



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(APRIL 7, 2020) (WEEK 15 OF 2020)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Boardroom Phone: 712-224-6014

Due to the Governor's proclamation issued March 20th access to this meeting will be by live streaming on YouTube with telephonic access by telephone number listed above.

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov
Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov
Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov
Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held April 7, 2020 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

4:00 p.m. 1. Closed Session General Relief appeal hearing for S.P. {Iowa Code Section 21.5 (1) (a)}
First Floor Boardroom

4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence
2. Citizen Concerns Information
3. Approval of the agenda Action

Consent Agenda

Items 4 through 9 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.

- 4. Approval of the minutes of the March 31, 2020 meeting
5. Approval of claims
6. Board Administration – Karen James
Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension

7. County Auditor – Patrick Gill
Receive County Auditor’s Quarterly Report
8. Human Resources – Melissa Thomas
Approval of Memorandum of Personnel Transactions
9. Board of Supervisors – Keith Radig
Authorize chairman to sign letter of support for Boost Grant

End Consent Agenda

- | | | |
|-------------------------|--|-------------|
| | 10. DGR Engineering – Bryan Wells
Approval of New LEC professional services agreement for offsite improvements | Action |
| 4:40 p.m.
(Set time) | 11. Community & Economic Development – David Gleiser | |
| | a. Open/close public hearing, then motion to approve the zoning district map amendment | Action |
| | b. Conduct the 2 nd reading of the ordinance and motion to approve the 2 nd reading, waive the 3 rd reading, and adopt as proposed | Action |
| | c. Receive the Zoning Commission’s recommendation from their 3/23/20 meeting to approve the final plat | Action |
| | d. Approve the Autumn Wind Addition, Minor Subdivision plat and authorize the Chairman to sign the resolution | Action |
| | 12. Secondary Roads – Mark Nahra | |
| | a. Approval of the FY 2021 Woodbury County Secondary Road Department Budget | Action |
| | b. Approval of the FY 2021 Woodbury County Secondary Road Department Five Year Construction Program | Action |
| | c. Approval of a federal aid SWAP fund project agreement for project numbered BROS-SWAP-C097(140)—SE-97 | Action |
| | 13. Board of Supervisors – Marty Pottebaum
Discussion of post bid general contractor quality assurance questionnaire | Information |
| | 14. Due to Covid-19, the board will be discussing various issues and may take appropriate steps for the protection and safety of both the community and county employees | Action |
| | 15. Reports on Committee Meetings | Information |
| | 16. Citizen Concerns | Information |
| | 17. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- TUE., APR. 7** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., APR. 8** **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., APR. 15** **10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- 1:00 p.m.** Region IV Hazardous Materials Response Commission Meeting, S.C. Fire Rescue #4
- THU., APR. 16** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., APR. 17** **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- MON., APR. 27** **6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- WED., APR. 22** **2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., APR. 23** **11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, 1122 Pierce St.
- TUE., APR. 28** **2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- MON., MAY 4** **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- TUE., MAY 5** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., MAY 6** **9:00 a.m.** Loess Hills Alliance Protection Committee Meeting, Pisgah, Iowa
- 10:30 a.m.** Loess Hills Alliance Stewardship Committee Meeting
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.** Loess Hills Alliance Executive Meeting
- THU., MAY 7** **10:00 a.m.** COAD Meeting, The Security Institute
- 12:00 p.m.** Regional Policy and Legislative Affairs Committee Meeting, 1122 Pierce Street
- 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- FRI., MAY 8** **8:30 a.m.** Woodbury County Building Security Committee Meeting, LEC Conference Room

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

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

MARCH 31, 2020, FOURTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, March 31, 2020 at 4:30 p.m. Board members present were Pottebaum, Radig, De Witt, and Ung. Staff members present were Karen James, Board Administrative Assistant, Joshua Widman, Assistant County Attorney, Dennis Butler, Budget/Tax Analyst, and Patrick Gill, Auditor/Clerk to the Board.

The regular meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.

1. Citizen concerns.
2. Motion by Ung second by Radig to approve the agenda for March 31, 2020. Carried 4-0. Copy filed.

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

3. To approve minutes of the March 24, 2020 meeting. Copy filed.
4. To approve the claims totaling \$765,832.99. Copy filed.
5. To receive Juvenile Detention February population report. Copy filed.
6. To approve the transfer of Thomas Foxhoven, Equipment Operator, Secondary Roads Dept., effective 04-01-20, \$24.15/hour, -1%=-\$.30/hr. Position Transfer from Motor Grader to Equipment Operator.; the appointment of Justin Donaghu, Civilian Jailer, County Sheriff Dept., effective 04-06-20, \$23.84/hour. Job Vacancy Posted 3-4-20. Entry Level Salary: \$19.86/hour ; and the reclassification of Haley Hines, P/T Youth Worker, Juvenile Detention Dept., effective 04-15-20, \$20.07/hour, 4%=\$.77/hr. Per AFSCME Juvenile Detention Contract agreement from Grade 1/Step 1 to Grade 1/Step 2. Copy filed.

Carried 4-0.

- 7a. Motion by Radig second by Ung to receive the Zoning Commission's recommendation to approve the zoning district map amendment. Carried 4-0. Copy filed.
- 7b. A public hearing was held at 4:40 p.m. for zoning district map amendment. The chairperson called on anyone wishing to be heard.

Motion by Radig second by Pottebaum to close the hearing. Carried 4-0.

- 7c. Motion by Ung second by to De Witt conduct the first reading of the ordinance for zoning district designation mapping amendment to the Woodbury County, Iowa Zoning ordinance. Carried 4-0. Copy filed.
- 8a. A public hearing was held at 4:45 p.m. to levy General Basic property tax rate which exceed statutory maximum. The chairperson called on anyone wishing to be heard.

Motion by Ung second by De Witt to close the hearing. Carried 4-0.

- 8b. A public hearing was held on proposed Fiscal Year 2021 budget. The chairperson called on anyone wishing to be heard.

Motion by Ung second by De Witt to close the hearing. Carried 4-0.

- 8c. Motion by Ung second by De Witt to approve and authorize the Chairperson to sign a Resolution approval of FY 2020/2021 Budget and Certification of Taxes. Carried 4-0.

RESOLUTION #12,974
APPROVAL OF FY 2020/2021 BUDGET AND CERTIFICATION OF TAXES

WHEREAS, the Woodbury County Board of Supervisors has considered the proposed FY 2020/2021 county budget and certification of taxes, and

WHEREAS, a public hearing concerning the proposed county budget was held on March 31, 2020,

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Woodbury County that the county budget and certificate of taxes for FY 2020/2021, as set forth in the budget summary, is hereby adopted and that the Woodbury County Finance Director is directed to file said budget and to establish accounting records in accordance with the attached schedules with the Woodbury County Auditor,

BE IT FURTHER RESOLVED that the Chairperson and the County Auditor be and are hereby authorized to sign the approved FY 2020/2021 county budget.

Signed and dated this 31st day of March 2020.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

9a. Motion by Ung second by De Witt to receive the Zoning Commission's recommendation from their 3/23/20 meeting to approve the final plat of the Thiesen Addition, Minor Subdivision. Carried 4-0. Copy filed.

9b. Motion by Ung second by De Witt to approve and authorize the Chairperson to sign a Resolution accepting and approving Thiesen Addition, a Minor Subdivision to Woodbury County, IA. Carried 4-0.

**BOARD OF SUPERVISORS RESOLUTION
RESOLUTION #12,975
RESOLUTION ACCEPTING AND APPROVING THIESEN ADDITION, A MINOR
SUBDIVISION TO WOODBURY COUNTY, IOWA**

WHEREAS, THE OWNER AND PROPRIETOR DID ON

THE 23RD DAY OF MARCH 2020 FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS THIESEN ADDITION, A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA; AND

WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND

WHEREAS, THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND

WHEREAS, THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF THIESEN ADDITION, A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNER AND PROPRIETOR A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 31ST DAY OF MARCH, 2020
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

10a. Motion by De Witt second by Ung to approve the 28E Agreement for projects BRS-CHBP-CO97(139)—GB-97 & BROSCHBP-CO97(141)—GA-97 with Lyon County. Carried 4-0. Copy filed.

10b. Motion by Ung second by De Witt to approve the federal aid project agreement for projects BRS-CHBP-CO97(139)—GB-97 & BROSCHBP-CO97(141)—GA-97. Carried 4-0. Copy filed.

11. Motion by Ung second by Pottebaum to extend the limit of public access to the Woodbury County Courthouse by appointment only to May 5, 2020. Carried 4-0.
12. The Board heard reports on committee meetings.
13. Citizen concerns.
14. Board concerns were heard.

The Board adjourned the regular meeting until April 7, 2020.

Meeting sign in sheet. Copy filed.

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

#6

Date: 3/31/2020 Weekly Agenda Date: 4/7/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James, Administrative Assistant

WORDING FOR AGENDA ITEM:

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Annually, the Board of Supervisors requires those receiving tax suspensions to re-certify their income. Those petitioners who fail to re-certify their income by the deadline or if their income does not qualify for continued tax suspension, will be turned over to the Board of Supervisors for action on lifting the tax suspension.

BACKGROUND:

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

To lift the tax suspension of the petitioners that are listed on the attachment.

ACTION REQUIRED / PROPOSED MOTION:

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension.

Office Of The
AUDITOR/RECORDER
Of Woodbury County

PATRICK F. GILL
Auditor/Recorder



#7

Court House – Rooms 103
620 Douglas
Sioux City, Iowa 51101

Phone (712) 279-6702
Fax (712) 279-6629

AUDITOR'S QUARTERLY REPORT

January 1, 2020 / March 31, 2020

Patrick F. Gill, Woodbury County Auditor/Recorder

Payroll Taxes

Beginning Cash Balance	January 1, 2020		
Payroll Taxes		292,818.00	
Other		1,262.29	
Total Beginning Balance			294,080.29
Receipts:			
Payroll Taxes		2,819,395.68	
Interest		456.58	
Other			
Total Receipts			2,819,852.26
Total Resources			3,113,932.55
Disbursements:			
Payroll Taxes		2,823,854.21	
Interest Paid to Treasurer		568.04	
Other			
Total Disbursements			2,824,422.25
Ending Cash Balance	March 31, 2020		
Payroll Taxes		288,359.47	
Other		1,150.83	
Total Ending Balance			289,510.30

I, Patrick F. Gill, County Auditor/Recorder of Woodbury County, Iowa, hereby certify the above to be a true and correct statement of the Receipts and Disbursements of the office of County Auditor for the 3rd Quarter ending 03/31/20.



Patrick F. Gill, County Auditor/Recorder

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: April 7, 2020

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Cowles, Tim	County Sheriff	4-8-20	P/T Courthouse Safety & Security Officer	\$18.50/hour		A	Job Vacancy Posted Entry Level Salary: \$16.84 to \$18.50/hour.
Ryan, Colin	Secondary Roads	4-19-20	Civil Engineer Intern	\$65,673.00/year	3%= \$1,912.68/yr	R	Per Wage Plan Matrix, 3 year Salary Increase.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas



OFFICE OF
WOODBURY COUNTY BOARD OF SUPERVISORS

Courthouse • Room 104
620 Douglas Street – Sioux City, Iowa 51101

Telephone (712) 279-6525 • Fax (712) 279-6577

FINANCE/BUDGET DIRECTOR
DENNIS BUTLER

MEMBERS

MATTHEW A. UNG
SIOUX CITY

ROCKY L. DE WITT
LAWTON

MARTY J. POTTEBAUM
SIOUX CITY

KEITH W. RADIG
SIOUX CITY

BOARD ADMINISTRATIVE COORDINATOR
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER
HEATHER SATTERWHITE

April 7, 2020

U.S. Department of Labor
Employment and Training Administration
Office of Grants Management
Attention: Melissa Abdullah, Grant Officer
Refence FOA-ETA-20-02
200 Constitution Avenue, NW, Room N4716
Washington, DC 20210

The Woodbury County Board of Supervisors would like to voice our support and offer a letter of commitment for the Boost/SHIP Pathway Home Grant Application. Our County and Boost/SHIP have had a great working relationship and they have produced results in serving incarcerated individuals in Woodbury County.

Thank you for your time and consideration.

Sincerely,

Matthew Ung
Chairman
Woodbury County Board of Supervisors

DGR ENGINEERING
Agreement for Professional Services

THIS AGREEMENT is entered into on the 21st day of March, 2020, by and between Woodbury County, Iowa, hereinafter referred to as "Client" and **DeWild Grant Reckert and Associates Company, d/b/a DGR Engineering**, hereinafter referred to as "Consultant".

WHEREAS, Client requires professional services for New Woodbury County Jail (3701 28th Street) - Offsite Infrastructure Improvements (project title/name) and,

WHEREAS, Consultant is willing to provide such services upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree to the following general terms and conditions:

1. BASIC AGREEMENT:

- 1.1. SCOPE OF WORK:** The Scope of Work for this Project shall be documented in a manner consistent with the format of Exhibit A to this Agreement and shall be considered an integral part of this Agreement.
- 1.2. GENERAL:** This Agreement sets forth the general terms and conditions which will apply to all services rendered. Consultant shall provide or cause to be provided the services set forth in this Agreement and any subsequent amendments; and Client shall pay Consultant for such services as set forth in Paragraph 3.3.
- 1.3. TERM:** This Agreement shall be effective on the date shown above, until terminated as provided in paragraph 4.2 below.

2. CONSULTANT'S RESPONSIBILITIES:

- 2.1. SERVICES PROVIDED:** Exhibit A will describe services to be performed and deliverables, if any, to be provided. Consultant shall not be obligated to perform any services unless and until Client and Consultant agree as to the scope of Consultant's services, time for performance, Consultant's compensation, and Client's responsibilities. All services shall be subject to the terms and conditions of this Agreement.
- 2.2. STANDARD OF CARE:** The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
- 2.3. INDEPENDENT CONTRACTOR:** All labor, material and equipment necessary to complete the Services shall be provided by Consultant as an independent contractor. Consultant shall be solely responsible for the means and methods used to complete its Services. Consultant is not an employee of or in a joint venture with Client.

2.4. TIMELINESS OF PERFORMANCE: The Consultant will perform its Services with reasonable diligence and expediency consistent with sound professional practices.

3. CLIENT'S RESPONSIBILITY:

3.1. DUTY TO PROVIDE INFORMATION: Client agrees to provide Consultant with any and all documents, including but not limited to, structural documents, geotechnical reports and other technical information regarding the location where Services are to be performed (the "Site"), if any, which are available to Client and which relate to the Services. Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, documents and other information furnished by Client to Consultant under the Agreement. Consultant may use such requirements, reports, data, documents and information in performing or furnishing Services under the Agreement. Client shall make decisions and carry out its other responsibilities in a timely manner under the Agreement so as not to delay Consultant's Services.

3.2. PERMITS AND LICENSES: Client agrees to timely obtain and provide all licenses, permits, registrations, certificates and government or agency approvals that may be required to commence and/or complete Client's Project.

3.3. PAYMENT AND TERMS: Consultant shall prepare invoices in accordance with its standard invoicing practices and Exhibit A. Consultant shall submit its invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then Client will be considered in breach of the payment terms of this Agreement, and the compounded amount due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

If Client disputes an invoice, Client may withhold until resolution of the disputed portion only that portion so disputed, and must pay the undisputed portion.

Whenever Consultant is entitled to compensation for the charges of Sub-consultants used by the Consultant as part of the services provided to the Client, those charges shall be billed to the Client at the amount billed to the Consultant by the Sub-consultant times a factor of 1.1.

Client shall pay all governmental taxes and fees applicable to Consultant's services, which, unless specifically listed in the Fee Arrangement section of Exhibit A, will be in addition to the compensation to which Consultant is entitled under this Agreement. If after the Effective Date of this Agreement any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Consultant's services or compensation different than as described by Exhibit A, then the Consultant may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Consultant for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Consultant is entitled under the terms of this Agreement.

4. GENERAL CONSIDERATIONS:

4.1. OWNERSHIP OF DOCUMENTS: All data, reports, drawings, specifications, record drawings, work-product, and other deliverables (whether in printed or electronic format) provided by or furnished by Consultant pursuant to the Agreement (the “Documents”) are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of Consultant) whether or not the Project is completed. Notwithstanding the foregoing, upon completion of the project or termination of the services and payment of all monies due the Consultant, Consultant hereby grants to Client a royalty-free, non-exclusive unlimited license to utilize Consultant’s Documents provided to Client as part of the Services to the extent necessary for the construction, operation, maintenance or repair of the Project or any unit or component thereof. Client may also make and retain copies of Documents for information and reference in connection with use on the Project by Client and others. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client’s sole risk and without liability or legal exposure to Consultant, its officers, directors, employees, agents, or Consultants. Client shall indemnify and hold harmless Consultant, its officers, directors, partners, employees, agents, and its Consultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting there from.

4.2. SUSPENSION AND TERMINATION: If the client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon seven (7) days’ notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Either party may terminate this Agreement by giving the other party a written seven (7) days’ notice of its intent to terminate. Client shall pay for all services rendered and all reimbursable costs incurred by Consultant up to the date of termination. Payment to Consultant shall be made within 30 days of the date of termination.

4.3. INSURANCE: Consultant will purchase and maintain such insurance as is reasonable and necessary for the Services being performed. The insurance required by this section shall include the coverage and be written for not less than the limits of liability and coverage as hereinafter provided, or as required by law, whichever is greater.

Workers Compensation:	Statutory Limits in state where Project is located
Commercial Gen. Liability:	\$1,000,000 per occurrence \$1,000,000 general aggregate
Professional Errors and Omissions:	\$1,000,000 per claim \$1,000,000 general aggregate

Upon Client's request, Consultant shall deliver to Client certificates of insurance evidencing the coverage set forth above.

- 4.4. OPINIONS OF COST:** Consultant's opinions of probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Client requires greater assurance as to probable Construction Cost, Client must employ an independent cost estimator.
- 4.5. STATUS DURING CONSTRUCTION:** If Construction Observation is included in the scope of services, the Consultant shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to inform the Client of observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Construction Contract Documents or any applicable laws, codes, rules or regulations.

5. MISCELLANEOUS PROVISIONS:

- 5.1. MUTUAL WAIVERS:** To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Client and to all construction contractors and subcontractors on construction related to any services provided, due to Consultant's negligent acts, errors, or omissions, shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.

- 5.2. CODE COMPLIANCE:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement issued by Client to Consultant. Design changes made necessary by newly enacted laws, codes and regulations after the Agreement date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation based upon Consultant's Standard Fee Schedule in effect when the work is completed. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over a Project under this Agreement, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.
- 5.3. DISPUTE RESOLUTION:** The Parties agree to submit all disputes between them to formal non-binding mediation prior to exercising their rights under the Agreement or under law.
- 5.4. SEVERABILITY:** Any term or provision of this Agreement found to be invalid or unenforceable under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
- 5.5. ASSIGNMENT:** Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- 5.6. GOVERNING LAW and JURISDICTION:** Client and Consultant agree that the Contract Documents and any legal actions concerning their validity, interpretation and performance shall be governed by the laws of the State in which the project is located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services as of the date first above written.

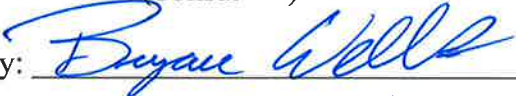
<p><u>Woodbury County</u> (Client)</p> <p>By: _____</p> <p>Title: _____ (Authorized signature and Title)</p> <p>Date: _____</p> <p>Address: <u>620 Douglas Street</u></p> <p>City: <u>Sioux City, IA 51101</u></p> <p>Phone: _____</p>	<p>DeWild Grant Reckert and Associates Company d/b/a DGR Engineering (Consultant)</p> <p>By: <u></u></p> <p>Title: <u>Vice President</u> (Authorized signature and Title)</p> <p>Date: <u>3/21/20</u></p> <p>Address: <u>6115 Whispering Creek Drive</u></p> <p>City: <u>Sioux City, IA 51106</u></p> <p>Phone: <u>712-266-1554</u></p>
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EXHIBIT A

Scope of Work

DGR Engineering (Consultant) agrees to provide to: Woodbury County (Client) the professional services described below for the Project identified below.

PROJECT NAME: Woodbury County Jail Offsite Infrastructure Improvements

PROJECT DESCRIPTION: Survey, Civil Design, Bid Phase, Construction Administration, Observation and Staking Services for Offsite Infrastructure Improvements to support a new jail located at 3701 28th Street, Sioux City, Iowa.

DGR CONTACT PERSON: Bryan Wells

CLIENT CONTACT PERSON: Rocky De Witt

SCOPE OF WORK: The following work tasks are anticipated for the project. The exact scope of work for each work task is unknown at this time and will be further developed and coordinated with the County and the City. Only an estimate of fees can be provided at this time.

Task 1 – 28E Preparation between County and City. Consultant to assist the Client in drafting a 28E Agreement between County and City based on conversations and understandings that have taken place over the last several weeks between these entities. This draft 28E agreement will then be provided to each entity and their legal counsel for review and approval. Additional conversations and/or meetings are expected to be had over the next month to continue the understanding of each entities work and cost share responsibilities in order for the County to develop an approximate 38 acre parcel for a new jail and the adjacent streets and infrastructure to support it. Fee estimate of \$15,000.

Task 2 – Administration/Meetings. Consultant to coordinate and meet with various entities during and throughout the design of the project including but not limited to County, Woodbury Law Enforcement Center Authority, City (several depts), WCICC, Architectural Team (GGA), Private Utility Owners (MEC Electric, MEC Gas, ICN, etc.), Property Owners, etc. to further develop the overall scope of work, discuss the design details and identify the responsibilities of each entity. A project schedule will also be discussed so proper planning can be achieved by each entity. Fee estimate of \$20,000.

Task 3 – Topo and Boundary Survey. A preliminary topographic survey will be prepared along 28th Street from Business Highway 75 to Outer Drive (approx. 6,600 LF) and extend to existing right of way lines to be used for design of the proposed improvements. Additionally, topo survey will be collected along Outer Drive south of 28th Street where a westbound left turn lane is anticipated (to be confirmed via Traffic Study recommendations). Survey (topo and boundary) will also be collected/updated on the proposed gravity sanitary sewer route to serve 3701 28th Street. This route is expected to run between 3000 Highway 75 N; and 2900 and 2830 Hwy 75 N and then across the City owned property of 3500 28th Street. Property easement plats will be prepared for City's use in acquiring the needed easements. Fee estimate of \$28,000.

Task 4 – Civil Design. Consultant to design offsite infrastructure improvements and prepare plans (typical sections, bid items and ERI notes, removal plans, construction plan/profile including utility design, intersection details, erosion/sediment control plans, traffic control and staging plans, utility details and cross sections) and specifications for the assumed following areas (to be further determined and coordinated with County and City):

- 28th Street from Business Highway 75 to Outer Drive (approx. 6,600 LF).
 - Potential addition of turn lanes (pending recommendations of a traffic study) at the following locations:
 - 28th Street at Business Highway 75,
 - 3701 28th Street, Jail site at the two (2) proposed driveways,
 - 28th Street at Outer Drive,
 - Outer Drive, westbound left turn lane onto 28th Street
 - West portion of 28th Street (3,100 LF) is currently paved (HMA/PCC section). It is a combination of a rural section (with ditches) and urban section (with curb and gutter). Width varies. Anticipate to mostly Use As Constructed with potential for HMA mill/overlay due to condition issues with the likely exception at the east end paving that will need to be removed/replaced with the grade lowered to improve ride and sight distance to proposed jail driveways.
 - Middle gravel portion to be paved (approx. 2,800 LF). City requests to bid out PCC and HMA paving options. Each with granular subbase and subdrains. Rural or Urban section to be further reviewed with City.
 - East portion (700 LF) is paved however it is narrow around the curve (approx. 25 feet wide) and is expected to be impacted by the need to extend water main through this area (and potentially adding turn lane) so this section is expected to be removed and replaced with a wider section.
 - Utility improvements along 28th Street are anticipated to include the following:
 - Water main – Extend existing 8” water main (installed 1960) from dead end at west edge of existing paving with a new 12” water main to connect to the existing 16” stub just west of Outer Drive.
 - Storm Sewer – Existing 72” RCP culvert under 28th Street at low point. Review capacity and model hydrology to review if an additional pipe is needed to keep major storm event flows from topping the roadway.
 - Fiber line – Existing fiber main connection point is at the northeast corner of Highway 75 and 28th Street. Fiber conduits and handholes will need to be extended from this point to the jail site.
 - Lighting, gas and electric service to the site will be coordinated with MidAmerican Energy.
- Gravity Sanitary Sewer Main Improvements. Since the property at 3701 28th Street is located in the valley, gravity sanitary sewer will need to be provided from a lower point along Highway 75 northwest of the site. The sanitary sewer main will run along the existing drainage way between properties of 3000 Highway 75 N; and 2900 and 2830 Hwy 75 N and then across the City owned property of 3500 28th Street and the jail site at 3701 28th Street to ultimately a location on the south side of 28th Street across from the jail site. This sewer will then be available to serve the many acres of currently undeveloped property south of 28th Street. The distance of new sanitary sewer main is approximately 4,700 LF. Iowa DNR permitting will be required. Consultant to prepare permits. Fees by City.
- Civil design fee estimate of \$165,000. Add for Geotechnical Engineering (soil borings) by others.

Task 5 – Bid Phase. Consultant will assist County during the solicitation for bids for an assumed one (1) bid letting for infrastructure improvements on 28th Street (and adjacent streets of Outer Drive, if necessary) and sanitary sewer improvements along the drainage way north and east of 3701 28th Street. Consultant to prepare Notice to Public Hearing (County to publish), Notice to Bidders, reproduce plans, specifications, and contract documents; and attend the bid letting. Contractor questions on the documents and distribution of plans and specifications will be handled by Consultant. Bids received by the County will be examined for completeness and accuracy, and a recommendation, including tabulation of bids, will be made by the Consultant to the County for award of the construction contract. City staff will be asked to concur on the

award prior to County approval. An Engineer's Opinion of Probable Costs for the project will be provided to the County to use as a basis for bid evaluation. Consultant shall submit a form of agreement to the successful bidder for execution, subject to review and approval by County's legal staff. Estimate fee of \$5,000.

Task 6, 7 and 8 – Construction Administration, Observation and Staking

Because of factors beyond the control of the Consultant, such as: capability of the contractor, speed at which the contractor progresses, weather, traffic, construction staging, property owner questions/needs, etc., the Consultant can only provide an estimated number of hours for construction services. The following assumptions shall be used in preparing an estimate for construction services:

- Construction Administration, Observation and Staking services are assumed to take place over one (1) construction season in 2021 totaling 6 months (May – October).
- Construction administration and observation services are based on an assumed 3 hours per week of Engineer time and 40 hours per week of observation time on the project. Consultant shall keep a record or log of contractor construction activities, including notations on the nature and cost of any extra work or changes ordered during construction.
- Consultant will perform the following typical list of services during construction:
 - Review shop drawings.
 - Conduct preconstruction conference and send out meeting minutes.
 - Engineer to make periodic visits to the site to review progress and assist Project Observer with questions.
 - Observer will make measurements required to determine the work completed by the Contractor for the purpose of progress payments.
 - Observer to keep record or log of Contractor construction activities, including notations of the nature and cost of any extra work or changes ordered during construction.
 - Prepare change orders and progress payments.
 - Conduct a final construction review and generate punch list.
 - Revise project plans to reflect changes in the project which occur during construction and furnish City with these records drawings to update GIS system.
 - Be available for consultation to all team members.
 - Provide vertical control to Contractor during construction.
 - Provide GPS grading files to grading contractor for use in grading work.
 - Provide horizontal control to Contractor during construction for water main consisting of stakes at Contractor requested offsets at each valve, fitting, and hydrant and at 50 foot intervals in between.
 - Provide horizontal and vertical control to the Contractor for sanitary sewer and storm sewer consisting of 2 hubs at each manhole or inlet and stakes at Contractor requested offsets at 25 and 50 feet from each manhole and at 100 foot intervals thereafter for installation using laser level methods.
 - Provide horizontal control to Contractor during construction of fiber line and handholes consisting of stakes at Contractor requested offsets and at each handhole.
 - Set paving hubs at edge of paving or back of curb for the street at 25 foot intervals for fine grading and paving. Hubs will be set at radius points and midpoints for intersection paving.
- Construction Administration, Observation and Staking fee estimate of \$165,000. Add for material testing (compaction and PCC/HMA material testing) by others.

FEE ARRANGEMENT: All above tasks will be billed at the Hourly Fee Schedule then in effect. A copy of the current Hourly Fee Schedule is attached as Exhibit B.

The Engineer's compensation is conditioned on the time to complete construction not exceeding 12 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

SCHEDULE: To be determined.

SPECIAL TERMS AND CONDITIONS: None.

EXHIBIT B

DGR ENGINEERING

JANUARY 2020

HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$93	\$54	\$48
02	\$98	\$59	\$50
03	\$103	\$64	\$54
04	\$109	\$68	\$58
05	\$118	\$72	\$62
06	\$130	\$76	\$66
07	\$140	\$81	\$70
08	\$150	\$87	\$76
09	\$162	\$93	\$82
10	\$173	\$98	\$88
11	\$185	\$103	\$96
12	\$197	\$108	\$108
13	\$210	\$114	\$125
14	\$216	\$122	\$154
15	\$222	\$132	\$202

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at \$0.80 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.

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

**#11 a
& b**

Date: 3/31/20

Weekly Agenda Date: 4/7/20

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

WORDING FOR AGENDA ITEM:

Zoning Ordinance Map Amendment, Public Hearing and Ordinance 2nd Reading

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board of Supervisors held a public hearing on 3/31/20 and approved an application to amend the Zoning District Map and change the zoning district designation for parcel #894634200010 from Agricultural Presentation to Agricultural Estates. Following the public hearing, the Board proceeded to adopt an ordinance approving the amendment to the zoning district map and held the 1st reading of ordinance. The Board will hold another public hearing on the zoning district map amendment and will conduct the 2nd reading of the ordinance.

BACKGROUND:

Glenn and Staci Pry, owners of Parcel #894634200010 (1523 Charles Avenue, Lawton, IA 51030) request to rezone their parcel from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District as they wish to split their parcel and then build a new house for a family member on the property subsequent to a minor subdivision procedure. The proposed minor subdivision would split this 10.5 acre parcel into two lots. Lot 1 would entail 3.45 acres and Lot 2 would include 7.05 acres where their existing residence is located. On 3/23/20 the Zoning Commission voted to recommend approval of the plat as proposed. The Board of Supervisors will review the minor subdivision application subsequent to the completion of this rezone request.

This property is located in a quarter-quarter section that already has two residences. According to Section 3.01 of the Woodbury County Zoning Ordinance, "not more than two residences shall be allowed on any quarter-quarter section (nominally 40 acre) tract; if a property owner wishes to subdivide to create more than two parcels on a quarter-quarter section, concurrently with the platting process the zoning designation should be changed from the AP Zoning District to an appropriate classification" (p. 24). The AE Zoning District is designed for this type of proposal as its purpose is "to provide for a limited increase in the amount of small acreage development, including a controlled expansion of residential uses in appropriate locations throughout the county" (Section 3.01-2, p. 24).

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

Approve 2nd reading of the ordinance. Waive the 3rd reading. Adopt as proposed.

ACTION REQUIRED / PROPOSED MOTION:

Open/close public hearing, then motion to approve the zoning district map amendment.

Conduct the 2nd reading of the ordinance. Motion to approve the 2nd reading, waive the 3rd reading, and adopt as proposed.

ORDINANCE NO. _____

**A ZONING DISTRICT DESIGNATION MAPPING AMENDMENT
TO THE WOODBURY COUNTY, IOWA ZONING ORDINANCE**

WHEREAS the Board of Supervisors of Woodbury County, Iowa, adopted a Zoning Ordinance on July 22, 2008, by Resolution No. 10,455 being recorded in the Office of the Woodbury County Recorder, and

WHEREAS the Woodbury County Zoning Commission has received a report in respect to amending said Ordinance from the Woodbury County Zoning Commission which held hearings on the amendment; all as by law provided. Which the amendment is attached hereto marked item One (1), and hereby made a part hereof; and

WHEREAS the Woodbury County Board of Supervisors has received said report, studied and considered the same, and has held hearings on said amendment, all as by law provided; and

WHEREAS the Woodbury County Board of Supervisors has concluded that the said ordinance shall amend the aforesaid Zoning Ordinance;

NOW THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors, duly assembled, that the aforesaid Zoning District is amended as shown on said attached item One (1); and the previous zoning district designation shall be repealed upon the effective date of this amendment.

Dated this _____ day of April 2020.

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS:

Matthew A. Ung, Chairman

Keith Radig, Vice Chairman

Rocky De Witt

Marty Pottebaum

ATTEST

Patrick F. Gill, Auditor

Adoption Timeline
March 31, 2020: Public Hearing and 1st Reading
_____: Public Hearing and 2nd Reading
_____: Public Hearing, 3rd Reading and Ordinance Adoption

ITEM ONE (1)

Property Owner: Glenn L. Pry & Staci M. Pry, 1523 Charles Avenue, Lawton, IA 51030.

Petitioner Applicant: Glenn L. Pry & Staci M. Pry, 1523 Charles Avenue, Lawton, IA 51030.

Pursuant to Section 2.02:4 of the Woodbury County Zoning Ordinance, and in accordance with Section 335 of the Code of Iowa, the Woodbury County Zoning Commission held a public hearing on Monday, March 23, 2020, to review and make recommendation for an amendment to Woodbury County Zoning Ordinance and Mapping for the unincorporated area of Woodbury County, Iowa, as follows:

Amendment to rezone from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District for 10.50 more or less acres located in the NE ¼ of the NE ¼ in Section 34, T89N, R46W (Concord Township) in the County of Woodbury and State of Iowa. The property is known as GIS Parcel #894634200010.

PART OF THE N.E.1/4 OF THE N.E.1/4 OF SECTION 34, TOWNSHIP 89 NORTH, RANGE 46 WEST OF THE 5TH PRINCIPAL MERIDIAN, WOODBURY COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE N.E. CORNER OF SAID N.E.1/4 OF THE N.E.1/4; THENCE S.0°00'00"W. ALONG THE EAST LINE OF SAID N.E. 1/4 OF THE N.E.1/4 FOR 604.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S.0°00'00"W. ALONG SAID EAST LINE FOR 503.22 FEET; THENCE S.89°12'56"W. FOR 909.00 FEET; THENCE N.0°00'00"E. FOR 503.22 FEET; THENCE N.89°12'56"E. FOR 909.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10.50 ACRES INCLUDING COUNTY RIGHT OF WAY AND 9.97 ACRES EXCLUDING SAID RIGHT OF WAY. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RESTRICTIONS AND COVENANTS.

NOTE: THE EAST LINE OF SAID N.E.1/4 OF THE N.E.1/4 IS ASSUMED TO BEAR S.0°00'00"W.

Following the public hearing, the Zoning Commission voted unanimously to recommend approval of said request to the Woodbury County Board of Supervisors.

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

#11 c
& d

Date: 4/2/20 Weekly Agenda Date: 4/7/20

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

WORDING FOR AGENDA ITEM:

Approval of Final Plat for the Autumn Wind Addition, a Minor Subdivision

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

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

BACKGROUND:

Glenn L. Pry and Staci M. Pry, owners of property located in the NE ¼ of the NE ¼ of Section 34, T89N, R46W (Concord Township), on Parcel #894634200010 (1523 Charles Avenue, Lawton, IA 51030 - located about 3.1 miles northwest of Lawton and 2.6 miles east of Sioux City) requests for the Woodbury County Zoning Commission to review and the Board of Supervisors to approve the proposed Autumn Wind Addition, an Addition to Woodbury County. This proposal encompasses the creation of two lots with Lot One including 3.45 total acres and Lot Two including 7.05 total acres. The southeast portion of the property includes area within the General Floodplain District (Zone A). The property owner intends to build a new home on Lot 1 which also requires an amendment to the current zoning district designation from the AP to AE zoning district. The Zoning Commission and Board of Supervisors have held public hearings on the request, and on 4/7, the Board of Supervisors will conduct their 2nd and likely final reading of the ordinance amendment.

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

Receive the Zoning Commission's recommendation from their 3/23/20 meeting to approve the final plat.
Subject to public testimony received (if any), approve the plat and authorize the Chairman to sign the resolution.

ACTION REQUIRED / PROPOSED MOTION:

Motion to receive the Zoning Commission's recommendation from their 3/23/20 meeting to approve the final plat.
Motion to approve the Autumn Wind Addition, Minor Subdivision plat and authorize the Chairman to sign the resolution.

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

I, CHRIS ZELLMER ZANT, DO HEREBY CERTIFY THAT I AM THE CHAIRMAN OF THE WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA AND DO FURTHER CERTIFY THAT SAID COMMISSION HAS HERETOFORE TAKEN UNDER ADVISEMENT THE PLAT OF AUTUMN WIND ADDITION, WOODBURY COUNTY, IOWA, AND THAT SAID WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA DID ON THE 23rd DAY OF March, 2020 APPROVE THE SAME AND DOES FURTHER HEREBY RECOMMEND TO THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, IOWA, THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

DATED THIS _____ DAY OF _____, 2020.

CHRIS ZELLMER ZANT
CHAIRMAN
WOODBURY COUNTY ZONING COMMISSION OF
WOODBURY COUNTY, IOWA

**BOARD OF SUPERVISORS' RESOLUTION
RESOLUTION NO. _____**

RESOLUTION ACCEPTING AND APPROVING AUTUMN WIND ADDITION, WOODBURY COUNTY, IOWA.

WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE _____ DAY OF _____, 2020, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS AUTUMN WIND ADDITION, WOODBURY COUNTY, IOWA; AND

WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND

WHEREAS, THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND

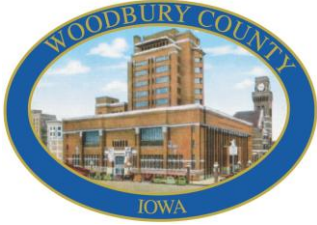
WHEREAS, THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF AUTUMN WIND ADDITION, WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNERS AND PROPRIETORS A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS _____ DAY _____, 2020.

MATTHEW UNG
CHAIRMAN
BOARD OF SUPERVISORS
WOODBURY COUNTY, IOWA

ATTEST: _____
PATRICK F. GILL
SECRETARY

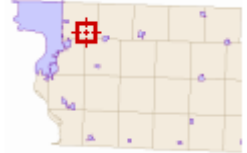


WOODBURY COUNTY COMMUNITY & ECONOMIC DEVELOPMENT

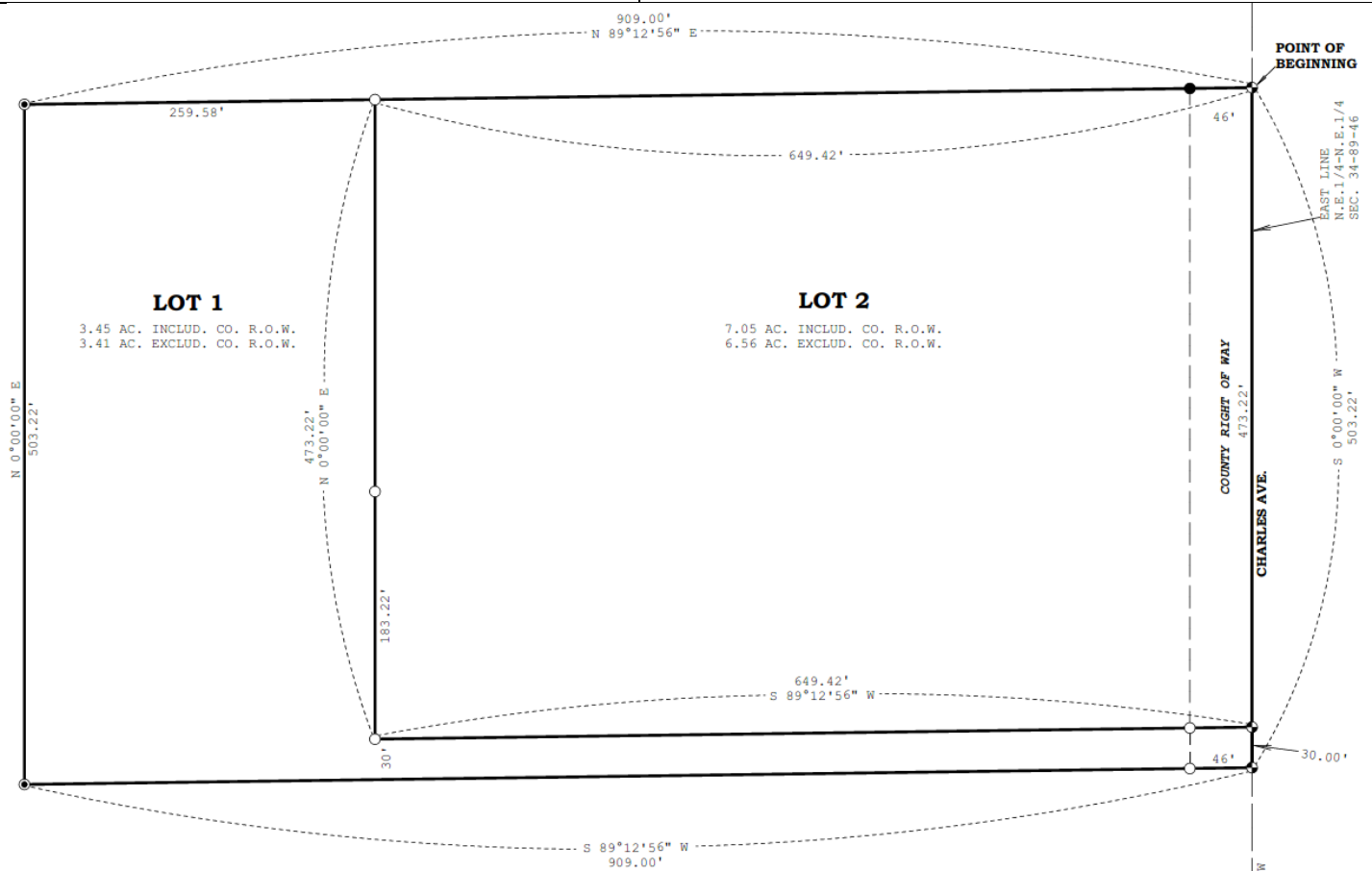
620 DOUGLAS STREET – SIOUX CITY, IA 51101

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

AUTUMN WIND ADDITION MINOR SUBDIVISION PROPOSAL SUMMARY



Glenn L. Pry and Staci M. Pry, owners of property located in the NE ¼ of the NE ¼ of Section 34, T89N, R46W (Concord Township), on Parcel #894634200010 (1523 Charles Avenue, Lawton, IA 51030 - located about 3.1 miles northwest of Lawton and 2.6 miles east of Sioux City) requests for the Woodbury County Zoning Commission to review and the Board of Supervisors to approve the proposed Autumn Wind Addition, an Addition to Woodbury County. This proposal encompasses the creation of two lots with Lot One including 3.45 total acres and Lot Two including 7.05 total acres. The southeast portion of the property includes area within the General Floodplain District (Zone A). The property owner intends to build a new home on Lot 1 which also requires the consideration of a Rezone from Agricultural Preservation (AP) to Agricultural Estates (AE) as not more than two homes are allowed in a 40 acre tract in the AP district as is allowed in the AE.



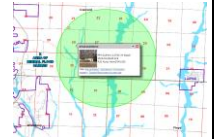
FACTS OF THE CASE

This proposed minor subdivision is to establish two lots out of Parcel #894634200010 located in the NE ¼ of the NE ¼ of Section 34, T89N, R46W (Concord Township), on (1523 Charles Avenue, Lawton, IA 51030 - located about 3.1 miles northwest of Lawton and 2.6 miles east of Sioux City) for the purposes of building a new home.

Lot One includes 3.45 total acres and Lot Two includes 7.05 acres. Both proposed lots meet the Zoning District Dimensional Standards of the Woodbury County Zoning Ordinance. Lot 1 has been surveyed as a flag lot due to the location of existing structures and the natural features of the property including a pond. Both lots include MidAmerican Overhead Power easements. Lot 2 includes area within the General Floodplain (Zone A) floodplain. However, this area to the southeastern portion of the property is not located in the buildable area as it is primarily located in the lot setback zone.

EXTRATERRITORIAL REVIEW

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

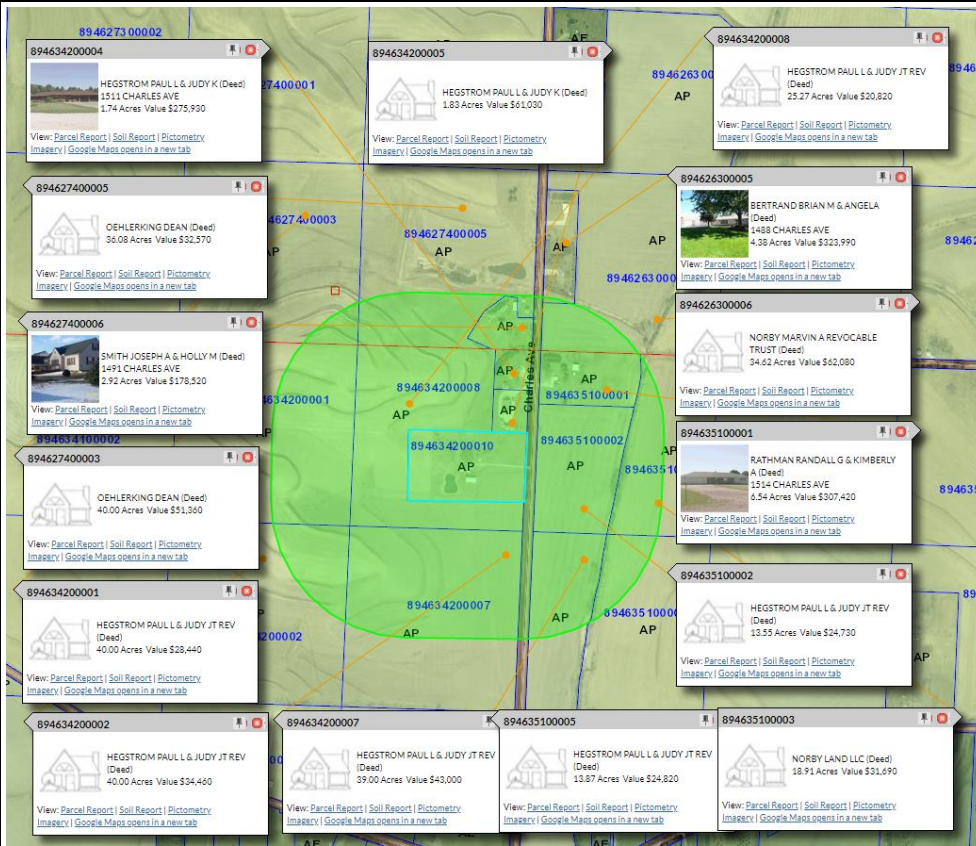


LEGAL NOTIFICATION

Published in the Sioux City Journal Legals Section on Friday, March 6, 2020.

Item Two (2)
PROPOSED MINOR SUBDIVISION: To be known as Autumn Wind Addition – a minor subdivision in a 10.50 acre portion of the NE ¼ of the NE ¼ of Section 34, T89N, R46W (Concord Township), on Parcel #894634200010, Woodbury County, Iowa. The parent parcel is located about 3.1 miles northwest of Lawton and about 2.6 miles east of Sioux City. Applicant(s): Glenn L. Pry & Staci M. Pry, 1523 Charles Avenue, Lawton, IA 51030.

PROPERTY OWNER NOTICE



The seven (7) property owners within 1,000'; and listed within the certified abstractor's affidavit; were notified by a March 5, 2020 letter of the public hearing. As of March 12, 2020, the Community & Economic Development office had not received written comment from any property owner owning property within 1,000'. When more comments are received after the printing of this packet, they will be provided at the meeting.

STAKEHOLDER ORGANIZATION	COMMENTS:
CENTURLINK:	CenturyLink does not have any facilities in the project area and has no objections to this amendment. Justin Melohn – 2/25/20
FIBERCOMM:	No comments.
IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR):	No comments.
LONGLINES:	No comments.
MAGELLAN PIPELINE:	No comments.
MIDAMERICAN ENERGY COMPANY:	I have reviewed the attached proposed rezoning for MidAmerican “electric”. There are no conflicts. Casey J. Meinen – 2/24/20
NATURAL RESOURCES CONSERVATION SERVICES (NRCS)	No comments.
NORTHERN NATURAL GAS:	Northern has no easements on that tract of land. Tom Hudson, 2/24/20
NORTHWEST IOWA POWER COOPERATIVE (NIPCO):	Have reviewed the location and have found NIPCO doesn't have any facilities in thru or adjacent to this property. Therefore, NIPCO is good to go with this rezoning request. Jayme Huber - 2/26/20
NUSTAR PIPELINE:	No comments.
SIOUXLAND DISTRICT HEALTH DEPARTMENT:	No comments.
WIATEL:	No comments.
WOODBURY COUNTY ASSESSOR:	No comments.
WOODBURY COUNTY CONSERVATION:	No comments.
WOODBURY COUNTY EMERGENCY SERVICES:	No comments. Gary Brown - 2/24/20
WOODBURY COUNTY EMERGENCY MANAGEMENT:	No comments.
WOODBURY COUNTY ENGINEER:	See statement below.
WOODBURY COUNTY RECORDER:	No comments.
WOODBURY COUNTY RURAL ELECTRIC COOPERATIVE (REC):	We have no concerns nor issues regarding the proposed rezoning. Kent Amundson – 2/24/20
WOODBURY COUNTY SOIL AND WATER CONSERVATION DISTRICT (WCSWCD):	The WCSWCD has no significant reservations regarding this property division. Landowner must ensure that soil erosion is controlled on the steep slope during and following construction of the new house. Neil Stockfleth – 2/24/20



Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Dan Priestley, Woodbury County Zoning Coordinator
David Gleiser, Woodbury County Community and Economic Development Director

From: Mark J. Nahra, County Engineer

Date: February 28, 2020

Subject: Autum Wind Addition – a minor subdivision application

The Secondary Road Department has reviewed the information provided for the above referenced conditional use permit application forwarded with your memo dated September 9, 2019.

I am offering the following comments for your consideration.

- We checked the closure on the plat and found it in compliance with the requirements for the full subdivision of 1 in 10,000 and 1 in 5,000 for each lot as required by Section 355.8 of the Code of Iowa.
- I reviewed the parcel for access. The proposed driveway near the south line of the property will provide adequate sight distance for access to the new Lot 1. The existing driveway is adequate for lot 2. When Lot 1 is ready to be developed, the drive will need to be permitted and built by the secondary road department.
- I have no other concerns or issues with this minor subdivision application.

If there are any more questions or issues that arise later, please contact this office.

Cc: File

STAFF RECOMMENDATION

The staff recommends approval of this minor subdivision proposal.

ZONING COMMISSION RECOMMENDATION

The Zoning Commission has reviewed this minor subdivision proposal at their March 23, 2020 meeting. The commissioners voted unanimously with five members present to recommend approval to the Board of Supervisors.

PARCEL #894634200010

Summary

Parcel ID 894634200010
 Alternate ID N/A
 Property Address 1523 CHARLES AVE
 LAWTON IA 51030
 34-89-46
 Sec/Twp/Rng N/A
 Brief Tax Description
 (Note: Not to be used on legal documents)
 695-6289 (12/22/2007)
 Deed Book/Page 9.81
 Gross Acres 9.81
 Net Acres 0
 Adjusted CSR Pts R - Residential
 Class (Note: This is for tax purposes only. Not to be used for zoning.)
 District N/A
 School District LAWTON BRONSON
 Neighborhood N/A
 Main Area Square Feet N/A



Owner

Deed Holder
 Prry Glenn L & Staci M
 1523 Charles Ave
 Lawton IA 51030

Contract Holder

Land

Lot Area 9.81 Acres ; 427,324 SF

Residential Dwellings

Residential Dwelling Single-Family / Owner Occupied
 Occupancy 1 Story Frame
 Style Ranch
 Architectural Style 2002
 Year Built Normal
 Condition Asph / Gable
 Roof
 Flooring Conc
 Foundation Vinyl
 Exterior Material Drwl
 Interior Material
 Brick or Stone Veneer 2,016 SF
 Total Gross Living Area None;
 Attic Type 5 above; 3 below
 Number of Rooms 2 above; 1 below
 Number of Bedrooms Full
 Basement Area Type 2,016
 Basement Area 1,340 - Living Qtrs. (Multi)
 Basement Finished Area
 Plumbing 2 Base Plumbing (Full ; 1 Bath Sink; 1 Extra Tub or Shower; 1 Whirlpool Bathroom;
 Appliances 1 Oven - Single; 2 Dishwasher;
 Central Air Yes
 Heat FHA - Gas
 Fireplaces
 Porches 15 Frame Open (144 SF);
 Decks
 Additions
 Garages 384 SF - Att Frame (Built 2002);
 880 SF (22F W x 40F L) - Det Frame (Built 1940);
 Main Area Square Feet 2016



Agricultural Buildings

Plot #	Type	Description	Width	Length	Year Built	Building Count
0	Barn - Flat	BARN	36	70	1930	1
0	Milk House	MILK HSE	10	12	1950	1

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
12/22/2007	PRY ALLEN L	PRY GLENN L & STACI M	695/6289	SALE BETWEEN FAMILY MEMBERS	Deed		\$124,000.00
3/22/2005	PRY ALLEN & MARY	PRY ALLEN L	673/1773	NO CONSIDERATION	Deed		\$0.00

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

[Recording: 695/6289 - Parcel: 894634200006](#)
[Recording: 695/6289 - Parcel: 894634200009](#)
[Recording: 673/1773 - Parcel: 894634200006](#)
[Recording: 673/1773 - Parcel: 894634200009](#)

TOPOGRAPHY & FLOODPLAIN ZONE A



SOIL

Legend

— Roads

Soils

- 0.000000 - 5.000000
- 5.000001 - 20.000000
- 20.000001 - 30.000000
- 30.000001 - 40.000000
- 40.000001 - 50.000000
- 50.000001 - 60.000000
- 60.000001 - 70.000000
- 70.000001 - 80.000000
- 80.000001 - 90.000000
- 90.000001 - 100.000000

Parcel CSR2 Report

Processed on: 02/21/2020 13:05:25
Configuration: 2019

Parcel Number: 894634200010
Location: Section 34, Concord
Deed Holder: PRY GLENN L & STACI M
Contract Holder:
Legal Description:
Mailing Address: 1523 CHARLES AVE LAWTON OK 73030
Property Address: CHARLES AVE LAWTON

Gross Acres: 9.81
ROW Acres: 0.00
Gross Taxable Acres: 9.81
Exempt Acres: 0.00
Net Taxable Acres: 9.81 (Gross Taxable Acres - Exempt Land)

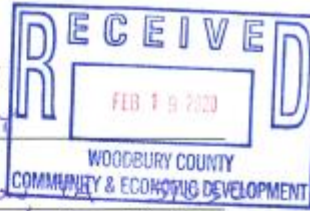
Average CSR2: 53.496 (524.80 CSR Points / 9.81 Gross Taxable Acres)
Assessed Land Value: \$18,279
Net Land Value: \$18,279

Summary									
Description	Acres	CSR2	Rate	Adjusted Value					
				CSR2 Points	Value	CSR2 Points	Non Crop Value Reduction	Assessed Land Value	Net Land Value
100% Value	9.81	53.496	\$34.830	524.80	\$18,279	524.80	\$0	\$18,279	\$18,279
Total	9.81	53.496	\$34.830	524.80	\$18,279	524.80	\$0	\$18,279	\$18,279

Details									
Description	SMS	Soil Name	CSR2	Unadj. Acres	Unadj. CSR2 Pts.	Spot & Line Acres	Adj. Acres	Non Crop CSR2P Reduct	Adj. CSR2 Pts.
100% Value	170E	Napier-Castana silt loams, 9 to 20 percent slopes	56	2.55	142.80	0.00	2.55	0.00	142.80
100% Value	1E3	Ida silt loam, 14 to 20 percent slopes, severely eroded	18	3.14	56.52	0.00	3.14	0.00	56.52
100% Value	701	Wilsey silt loam, 0 to 2 percent slopes, occasionally flooded	79	4.12	325.48	0.00	4.12	0.00	325.48
Total				9.81	524.80	0.00	9.81	0.00	524.80

APPLICATION

WOODBURY COUNTY, IOWA
MAJOR SUBDIVISION APPLICATION



Applicant: GLENN L. PRY / STACI M. PRY
Name of Owner

Mailing Address: 1523 CHARLES AVE LAWTON IA 51030
Street City or Town State and Zip + 4

Property Address: 1523 CHARLES AVE LAWTON IA 51030
Street City or Town State and Zip + 4

Ph/Cell #: 712 490-5638 E-mail Address: gspry-family@aol.com

To subdivide land located in the NE-NE Quarter of Section 34-89-46

Civil Township CONCORD GIS Parcel # 894634200010

Name of Subdivision: AUTUMN WIND ADDITION

Subdivision Area in Acres 10.50 Number of Lots 2

AP

Attachments:

- 1. Ten (10) copies of grading plans; if required. NO GRADING
- 2. Twenty six (26) copies of preliminary plats (Complete per Section 4.01 of the Subdivision Ordinance).
- 3. An attorney's opinion of the abstract.
- 4. A Certified abstractor's certificate to include:
 - a. Legal description of proposed subdivision.
 - b. Plat showing clearly the boundaries of the subdivision.
 - c. A list of names, mailing addresses (including the ZIP + 4), and legal descriptions of all property owners within 1000'.
- 5. Fifteen (15) copies of the final plats (Complete per Section 9 of the Subdivision Ordinance).

Surveyor: ALAN L. FAGAN Ph/Cell: 712-539-1471

Attorney: ROBERT REHAN Ph/Cell: 255-1085

I hereby grant permission to the Woodbury County Zoning Staff and elected or appointed officials to conduct on-site inspections.

Owner's Signature: [Signature] 2-18-20
ALAN FAGAN FOR GLENN PRY

For Office Use Only Zoning Director: _____

Zoning District AP Flood District X Date _____ No. 6522

Fee: Preliminary Plat-4 lots or less	\$200	_____
Preliminary Plat-more than 4 lots	\$250 plus \$5.00 per lot	_____
<input checked="" type="checkbox"/> Final Plat-4 Lots or less	<u>\$200</u>	<u>\$ 200</u>
Final Plat-more than 4 lots	\$250 plus \$5.00 per lot	_____

FINAL PLAT
AUTUMN WIND ADDITION
TO
WOODBURY COUNTY, IOWA

SURVEYOR'S DESCRIPTION:
PART OF THE N.E.1/4 OF THE N.E.1/4 OF SECTION 34, TOWNSHIP 89 NORTH, RANGE 46 WEST OF THE 5TH PRINCIPAL MERIDIAN, WOODBURY COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE N.E. CORNER OF SAID N.E.1/4 OF THE N.E.1/4; THENCE S.0°00'00"W. ALONG THE EAST LINE OF SAID N.E.1/4 OF THE N.E.1/4 FOR 604.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S.0°00'00"W. ALONG SAID EAST LINE FOR 503.22 FEET; THENCE S.89°12'56"W. FOR 909.00 FEET; THENCE N.0°00'00"E. FOR 503.22 FEET; THENCE N.89°12'56"E. FOR 909.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10.50 ACRES INCLUDING COUNTY RIGHT OF WAY AND 9.97 ACRES EXCLUDING SAID RIGHT OF WAY. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RESTRICTIONS AND COVENANTS.

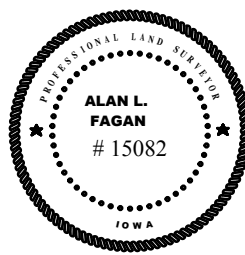
NOTE: THE EAST LINE OF SAID N.E.1/4 OF THE N.E.1/4 IS ASSUMED TO BEAR S.0°00'00"W.

SURVEYOR'S CERTIFICATE:

I, ALAN L. FAGAN, A DULY LICENSED LAND SURVEYOR UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF IOWA, HOLDING CERTIFICATE NO. 15082, DO HEREBY CERTIFY THAT THE SUBDIVISION PLAT OF AUTUMN WIND ADDITION, WOODBURY COUNTY, IOWA, IS A TRUE REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE SAME IS LOCATED UPON AND COMPRISES THE WHOLE OF THE ATTACHED DESCRIBED PROPERTY.

I DO HEREBY CERTIFY THAT THERE ARE CONTAINED IN SAID DESCRIPTION THE LOTS AND STREETS DESCRIBED IN THE ADDITION PLATTED; THAT THE SAME ARE OF THE DIMENSIONS, NUMBERS, NAMES AND LOCATIONS AS SHOWN ON SAID PLAT AND THAT IRON STAKES WERE DRIVEN AT EACH CORNER OF EVERY LOT AND TRACT EXCEPT AS NOTED ON SAID PLAT.

DATED AT SIOUX CITY, IOWA _____, 2020.



ALAN L. FAGAN
IOWA NO. 15082

LICENSE RENEWAL DATE: DECEMBER 31, 2021

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT GLENN L. PRY AND STACI M. PRY, HUSBAND AND WIFE, JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON, THE OWNERS OF THE REAL ESTATE DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, HAVE IN THE PURSUANCE OF LAW, CAUSED SAID DESCRIBED REAL ESTATE TO BE SURVEYED, STAKED AND PLATTED INTO LOTS AND STREETS, AS IS PARTICULARLY SHOWN AND SET FORTH IN THE ATTACHED PLAT AND SAID CERTIFICATE OF ALAN L. FAGAN, A LICENSED SURVEYOR WHO SURVEYED AND PLATTED THE REAL ESTATE TO BE KNOWN AS AUTUMN WIND ADDITION, WOODBURY COUNTY, IOWA, AND THAT THE SAME IS PREPARED WITH THE FREE CONSENT AND ACCORDANCE WITH THE DESIRES AS OWNERS AND PROPRIETORS THEREOF.

EXECUTED AT _____, IOWA, THE ___ DAY OF _____, 2020.

GLENN L. PRY

STACI M. PRY

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA : :SS
WOODBURY COUNTY: :

ON THIS _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED GLENN L. PRY AND STACI M. PRY, HUSBAND AND WIFE, TO ME KNOWN TO BE THE PERSONS NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR VOLUNTARY ACT AND DEED.

NOTARY PUBLIC

TREASURER'S CERTIFICATE OF TAXES AND SPECIAL ASSESSMENTS

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

DATED _____

MIKE CLAYTON
TREASURER,
WOODBURY COUNTY, IOWA

COUNTY ENGINEER'S CERTIFICATE

I, MARK NAHRA, P.E. COUNTY ENGINEER FOR WOODBURY COUNTY, IOWA, DO HEREBY CERTIFY THAT THE BOUNDARY LINES OF THE PLAT AND LOTS THEREIN WERE MATHEMATICALLY CHECKED AND CONFORM WITH THE REQUIREMENTS AS PROVIDED FOR IN THE SUBDIVISION ORDINANCE, THAT ALL DIMENSIONS BOTH LINEAL AND ANGULAR NECESSARY FOR THE LOCATION OF LOTS, TRACTS, STREETS, ALLEYS AND EASEMENTS ARE SHOWN.

MARK NAHRA, P.E.
COUNTY ENGINEER
WOODBURY COUNTY, IOWA

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

I, CHRIS ZELLMER ZANT, DO HEREBY CERTIFY THAT I AM THE CHAIRMAN OF THE WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA AND DO FURTHER CERTIFY THAT SAID COMMISSION HAS HERETOFORE TAKEN UNDER ADVISEMENT THE PLAT OF AUTUMN WIND ADDITION, WOODBURY COUNTY, IOWA, AND THAT SAID WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA DID ON THE _____ DAY OF _____, 2020 APPROVE THE SAME AND DOES FURTHER HEREBY RECOMMEND TO THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, IOWA, THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

DATED THIS _____ DAY OF _____, 2020.

CHRIS ZELLMER ZANT
CHAIRMAN
WOODBURY COUNTY ZONING COMMISSION OF
WOODBURY COUNTY, IOWA

AUDITOR'S APPROVAL OF SUBDIVISION NAME OR TITLE

THE COUNTY AUDITOR HEREBY ACCEPTS AND APPROVES THE NAME OF AUTUMN WIND ADDITION, WOODBURY COUNTY, IOWA, FOR USE IN WOODBURY COUNTY, IOWA AS REQUIRED BY IOWA CODE SECTION 354.6(2).

DATED _____, 2020.

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

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):	34 T. 89 N., R. 46 W.
ALIQUOT PART:	PART OF THE N.E.1/4-N.E.1/4
CITY:	
SUBDIVISION:	
BLOCK(S):	
LOT(S):	
PROPRIETOR(S):	GLENN L. PRY AND STACI M. PRY, HUSBAND AND WIFE
REQUESTED BY:	GLENN L. PRY

OWNERS/SUBDIVIDERS

GLENN L. PRY
STACI M. PRY

SURVEYOR
ALAN L. FAGAN

SETBACKS
FRONT YARD - 75'

SIDE YARD - 20'
ACCESSORY STRUCTURE - 10'

REAR YARD - 50'
ACCESSORY STRUCTURE - 10'

AUDITOR AND RECORDER'S CERTIFICATE OF RECORDING

STATE OF IOWA : : SS
COUNTY OF WOODBURY:

DOCKET NO: _____

FILED FOR RECORD, THIS _____ DAY OF _____,

2020, AT _____ O'CLOCK ____ M. RECORDED IN PLAT ENVELOPE

_____, INDEXED AND DELIVERED TO THE

COUNTY AUDITOR OF WOODBURY COUNTY, IOWA.

DATED _____

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

TITLE OPINION

TO: COUNTY AUDITOR AND RECORDER
WOODBURY COUNTY, IOWA

Dear Sir:

We have this date examined a complete abstract of title, pursuant to Iowa Code Section 354.11(3), to the property described in the Surveyor's Certificate on the Plat of "Autumn Wind Addition to Woodbury County, Iowa" described more particularly as:

Part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Forty-six (46) West of the 5th Principal Meridian, Woodbury County, Iowa, described as follows: Commencing at the Northeast corner of said Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼); thence South Zero Degrees Zero Minutes Zero Seconds (S 0°00'00") West, along the East line of said Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) for Six Hundred Four and Seventy-two Hundredths Feet (604.72') to the Point of Beginning; thence continuing South Zero Degrees Zero Minutes Zero Seconds (S 0°00'00") West, along said East line for Five Hundred Three and Twenty-two Hundredths Feet (503.22'); thence South Eighty-nine Degrees Twelve Minutes Fifty-six Seconds (S 89°12'56") West, for Nine Hundred Nine Feet (909.00'); thence North Zero Degrees Zero Minutes Zero Seconds (N 0°00'00") East, for Five Hundred Three and Twenty-two Hundredths Feet (503.22'); thence North Eighty-nine Degrees Twelve Minutes Fifty-six Seconds (N 89°12'56") East, for Nine Hundred Nine Feet (909.00') to the Point of Beginning. Containing 10.50 Acres including County Right of Way and 9.97 Acres excluding said Right of Way.

NOTE: The East line of said N.E. ¼ of the N.E. ¼ is assumed to bear S.0°00'00"W.

Said abstract of title was last certified by Engleson Abstract Co., Inc. dated _____, 2020 at 8:59 o'clock a.m. and from said abstract find good and merchantable title to said premises vested in Glenn L. Pry and Staci M. Pry, husband and wife, the proprietors, free and clear of all mortgages, liens and other encumbrances, except the following:

1) Mortgage from Glenn L. Pry and Staci M. Pry, husband and wife to Mortgage Electronic Registration Systems, Inc., as nominee for Siouland Federal Credit Union dated June 3, 2015, filed August 31, 2015 on Roll 742, Image 10442.

The mortgage is a re-record of the mortgage filed on Roll 741, Image 5122. □

2) Survey filed April 24, 2001 on Roll 487, Image 1986.

3) Zoning Regulations from the Woodbury County Board of Supervisors to The Public, dated January 11, 1971, filed March 5, 1971, and recorded in Book 1263, Pages 9 to 78,

4) Resolution No. 6332 of Woodbury County Board of Supervisors dated May 12, 1977, and filed in the Office of the County Recorder, Woodbury County, Iowa, on Roll 62, Image 2118 and 2119, and Resolution No. 6333 of Woodbury County Board of Supervisors dated May 12, 1977 and filed in the office of the County Recorder, Woodbury County, Iowa, on Roll 62, Image 2120 and 2121.

5) Notice of filing of soil and water resource conservation plan filed for record July 29, 1992, and recorded in Roll 266, Image 2343.

6) Resolution No. 9460 filed December 12, 2000 on Roll 475, Image 935.

7) Resolution #10,455 filed August 29, 2008 on Roll 699, Image 7213.

8) Resolution #10,456 filed August 29, 2008 on Roll 699, Image 7313.

9) Right of Way Agreement filed September 4, 1941 in Book 154 Misc., Page 403 in connection with a gas line.

10) Basement filed August 30, 1989 on Roll 220, Image 116 in connection with an electric line. □

11) Agreement filed July 8, 2013 on Roll 730, Image 7419 in connection with a financial incentive program for soil erosion control.

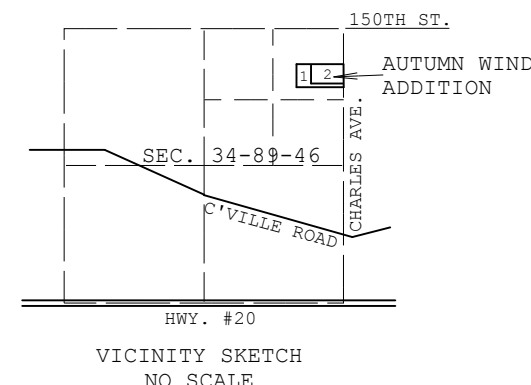
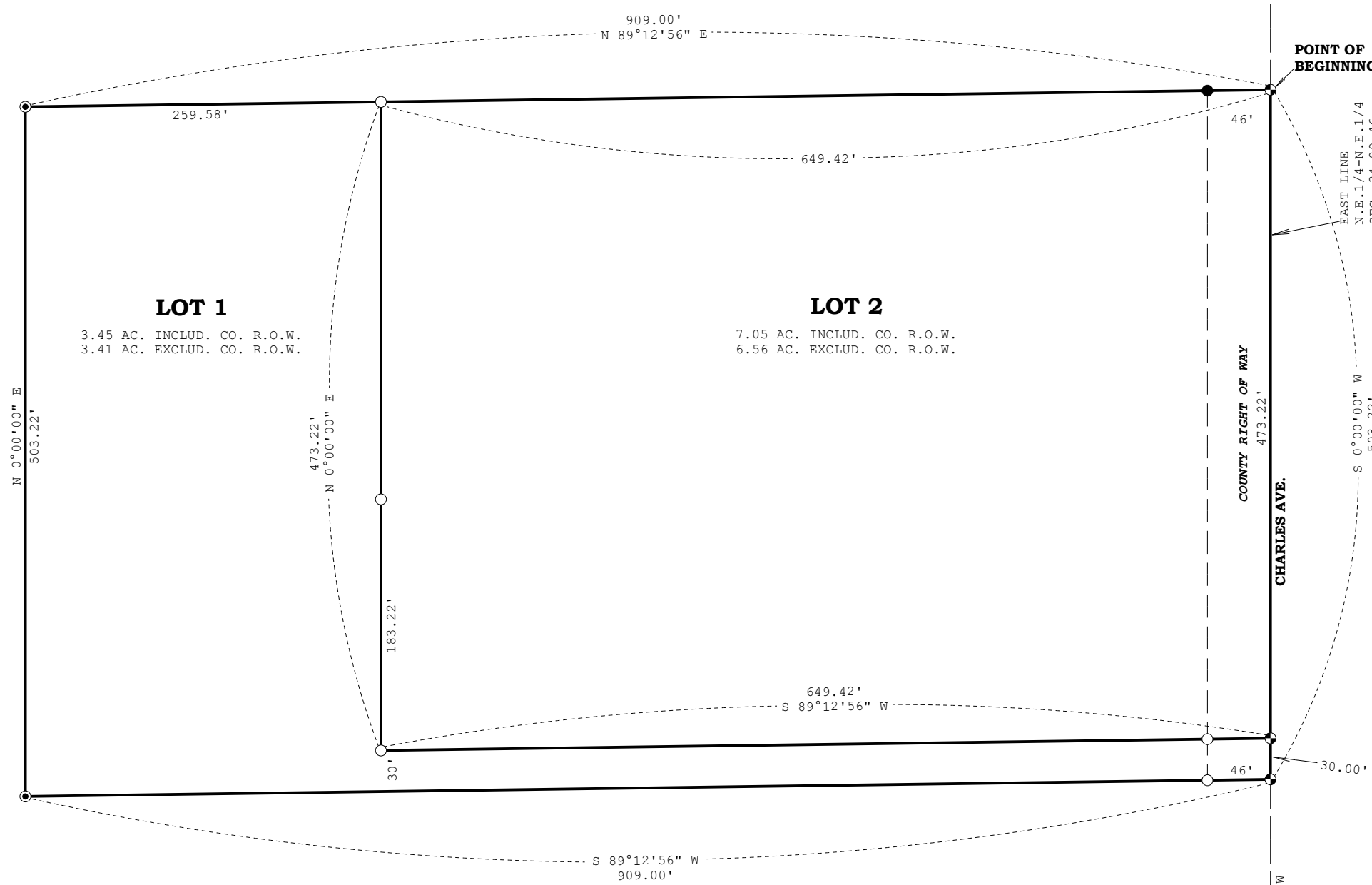
12) Matters set forth upon the final plat of Autumn Wind Addition. □

13) All certified real estate taxes and special assessments due and payable have been paid. Real estate taxes and special assessments not certified are a lien in an undetermined amount.

Dated: _____, 2020.

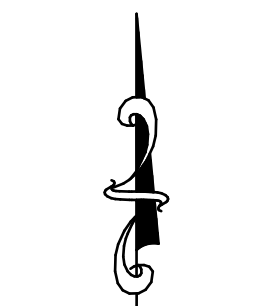
ROBERT J. REHAN
Attorney at Law

TOTAL ACRES
10.50 ACRES INCLUD. CO. R.O.W.
9.97 ACRES EXCLUD. CO. R.O.W.



MONUMENTS

- = 5/8" PIN FOUND
- = 1/2" YELLOW CAPPED REBAR #10570 FOUND
- = 1/2" YELLOW CAPPED REBAR #15082 SET
- ◆ = MAG SPIKE WITH WASHER #15082 SET



SCALE 1"=100'
0 50 100
34-89-46 NE FINAL
2020 (10)

BOARD OF SUPERVISORS' RESOLUTION RESOLUTION NO.

RESOLUTION ACCEPTING AND APPROVING AUTUMN WIND ADDITION, WOODBURY COUNTY, IOWA.

WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE _____ DAY OF _____, 2020, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS AUTUMN WIND ADDITION, WOODBURY COUNTY, IOWA; AND

WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND

WHEREAS, THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND

WHEREAS, THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF AUTUMN WIND ADDITION, WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNERS AND PROPRIETORS A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS _____ DAY _____, 2020.

MATTHEW UNG
CHAIRMAN
BOARD OF SUPERVISORS
WOODBURY COUNTY, IOWA

ATTEST:
PATRICK F. GILL
SECRETARY

CERTIFICATE OF COUNTY ASSESSOR

I, JULIE CONOLLY, HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2020, A COPY OF THIS PLAT WAS FILED IN THE WOODBURY COUNTY ASSESSOR'S OFFICE.

DATED _____

JULIE CONOLLY
WOODBURY COUNTY ASSESSOR

N.E. CORNER
N.E.1/4-N.E.1/4
SEC. 34-89-46
FOUND 1/2" PIN

POINT OF BEGINNING

EAST LINE
N.E.1/4-N.E.1/4
SEC. 34-89-46

COUNTY RIGHT OF WAY
CHARLES AVE.

S.E. CORNER
N.E.1/4-N.E.1/4
SEC. 34-89-46
FOUND 5/8" PIN

S.E. CORNER
N.E.1/4-N.E.1/4
SEC. 34-89-46
FOUND 1" PIN

S.E. CORNER
N.E.1/4-N.E.1/4
SEC. 34-89-46
FOUND 1" PIN

S.E. CORNER
N.E.1/4-N.E.1/4
SEC. 34-89-46
FOUND 1" PIN

S.E. CORNER
N.E.1/4-N.E.1/4
SEC. 34-89-46
FOUND 1" PIN

S.E. CORNER
N.E.1/4-N.E.1/4
SEC. 34-89-46
FOUND 1" PIN

S.E. CORNER
N.E.1/4-N.E.1/4
SEC. 34-89-46
FOUND 1" PIN

S.E. CORNER
N.E.1/4-N.E.1/4
SEC. 34-89-46
FOUND 1" PIN

S.E. CORNER
N.E.1/4-N.E.1/4
SEC. 34-89-46
FOUND 1" PIN

S.E. CORNER
N.E.1/4-N.E.1/4
SEC. 34-89-46
FOUND 1" PIN

AL FAGAN
LAND SURVEYING, P.C.
P.O. BOX 858
MERRILL, IA 51038
712 539-1471

DATE OF SURVEY: JANUARY 2020

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

#12a

Date: 4/2/2020 Weekly Agenda Date: 4/7/2020

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

WORDING FOR AGENDA ITEM:

Consider approval of Iowa DOT Budget for FY 2021

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Annually the Board of Supervisors, in consultation with the county engineer, is required to file a budget for secondary road fund expenditures.

BACKGROUND:

The Board of Supervisors approved the county budget on March 31, 2020. The secondary road budget was approved as part of this process. The fiscal year budget is required by the Code of Iowa to be submitted to the Iowa DOT for approval.

FINANCIAL IMPACT:

This budget reports to the Iowa DOT planned expenditures and income for the secondary road department.

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 FY 2021 Woodbury County Secondary Road Department Budget to be submitted to the Iowa DOT.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the FY 2021 Woodbury County Secondary Road Department Budget.

Iowa Department of Transportation
SECONDARY ROADS BUDGET

County: **Woodbury County**
Fiscal Year: **2021**
Version: **Original**

COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on _____

_____ Date

ATTESTED

County Auditor

Date

County Engineer

Date

Chairperson, Board of Supervisors

Date

IOWA DOT BUDGET APPROVALS

Recommended Approval: _____
OLS Reviewer

Date

Approval: _____
Director of Local Systems

Date

SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 nd Prior	1 st Prior	Current	Next
		FY 2018	FY 2019	FY 2020	FY 2021
1. County Auditor's Beginning Balance		\$4,383,406.12	\$5,393,811.81	\$4,850,085.00	\$2,000,509.00
Receipts from Property Tax Levies	1.13950 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$2,328,000.00	\$1,176,584.20	\$1,450,000.00	\$1,500,000.00
	0.00000 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$2,063,693.72	\$2,216,318.82	\$2,056,000.00	\$2,100,000.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$5,241,381.41	\$5,293,223.88	\$5,079,068.00	\$5,340,640.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$60,030.74	\$55,857.00	\$57,165.00	\$59,753.05
3c. Time 21		\$799,872.49	\$778,622.39	\$703,191.00	\$704,033.00
4. RISE Funds		\$711,503.46	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$94,522.03	\$131,828.98	\$750,000.00	\$0.00
5a. SWAP Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$750,000.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7. Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$0.00	\$6,355.32	\$0.00	\$664,000.00
8. Miscellaneous Receipts					
<i>Donations, sale of used materials, Special Assessments, etc</i>					
<i>Itemized for 2021</i>					
All Other		\$211,910.70	\$68,437.95	\$504,500.00	
9. Total Miscellaneous Receipts		\$211,910.70	\$68,437.95	\$504,500.00	\$0.00
10. TOTAL RECEIPTS		\$15,894,320.67	\$15,121,040.35	\$15,450,009.00	\$13,118,935.05
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00

SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2	Prior 1	Current	Next
	FY 2018	FY 2019	FY 2020	FY 2021
70X * Administration and Engineering				
700 Administration Expenditures	\$272,660.90	\$248,330.08	\$312,500.00	\$313,496.00
701 Engineering Expenditures	\$751,514.84	\$797,447.84	\$863,300.00	\$875,953.00
TOTAL ADMINISTRATION AND ENGINEERING	\$1,024,175.74	\$1,045,777.92	\$1,175,800.00	\$1,189,449.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds ---See Accomplishment Year projects)</i>	\$1,726,765.59	\$1,537,020.08	\$4,750,000.00	\$2,000,000.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$376,306.71	\$355,797.69	\$319,800.00	\$411,891.00
711 Roads (4250, 460, 480)	\$3,542,507.54	\$3,576,427.96	\$3,032,500.00	\$4,297,263.00
712 Snow and Ice Control (520)	\$533,302.16	\$570,391.57	\$458,700.00	\$468,340.00
713 Traffic Controls (590)	\$256,782.31	\$263,055.21	\$337,400.00	\$339,666.00
714 Road Clearing (490)	\$244,865.34	\$318,337.24	\$285,100.00	\$290,152.00
TOTAL ROADWAY MAINTENANCE	\$4,953,764.06	\$5,084,009.67	\$4,433,500.00	\$5,807,312.00
72X * General Roadway				
720 New Equipment (610)	\$812,368.98	\$869,048.00	\$962,000.00	\$1,155,000.00
721 Equipment Operations (620, 630, 650)	\$1,665,766.59	\$1,901,160.51	\$1,806,200.00	\$1,880,459.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$97,024.14	\$102,800.85	\$142,000.00	\$147,000.00
723 Real Estate and Buildings (800)	\$220,643.76	\$152,301.28	\$180,000.00	\$155,000.00
TOTAL GENERAL ROADWAY	\$2,795,803.47	\$3,025,310.64	\$3,090,200.00	\$3,337,459.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$10,500,508.86	\$10,692,118.31	\$13,449,500.00	\$12,334,220.00
County Auditor's balance at end of fiscal year	\$5,393,811.81	\$4,428,922.04	\$2,000,509.00	\$784,715.05
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$15,894,320.67	\$15,121,040.35	\$15,450,009.00	\$13,118,935.05

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

#12b

Date: 4/2/2020 Weekly Agenda Date: 4/7/2020

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

WORDING FOR AGENDA ITEM:

Consider approval of FY 2021 Woodbury County Five Year Construction Program

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Annually the Board of Supervisors, in consultation with the county engineer, is required to file a five year construction program for the secondary road department.

BACKGROUND:

The county construction program lays out projects for fiscal years 2021 through 2025. The projects include federal aid, farm to market and locally funded road construction, paving, bridge and culvert projects.

FINANCIAL IMPACT:

This program reports to the Iowa DOT planned projects for the secondary road department.

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 FY 2021 Woodbury County Secondary Road Department Five Year Construction Program to be submitted to the Iowa DOT.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the FY 2021 Woodbury County Secondary Road Department Five Year Construction Program.

SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation

SECONDARY ROADS FIVE YEAR PROGRAM

County: **Woodbury County**
Fiscal Year: **2021**
Version: **Original**

COUNTY CERTIFICATION

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

Date

ATTESTED

County Auditor

Date

County Engineer

Date

Chairperson, Board of Supervisors

Date

IOWA DOT PROGRAM APPROVALS

Recommended Approval: _____
OLS Reviewer

Date

Approval: _____
Director of Local Systems

Date

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SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	
BROSCHBP-C097(141)--GA-97 K 203 bridge replacement 12827	O'Brien Ave.: From D38 to 210th Street Bridge Replacement 36 / 88 / 43	210 0.100 miles 353400	Previous	\$0 320 Bridges FA	Local						\$1,100
					FM						
					Special						
					FA	605					
					SWAP	495					
BRS-CHBP-C097(139)--GB-97 H-29 bridge replacement 33890	On K64, Over unnamed creek, from 160th St n 0.1 Miles to US 20, at NW S32 T89 R44 Replace existing bridge 32 / 89 / 44	960 0.000 miles 353630	Previous	\$0 320 Bridges FA	Local						\$850
					FM						
					Special						
					FA	468					
					SWAP	383					
FM-C097()--55-97 Grundy Aveue - K64 Extension PCC Rehabilitation 44969	PCC Rehabilitation on Grundy Avenue Project to be tied to STBG-SWAP- C097(142). 9 / 86 / 45	220 0.600 miles	New	\$0 367 PCC Paving FM	Local						\$600
					FM	600					
					Special						
					FA						
					SWAP						
L-(2018)--73-97 Intersection Fillets 36382	On HWY 20 Intersections, from Jasper Avenue and Hwy 20 east 18 Miles to Woodbury Ida County Line Road and Hwy 20 Adding paved fillets to gravel road intersections of Hwy 20 and assorted county roads.	0 0.000 miles	Previous	\$0 359 Miscellaneous Local	Local	150					\$150
					FM						
					Special						
					FA						
					SWAP						
L-B(K46)--73-97 K-46 Bridge Replacement 38727	On Mason Avenue, Over LITTLE SIOUX RIVER, from Hwy 31 east 0.1 Miles to 200th Street, in NE S22 TT88N RR43W 22 / T88N / R43	21 0.000 miles 353281	Previous	\$0 320 Bridges Local	Local	480					\$800
					FM						
					Special	320					
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY	FY	FY	FY	FY	
						2021	2022	2023	2024	2025	
L-Gravel--73-97 Granular Resurfacing 32611	On Countywide, NA, from Various locations countywide Granular Surfacing in all districts	0 0.000 miles	Previous	\$0 361 Granular Local	Local	300	300	300	300	300	\$1,500
					FM						
					Special						
					FA						
					SWAP						
L-B(C274)--73-97 Jewell Ave. Bridge C274 20705	JEWELL AVE: From 110th Street to 120th Street 7 / 89 / 43	50 0.000 miles 354750	Previous	\$0 320 Bridges Local	Local	450					\$450
					FM						
					Special						
					FA						
					SWAP						
L-B(J178)--73-97 Jewell Ave J178 21789	Jewell Ave: From 170th Street to 180th Street Estimated 100' x 30' CCS 9 / 88 / 44	20 0.100 miles 353490	Previous	\$0 320 Bridges Local	Local	420					\$420
					FM						
					Special						
					FA						
					SWAP						
L-B(0102)--73-97 Bridge O102 Replacement 24852	260TH ST: Over STREAM 28 / 87 / 44	25 0.000 miles 352210	Previous	\$0 320 Bridges Local	Local	280					\$280
					FM						
					Special						
					FA						
					SWAP						
L-B(U138)--73-97 Bridge U138 29450	On Hancock Avenue - K67, Over Wolf Creek, from 280th Street to 290th Street, along WLINE S1 T86 R45 1 / 86 / 45	0 0.200 miles 350910	Previous	\$0 320 Bridges Local	Local	750					\$750
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	
BROS-SWAP-C097(140)--SE-97 200th Street Bridge over West Fork 35105	On 200TH ST, Over WEST FORK LITTLE SIOUX, from Grundy Avenue East to Moville Blacktop, in NE S28 T88 R45 28 / 88 / 45	50 0.100 miles 353851	Previous	\$0 320 Bridges SWAP	Local						\$850
					FM						
					Special						
					FA						
					SWAP	850					
STBG-SWAP-C097(142)--FG-97 K64 PCC Rehabilitation 36085	On K64, from Intersection of IA 141 North and East 3.6 Miles to County Route D25 K 64 Pavement Rehabilitation	350 3.600 miles	Previous	\$0 367 PCC Paving SWAP	Local						\$1,800
					FM	600					
					Special						
					FA						
					SWAP	1,200					
LFM-(D50)--7X-97 D50 PCC Paving Project 12832	D50: From Hwy 31 to L27 PCC Paving 19 / 87 / 43	40 2.340 miles	Previous	\$0 367 PCC Paving Local	Local						\$1,000
					FM						
					Special		1,000				
					FA						
					SWAP						
L-B(K103)--73-97 Bridge K103 Replacement 36171	On 210TH ST, Over WRIGHT CREEK, from County Rte L36 east 0.4 Miles to Dead end, on NLINE S36 T88 R43 Replace existing bridge 36 / 88 / 43	20 0.100 miles 353391	Previous	\$0 320 Bridges Local	Local		500				\$500
					FM						
					Special						
					FA						
					SWAP						
L-B(B110)--73-97 Bridge B110 replacement 35164	On 150TH ST, Over STREAM, from Jewell Ave east 0.3 Miles to Knox Ave., on NLINE S31 T89 R43 31 / 89 / 43	20 0.000 miles 354900	Previous	\$0 320 Bridges Local	Local		650				\$650
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	
L-B(M299)--73-97 Taylor Ave Bridge M299 35165	On TAYLOR AVE, Over STREAM, from 230th St North 0.8 Miles to 220th St., on WLINE S2 T87 R42 2 / 87 / 42	5 0.000 miles 351220	Previous	\$0 320 Bridges Local	Local		550				\$550
					FM						
					Special						
					FA						
L-B(E66)--73-97 E66 Bridge Replacement 36174	On 120TH ST, Over BIG WHISKEY CREEK, from Dallas Avenue East 0.5 Miles to Eastland Avenue, on NLINE S13 T89 R46 Replace existing bridge 13 / 89 / 46	40 0.000 miles 355250	Previous	\$0 320 Bridges Local	Local		500				\$500
					FM						
					Special						
					FA						
BRS-SWAP-C097(E-6)--FF-97 Bridge E-6 Replacement 44954	Bridge Replacement E-6 7 / 89 / 46	1180 miles 355190	New	\$0 320 Bridges SWAP	Local						\$450
					FM						
					Special						
					FA						
BRS-SWAP-C097()-FF-97 110th Street Bridge A24 18344	D12: Over Pierson Creek 9 / 89 / 42	160 0.000 miles 354580	Previous	\$0 320 Bridges SWAP	Local						\$1,000
					FM						
					Special						
					FA						
STBG-SWAP-C097(K25)--FG-97 Port Neal Road Improvement 32763	On K25, from Relocated Port Neal Road South 1.8 Miles to Gelita Plant Entrance, Sec 7 and 18 T87 R47 17 / 87 / 47	1700 1.800 miles	Previous	\$0 367 PCC Paving SWAP	Local						\$2,887
					FM		762				
					Special						
					FA						
					SWAP		2,125				

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	
FM-C097(D38)--55-97 D38 HMA Resurfacing 32655	On D38, from County Route K64 East 10.3 Miles to IA Hwy 31, S1 T87 R45 HMA Resurfacing on D38 from Moville Blacktop to Hwy 31 1 / 87 / 45	410 10.317 miles	Previous	\$0 366 HMA Paving FM	Local						\$2,000
					FM			2,000			
					Special						
					FA						
					SWAP						
L-B(D42)--73-97 120th Street Bridge Replacement D42 32653	On 120TH ST, Over MUDDY CREEK, from Eastland Ave east 0.8 Miles to Emmett Avenue, on NLINE S17 T89 R45 Replace existing Bridge D42 17 / 89 / 45	60 0.000 miles 355137	Previous	\$0 320 Bridges Local	Local			500			\$500
					FM						
					Special						
					FA						
					SWAP						
L-B(A225)--73-97 Mason Ave Bridge A225 35166	On MASON AVE, Over STREAM, from 120th St North 0.4 Miles to 110th St. , on WLINE S8 T89 R42 8 / 89 / 42	10 0.000 miles 354570	Previous	\$0 320 Bridges Local	Local			450			\$450
					FM						
					Special						
					FA						
					SWAP						
L-B(K20)--73-97 Bridge K20 Replacement 25004	180TH ST: Over STREAM 14 / 88 / 43	30 0.000 miles 353240	Previous	\$0 320 Bridges Local	Local			480			\$480
					FM						
					Special						
					FA						
					SWAP						
L-B(B64)--73-97 Bridge B64 Replacement 25005	130TH ST: Over STREAM 20 / 89 / 43	10 0.000 miles 354810	Previous	\$0 320 Bridges Local	Local			220			\$220
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	
BROS-SWAP-C097(E-299-1)--FE-97 Bridge E-299-1 14259	Correctionville Road: From Charles Ave. to Dallas Ave. Bridge Replacement 35 / 89 / 46	150 0.000 miles 355450	Previous	\$0 320 Bridges SWAP	Local						\$1,000
					FM						
					Special						
					FA						
					SWAP		1,000				
BRS-SWAP-C097(D15)--FF-97 Bridge D15 replacement project 44999	Bridge Replacement Project D15 8 / 89 / 45	490 0.150 miles 355116	New	\$0 320 Bridges SWAP	Local						\$750
					FM						
					Special						
					FA						
					SWAP		750				
FM-C097(K-14-10)--55-97 K-14-10 Bridge replacement 38732	On D 22, Over ROCK CREEK, from Lucas Ave east 0.2 Miles to Lenox Ave, on NLINE S6 TT88N RR43W 6 / T88N / R43	240 0.000 miles 353155	Previous	\$0 320 Bridges FM	Local						\$350
					FM			350			
					Special						
					FA						
					SWAP						
L-B(K19)--73-97 K19 Bridge Replacement 38730	On Michigan Avenue, Over STREAM, from County Road D22 South 1.6 Miles to Iowa Hwy 31, on ELINE S11 TT88N RR43W 11 / T88N / R43	26 0.000 miles 353170	Previous	\$0 320 Bridges Local	Local			350			\$350
					FM						
					Special						
					FA						
					SWAP						
L-B(U155)--73-97 U155 Bridge Replacement 38731	On 325th Street Bridge, Over STREAM, from County Route K67 east 0.1 Miles to Ida Avenue, in SW S25 TT86N RR45W Bridge replacement project - locally funded 25 / T86N / R45	47 0.000 miles 351030	Previous	\$0 320 Bridges Local	Local			500			\$500
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	
L-C(X116)--73-97 Culvert X116 replacement 35167	On 335TH ST, Over Unnamed stream, from Osceola Ave east 0.5 Miles to Ozark Ave, in SW S31 T86 R42 31 / 86 / 42	10 0.000 miles	Previous	\$0 332 Box Culverts Local	Local				250		\$250
					FM						
					Special						
					FA						
					SWAP						
L-B(K23)--73-97 Bridge K23 Replacement 18347	180TH ST: From Lucas Ave. to Lenox Ave. 17 / 88 / 43	25 0.100 miles 353260	Previous	\$0 320 Bridges Local	Local				430		\$430
					FM						
					Special						
					FA						
					SWAP						
STBG-SWAP-C097(K-42)--FG-97 Dallas Avenue - K42 PCC Rehabilitation 45042	PCC Inlay project 5 / 86 / 46	210 5.000 miles	New	\$0 367 PCC Paving SWAP	Local						\$3,000
					FM				1,737		
					Special						
					FA						
					SWAP				1,263		
FM-C097(D25)--55-97 Old Hwy 141 Resurfacing 35161	On D25, from K67 Intersection Easterly 6.825 Miles to Hwy 141 intersection	450 6.825 miles	Previous	\$0 366 HMA Paving FM	Local						\$1,200
					FM				1,200		
					Special						
					FA						
					SWAP						
L-B(B213)--73-97 Bridge B213 Replacement 36086	On LENOX AVE, Over STREAM, from 120th Street South 0.80 Miles to 130th St., in SW S13 T89 R43 Replace bridge with RCB culvert 13 / 89 / 43	15 0.000 miles 354770	Previous	\$0 332 Box Culverts Local	Local					300	\$300
					FM						
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	
L-B(N191)--73-97 Mason Avenue Bridge 37716	On MASON AVE, Over MILLER CREEK, from 270th Street South 0.25 Miles to Liston Blvd, on NLINE S34 T87 R43 Bridge Replacement of N-191 120' CCS estimated 34 / 87 / 43	15 0.000 miles 351840	Previous	\$0 320 Bridges Local	Local					500	\$500
					FM						
					Special						
					FA						
					SWAP						
L-C097(OLPR)--73-97 Old Lakeport Road Microsurfacing 44953	Microsurfacing on Old Lakeport Road Dead End Planned micro surfacing of existing roadway with minor patching. 17 / 88 / 47	0.150 miles	New	\$0 364 Bituminous Seal Coat Local	Local					50	\$50
					FM						
					Special						
					FA						
					SWAP						
L-C097(X237)--73-97 X-237 Bridge Replacement 45059	Replace bridge X-237 on Taylor Avenue 2 / 86 / 42	25 0.100 miles 349960	New	\$0 320 Bridges Local	Local					400	\$400
					FM						
					Special						
					FA						
					SWAP						
BROS-SWAP-C097(B249-1)--FE- 97 B249-1 Bridge Replacement 36173	On L25, Over STREAM, from 120th Street north 0.50 Miles to 110th Street, on WLINE S7 T89 R42 Replace corp line bridge 7 / 89 / 42	270 0.000 miles 354551	Previous	\$0 320 Bridges SWAP	Local						\$1,000
					FM				200		
					Special						
					FA						
					SWAP				800		

SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2021	2022	2023	2024	2025
SWAP	\$2,927,500	\$3,575,000	\$1,750,000	\$1,263,000	\$800,000
FM	\$1,200,000	\$762,000	\$2,000,000	\$2,087,000	\$1,400,000
Local	\$2,830,000	\$2,500,000	\$1,950,000	\$1,830,000	\$1,550,000
FA	\$1,072,500	\$0	\$0	\$0	\$0
Special	\$320,000	\$1,000,000	\$0	\$0	\$0

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

#12c

Date: 4/2/2020 Weekly Agenda Date: 4/7/2020

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

WORDING FOR AGENDA ITEM:

Consider approval of a federal aid SWAP fund project agreement for project numbered BROS-SWAP-C097(140)--SE-97

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:

Woodbury County is receiving federal aid-SWAP funding for a bridge replacement project on 200th St. west of the Merville Blacktop. A project agreement is presented for board approval.

BACKGROUND:

The board is required to sign a project agreement with the Iowa DOT for projects involving federal aid bridge funds SWAP awarded through the Iowa DOT. The project will replace bridge H-203 which was closed in 2019 due to deterioration of substructure components. Construction is anticipated during 2020 with a late fall completion.

FINANCIAL IMPACT:

Federal aid/SWAP program is providing 100% of the estimated project cost.

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

Yes No

RECOMMENDATION:

Recommend that the board approve the federal aid project agreement with the Iowa DOT for the above captioned projects and direct the chair to sign the agreement.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the federal aid project agreement for project BROS-SWAP-C097(140)--SE-97 and direct the chair to sign said agreement.

June 2018

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR COUNTY BRIDGE FEDERAL-AID SWAP FUNDING**

COUNTY: Woodbury

PROJECT NO.: BROS-SWAP-C097(140)--SE-97

AGREEMENT NO.: 3-20-HBP-SWAP-016

This is an agreement between the County of Woodbury County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department), for funding through the Federal-aid Swap County Highway Bridge Program (HBP) under 761 Iowa Administrative Code (IAC) Chapter 161.

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Western Region Local Systems Field Engineer, Vincent L. Ehlert. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 353851
 - B. Location: On 200th Street over West Fork Little Sioux
 - C. Preliminary Estimated Total Eligible Costs: \$750,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.

12. It is the intent of both parties that no third party beneficiary be created by this agreement.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Woodbury County Board of Supervisors in official session on the _____ day of _____, 20_____.

_____ County Auditor

_____ Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20_____

Vincent L. Ehlert, P.E.
Local Systems Field Engineer
Western Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://lowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

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

#13

Date: 4-3-2020 Weekly Agenda Date: 4-7-2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Marty Pottebaum

WORDING FOR AGENDA ITEM:

Discuss the attached policy.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This is to discuss a policy to require General Contractors to fill out the Woodbury County Questionnaire.

BACKGROUND:

The questionnaire was brought to us some time back, but it was requested General Contractors fill it out. This would make it a requirement.

FINANCIAL IMPACT:

None

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

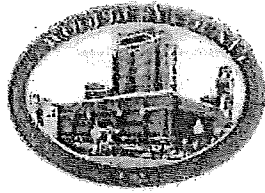
Yes No

RECOMMENDATION:

Would like us to discuss this item, and see if I should bring it back as an action item next week.

ACTION REQUIRED / PROPOSED MOTION:

Discussion only.



WOODBURY COUNTY CAPITAL IMPROVEMENT PROJECTS

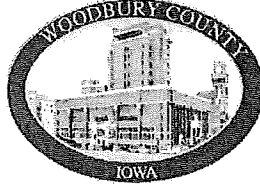
APPROVAL OF POST BID GENERAL CONTRACTOR QUALITY ASSURANCE QUESTIONNAIRE

WHEREAS, pursuant to Iowa Code 26.9 which requires that contracts for public improvements be awarded to the "lowest responsive, responsible bidder" and

WHEREAS, Iowa law recognizes that a government entity may obtain information from the lowest responsive bidder to determine bidders responsibility relating to the bidders experience, Number of employees, and ability to finance the cost of the public improvement; and

WHEREAS, Woodbury County in recognition of this and that Vertical Infrastructure Projects are designed for human occupancy and construction of these projects can be complex and difficult, desires to establish a policy requiring submission of the General Contractor Quality Assurance Questionnaire to the apparent lowest bidder on Vertical Infrastructure Projects as defined in the attached County of Woodbury County Post Bid General Contractor Quality Assurance Questionnaire Policy.

Moved by _____ to adopt.



WOODBURY COUNTY CAPITAL IMPROVEMENT PROJECTS

“QUALITY ASSURANCE QUESTIONNAIRE”

Woodbury County is requesting that the following questionnaire be completed by all prospective General Contractors and must be included, prior to or at the time of bid submission. Pursuant to Iowa Code 26.9, contracts for public improvements must be awarded to the “lowest responsive, responsible bidder”. Factors other than price may be considered when making the award. This questionnaire is only applicable to public improvements which exceed the competitive bid amount set pursuant to Iowa Code 26.3, 26.14 and 314.1B, currently \$135,000.00.

Company/Contracting Firm: _____

Owner/ Representative: _____

Address: _____

Main Telephone: _____ E-Mail: _____

1. Within the past Five (5) years, has the Contractor been disbarred by any Federal, State, or Local government entity from bidding projects? Yes No

If yes, please explain on separate attachment.

2. Within the past Five (5) years, has the Contractor- defaulted on a contract, been disqualified, removed or otherwise prevented from bidding on, or completing a Government, State, or Local project? Yes No

If yes, please explain on separate attachment.

3. Within the past five (5) years has the Contractor been found by a court or agency of competent jurisdiction, to be delinquent (delinquent shall include but not limited to failure to file, failure to pay, or imposition tax liens) in meeting its obligation under Federal, State, or Local tax laws? Yes No

If yes, please explain on separate attachment.

4. Within the past Five (5) years has the Contractor been unable to obtain, or been denied a bond? Yes No

If yes, please explain on separate attachment.

5. Within the past Five (5) years has the Contractor declared bankruptcy or been under receivership? Yes No

If yes, please explain on separate attachment.

6. Within the past Five (5) years has the Contractor filed any lawsuits, or sought arbitration with regard to any construction project? Yes No

If yes, please explain on separate attachment.

7. Are any lawsuits, legal proceedings, arbitration, or judgment's pending/ outstanding against the Contractor, its owner, or officers? Yes No

If yes, please explain on separate attachment.

8. Within the past Five (5) years has the Contractor been found to have violated any of the following Federal or State Laws:
Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Iowa Competition Act, Iowa Employee Registration Requirements, Iowa Hazardous Chemicals Risks Act, Iowa Income Corporate and Sales Tax Code, Iowa Minimum Wage Act, Iowa Non-speaking English Employee Act, Iowa Wage Payment Collection Act, a "willful" violation of the Iowa or Federal Occupational Safety and Health Act, Federal Income or Corporate Tax Code, The National Insurance Act, OR the Fair Labor Standards Act? Yes No

If yes, please explain on separate attachment.