



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(APRIL 21, 2020) (WEEK 17 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
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held April 21, 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

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

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

Consent Agenda

Items 3 through 8 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

3. Approval of the minutes of the April 14, 2020 meeting
4. Approval of claims
5. Juvenile Detention – Ryan Weber
Receive Juvenile Detention March population report
6. County Auditor – Patrick Gill
 - a. Receive a board member appointment of Lillyan Rodriguez to WIT Director District 7
 - b. Receive County Recorder’s Report of fees collected

7. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
 - c. Provide Woodbury County employees the option of early withdrawal from their deferred compensation plan with Nationwide Retirement Solutions due to COVID 19 related issues

8. Secondary Roads – Mark Nahra

Approve the permit to work in the right of way for Chris Wrenn

End Consent Agenda

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| 9. Human Resources – Melissa Thomas
Authorize an additional deputy position for the Woodbury County Sheriff's Office. | Action |
| 10. Board of Supervisors – Matthew Ung
Correcting misinformation regarding the disparate treatment of two cases of administrative leave within the Sheriff's Office | Information |
| 11. Board of Supervisors – Keith Radig
Approval to reverse the loss of accruals and pay of staff that were forced to be home due to COVID related issues | Action |
| 12. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> a. Approve the certificate of completion of project G-2019 Stockpile Briese Pit with Hallett Materials of Wall Lake, Iowa for \$547,375.00 b. Approve the certificate of completion of project G-2019 Stockpile RR Pit with Hallett Materials of Wall Lake, Iowa for \$343,140.00 c. Approve the certificate of completion of project G-2019 Stockpile Haul with Hallett Materials of Wall Lake, Iowa for \$352,950.00 d. Receive bids for project number L-B(C278)—73-97 and return them to the county engineer for review and recommendation e. Award bid if low quote is clearly determined by bid results | Action
Action
Action
Action
Action |
| 13. Board Administration – Dennis Butler & Building Services – Kenny Schmitz
Approve DGR Engineering agreement for professional services related to 28E Agreement | Action |
| 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

- 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.
- MON., APR. 27 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- 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 7:30 a.m.** SIMPCO Executive Finance Committee – Conference call option only
- 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, Conference call option only
- FRI., MAY 8 8:30 a.m.** Woodbury County Building Security Committee Meeting, LEC Conference Room
- WED., MAY 13 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 6:30 p.m.** 911 Service Board Meeting, Public Safety Center, Climbing Hill
- 8:00 p.m.** County's Mayor Association Meeting, Public Safety Center, Climbing Hill
- THU., MAY 14 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- FRI., MAY 15 11:00 a.m.** Siouxland Human Investment Partnership Board Meeting, Northwest AEA, Room F
- WED., MAY 20 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
- THU., MAY 21 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- MON., MAY 25 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., MAY 26 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., MAY 27 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting

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.

APRIL 14, 2020, SIXTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, April 14, 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, Melissa Thomas, HR Director, 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. There were no citizen concerns.
- 2. Motion by Ung second by Radig to approve the agenda for April 14, 2020, Carried 4-0. Copy filed.

Motion by Ung second by De Witt to approve the following items by consent:

- 3. To approve minutes of the April 07, 2020 meeting. Copy filed.
- 4. To approve the claims totaling \$458,165.64. Copy filed.
- 5.. a. To approve and authorize the Chairperson to sign a Resolution thanking and commending Terry Ganzel for years of service to Woodbury County. Copy filed.

**WOODBURY COUNTY, IA
 RESOLUTION #12,977
 A RESOLUTION THANKING AND COMMENDING
 TERRY GANZEL
 FOR HIS SERVICE TO WOODBURY COUNTY**

WHEREAS, Terry Ganzel has capably served Woodbury County as an employee of the County Attorney’s Office for 27 years from February 2, 1993 to June 30, 2020.

WHEREAS, the service given by Terry Ganzel as a Woodbury County employee, has been characterized by his dedication to the best interests of the citizens of Woodbury County; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thanks and commends Terry Ganzel for his years of service to Woodbury County; and

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

PASSED AND APPROVED THIS 14TH DAY OF APRIL, 2020
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

- b. To approve and authorize the Chairperson to sign a Resolution thanking and commending Lynette Phillips for years of service to Woodbury County. Copy filed.

**WOODBURY COUNTY, IA
 RESOLUTION #12,978
 A RESOLUTION THANKING AND COMMENDING
 LYNETTE PHILLIPS
 FOR HES SERVICE TO WOODBURY COUNTY**

WHEREAS, Lynette Phillips has capably served Woodbury County as an employee of the County Sheriff’s Department for 40 years from June 1, 1980 to May 11, 2020.

WHEREAS, the service given by Lynette Phillips as a Woodbury County employee, has been characterized by her dedication to the best interests of the citizens of Woodbury County; and

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

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

PASSED AND APPROVED THIS 14TH DAY OF APRIL, 2020
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- c. To approve to reappoint Sally Hartley to the Community Action Board of Directors.
 - 6.
 - a. To approve the separation of Mark Greiner, Temporary Equipment Operator, Secondary Roads, effective 04-03-20, end of temporary work, separation of Bradley Larson, Temporary Equipment Operator, Secondary Roads, effective 04-06-20, end of temporary work, the reclassification of Eric Fay, Deputy, County Sheriff, effective 04-09-20, \$28.38/hour, 16%=\$3.97/hr. Per Sheriff Drew, the end of probation of Daniel Young, Motor Grader Operator, Secondary Roads, effective 04-23-20, \$24.45/hour, 3%=\$.72/hr, Per CWA Secondary Roads Contract agreement, Endo of Probation Salary Increase, the separation of Lynette Phillips, Civilian Captain, County Sheriff, effective 05-11-20, retirement, and the separation of Terry Ganzel, Asst/ County Attorney, County Attorney, effective 06-30-20, retirement. Copy filed.
 - b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Sheriff Deputy, County Sheriff Dept. CWA: \$24.41/hour. Copy filed
 - c. To authorize the Chairperson to sign to deauthorization the position of Civilian Captain, County Sheriff Dept. Copy filed
 - d. To approve retiree request to remain on the county dental insurance plan.
 - 7.
 - a. To approve and receive for signature the permit to work in the right of way for Hunt Farms. Copy filed.
 - b. To approve and receive for signature the permit to work in the right of way for heck Drainage. Copy filed
 - c. To approve and receive for signature the tile line permit for Schmillen Construction/Dave Phillips. Copy filed.
 - d. To approve and receive for signature the underground utility permit for Northern Natural Gas Company. Copy filed.
- Carried 4-0.
- 8. Motion by Pottebaum second by De Witt to reinstate sick accrual benefits of an employee. Failed 2-2 on a roll call vote; Radig and Ung opposed. Copy filed.
 - 9.
 - a. Motion by Pottebaum second by De Witt to approve the contract with Metal Culvers Inc. for \$86,261.40 for corrugated metal pipe supply for 2020. Carried 4-0.
 - 10.
 - a. Motion by Ung second by De Witt to award the bid for a new weed spray system to C and R Sales for \$41,518.27. carried 4-0. Copy filed.
 - b. Motion by De Witt second by Ung to approve and authorize the Chairperson to sign a Resolution for 2020 Weed Destruction. Carried 4-0. Copy filed.

WEED DESTRUCTION ORDER

WHEREAS, it is the responsibility of each of Iowa County's Board of Supervisors to enforce the provisions of Chapter 317 of the Code of Iowa as amended with regard to the destruction of weeds, and

WHEREAS, under Chapter 317 of the Code of Iowa as amended each county Board of Supervisors must prescribe and order a program of weed destruction to be followed by landowners, tenants, and other persons in possession or control of land, and

WHEREAS, it has been determined by the Woodbury County Board of Supervisors that a program of weed destruction for the year 2020 is necessary,

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa that each landowner, tenant or other person in possession or control of private land shall on or before the dates stated below, destroy the below-listed noxious weeds on their land by spraying them with a suitable herbicide in a strength sufficient to kill such weeds.

1. May 4, 2020 – for Palmer amaranth annual.
2. May 11, 2020 - for musk, thistle, sow thistle, bull thistle, leafy spurge, perennial pepper grass, sour dock perennial, smooth dock perennial, and sheep sorrel perennial.
3. June 1, 2020 - for Canada thistle, Russian knapweed, buckhorn perennial, wild mustard annual, horse nettle, and teasel biennial.
4. June 8, 2020 - for field bindweed, wild carrot biennial, and quack grass.
5. June 15, 2020 - for butterprint annual, puncture vine annual, and cocklebur annual.
6. July 1, 2020 - for wild sunflower annual and poison hemlock.
7. October 5, 2020 - all thistles in the rosette stage.

BE IT FURTHER RESOLVED AND ORDERED that any person using county road Right-of-Way for haying or grazing are responsible for following the labeled restrictions listed on the following products used by Woodbury County Weed Commissioner: Grazon P&D, Streamline, Perspective, Method 240SL, and MSN 60.

BE IT FURTHER RESOLVED AND ORDERED that all weeds on county trunk and local roads and between the fence lines of such roads, whether they be noxious weeds or other weeds, shall be eradicated or otherwise destroyed, to prevent seed production, by the owner of the land adjoining the road on or before June 12, 2020.

BE IT FURTHER RESOLVED that weeds that are not destroyed in compliance with the above order may be destroyed by the Weed Commissioner, and the costs of destruction by the Weed Commissioner, including the cost of serving notice, plus a penalty of twenty-five percent of total costs shall be assessed against the property upon which the weeds were destroyed, in the case of private lands, or against the adjoining land, in the case of weeds on county roads. Landowners are to contact Weed Commissioner and notify him if there are areas that should not be sprayed with herbicides.

PASSED AND APPROVED THIS 14TH DAY OF APRIL, 2020
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

11. Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution for the Woodbury County General Contractor Quality Assurance Post Bid Questionnaire Policy. Carried 4-0. Copy filed.

**BOARD OF SUPERVISORS RESOLUTION
RESOLUTION #12,979**

APPROVAL OF POST BID GENERAL CONTRACTOR QUALITY ASSURANCE QUESTIONNAIRE POLICY

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 governmental entity may obtain information from the lowest responsive bidder to determine bidder’s responsibility relating to the bidder’s experience, number of employees, and ability to finance the cost of the public improvement; and

WHEREAS, the Woodbury County Board of Supervisors 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 Woodbury County Post Bid General Contractor Quality Assurance Questionnaire Policy.

NOW THEREFORE BE IT RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS that it hereby approves the Woodbury County Post Bid General Contractor Quality Assurance Questionnaire Policy.

PASSED AND APPROVED THIS 14TH DAY OF APRIL, 2020
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

12. The Board discussed various issues related to COVID-19. Melissa Thomas, Human Resources Director, presented an addendum to the expanded family and medical leave act policy.

Motion by Ung second by Pottebaum to receive the addendum. Carried 4-0.

Motion by Ung second by De Witt to approve and authorize the Chairperson to sign the Expanded Family and Medical Leave Act Policy Addendum to be effective from 4/1/2020 to 12/31/2020. Carried 4-0. Copy filed.

13. The Board heard reports on committee meetings.
14. There were no citizen concerns.
15. Board concerns were heard.

The Board adjourned the regular meeting until April 21, 2020.

Meeting sign in sheet. Copy filed.

March Numbers

BIA

- 1) 107 Days 20 hours when released
- 2) 29 Days 4 hours when released
- 3) 14 days 21 hours when released
- 4) 19 days 22 hours when released
- 5) 7 days 22 hours when released
- 6) 1 day 11 hours when released

Omaha Nation

- 1) 68 days 21 hours when released
- 2) 3 days 8 hours when released
- 3) 13 days 23 hours when released

Out of County

- 1) Dixon Co. 57 days 19 hours when released
- 2) Dakota Co. 40 days 1 hour. When released
- 3) Dakota Co. 22 hours 20 minutes when released

Adult Court

- 1) 80 days 19 hours as of today still in detention
- 2) 49 days 5 hours when released
- 3) 46 days 8 hours as of today still in detention
- 4) Monona Co. 16 days 10 hours as of today still in detention

Woodbury Co. Juvenile Holds

- 1) 15 days 23 hours when released
- 2) 26 days 22 hours when released
- 3) 26 days 22 hours when released
- 4) 19 days 6 hours when released
- 5) 17 hours 45 minutes when released
- 6) 1 days when released
- 7) 39 days 10 hours as of today still in detention
- 8) 10 hours 35 minutes when released
- 9) 6 days 2 hours when released
- 10) 1 day 20 hours when released
- 11) 23 days 23 hours when released
- 12) 9 days 20 hours when released
- 13) 19 days 11 hours as of today still in detention

Catch and Release

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: Western Iowa Tech Community College

School/City/Township/
Extension/Soil & Water
Secretary/Clerk

4/13/20

Date

This is to notify you and the Board of Supervisors of Woodbury County that the following person has been appointed until the next regular/general election:

For the office of Director

Name Lillyan Rodriguez

Address 1001 Clairmont Circle

City/Zip Sergeant Bluff, IA 51054

Date of appointment 3/9/20

This appointment is to fill the office previously held by:

Curt Grigg

(Name of previous official)

RETURN TO: Patrick F. Gill

Woodbury County Commissioner of Elections
620 Douglas St, Rm 103
Sioux City, IA 51101

COUNTY RECORDER'S REPORT OF FEES COLLECTED
(See Chapter 342, Code)

#6b

State of IOWA) SS:
County of WOODBURY)

To the Board of Supervisors of WOODBURY County:

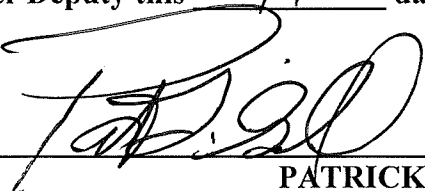
I, DIANE SWOBODA PETERSON, Real Estate/Recorder Deputy of the above-named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the period of 1/01/2020 through 3/31/2020 and the same has been paid to the County Treasurer.

	Fees Collected
R.E. Transfer Tax State-Monthly	61,681.85
County Share R.E. Transfer Tax—Quarterly	25,462.38
Auditor Transfer Fee—Quarterly	5,275.00
Records Management Fees—Quarterly	3,877.00
Recording of Instruments—Quarterly	84,635.00
Elec Tran Fee State Untransferred (March)	1,530.00
Copy Money-Quarterly	896.50
Vitals Stats State-Monthly	10,325.00
Vitals Stats County-Quarterly	11,284.00
Accts. Receivable Payment-Quarterly	4,964.00
Transfer to Checking Account	500.00
Previous Qtr. Acct. Receivable Balance	(3,168.00)
Bad Check Adjustment—Quarterly	(45.00)
Recorder Over/Short--Quarterly	69.20
Vitals Over/Short--Quarterly	15.00
Refunds--Quarterly	47.60
Adjustment—Quarterly	63.00
Total	207,412.53

All of which is respectfully submitted.


DIANE SWOBODA PETERSON Real Estate/Recorder Deputy

Subscribed and sworn to before me by DIANE SWOBODA PETERSON, Woodbury County Real Estate/Recorder Deputy this 14 day of April, 2020.


PATRICK F. GILL County Auditor

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: April 21, 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
Beckman, Frederick	County Sheriff	4-11-20	Sheriff Deputy	\$30.23/hour	6.5%=\$1.85/hour	R	Per CWA Deputy Sheriff Contract agreement, from Class 1 to Senior Class due to 4 years employment and 10 years military service.
Nieman, Nicholas	Veteran Affairs	4-28-20	Service Officer			S	Resignation.
Warder, Madison	County Attorney	5-06-20	Asst. County Attorney	\$66,052/year	5%=\$3,170/yr	R	Per AFSCME Asst. County Attorney Contract agreement, from Step 2 to Step 3.
Welte, Allen	Emergency Services	5-06-20	Operations Officer-Paramedic	\$18.90/hour	3%=\$.57/hr	E	End of Probation Salary Increase.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas

HUMAN RESOURCES DEPARTMENT

#7b

WOODBURY COUNTY, IOWA

DATE: April 21, 2020

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Veteran Affairs	Service Officer	Wage Plan: \$20.40/hour		

Chairman, Board of Supervisors

From: Kelly Hansen
Sent: Wednesday, April 15, 2020 3:19 PM
To: Melissa Thomas <melissathomas@woodburycountyiowa.gov>
Subject: FW: Nick's 2 weeks notice

Melissa,

Per our phone conversation, below is the e-mail that Nick sent me regarding his 2 week notice, in regards to his resignation from his current position with the county.

Please start the process to hire a new Veteran Service Officer.

I would not be opposed to some assistance with this process.

Thanks,

Kelly D. Hansen, Executive Director/CSVSO
Woodbury County Commission of Veteran Affairs
1211 Triview Avenue
Sioux City, IA 51103
PH: 712-279-6605
Fax: 712-224-4093
KELLYHANSEN@woodburycountyiowa.gov

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

Date: 04/16/2020 Weekly Agenda Date: 04/21/2020

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

WORDING FOR AGENDA ITEM:

Provide Woodbury County employees the option of early withdrawal from their deferred compensation plan with Nationwide Retirement Solutions due to COVID19 related issues.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The CARES Act gives the opportunity for employers to provide participating employees the option to withdrawal from their deferred comp account for coronavirus related reasons.

BACKGROUND:

Early withdrawals usually have a tax penalty, but as a result of the CARES act, these penalties will be waived. In addition, employees must qualify for the early withdrawal and participants have the opportunity to repay the distributions. This is will be effective until December 31, 2020.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Pass the motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Nationwide provision of early distribution due to the impact of COVID19.



This form is to be used to elect Plan provisions made available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

1. Plan Information

Plan Number: 002338501 Plan Name: Woodbury County

2. Election of Provisions (select all that apply)

Coronavirus-Related Distributions

A coronavirus-related distribution is available to participants who have been impacted by COVID-19 and otherwise may not be eligible for a distribution under the terms of the Plan.

- Participants may take up to \$100,000.00 across all Plans controlled by this employer between January 1, 2020 and December 31, 2020
- Distributions per participant may not exceed 100% of their total vested balance(s)
- Participants must self-certify they meet at least one of the following qualifications:
 - They have been diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention
 - They have a spouse or dependents diagnosed with such virus or disease by such a test
 - They have experienced adverse financial consequences stemming from such virus or disease as a result of: being quarantined, furloughed, laid off, reduced work hours, unable to work due to lack of child care, closing or reduction of hours of a business owned or operated by the individual
- 10% early withdrawal tax may be waived
- Ordinary income tax may be paid in equal installments over a three-year period, beginning in tax year 2020
- Participants may repay distributions, exclusive of contribution limits, within the three-year period

Enhanced Loans - If this Plan doesn't currently permit loans, you will need to contact Nationwide for assistance setting up a loan program for your Plan.

For a 180-day period beginning March 27, 2020 and ending September 23, 2020, the Plan may offer loans to participants who are impacted by COVID-19. The terms of the loan differ from traditional loans:

- Increases current retirement Plan loan limits to the lesser of \$100,000 or 100% of the participant's vested account balance.
- Participants have the option to suspend loan repayments until at least January 1, 2021. Loan interest will continue to accrue during the suspension of payments.
- Participants must self-certify they meet at least one of the following qualifications:
 - They have been diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention
 - They have a spouse or dependents diagnosed with such virus or disease by such a test
 - They have experienced adverse financial consequences stemming from such virus or disease as a result of: being quarantined, furloughed, laid off, reduced work hours, unable to work due to lack of child care, closing or reduction of hours of a business owned or operated by the individual

3. Authorization

I, as the Plan Sponsor or an authorized person acting on behalf of the Plan Sponsor for the above named Plan, elect the CARES Act provision(s) indicated above.

I understand that Nationwide will waive the payment of non-systematic RMDs due in 2020 per the CARES Act unless a participant contacts Nationwide and requests to receive their RMD.

- If the Plan would like a different arrangement for RMD distributions, please contact your Nationwide representative.

Nationwide will update your Plan documents (if applicable) to reflect the above changes.

Authorized Signer:

Printed Name: _____

Signature: _____ Date: _____

NOTE: Adobe Signature is not permitted.

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

Date: 4/16/2020 Weekly Agenda Date: 4/21/2020

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

WORDING FOR AGENDA ITEM:

Consideration of permit to work in the county right of way

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Chris Wrenn has requested a permit to work in the right of way to build two concrete driveway extensions along Morningside Ave.

BACKGROUND:

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

FINANCIAL IMPACT:

No impact

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

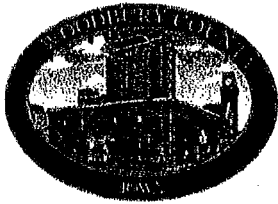
Yes No

RECOMMENDATION:

Recommend approval of the permit for the Chris Wrenn.

ACTION REQUIRED / PROPOSED MOTION:

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



Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@woodburycountylowa.gov

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

Name of Permittee: Chris Wrenn Phone No.: 712-899-6271

Mailing Address: 6101 Morningside Dr. Sioux City, 51106

Township: Woodbury Section: 4-T88N-R47W

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

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

May pour a concrete drive approach at 6101 Morningside and driveway north of 6101 at north line of parcel.
May widen north drive to 30'.

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

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

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

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

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

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

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

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

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

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

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

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

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

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 31 day of October, 2020.

Entered into this 7th day of April, 2020.

Chris
Signature of Property Owner or Authorized Representative

plumber • cw@gmail.com

Mark J. Nahr
Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

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

Date: 04/16/2020 Weekly Agenda Date: 04/21/2020

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

WORDING FOR AGENDA ITEM:

Authorize an additional Deputy position for the Woodbury County Sheriff's Office.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Woodbury County Sheriff's office would like to increase their number of deputies from 35 to 36.

BACKGROUND:

With the retirement of a Civilian Captain, the Sheriff's office would like to replace that position with a deputy.

FINANCIAL IMPACT:

There will be a savings due to the seniority of the Civilian Captain.

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

Yes No

RECOMMENDATION:

Pass the motion.

ACTION REQUIRED / PROPOSED MOTION:

Motion to authorize an additional deputy position.

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

Date: 4/17/2020

Weekly Agenda Date: 4/21/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Chairman Matthew Ung

WORDING FOR AGENDA ITEM:

Correcting misinformation regarding the disparate treatment of two cases of administrative leave within the Sheriff's Office

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

On 4/14 the Sheriff stated he used administrative leave for one of his employees March 25-27. This example was used as reason to grant his request for a second employee to be granted administrative leave from March 23 to April 1. Regarding the March 25-27 example, I asked HR Director Melissa Thomas "Are you aware of this other employee?" Thomas did not appear aware and questioned the Sheriff for details. I continued to question, "So you don't know the background for this other example?" Thomas responded, "No, not the exact circumstances" Drew said "it must have got lost in translation" PJ Jennings further discussed this example, saying "we didn't decide anything, as far as I understand" Pat Gill and Drew then agreed it was left as administrative leave and Thomas said "I thought it was different" With Thomas saying she would further look into it, Drew proceeded on with the request for the second case.

THERE WAS NEVER A CONSENSUS ON THE OUTCOME OF THE FIRST EXAMPLE DURING THE MEETING.

BACKGROUND:

During the 4/14 meeting, one argument Sheriff Drew made to support his request was the paid administrative leave given to another Sheriff's employee earlier. This came as a surprise to the Human Resources director, and board members, including myself. Supervisor Radig suggested a delay in the vote until the example could be verified, and we all should have supported that. As Drew noted, "there was no issue with that other one," and the request was for "[the] same precedent."

The next day, while the union was filing their grievance using "that other one" as evidence for their claim, I was searching for the answer regarding the first case. Why did the administrative leave code referenced by Drew not show on the payroll report? On 4/15, the Auditor's Office investigated and found that admin leave codes ONLY for the deputies (the department of the first case) were uploading to the report differently than all other departments. This meant that when admin leave codes were entered into the system by the Sheriff's Office, it was automatically reflected in the payroll report as REGULAR hours and NOT admin leave. This meant that admin leave submitted for deputies was essentially hidden, but ONLY for them. When this error was discovered 4/15, it was immediately corrected, so that all departments could be treated the same. The HR director then reported to me that this first case was originally discussed by the Sheriff's Office and Human Resources on 4/7, but because it didn't show anywhere on the payroll report as admin leave, that fact was emailed to the Sheriff's Office, resulting in more confusion. The reason for this confusion was not known until 4/15.

Again, because the first case never showed in payroll reports as admin leave when it should have, the HR director was not aware of it at the 4/14 meeting, and could not definitely advise the board of supervisors what the precedent was.

This error is not the Sheriff's fault. Nor is it anyone else's fault, as no one could tell me how that error in the system came to be.

Unfortunately, evil intent has already been publicly ascribed to this time card system error. Unfortunately, the false claim that the disparate treatment was intentional is already out there. The supervisors including myself can take whatever political flak comes our way, but as always, I hope, often in vain, for the facts to actually matter to people at the end of the day. And that is why I am putting this clarification in the record. The background of this other case should have been allowed the one extra day of investigation it required before the 4/14 action was pushed forward, so the board could make a decision with all the facts.

FINANCIAL IMPACT:

n/a

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:

n/a

ACTION REQUIRED / PROPOSED MOTION:

n/a

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

#11

Date: 4/16/20

Weekly Agenda Date: 4/21/20

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Keith Radig, Supervisor

WORDING FOR AGENDA ITEM:

Reverse accruals or no-pay for COVID related absences

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Employees had lost accruals/pay because they were told not to come into work.

BACKGROUND:

Some county employees in the county received paid leave, while others were told to stay home and lost pay or lost sick/vacation days, this is to treat employees across departments fairly.

Sheriff's Department - 68 hours

Treasurer's Office - 80 hours

Supervisors - 48 hours

Secondary Roads - 34 hours

FINANCIAL IMPACT:

Around \$4,600 - \$5,000 already budgeted

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:

My recommendation is to ensure our employees are treated the same across departments by passing this motion.

ACTION REQUIRED / PROPOSED MOTION:

Motion to reverse the loss of accruals and pay of staff that were forced to be home due to COVID related issues.

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

Date: 04/16/2020 Weekly Agenda Date: 04/21/2020

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

WORDING FOR AGENDA ITEM:

Consider approval of completion certificate for project G-2019 Stockpile Briese Pit

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county approved a contract with Hallett Materials on 09/19/2018 for gravel production out of the Briese Gravel Pit

BACKGROUND:

The project was completed January 6, 2020. The work was done within compliance with county standards. The total contract amount for the project was \$547,375.00.

FINANCIAL IMPACT:

This project was funded with local secondary road funds.

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

Yes No

RECOMMENDATION:

I recommend the Board approve, accept and certify the completed project.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the certificate of completion of project G-2019 Stockpile Briese Pit with Hallett Materials of Wall Lake, Iowa for \$547,375.00.

CERTIFICATION AS TO COMPLETION OF WORK
AND FINAL ACCEPTANCE BY THE BOARD OF SUPERVISORS
WOODBURY COUNTY, IOWA

PROJECT NO. G-2019-Stockpile Briese Pit

This is certify that work covered by contract entered into with

Hallett Materials

Of Wall Lake, Iowa under the date of September 19, 2018

Maintenance Gravel at Briese Pit in Woodbury County

Contract Amount: **\$547,375.00**

in Woodbury County was completed in accordance with the plans and specifications
therefore, and in a satisfactory manner on **January 06, 2020**

April 21, 2020 By _____
Date County Engineer

Approved: Board of Supervisors
Woodbury County, Iowa

April 21, 2020 By _____
Date Chairperson

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

Date: 04/16/2020 Weekly Agenda Date: 04/21/2020

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

WORDING FOR AGENDA ITEM:

Consider approval of completion certificate for project G-2019 Stockpile RR Pit

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county approved a contract with Hallett Materials on 09/19/2018 for gravel production out of the RR Gravel Pit

BACKGROUND:

The project was completed January 6, 2020. The work was done within compliance with county standards. The total contract amount for the project was \$343,140.00.

FINANCIAL IMPACT:

This project was funded with local secondary road funds.

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

Yes No

RECOMMENDATION:

I recommend the Board approve, accept and certify the completed project.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the certificate of completion of project G-2019 Stockpile RR Pit with Hallett Materials of Wall Lake, Iowa for \$343,140.00.

CERTIFICATION AS TO COMPLETION OF WORK
AND FINAL ACCEPTANCE BY THE BOARD OF SUPERVISORS
WOODBURY COUNTY, IOWA

PROJECT NO. GH-2019-Stockpile RR Pit

This is certify that work covered by contract entered into with

Hallett Materials

Of Wall Lake, Iowa under the date of September 19, 2018

Maintenance Gravel at Rail Road Pit in Woodbury County

Contract Amount: **\$343,140.00**

in Woodbury County was completed in accordance with the plans and specifications
therefore, and in a satisfactory manner on **January 06, 2020**

April 21, 2020 By _____
Date County Engineer

Approved: Board of Supervisors
Woodbury County, Iowa

April 21, 2020 By _____
Date Chairperson

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

Date: 04/16/2020 Weekly Agenda Date: 04/21/2020

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

WORDING FOR AGENDA ITEM:

Consider approval of completion certificate for project G-2019 Stockpile Haul

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county approved a contract with Hallett Materials on 09/19/2018 for hauling gravel to county stockpiles.

BACKGROUND:

The project was completed January 6, 2020. The work was done within compliance with county standards. The total contract amount for the project was \$352,950.00.

FINANCIAL IMPACT:

This project was funded with local secondary road funds.

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

Yes No

RECOMMENDATION:

I recommend the Board approve, accept and certify the completed project.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the certificate of completion of project G-2019 Stockpile Haul with Hallett Materials of Wall Lake, Iowa for \$352,950.00.

CERTIFICATION AS TO COMPLETION OF WORK
AND FINAL ACCEPTANCE BY THE BOARD OF SUPERVISORS
WOODBURY COUNTY, IOWA

PROJECT NO. G-2019-Stockpile Haul

This is certify that work covered by contract entered into with

Hallett Materials

Of Wall Lake, Iowa under the date of September 19, 2018

Maintenance Gravel at various locations in Woodbury County

Contract Amount: **\$352,950.00**

in Woodbury County was completed in accordance with the plans and specifications
therefore, and in a satisfactory manner on **January 06, 2020**

April 21, 2020 By _____
Date County Engineer

Approved: Board of Supervisors
Woodbury County, Iowa

April 21, 2020 By _____
Date Chairperson

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

Date: 04/16/2020 Weekly Agenda Date: 04/21/2020

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

WORDING FOR AGENDA ITEM:

Receive and consider bids for project number L-B(C278)--73-97 - Jewell Avenue Bridge

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Plans have been completed and bids will be received for construction of a new precast concrete box culvert to replace a bridge on Jewell Ave. northeast of Moville.

BACKGROUND:

The county programmed bridge C278 for replacement in fiscal year 2020. The existing bridge is load restricted due to structural deterioration. A new box culvert has been designed, required permits have been received, and bids have been requested for this replacement.

FINANCIAL IMPACT:

This bridge is paid for with local secondary road funds.

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

Yes No

RECOMMENDATION:

- 1) I recommend that the Board receive bids for project number L-B(C278)--73-97 and return them to the county engineer for review and recommendation.
- 2) If quotes show a clear low quote, the engineer may recommend award at the Board meeting after opening the quotes.

ACTION REQUIRED / PROPOSED MOTION:

- 1) Motion to receive bids for project number L-B(C278)--73-97 and return them to the county engineer for review and recommendation.
- 2) Motion to award bid if low quote is clearly determined by bid results.

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

#13

Date: 4/16/2020 Weekly Agenda Date: 4/21/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler/ Kenny Schmitz

WORDING FOR AGENDA ITEM:

DGR Professional Services

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:

DGR Engineering upon request presents agreement to formally draft the 28E County / City 28th Street (LEC off-site infrastructure) improvements agreement.

BACKGROUND:

The off-site infrastructure (street improvements) between Woodbury County & City of Sioux City will require a formal agreement the specifies terms that will be agreed upon by both parties. It is Woodbury County's responsibility to provide an agreement that addresses the engineering necessities driven by the new LEC.

FINANCIAL IMPACT:

Estimated Cost- \$15,000 (based on hourly rates)

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

Yes No

RECOMMENDATION:

Motion to approve DGR Engineering Agreement for Professional Services related to 28E Agreement

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve DGR Engineering Agreement for Professional Services related to 28E Agreement

DGR ENGINEERING
Agreement for Professional Services

THIS AGREEMENT is entered into on the 16th day of April, 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) – 28E Agreement (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 showing an itemization of hours for work performed. Invoices are due and payable within 45 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 45 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. Client as a governmental entity is exempt from taxes.

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. Client shall own the Documents created pursuant to the Agreement.

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 a material 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 45 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. OMITTED.

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. OMITTED..

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.

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 of Iowa and venue shall be in Woodbury County, Iowa.

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

<u>Woodbury County</u> (Client)	<u>DeWild Grant Reckert and Associates Company</u> <u>d/b/a DGR Engineering</u> (Consultant)
By: _____	By: <u>Bryan Wells</u>
Title: _____ (Authorized signature and Title)	Title: <u>Vice President</u> (Authorized signature and Title)
Date: _____	Date: <u>4/16/20</u>
Address: <u>620 Douglas Street</u>	Address: <u>6115 Whispering Creek Drive</u>
City: <u>Sioux City, IA 51101</u>	City: <u>Sioux City, IA 51106</u>
Phone: _____	Phone: <u>712-266-1554</u>

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 28E Agreement

PROJECT DESCRIPTION: Prepare a 28E Agreement between Woodbury County and the City of Sioux City, Iowa for a new jail located at 3701 28th Street, Sioux City, Iowa.

DGR CONTACT PERSON: Bryan Wells

CLIENT CONTACT PERSON: Dennis Butler

SCOPE OF WORK:

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.

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 3 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.