minimum depth of 3 feet below the current flow line.  
Structure shall be removed by May 1, 2020. **QUOTES DUE BY 4:00 PM December 02, 2019**

**Return Quote to:**  
Woodbury county Engineer's Office  
759 East Frontage Road  
Merville, Iowa 51039

Contractor: Holly A. Brown Const.  
Signature: [Signature] Date: 12-2-2019

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

Date: 12/5/2019 Weekly Agenda Date: 12/10/2019

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Dennis Butler - Finance Director

**WORDING FOR AGENDA ITEM:**

Approval of Joint County and City Building Authority Representation with Ahlers & Cooney P.C.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Woodbury County seeks Ahlers & Cooney, P.C. , to provide Joint County and City Building Authority Representation in constructing a new Law Enforcement Center.

**BACKGROUND:**

See backup material.

**FINANCIAL IMPACT:**

Zero

**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 Joint County and City Building Authority Representation with Ahlers & Cooney.

**ACTION REQUIRED / PROPOSED MOTION:**

Approve motion for the Joint County and City Building Authority Representation with Ahlers & Cooney.



Ahlers & Cooney, P.C.  
Attorneys at Law  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: 515-243-7611  
Fax: 515-243-2149  
www.ahlerslaw.com  
Jason L. Comisky  
515.246.0337  
jcomisky@ahlerslaw.com

*via email only*

December 5, 2019

Woodbury County Board of Supervisors  
c/o Dennis Butler  
Woodbury County Courthouse  
620 Douglas Street  
Sioux City, IA 51101

RE: Joint County and City Building Authority Representation

Dear Board:

Our firm is privileged to represent Woodbury County, Iowa ("County") on several legal matters including, but not limited to, finance related matters. We enjoy this relationship and appreciate the opportunity to serve the County. Recently, the County asked us to advise and provide advice and assistance to the County with regard to the formation of a joint county and city building authority pursuant to Iowa Code Section 346.27 for the purpose of financing and constructing a new law enforcement center (the "County Representation"). A necessary element in the creation of a joint authority under Section 346.27 is participation by the County Seat, the City of Sioux City. If a joint authority is created, we anticipate the joint building authority would engage our firm to represent it as bond counsel for financings related to the joint facility. As a part of the County Representation, we would draft, review and evaluate certain legal proceedings and organizational documents for a joint authority and prepare leases, contracts, and other documents related to the formation and operation of the joint authority.

Our firm, on occasion and currently, represents the City of Sioux City, Iowa, on several legal matters including, but not limited to, economic development and finance ("City Representation"). While we do not believe our representation of both parties in unrelated matters will present a direct conflict of interest, it is our duty to inform you of the nature of the concurrent representation of the County and the City.

Because our representations of the County and the City are contemporaneous, such representation could be perceived as a concurrent conflict of interest under the ethical standards governing the practice of law in Iowa. From a strict legal perspective, a concurrent conflict of interest exists under Iowa rules if (1) the representation of one client will be directly adverse to another client; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer. We do not believe that the first prong of the test will apply to this situation because we do not represent the City with respect to the formation of the joint building authority. For the same reason, we do not think the second prong, a significant risk that our representation of the City in unrelated matters will limit our representation of the County in regard to the joint building authority, applies. Nonetheless, we think the proper

December 5, 2019


Page 2

approach is to advise clients of such situations. We understand the City and County will memorialize their respective obligations and responsibilities with a series of documents that will form the joint building authority and govern the initial terms and conditions of each party's relationship with the joint building authority. Given our current engagements, Ahlers & Cooney, P.C. cannot negotiate on behalf of either the City or County against the other, and understand if the joint authority project moves forward, the City Attorney will represent the City, and the County Attorney's office will represent the County in negotiating the particulars of the relationship. If this should change, please advise.

The State's ethical rules allow a law firm to concurrently represent two adverse parties if (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing. We believe confidently that our attorneys will be able to provide competent and diligent representation to each client, the representation is not prohibited by law, and there will not be an assertion of a claim as described. The purpose of this letter is to seek the written consent of the County in order to proceed. We are requesting the same from the City. Although we are asking both parties to acknowledge, consent and waive any potential conflict of interest, neither is obligated to do so.

Please feel free to contact me with any questions or concerns. If you consent to the concurrent representation, please so indicate below and return a copy of this fully executed letter to my attention. Thank you.

Sincerely,

  
Jason L. Comisky  
FOR THE FIRM

The Board of Supervisors of Woodbury County, Iowa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of Woodbury County, Iowa, the City of Sioux City, Iowa, and creation of the joint building authority with respect to the above referenced representations.\*

Dated this \_\_\_\_ day of December, 2019.

WOODBURY COUNTY, IOWA

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

\*Authorized by action of the governing body, approved on December \_\_\_\_, 2019.



# Woodbury County Sheriff's Office

DAVID A. DREW, SHERIFF

**WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.**

**LEC 24 HOUR DAILY COUNT**

DATE	DAILY TOTAL	LEC	ELECTRONIC MONITORING	JUVENILE	FEDERAL PRISONERS	RELEASED
11/1/19	220	207	11	2	10	23
11/2/19	233	219	13	1	11	21
11/3/19	233	219	13	1	11	17
11/4/19	227	213	13	1	11	16
11/5/19	221	207	13	1	9	24
11/6/19	223	208	14	1	9	13
11/7/19	222	207	14	1	7	17
11/8/19	228	211	16	1	14	18
11/9/19	230	211	18	1	15	16
11/10/19	226	207	18	1	15	17
11/11/19	227	208	18	1	15	12
11/12/19	226	207	18	1	15	12
11/13/19	220	202	17	1	15	14
11/14/19	216	198	17	1	15	17
11/15/19	213	196	16	1	15	18
11/16/19	224	208	14	2	16	19
11/17/19	231	215	14	2	16	9
11/18/19	227	211	14	2	15	16
11/19/19	226	209	15	2	13	11
11/20/19	229	213	14	2	13	24
11/21/19	232	216	14	2	15	15
11/22/19	224	208	14	2	13	26
11/23/19	222	206	14	2	9	27
11/24/19	229	213	14	2	9	12
11/25/19	229	213	14	2	9	10
11/26/19	221	204	15	2	18	20
11/27/19	201	186	13	2	18	28
11/28/19	208	193	13	2	8	10
11/29/19	206	191	13	2	8	10
11/30/19	210	195	13	2	18	10
	0					

TOTAL	MALE	FEMALE
230	181	49
240	189	51
236	186	50
229	183	46
231	184	47
221	177	44
224	178	46
229	182	47
227	183	44
224	178	46
220	175	45
219	174	45
216	171	45
215	175	40
214	173	41
227	183	44
224	181	43
227	182	45
220	172	48
237	184	53
231	178	53
234	180	54
233	175	58
225	172	53
223	173	50
224	175	49
214	176	38
203	161	42
201	159	42
205	158	47
0		

**6684      6201      437      46      385      502**

**6703      5298      1405**

\*Highest population count each day

LEC TOTAL AVG:	<b>222.7</b>
TOTAL INMATE AVG:	<b>239.5</b>