



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(SEPTEMBER 8 2020) (WEEK 37 OF 2020)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

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	Justin Wright 899-9044 jwright@woodburycountyiowa.gov
--	--	--	--	---

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held September 8, 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 7 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

3. Approval of the minutes of the September 1, 2020 meeting
4. Approval of claims
5. Board Administration – Karen James
Approval of lifting tax suspension for L.R.

6. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Presentation of award certificate to Dawn Lafave
7. Community & Economic Development – David Gleiser
Receive quarterly update on SIMPCO Membership Activity with rural cities

End Consent Agenda

- | | | |
|--------------------------------|--|--------------------------------------|
| 4:35 p.m.
(Set time) | 8. Board Administration – Heather Satterwhite <ol style="list-style-type: none"> a. Public hearing and sale of property parcel #894721151017 (aka 111 ½ 23rd Street) | Action |
| 4:37 p.m.
(Set time) | <ol style="list-style-type: none"> b. Public hearing and sale of property parcel #894711132008 (aka 4425 Central Street) | Action |
| | 9. County Elections – Steve Hofmeyer
Authorize Chairman to sign the Iowa Secretary of State Vote Safe Iowa Initiative Grant Agreement | Action |
| | 10. Emergency Services – Gary Brown <ol style="list-style-type: none"> a. Approve Woodbury County Emergency Services to purchase ten sets of new turnout gear and two racks from MES for \$22,830.00 b. Approve Woodbury County Emergency Services to purchase a new rescue truck from Jensen Ford for \$44,764.00 | Action
Action |
| | 11. Board Administration – Dennis Butler <ol style="list-style-type: none"> a. Approval of resolution approving the site of the new Woodbury County Law Enforcement Center b. Approval of resolution to consider and approve an amended and restated 28E Agreement between Woodbury County, Iowa and the Woodbury County Law Enforcement Center Authority for the payment of certain design, engineering, testing and project management fees for the Law Enforcement Center c. Approval of resolution requesting reimbursement from the Iowa COVID-19 Government Relief Fund | Action
Action
Action |
| | 12. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> a. Approval of \$15,000 funding support requested for 7' trail along Christy Road – Dan Hiserote, Overlook Developers LLC b. Approve the permit to work in the right of way for Overlook Developers c. Approve the federal aid project agreement for projects STBG-SWAP-C097 (144)—FG97 d. Award the quotes for two new hitch mounted mowers to Titan Machinery for a net price of \$28,411 | Action
Action
Action
Action |
| | 13. Reports on Committee Meetings | Information |
| | 14. Citizen Concerns | Information |
| | 15. Board Concerns | Information |

ADJOURNMENT

CALENDAR OF EVENTS

- WED., SEP. 9** **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 6:30 p.m.** Woodbury County Solid Waste Agency (Sanitary Landfill) Executive Committee Meeting, Public Safety Center, Climbing Hill
- 7:30 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., SEP. 10** **12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.** Conservation Board Meeting, Snyder Bend Park
- WED., SEP. 16** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- 10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- THU., SEP. 17** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., SEP. 18** **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- TUE., SEP. 22** **2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., SEP. 23** **2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., SEP. 24** **10:15 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, Location TBD
- 11:15 a.m.** Western Iowa Community Improvement Regional Housing Trust Fund: Location TBD
- 1:30p.m.** SIMPCO – Community & Economic Development, Location TBD
- MON., SEP. 28** **6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- THU., OCT. 1** **10:00 a.m.** COAD Meeting, The Security Institute
- MON., OCT. 5** **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- TUE., OCT. 6** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., OCT. 7** **12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- THU., OCT. 8** **12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- 4:30 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- SAT., OCT. 10** **12:00 p.m.** SIMPCO Regional Policy & Legislative Affairs Committee, Location TBD
- WED., OCT. 14** **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 10:00 a.m.** STARComm Board Meeting, The Security Institute, WIT Campus

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

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

September 1, 2020, THIRTY-SIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, September 1, 2020 at 4:00 p.m. Board members present were Pottebaum, Radig, De Witt, Ung, and Wright. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, HR Director, Dennis Butler, Budget/Tax Analyst, and Patrick Gill, Auditor/Clerk to the Board.

- 1. Motion by Ung second by De Witt to go into closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

Motion by Ung second by De Witt to go out of closed session per Iowa Code Section 215(1)(c). Carried 5-0 on roll-call vote.

Motion by Ung second by Wright to deny the county attorney’s request to provide outside counsel for the County Auditor. Carried 4-1 on a roll call vote; Pottebaum was opposed.

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

- 2. There were no citizen concerns.
- 3. Motion by Ung second by De Witt to approve the agenda for September 1, 2020, Carried 5-0. Copy Filed.

Motion by Ung second by De Witt to approve the following items by consent including a change of an ending date for a Secondary Roads employee:

- 4. To approve minutes of the August 25, 2020 meeting. Copy filed.
- 5. To approve the claims totaling \$593,659.16. Copy filed.
- 6. To approve the lifting of tax suspension for Barbara Jean Searls, 5700 Lorraine Ave, parcel #884708227008. Copy filed.
- 7a. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date of parcel #894721379009, 1523 Nebraska St., Sioux City, IA.

**RESOLUTION #13,050
NOTICE OF PROPERTY SALE**

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

**The North Fifty Feet (N 50') of Lot Four (4) in Block Seven (7), Higman’s Addition to City of Sioux City, Woodbury County, Iowa
(1523 Nebraska Street)**

NOW THEREFORE,

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

- 1. That a public hearing on the aforesaid proposal shall be held on the **15th Day of September, 2020 at 4:35 o’clock p.m.** in the basement of the Woodbury County Courthouse.
- 2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **15th Day of September, 2020**, immediately following the closing of the public hearing.
- 3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$250.00** plus recording fees.

- 4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 1st Day of September, 2020.
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

- 7b. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date of parcel #894432107011, 27 Pearl St., Sioux City, IA.

RESOLUTION #13,051
NOTICE OF PROPERTY SALE

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

The South 104 feet of the East 34 feet of Lot 5 and the South 104 feet of Lot 6 in Block 3, Jones First Addition, City of Merville in the County of Woodbury and State of Iowa (27 Pearl Street)

NOW THEREFORE,

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

- 1. That a public hearing on the aforesaid proposal shall be held on the **15th Day of September, 2020 at 4:37 o'clock p.m.** in the basement of the Woodbury County Courthouse.
- 2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **15th Day of September, 2020**, immediately following the closing of the public hearing.
- 3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$199.00** plus recording fees.
- 4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 1st Day of September, 2020.
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

- 7c. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date of parcel #894729285001, 320 W. 6th St., Sioux City, IA.

RESOLUTION #13,052
NOTICE OF PROPERTY SALE

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

West 1/3 of Lot 1, Block 26 in Sioux City Addition, City of Sioux City and Woodbury County, Iowa (320 W. 6th Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **15th Day of September, 2020 at 4:39 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **15th Day of September, 2020**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$213.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 1st Day of September, 2020.
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

- 8a. To approve the appointment of Katie Kistner, Clerk II, Human Resources Dept., effective 09-02-20, \$17.30/hour. Job Vacancy Posted 6-17-20. Entry Level Salary: \$17.30/hour; and the appointment of Willis Strawn IV, Civilian Jailer, County Sheriff Dept., effective 09-08-20, \$20.46/hour. Job Vacancy Posted 7-15-20. Entry Level Salary: \$20.46/hour. Copy filed.
- 8b. To approve the position title change from Auditor Recorder Claims Clerk II to Auditor Finance Clerk II. Copy filed.
- 8c. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Finance Clerk III, County Auditor Dept. AFSCME Courthouse: \$20.96/hour. Copy filed.
- 8d. To approve the de-authorization of Elections Clerk II, County Auditor. Copy filed.
- 8e. To approve the EAP renewal with Employee Family Resources. Copy filed.

Carried 5-0.

9. Motion by Radig second by De Witt to award the bid for project #BROS-SWAP-CO97(140)—SE-97 to Dixon Construction Co. for \$973,940.25. Carried 5-0.
10. Motion by Radig second by Ung to receive for signatures a Resolution supporting the City of Sioux City's grant application to the Iowa Department of Transportation for the revitalize Iowa's sound economy (RISE) program. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #13,053

A RESOLUTION SUPPORTING THE CITY OF SIOUX CITY'S GRANT APPLICATION TO THE IOWA DEPARTMENT OF TRANSPORTATION FOR THE REVITALIZE IOWA'S SOUND ECONOMY (RISE) PROGRAM

A RESOLUTION SUPPORTING THE CITY OF SIOUX CITY'S GRANT APPLICATION TO THE IOWA DEPARTMENT OF TRANSPORTATION FOR THE REVITALIZE IOWA'S SOUND ECONOMY (RISE) PROGRAM

WHEREAS, the City of Sioux City is applying for a RISE Grant from the Iowa Department of Transportation to support the development of an immediate, non-speculative economic development opportunity in the Southbridge Business Park; and

WHEREAS, Sabre Industries' recent announcement of an expansion at its Southbridge campus will create additional traffic and related issues on the local street system; and

WHEREAS, improvements to the local road infrastructure and the construction of a portion of Andrew Avenue in the Southbridge Business Park are vital to the success of the Sabre Industries expansion project; and

WHEREAS, the roadway to be improved through the use of RISE funds will be dedicated for public use following construction and fall within the jurisdiction of the City of Sioux City; and

WHEREAS, RISE funding is essential to the creation of 76 new jobs and \$25 million in new capital investment as proposed by the Sabre Industries expansion project, and without it the project will fail.

NOW, THEREFORE, BE IT RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS: Woodbury County hereby endorses the City of Sioux City's plan to make such road improvements in the Southbridge Business Park on Andrew Avenue as it essential to the success of the Sabre Industries expansion project and it will strengthen the heavily used road network in the Southbridge Business Park and surrounding industrial area.

Dated this 1st day of September 2020.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

11. The Board heard reports on committee meetings.
12. There were no citizen concerns.
13. Board concerns were heard.

The Board adjourned the regular meeting until September 8, 2020.

Meeting sign in sheet. Copy filed.

**WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM**

TO: Board of Supervisors
FROM: Karen James, Administrative Assistant
DATE: September 2, 2020
RE: Lifting of Tax Suspensions

Please lift the tax suspension for L.R. as this person is deceased.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: September 8, 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
Huls, Amy	County Attorney	9-04-20	Legal Secretary III			S	Separation.
Hayes, Todd	Juvenile Detention	9-20-20	P/T Youth Worker	\$21.33/hour	3.4%=\$.71/hr	R	Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 2 to Grade 1/Step 3.
Ingram, Michael	Juvenile Detention	9-27-20	P/T Youth Worker	\$21.33/hour	3.4%=\$.71/hr	R	Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 2 to Grade 1/Step 3.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director

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

Date: 09/03/20 Weekly Agenda Date: 09/08/20

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

WORDING FOR AGENDA ITEM:

Presentation of Award Certificate to Dawn Lafave.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Presentation of Award Certificate for 4 hours of Paid Time Off to Dawn Lafave.

BACKGROUND:

On 6-16-15 the Board of Supervisors approved the participation of Woodbury County employees in the City of Sioux City Blood Drives and to provide the same incentive of four hours of paid time off to employees who reach gallon milestones. Recipients of this award have been kind enough to donate to the blood bank for the benefit of others.

FINANCIAL 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:

ACTION REQUIRED / PROPOSED MOTION:

CERTIFICATE OF AWARD

FOUR (4) HOURS OF PAID TIME OFF
AWARDED TO

DAWN LAFAYE

FOR THE GENEROUS DONATION OF 3 GALLONS TO THE LIFESERVE BLOOD CENTER
(TIME OFF MUST BE REDEEMED WITHIN SIX MONTHS FROM THE DATE BELOW)

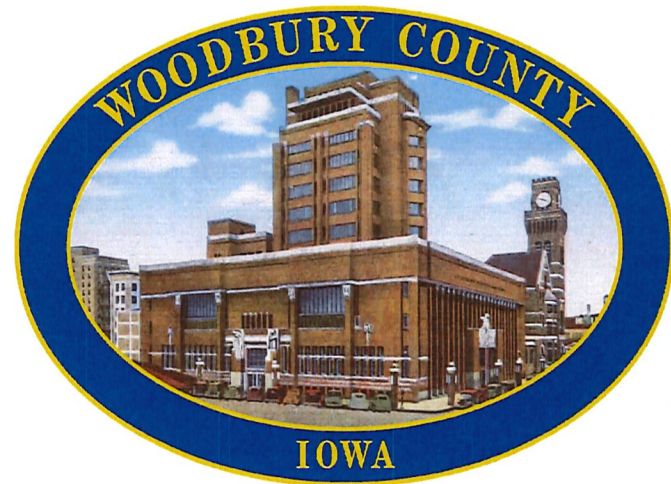
Matthew Ung, Board of Supervisors, Chairman

Rocky De Witt, Board of Supervisors

Marty Pottebaum, Board of Supervisors

Keith Radig, Board of Supervisors

Justin Wright, Board of Supervisors



September 8, 2020

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

#7

Date: 8/31/20 Weekly Agenda Date: 9/8/20

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

WORDING FOR AGENDA ITEM:

Quarterly Update on SIMPCO Membership Activity with Rural Cities

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:

This item provides the Board with the 4th quarterly progress reports from SIMPCO on their work with rural cities that accepted the county's offer to pay for half of their membership dues to SIMPCO during FY19-20.

BACKGROUND:

FY19-20 was the 4th consecutive year the Board agreed to pay for 50% of the membership dues for rural cities to receive SIMPCO services. \$7,293 in Local Option Sales Tax (LOST) funds were allocated for all 14 cities. 10 cities accepted the offer so the county's actual cost was \$5,753.

FINANCIAL IMPACT:

\$5,753 (LOST funds) FY20

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 4th quarter report.

ACTION REQUIRED / PROPOSED MOTION:

Motion to receive the 4th quarter from SIMPCO for fiscal year FY20.



Siouxland Interstate Metropolitan Planning Council

1122 PIERCE STREET • SIOUX CITY IOWA • 51105 • PHONE 712.279.6286 • FAX 712.279.6920 • EMAIL SIMPCO@SIMPCO.ORG

MEMORANDUM

TO: David Gleiser, Woodbury County Community and Economic Development Director

FROM: Michelle Bostinelos, SIMPCO Executive Director

DATE: August 14, 2020

RE: SIMPCO Progress Report Qtr. 4 | April 1, 2020 – June 30, 2020

The Woodbury County Board of Supervisors agreed to pay for one half of rural Woodbury County communities' membership dues to SIMPCO for FY 2020 (July 1, 2019 – June 30, 2020). The goal of the partnership is for rural Woodbury County communities to utilize the Siouxland Interstate Metropolitan Planning Council (SIMPCO) in providing tools, research, technical assistance and regional collaboration to help grow community and economic development project across Woodbury County.

For FY 2020, the following communities signed-up for a SIMPCO Membership: Anthon, Bronson, Cushing, Correctionville, Hornick, Lawton, Merville, Oto, Salix and Sergeant Bluff. Information in this report demonstrates project(s)/information requested, total time, and estimated value of services offered directly to each of the communities as well as the indirect value of SIMPCO membership and regional collaboration.

During the 4th quarter, SIMPCO spent approximately 88 direct hours which equals an estimated value of \$5,984 assisting member communities in Woodbury County. Indirect time working on projects, committees, regional projects, and outreach that indirectly benefits Woodbury County communities is estimated at 256 hours or an estimated value of \$17,408. The net benefit of SIMPCO membership for rural Woodbury County communities in the fourth quarter is equaled \$23,392.

Fourth Quarter Notes:

- Unlike the other rural Woodbury County communities, Sergeant Bluff is part of the SIMPCO Metropolitan Planning Organization (MPO) and the urban area of Sioux City. MPO work may not be specifically directed to Sergeant Bluff but pertains to metropolitan transportation planning as a whole and Sergeant Bluff's placement in the MPO. Twenty percent of MPO funds are from MPO members' dues used as local match to complete the necessary work required to ensure federal transportation funds continue to flow into the metropolitan region.

- SIMPCO staff is working on several regional plans and which indirectly benefits the members these include the Transportation Improvement Programs, Census promotion, Comprehensive Economic Development Strategy (CEDS), and the Hazard Mitigation Plans.
- SIMPCO has been working closely with Sergeant Bluff on a 5-2-1-0 IDPH grant application and a TAP Application for the MPO.
- SIMPCO hosted a Virtual 101 via Zoom, for members to learn more about the organization.
- SIMPCO reached out to all the members to see if they needed any assistance due to the COVID19 pandemic. Meeting with communities during the 4th quarter proved challenging due to the situation.
- SIMPCO completed the five-year Comprehensive Economic Development Strategy (CEDS) plan for the region, including rural Woodbury County. This plan is linked to U.S. EDA funds coming to the region.
- SIMPCO applied for U.S. EDA CARES Act Recovery funds to provide technical services to members and small businesses throughout the region. In addition, SIMPCO will use the funds to create an addendum to the CEDS document regarding the recovery and resiliency of the region due to the pandemic.
- SIMPCO created resource page on the website for the COVID19 response. In addition, we will be checking with all the communities to see what assistance they might need during the pandemic. In addition, weekly newsletters with updates and information will be sent to members during the crisis.
- Woodbury County communities received the following electronic newsletters and information sent out by SIMPCO:
 - Updates Newsletter – June
 - SIMPCO 101 Invite
 - SIMPCO Services Survey
 - SIMPCO Updates - April (1) & May (3)
 - Transportation Improvement Program public input
 - Transportation Planning Work Program public input
- SIMPCO leads or participates in several groups and committees that benefit Woodbury County rural communities through regional cooperation. During the third quarter, SIMPCO lead or participated in the following committees/boards/organizations/groups:
 - SIMPCO MPO Transportation Advisory Committee and Policy Board
 - Siouxland Economic Development Corporation (SEDC)
 - Siouxland Regional Transportation Planning Association (SRTPA) Transportation Technical Committee and Policy Board
 - Siouxland Regional Transit System

- Tri-State Incident Management Team
- Local Emergency Planning Committee (LEPC)
- Western Iowa Community Improvement Regional Housing Trust Fund
- Iowa Association of Councils of Governments (ICOG)
- Siouxland Chamber of Commerce Transportation Committee
- Siouxland Chamber Legislative Committee
- Siouxland Chamber Enhancement Committee
- Iowa DOT meetings including MPO/RPA Directors meetings
- SIMPCO Board meetings
- Siouxland District Health – Healthy Siouxland Partners
- Transportation Advisory Group

Anticipated work in 1st Quarter 2021:

- SIMPCO staff will continue to meet with communities to develop projects and to work on specific tasks as requested
- Metropolitan Planning Organization work will continue which will affect Sergeant Bluff including MPO meetings, Transportation Improvement Program (TIP) management, Safe Routes to School, Long Range Transportation Plan, Passenger Transportation Plan, Tri-State Incident Management Team, and MPO Bicycle/Pedestrian Roundtable.
- SIMPCO will respond to data requests, grant writing and general requests for information from member communities
- SIMPCO staff will continue to work on the 2045 LRTP for the MPO area which includes Sergeant Bluff and a portion of Woodbury County. This plan is linked to state and Federal transportation funds coming to the region.
- SIMPCO will be sending out a Request for Projects to members, local economic development groups and chambers to seek technical projects to help with the COVID-19 pandemic response.
- SIMPCO will be working with Iowa West Coast Initiative to hire an Entrepreneurial Community Navigator to work with business startups and businesses in Woodbury, Plymouth and Monona counties.
- SIMPCO will be finalizing the regional Hazard Mitigation Plans which ensures communities receive grants and funding for emergency mitigation.
- SIMPCO will continue to distribute electronic newsletters and grant blasts about upcoming activities/events/trainings/grants.
- During the fourth quarter, SIMPCO will lead or participated in the following committees/boards/organizations/groups which benefit Woodbury County Communities:
 - Iowa West Coast Initiative
 - Iowa Association of Councils of Government (ICOG)

- MPO Bicycle/Pedestrian Roundtable
- Siouxland Economic Development Cooperation
- Tri-State Incident Management Team
- SIMPCO MPO Transportation Advisory Committee and Policy Board
- Siouxland Regional Transit System Board
- Siouxland Regional Transportation Planning Association (SIMPCO-RPA)
- Iowa DOT Travel Demand Modeling Meetings
- MPO TTC and Policy Board
- Siouxland Chamber Transportation Committee
- Siouxland Chamber Enhancement Committee

Opportunities:

- There are grant opportunities listed on the SIMPCO website. Members should prioritize projects and contact SIMPCO to begin working applications.
- Members should submit projects to SIMPCO and utilize the U.S. EDA CARES Act funding for technical assistance
- Members should utilize SIMPCO GIS services to update and digitize city maps
- Members should utilize SIMPCO to update City Codes or Zoning Ordinances.
- Members are invited to appoint the Mayor or Council person to sit on the SIMPCO Board of Directors- next meetings: August 13, October 8, December 10

Siouxland Interstate Metropolitan Planning Council

Progress Report: April 1 – June 30, 2020

Community	Community Goals/Priorities	Work During 4th Qtr.	Total Time (hours)	Estimated Value	Additional Member Fee
Anthon Total Dues: \$786 Woodbury County Portion: \$393	Grant Writing <i>Staff contact: Michelle Bostinelos Dawn Kimmel</i>	Staff researched the possibility of funding for sidewalks Outreach Hazard Mitigation Plan	Qtr. 1: 1 Qtr. 2: 1 Qtr. 3: 1 Qtr.4: 1 Total: 4	Qtr. 1: \$68 Qtr. 2: \$68 Qtr. 3: \$68 Qtr 4: \$68 Total: \$272	None
Bronson Total Dues: \$636 Woodbury County Portion: \$318	Grant Writing/Research <i>Staff contact: Michelle Bostinelos Dawn Kimmel</i>	Outreach Hazard Mitigation Plan	Qtr. 1: 2 Qtr. 2: 1 Qtr. 3: 1 Qtr. 4: 1 Total: 5	Qtr. 1: \$136 Qtr. 2: \$68 Qtr. 3: \$68 Qtr. 4: \$68 Total: \$340	None
Cushing Total Dues: \$514 Woodbury County Portion: \$257	Grant Writing – City Hall, Downtown <i>Staff contact: Michelle Bostinelos Dawn Kimmel</i>	Outreach Hazard Mitigation Plan	Qtr. 1: 2 Qtr. 2: 1 Qtr. 3: 1 Qtr. 4: 1 Total: 5	Qtr. 1: \$136 Qtr. 2: \$68 Qtr. 3: \$68 Qtr. 4: \$68 Total: \$340	None

Community	Community Goals/Priorities	Work During 4th Qtr.	Total Time (hours)	Estimated Value	Additional Member Fee
Hornick Total Dues: \$520 Woodbury County Portion: \$260	Grant writing, ordinance update, implementing comprehensive plan. Disaster Recovery <i>Staff contact: Michelle Bostinelos, Dawn Kimmel</i>	Outreach Hazard Mitigation Plan	Qtr. 1: 9 Qtr. 2: 9 Qtr. 3: 1 Qtr. 4: 1 Total: 20	Qtr. 1: \$612 Qtr. 2: \$612 Qtr. 3: \$68 Qtr. 4: \$68 Total: \$1,360	none
Lawton Total Dues: \$1,113 Woodbury County Portion: \$557	Downtown Revitalization, Trails, Safe Routes to Schools/ <i>Staff contact: Michelle Bostinelos, Dawn Kimmel,</i>	Outreach Hazard Mitigation Plan	Qtr. 1: 6 Qtr. 2: 1 Qtr. 3: 1 Qtr. 4: 1 Total: 9	Qtr. 1: \$408 Qtr. 2: \$68 Qtr. 3: \$68 Qtr. 4: \$68 Total: \$612	none
Correctionville Total Dues: \$1,030 Woodbury County Portion: \$515	Grant Writing <i>Staff Contact: Michelle Bostinelos, Amanda Harper Dawn Kimmel</i>	Outreach Hazard Mitigation Plan CDBG Housing Rehab application	Qtr. 1: 6 Qtr. 2: 9 Qtr. 3: 4 Qtr. 4: 15 Total: 34	Qtr. 1: \$408 Qtr. 2: \$612 Qtr. 3: \$272 Qtr. 4: \$1,020 Total \$2,312	

<p>Moville Total Dues: \$1,787 Woodbury County Portion: \$894</p>	<p>Grants – Community Catalyst/ Downtown Revitalization, Trails</p> <p><i>Staff contact: Michelle Bostinelos, Dawn Kimmel</i></p>	<p>Outreach Hazard Mitigation Plans Community Catalyst Grant</p>	<p>Qtr. 1: 21 Qtr. 2: 9 Qtr. 3: 24 Qtr. 4: 20 Total: 74</p>	<p>Qtr. 1: \$1,428 Qtr. 2: \$612 Qtr.3: \$1,632 Qtr. 4: \$1,360 Total: \$5,032</p>	<p>none</p>
<p>Oto Total Dues: \$380 Woodbury County Portion: \$190</p>	<p>Annual Financial Report, Budget Assistance, Code Update, Grants, Trails</p> <p><i>Staff contact: Michelle Bostinelos, Dawn Kimmel</i></p>	<p>Outreach Hazard Mitigation Plan Grant research for emergency services</p>	<p>Qtr. 1: 5 Qtr. 2: 2 Qtr. 3: 4 Qtr. 4: 6 Total: 17</p>	<p>Qtr. 1: \$340 Qtr. 2: \$136 Qtr. 3: \$272 Qtr. 4: \$408 Total: \$1,156</p>	<p>none</p>
<p>Salix Total Dues: \$685 Woodbury County Portion: \$342</p>	<p>Grants</p> <p><i>Staff contact: Michelle Bostinelos Dawn Kimmel</i></p>	<p>Outreach Hazard Mitigation Plan Emergency Siren Grant</p>	<p>Qtr. 1: 2 Qtr. 2: 21 Qtr. 3: 35 Qtr. 4: 2 Total: 60</p>	<p>Qtr. 1: \$136 Qtr. 2: \$1,428 Qtr. 3: \$2,380 Qtr. 4: \$136 Total: \$4,080</p>	<p>none</p>
<p>Sergeant Bluff Total Dues: \$4,054 Woodbury County Portion: \$2,027</p>	<p>Safe Routes to Schools, Street Analysis, Traffic Counts, GIS mapping, Grants, Regional Issues/ <i>Staff Contact: Michelle Bostinelos, Erin Berzina, Gabriel Appiah, Dawn Kimmel</i></p>	<p>Outreach Hazard Mitigation Plan 5-2-1-0 Grant TAP Grant MPO Work</p>	<p>Qtr. 1: 41 Qtr. 2: 51 Qtr. 3: 53 Qtr. 4: 40 Total: 185</p>	<p>Qtr. 1: \$2,788 Qtr. 2: \$3,468 Qtr. 3: \$3,604 Qtr. 4: \$2,720 Total: \$12,580</p>	<p>none</p>

Direct Totals: This includes time directly working with Woodbury County communities on projects, data collection and technical assistance.

Totals Dues	Woodbury County Portion	
\$11,505	\$5,753	
Time Period	Total Time (hours)	Estimated Value
Quarter 1: July 1 – September 30	95	\$6,460
Quarter 2: October 1 – December 31	105	\$7,140
Quarter 3: January 1 – March 31	125	\$8,500
Quarter 4: April 1 – June 30	88	\$5,984

Indirect Totals: This includes time working on projects, committees, outreach that indirectly benefits Woodbury County communities.

Program/Project	Total Time (hours) Qtr. 1	Estimated Value Qtr. 1	Total Time (hours) Qtr. 2	Estimated Value Qtr. 2
Newsletter/Grant Blasts/Notification of Events/ Committees/Meetings/Boards	9	\$612	16	\$1,088
Regional Work (RPA, HAZ Mat, CEDS)	40	\$2,720	40	\$2,720
	111	\$7,548	239	\$16,252
Totals:	160	\$10,880	295	\$20,060
Program/Project	Total Time (hours) Qtr. 3	Estimated Value Qtr. 3	Total Time (hours) Qtr. 4	Estimated Value Qtr. 4
Newsletter/Grant Blasts/Notification of Events	18	\$1,224	9	\$612
Committee/Meetings /Boards	40	\$2,720	34	\$2,312
Regional work (RPA,HAZ MAT, CEDS)	144	\$9,792	213	\$14,484
Totals:	202	\$13,736	256	\$17,408

Total Net Benefit:

	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4
Direct Total Estimated Value	\$6,460	\$7,140	\$8,500	\$5,984
Indirect Total Estimated Value	\$10,880	\$20,060	\$13,736	\$17,408
Total:	\$17,340	\$27,200	\$22,236	\$23,392
Additional Grant Awards:				
Oto MRHD	\$25,000			
Sergeant Bluff TAP				\$125,000
Salix MRHD				\$15,000

RESOLUTION #

NOTICE OF PROPERTY SALE

Parcels #894721151017

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

**North 6 feet South 110 feet of Lot Eight (8) Block Six (6), Call's Summit 2nd Addition, City of Sioux City, Woodbury County, Iowa
Subject to restrictive covenants and easements of record and subject to a perpetual easement for alley purposes
(111 1/2 23rd Street)**

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **8th Day of September, 2020 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **8th Day of September, 2020**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$199.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 25th Day of August, 2020.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Julia Lesko Date: 6/22/19
Address: 107 23rd St. S.C. 51104 Phone: 898-5366

Address or approximate address/location of property interested in:
111 1/2 23rd St.

GIS PIN # 894721151017

**This portion to be completed by Board Administration **

Legal Description:

The North 6 feet South 110 feet
of Lot 8 Block 6, City of Sioux City,
Woodbury County, Iowa

Tax Sale #/Date: #1320 - 6/18/2007 Parcel # —

Tax Deeded to Woodbury County on: we currently hold tax certificate

Current Assessed Value: Land Ø Building — Total Ø

Approximate Delinquent Real Estate Taxes: \$185-

Approximate Delinquent Special Assessment Taxes: \$150-

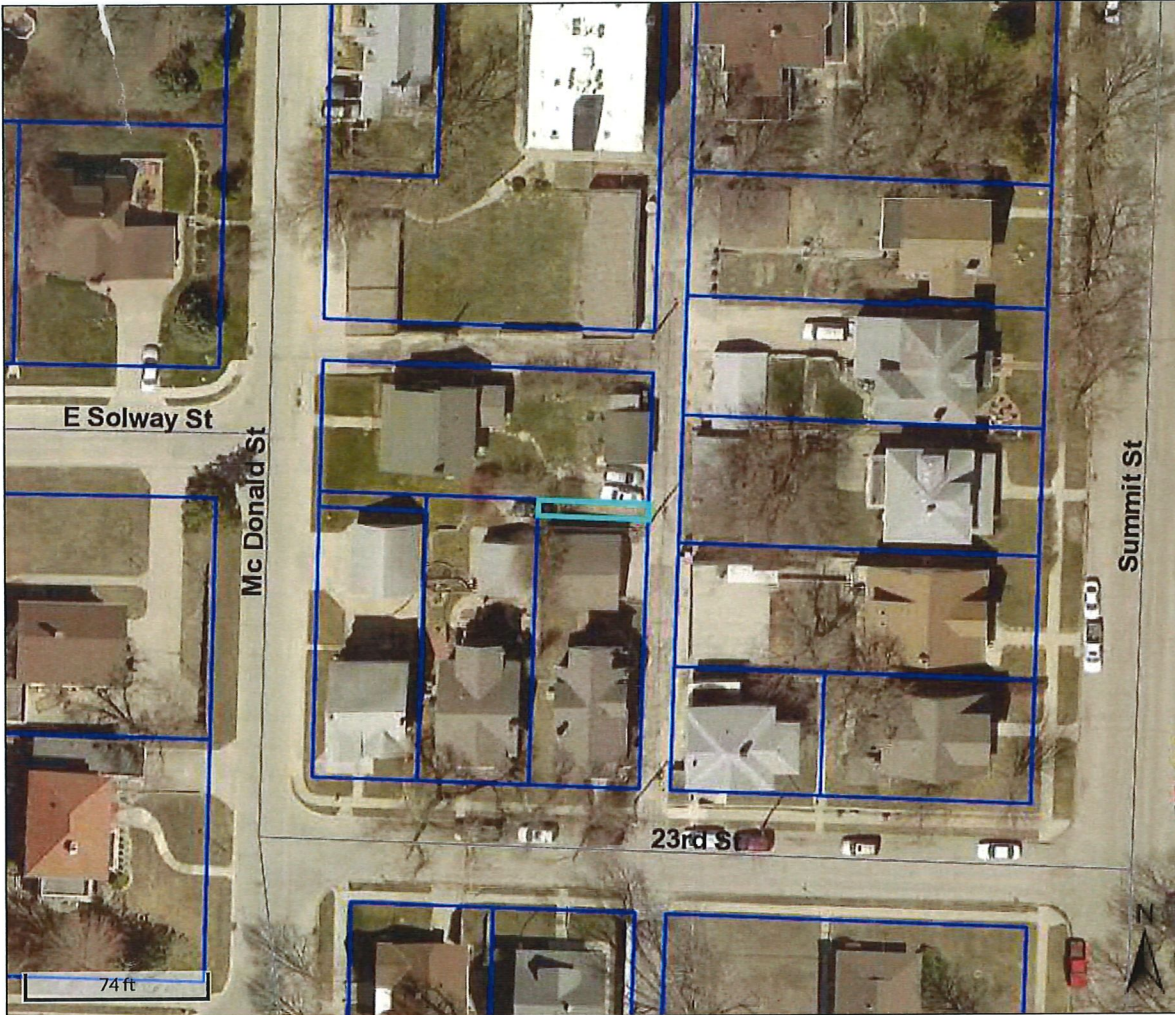
*Cost of Services: \$114

Inspection to: Keith Radig Date: 6/22/19

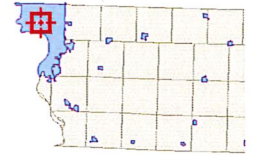
Minimum Bid Set by Supervisor: \$85.00 plus \$114 for cost of services

Date and Time Set for Auction: Tuesday, September 8th @ 4:35 Total: \$199

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview

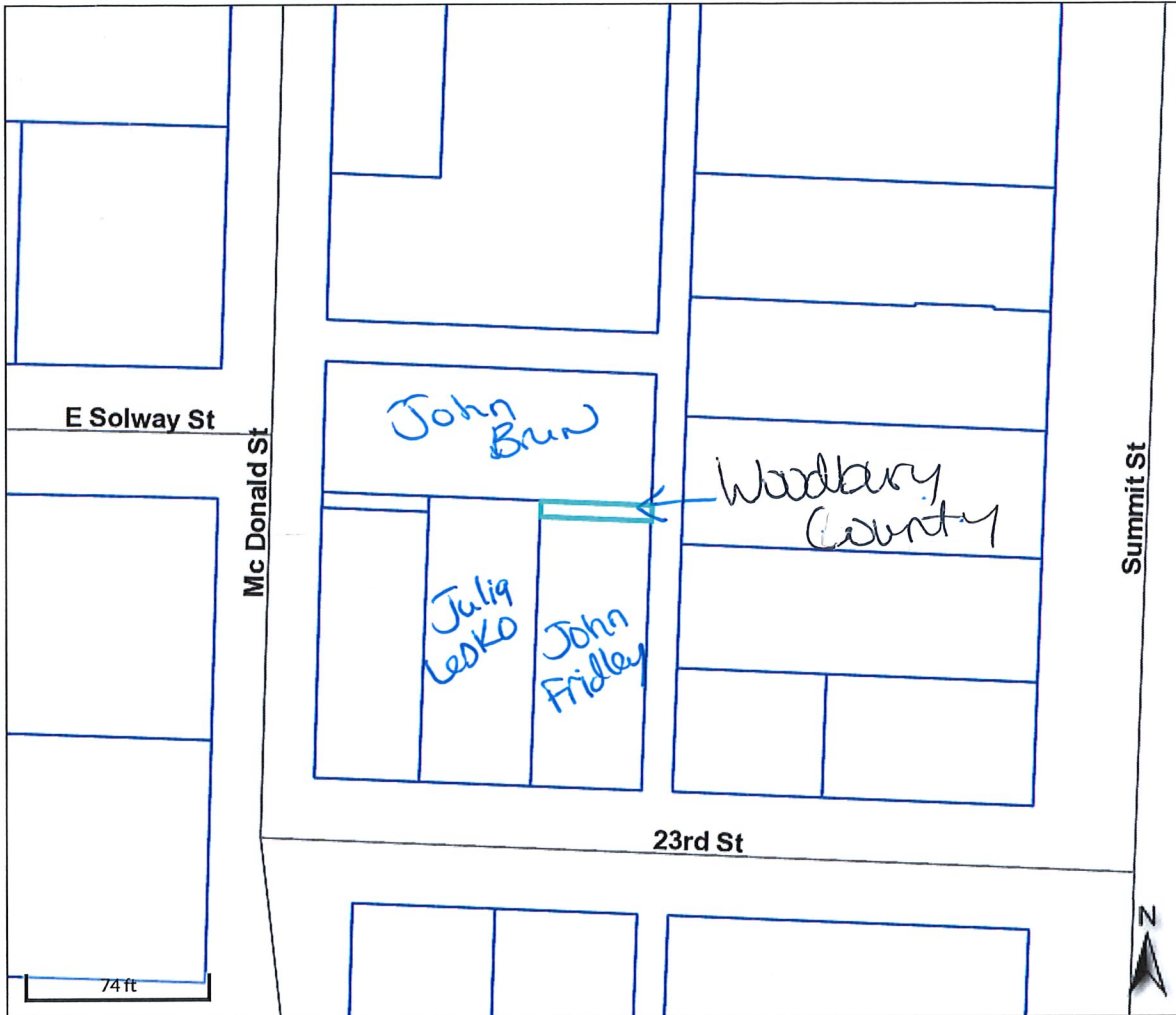


Legend

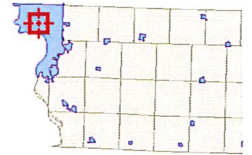
- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID	894721151017	Alternate ID	88025	Owner Address	ZIMMERMAN GERALD G ZIMMERMAN ELVERA C
Sec/Twp/Rng	n/a	Class	R		111 1/2 23RD ST
Property Address	111 1/2 23RD ST	Acreage	n/a		MAIL RETURNED
	SIOUX CITY				
District	087				
Brief Tax Description	CALLS SUMMIT 2ND N 6 FT S 110 FT LOT 8 BLK 6				
	(Note: Not to be used on legal documents)				

Date created: 6/21/2019
 Last Data Uploaded: 6/20/2019 7:01:04 PM



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	894721151017	Alternate ID	88025	Owner Address	ZIMMERMAN GERALD G ZIMMERMAN ELVERA C
Sec/Twp/Rng	n/a	Class	R		111 1/2 23RD ST
Property Address	111 1/2 23RD ST	Acreage	n/a		MAIL RETURNED
	SIOUX CITY				
District	087				
Brief Tax Description	CALLS SUMMIT 2ND N 6 FTS 110 FT LOT 8 BLK 6				
	(Note: Not to be used on legal documents)				

Date created: 6/21/2019
 Last Data Uploaded: 6/20/2019 7:01:04 PM

RESOLUTION #**NOTICE OF PROPERTY SALE****Parcels #894711132008**

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

**Lots 7, 8 and 9 in Block 25 of Leeds Addition to Sioux City, in the County of Woodbury and State of Iowa
(4425 Central Street)**

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **8th Day of September, 2020 at 4:37 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **8th Day of September, 2020**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$447.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 25th Day of August, 2020.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Chris Schaber Date: 8/23/19
Address: 4421 Harrison St. Phone: 301-2040

Address or approximate address/location of property interested in:
4425 Central St.

GIS PIN # 894711132008

*This portion to be completed by Board Administration *

Legal Description:
Lot 7-9 in Block 25 of Leeds Addition
to Sioux City and Woodbury County, Iowa

Tax Sale #/Date: #947 - 6/18/2012 Parcel #

Tax Deeded to Woodbury County on: N/A - we hold certificate

Current Assessed Value: Land \$16,500 Building 0 Total \$16,500

Approximate Delinquent Real Estate Taxes: \$7,765

Approximate Delinquent Special Assessment Taxes: \$27,500

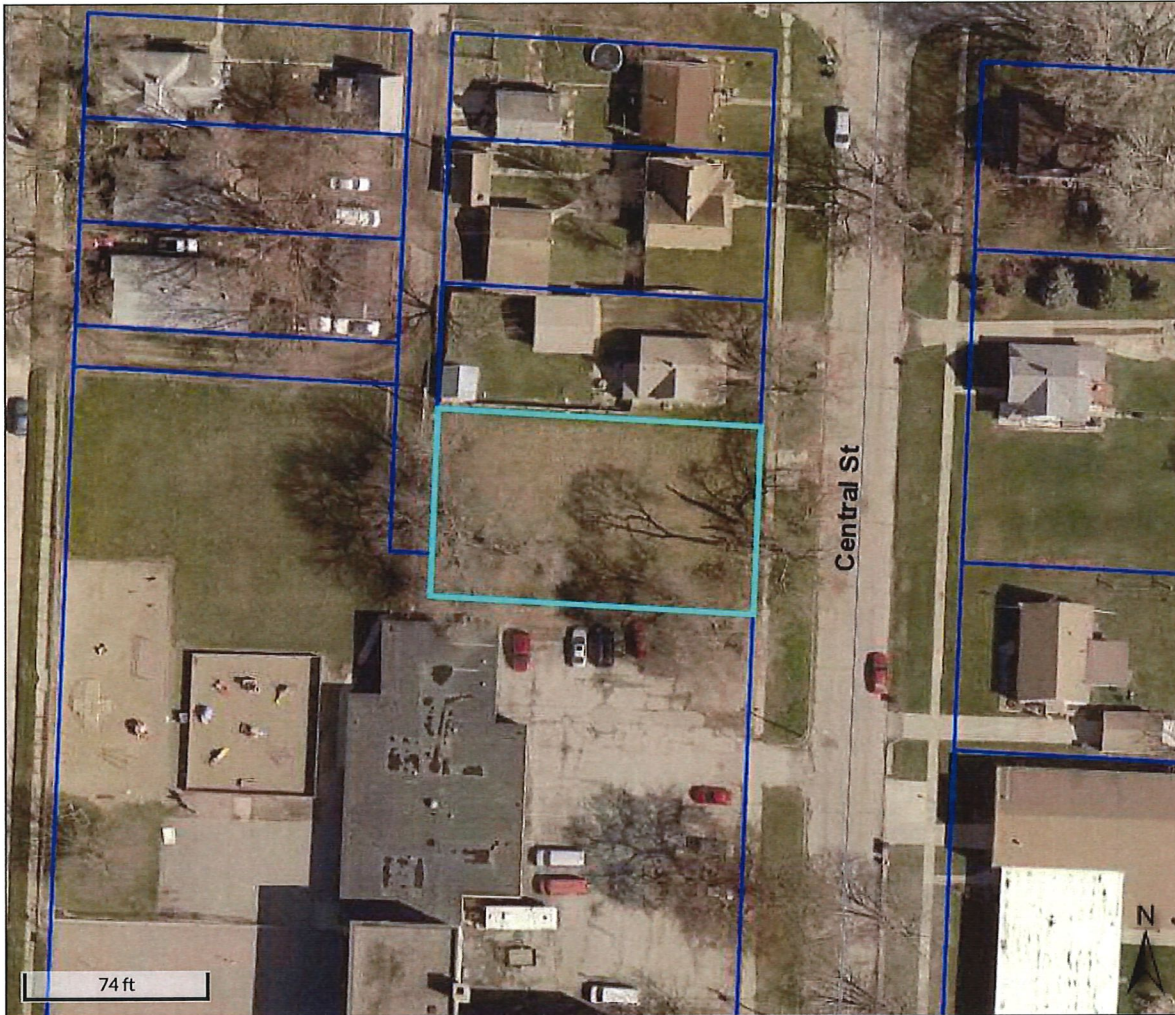
*Cost of Services: \$122

Inspection to: Keith Radig Date: 8/23/19

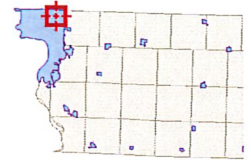
Minimum Bid Set by Supervisor: \$325.00 plus \$122 for cost of serv. co

Date and Time Set for Auction: Tuesday, September 8th @ 4:37 Total \$447

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview

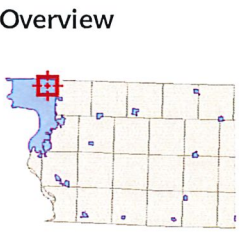


Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	894711132008	Alternate ID	306120	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	4425 CENTRAL ST	Acreage	n/a		SIOUX CITY 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	LEEDS LOTS 7-9 BLK 25				
	(Note: Not to be used on legal documents)				

Date created: 8/18/2020
 Last Data Uploaded: 8/17/2020 7:31:24 PM



- Legend**
- Roads
 -  Corp Boundaries
 -  Townships
 -  Parcels

Parcel ID	894711132008	Alternate ID	306120	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	4425 CENTRAL ST	Acreage	n/a		SIOUX CITY 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	LEEDS LOTS 7-9 BLK 25				

(Note: Not to be used on legal documents)

Date created: 8/18/2020
 Last Data Uploaded: 8/17/2020 7:31:24 PM

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

#9

Date: 9/3/2020 Weekly Agenda Date: 9/8/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Steve Hofmeyer

WORDING FOR AGENDA ITEM:

Iowa Secretary of State Vote Safe Iowa Initiative Grant Agreement

ACTION REQUIRED:

- Approve Ordinance Approve Resolution Approve Motion
Give Direction Other: Informational Attachments

EXECUTIVE SUMMARY:

Approval for the Chairman of the Board to sign the agreement.

BACKGROUND:

Woodbury County can use this grant to be reimbursed for additional qualified election expenses due to the Covid-19 virus.

FINANCIAL IMPACT:

Woodbury County can be reimbursed up to \$37,000 for qualified election expenses due to the Covid-19 virus.

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 approve the Chairman of the Board to sign the Grant Agreement.

ACTION REQUIRED / PROPOSED MOTION:

To approve the Chairman of the Board to sign the Grant Agreement.



Iowa Secretary of State Vote Safe Iowa Initiative Grant Agreement



County Name: Woodbury

Contract Number: 397-11320-HAVACARES

Grant Award Amount: \$37,000.00

CFDA No.: 90.404

County DUNS Number: _____

1. **Parties:** This agreement is between Woodbury County, Iowa (hereinafter referred to as the County) and the Iowa Secretary of State.
2. **Purpose:** Pursuant to the CARES Act and the Help America Vote Act, the Iowa Secretary of State's Office has received funding via the Election Assistance Commission (hereinafter referred to as the "EAC") "to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle." The County has applied for and been awarded grant funds, not to exceed the amount set forth above, for the purpose of preventing, preparing for, and responding to coronavirus for the November 3, 2020 General Election.
3. **Grant Period:** The performance period for the grant-funded activities begins upon execution of this agreement by both parties. The County shall remit all unexpended funds by **November 30, 2020**.
4. **Project Activity and Reimbursement of Costs:** All expenditures must meet the guidelines laid out in the "Application Guidelines" document. The County may reimburse themselves for expenditures outlined in the "Application Guidelines" that occurred on or after January 20, 2020.
5. **Records:** The County shall maintain a proper accounting system in accordance with generally accepted accounting standards, including books, records, documents and other evidence pertaining to all costs and expenses for which funds are expended. The County shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Agreement and shall maintain these materials for a period of (5) years from the date the County submits their final report to the Secretary of State or until January 1, 2026, whichever is later.

The County acknowledges that all funds received under this agreement are subject to audit and that access to records related to grant project expenditures shall be made available to the

Secretary of State, Auditors of State or their representatives, or representatives of the Federal Election Assistance Commission or the Comptroller General, for purposes of examination and/or audit of the project. The County will comply with requirements outlined in 2 CFR 200.

6. **Reporting Requirement:** The County shall provide a final expenditure report to the Secretary, on a form prescribed by the Secretary, no later than Friday, November 13, 2020 at 5:00 p.m.
7. **Compliance with Laws:** The County agrees that it will comply with all applicable Federal, State, and Local laws, regulations or directives in conducting project activities, and certifies that use of the grant funds will be consistent with the requirements of the following Federal laws:

HAVA – Title II, Part 2 and Title III [42 USC §§ 15421 – 15425, 15481 – 15485];
The Voting Rights Act of 1965 [42 USC § 1973 et seq];
The Voting Accessibility for the Elderly & Handicapped Act [42 USC § 1973 ee et seq];
The Uniformed and Overseas Citizens Absentee Voting Act [42 USC § 1973 ff et seq];
The National Voter Registration Act of 1993 [42 USC §1973 gg et seq];
The Americans with Disabilities Act of 1990 [42 USC § 12101 et seq]; and
The Rehabilitation Act of 1973 [29 USC § 701 et seq].

8. **Default:** Noncompliance with the terms of this Agreement shall be grounds for cancellation of the grant award and recapture of funds provided to the County. The County agrees to return to the Iowa Secretary of State, within 45 days of written request from the Secretary, all funds received which are not supported upon audit or other Federal or State review of the documentation maintained by the County.
9. **Execution:** This agreement becomes effective when approved by both parties.

County of Woodbury Date _____

Chairperson, Board of Supervisors

County Auditor

Heidi Burhans
Director of Elections
Iowa Secretary of State Office

Date

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

#10a

Date: 9/2/2020 Weekly Agenda Date: 9/8/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Gary Brown, Director of Emergency Services

WORDING FOR AGENDA ITEM:

Emergency Services is requesting approval to purchase new turnout gear.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Emergency Services is requesting approval to purchase new turnout gear.

BACKGROUND:

Emergency Services was granted approval to begin the process to purchase new turnout gear to be compliant with the insurance work comp guidelines. Emergency Services received three quotes that included ten sets of turnout gear (coat, pants, suspenders, boots, hoods, helmets, gloves) and two racks for gear. Danko \$28,573.00, Heiman \$23,698.90 and MES \$22,830.00

FINANCIAL IMPACT:

The cost to purchase new turnout gear from MES is \$22,830.00.

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

Yes No

RECOMMENDATION:

Woodbury County Emergency Services recommends the Woodbury County Board of Supervisors grant approval to purchase ten sets of new turnout gear and two racks from MES for \$22,830.00

ACTION REQUIRED / PROPOSED MOTION:

The Woodbury County Board of Supervisors make the motion to approve Woodbury County Emergency Services to purchase ten sets of new turnout gear and two racks from MES for \$22,830.00.



Danko Emergency Equipment

PO Box 218
 302 E 4th Street
 Snyder, NE 68664-0218 USA
 Phone: 402-568-2200
 sales@danko.net
 www.danko.net

Quote No: 22347

Monday, August 24, 2020

Page 1 of 1

Account Address:

Attention:

WOODBURY COUNTY EMERGENCY SVC
 121 DEER RUN TRAIL
 CLIMBING HILL, IA 51015

Shipping Address:

WOODBURY COUNTY EMERGENCY !
 121 DEER RUN TRAIL

 CLIMBING HILL, IA 51015

Ship Via	Shipping Terms	Prices are Valid Until
BEST WAY	Prepay and Add	Wednesday, September 23, 2020

Line #	Part ID:	Description	Qty	Price	Extended
1	FID	FIRE DEX-FXR TOURNOUT COAT TO SPEC.	10.00	1,270.00	12,700.00
2	FID	FIRE DEX-FXR PANT TO SPEC	10.00	855.00	8,550.00
3	FIDG2LXL	G2L GAUNTLET GLOVE X-LARGE	10.00	89.00	890.00
4	BLK9451-10.5W	BOOT RUBBER 16" LUG NOMEX/KEVLAR 10.5 WIDE	10.00	140.00	1,400.00
5	BULLTX-L/Y	BULLARD HELMET LTX THERMOPLASTIC LIME/YELLOW, FACESHIELD, L/Y TRIM	10.00	185.00	1,850.00
6	PGI3048085	HOOD, NOMEX ULTIMATE	10.00	28.50	285.00
7	GRR	GROVES INC. READY RACK	2.00	1,449.00	2,898.00

Contact

Salesperson: Hayden Boeke
 Contact Phone:
 Email: hayden@danko.net

Sub Total **\$28,573.00**
 Tax **\$0.00**
 Total Price **\$28,573.00**

WORK ORDER

Date 8-25-20

Invoice Order Quote Credit/Return Other



SALESMAN	
Name:	<u>ROB IMHOFF 066</u>
Ph. <u>712-898-4322</u>	E-mail: <u>Robimhoff@heimanfire.com</u>

Heiman Fire Equipment | Federal ID # 42-0955663

2320 NW Blvd. Ashton, IA 51232
 Ph. 712.724.6212 | 1.800.831.8547
 Fax. 712.724.6474 | www.heimanfire.com

CUSTOMER	
Name	<u>Woodbury County Emergency Services</u>
Address	_____
City	_____ State _____ Zip _____
Ph.	_____ E-mail <u>Gbrown@woodburycountyi</u>
Customer #	_____ PO# _____

SHIP TO	
<input checked="" type="checkbox"/> same as CUSTOMER	
Name	_____
Address	_____
City	_____ State _____ Zip _____
Contact Name	<u>Gary Brown</u> Contact Ph. _____
<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential	

Qty Order	Qty Ship	Part Number	Description	Price	Total Amount
10			Fire-Dex FXM Turnout Gear,	\$ 1,554.26	\$ 15,542.60
			Coat, Pant & Suspenders.	\$	\$0.00
10		3702-807-6000	Hellfire Insulated Rubber Boots.	\$ 143.95	\$ 1,439.50
10		1154-200-K288	Nomex High Temp Hoods.	\$ 22.95	\$ 229.50
10		1158-FCP5000	Firecraft Phoenix Gloves.	\$ 84.95	\$ 849.50
				\$	\$0.00
2		1693-RMDS-6/20	Mobile Red Rack, Double Sided.	\$ 1,664.40	\$ 3,328.80
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
			Estimated Shipping \$300.00	\$	\$0.00
				\$	\$0.00

Subtotal \$	21,389.90
Shipping & handling	
Tax rate ___% Tax	
Credit	
TOTAL \$	

0 • C
 21,389.90 +
 2,309.00 +
 23,698.90 *

THIS IS NOT AN INVOICE. ALL INVOICES WILL BE SENT DIRECTLY FROM THE OFFICE.

WORK ORDER

Date 8-31-20

Invoice Order Quote Credit/Return Other



Heiman Fire Equipment | Federal ID # 42-0955663

2320 NW Blvd. Ashton, IA 51232

Ph. 712.724.6212 | 1.800.831.8547

Fax. 712.724.6474 | www.heimanfire.com

SALESMAN	
Name:	<u>ROB IMHOFF 066</u>
Ph. <u>712-898-4322</u>	E-mail: <u>Robimhoff@heimanfire.com</u>

CUSTOMER	
Name	<u>Woodbury County Emergency Services</u>
Address	_____
City	_____ State _____ Zip _____
Ph. _____	E-mail _____
Customer # _____	PO # _____

SHIP TO		<input type="checkbox"/> same as CUSTOMER
Name	_____	
Address	_____	
City	_____ State _____ Zip _____	
Contact Name	_____ Contact Ph. _____	
<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential	

Qty Order	Qty Ship	Part Number	Description	Price	Total Amount
10			Pac F-20 100% Nomex Hood (WHITE)	\$30.95	\$309.50
10		1240-LTX	Bullard LTX Helmet w/ 4" Faceshield	\$199.95	\$1,999.50
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00

Subtotal \$	2,309.00
Shipping & handling	
Tax rate ____% Tax	
Credit	
TOTAL \$	

THIS IS NOT AN INVOICE. ALL INVOICES WILL BE SENT DIRECTLY FROM THE OFFICE.



124 East First Street
Deer Creek, IL 61733

Quote

Date 06/11/2020
Quote # QT1376038
Expires 10/31/2020
Sales Rep Butler, Thomas
PO # none
Shipping Method FedEx Ground

Bill To
 WOODBURY COUNTY EMERGENCY SVC
 121 DEER RUN TRAIL
 CLIMBING HILL IA 51015
 United States

Ship To
 WOODBURY COUNTY EMERGENCY SVC
 121 DEER RUN TRAIL
 CLIMBING HILL IA 51015
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
699-9451-10-Wide			BOOT RUBBER 16 inch NFPA KEVLAR/NOMEX	10	141.00	1,410.00
PAC-F20-Nomex-White			PAC F20 Style Hood in 100% Nomex	10	25.00	250.00
X2-G-XL			X2 Certified NFPA 1971-2018 Edition Structural Glove - Gauntlet Cuff	10	69.50	695.00
LTX-Lime-Yellow			Thermoplastic structural fire helmet with faceshield Lime-Yellow	10	186.00	1,860.00
FXR-Custom Turnout-Coat	FWID 112302		FWID 112302 Custom FXR Turnout Coat Fire Dex FXR Jacket to Woodbury Co ES Spec	10	935.50	9,355.00
FXR-Custom Turnout-Pant	FWID 112302		FWID 112302 Custom FXR Turnout Pant Fire Dex FXR Pant to Woodbury Co ES Spec	10	619.00	6,190.00
RMDS-6/20			Red Rack Mobile Double Sided Six Compartment 20" Wide RED	2	1,535.00	3,070.00

Subtotal 22,830.00
Shipping Cost (FedEx Ground) 0.00
Total \$22,830.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1376038

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

#10b

Date: 9/2/2020 Weekly Agenda Date: 9/8/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Gary Brown, Director of Emergency Services

WORDING FOR AGENDA ITEM:

Emergency Services is requesting approval to purchase a new rescue truck.

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:

Emergency Services is requesting approval to purchase a new rescue truck.

BACKGROUND:

Emergency Services was granted approval to begin the process to purchase a new rescue truck. Emergency Services received four quotes for the 4x4 crew cab with 8' box. Jensen Ford \$44,764.00, Jensen Dodge \$47,279.00, Knoephler Chevrolet \$49,179.00 and Woodhouse Dodge \$49,500.00.

FINANCIAL IMPACT:

The cost to purchase a new rescue truck is \$44,764.00. This amount does not include the cost or installation of radios, signage, topper, wench and emergency lighting, estimated expense is \$7,850.00.

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

Yes No

RECOMMENDATION:

Woodbury County Emergency Services recommends the Woodbury County Board of Supervisors grant approval to purchase a new rescue truck from Jensen Ford for \$44,764.00.

ACTION REQUIRED / PROPOSED MOTION:

The Woodbury County Board of Supervisors make the motion to approve Woodbury County Emergency Services to purchase a new rescue truck from Jensen Ford for \$44,764.00.

F350 Dually

VIRTCIDP

VA 53
5432

EN

CNGP530

VEHICLE ORDER CONFIRMATION

08/24/20 17:57:17

==>

Dealer: F58518

2021 F-SERIES SD

Page: 1 of 2

Order No: 0824 Priority: L1 Ord FIN: QA155 Order Type: 5B Price Level: 115

Ord PEP: 620A Cust/Flt Name: WOODBURYCOUNT PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
W3D	F350 4X4 CREW/C	\$43830	\$41638.00	FLEET SPCL ADJ	NC	\$(575.00)
	176" WHEELBASE			FRT LICENSE BKT	NC	NC
Z1	OXFORD WHITE			17F XL DECOR PKG	220	200.00
1	CLTH 40/20/40	315	286.00	18B PLAT RUNNING BD	NC	NC
S	MEDIUM EARTH GR			14000# GVWR PKG		
620A	PREF EQUIP PKG			41A RAPID HEAT	250	228.00
	.XL TRIM			41H ENG BLK HEATER	100	91.00
572	.AIR CONDITIONER	NC	NC	425 50 STATE EMISS	NC	NC
	.AMFM/MP3/CLK					
99T	6.7L V8 DIESEL	10495	9551.00	TOTAL BASE AND OPTIONS	58320	51085.50
44G	10-SPD AUTOMATC	NC	NC	TOTAL	58320	51085.50
TBM	LT245 BSW AT 17	165	150.00	*THIS IS NOT AN INVOICE*		
X35	3.55 REG AXLE	NC	NC	* MORE ORDER INFO NEXT PAGE *		
	JOB #1 BUILD			F8=Next		
	TRAILER TOW PKG			F3/F12=Veh Ord Menu		

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC00619

V1DP0508

2,6

JENSEN
Le Mars

Ford RAM CHRYSLER DODGE Jeep

Lonnie Eric
Sales Consultant

www.JENSENDEALERSHIPS.com

1258 Lincoln St. S.W. • Le Mars, IA 51031 • lonnie@jensendealerships.com
712-546-8833 • Fax: 712-546-8588 • Cell: 712-541-9757

51085
179

51264.00
6500

44764.00 ← Your Price
Includes
DOC
Fee
of
\$179

CNGP530

VEHICLE ORDER CONFIRMATION

08/24/20 17:56:00

==>

Dealer: F58518

2021 F-SERIES SD

Page: 2 of 2

Order No: 0824 Priority: L1 Ord FIN: QA155 Order Type: 5B Price Level: 115
 Ord PEP: 620A Cust/Flt Name: WOODBURYCOUNT PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
473 SNOW PLOW PKG	\$250	\$228.00			
512 SPARE TIRE/WHL2	NC	NC	TOTAL BASE AND OPTIONS	58320	51085.50
59H HI MNT STOP LMP	NC	NC	TOTAL	58320	51085.50
595 FOG LAMPS	130	119.00	*THIS IS NOT AN INVOICE*		
JACK					
61S SPLSH GRDS FRNT	130	119.00			
62S SPLSH GRDS REAR	NC	NC			
64J FRGD ALUM WH-17	600	546.00			
67B 397 AMP ALTRNTR	NC	NC			
76C EX BACKUP ALARM	140	128.00			
SP DLR ACCT ADJ		(1790.00)			
SP FLT ACCT CR		(1560.00)			
FUEL CHARGE		24.50			
B4A NET INV FLT OPT	NC	7.00			
DEST AND DELIV	1695	1695.00			

F1=Help F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00619

V1DP0508

15,54

JENSEN'S LE MARS CHRYSLER DODGE JEEP
 1258 LINCOLN ST SW
 LE MARS, IA 510311801

Configuration Preview

Ram 3500 Dually

Date Printed: 2020-08-24 7:13 PM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order
 FAN 1: 004PW Woodbury County Sheriff Depart
 FAN 2:
 Client Code:
 Bid Number: TB1061
 PO Number:

Sold to: JENSEN'S LE MARS CHRYSLER DODGE JEEP (43870)
 1258 LINCOLN ST SW
 LE MARS, IA 510311801
 Ship to: JENSEN'S LE MARS CHRYSLER DODGE JEEP (43870)
 1258 LINCOLN ST SW
 LE MARS, IA 510311801

Vehicle: 2021 3500 TRADESMAN CREW CAB 4X4 (169 IN WB 8 FT 0 IN Box) (D28L92)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	D28L92	3500 TRADESMAN CREW CAB 4X4 (169 IN WB 8 FT 0 IN Box)	42,100	39,781
Package:	21A	Customer Preferred Package 21A	0	0
	ETM	6.7L I6 Cummins HO Turbo Diesel Eng	12,195	11,220
	DF2	6-Spd Auto Aisin AS69RC HD Trans	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	315	289
	-X9	Black	0	0
Options:	JPE	Power 2-Way Driver Lumbar Adjust	95	88
	MRU		445	409
	XHC	Trailer Brake Control	295	272
	XAW	Rear Backup Alarm	145	133
	NHK	Engine Block Heater	95	88
	MDA	Front License Plate Bracket	0	0
	4DH	Prepaid Holdback	0	-1,727
	LNJ	Front Fog Lamps	195	180
	4ES	Delivery Allowance Credit	0	-421
	BAJ	220 Amp Alternator	0	0
	MAF	Fleet Purchase Incentive	0	-1,480
	WLA	Dual Rear Wheels	1,495	1,376
	AHD	Heavy Duty Snow Plow Prep Group	195	180
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	174	Zone 74-Denver	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB1061	Government Incentives	0	-5,000
Discounts:	YG4	5.5 Additional Gallons of Diesel	0	17
Destination Fees:			1,695	1,695
Total Price:			59,265	47,100

Your Price
~~\$47,100~~
 + 179 dealer fee
 \$47,279

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



Rob Bell
100 Jackson St
Sioux City, IA 51101
Cell: 712.490.5631 Desk: 712.279.7107

Vehicle Quote

August 29, 2020

Woodbury Country Emergency Services
121 Deer Run Trail
Climbing Hill, IA 51015

Per your request, please see the attached quotation:

Vehicle: Chevrolet Silverado 3500HD LT
Stock #: NONE
VIN: ORDER

MSRP:	\$62,588.00	Total Savings:	\$13,409.00
KCHEV Discount:	\$4,709.00		
GM Rebate:	\$8,700.00	Bid Assist FAN: 814718	
Business Choice:			
Additional Rebate:			
Additional Discount:			
Accessories:			
Upfit:			
Trade:			
Doc Fee:	\$0.00		
Total:	\$49,179.00		(Tax, Title, and License NOT included)

Note: Please see attached build configuration. Items highlighted in PINK are per your specifications. Items highlighted in YELLOW are items that EXCEED your specifications. Mudflaps are not on this build sheet as they are not an option from GM. These are included in the price and will be attached to the vehicle at Knoepfler Chevrolet. This vehicle will come equipped with steel rims as aluminum are not an option. The FACTORY WARRANTY for this vehicle is a 3yr/36,000 mile comprehensive (also called a bumper-to-bumper), along with a 5yr/100,000 mile powertrain warranty.

WOODHOUSE CHRYSLER DODGE JEEP RAM AND
 2101 E. SIXTH ST.
 SIOUX CITY, IA 511012331

Configuration Preview

Date Printed: 2020-08-31 2:47 PM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order
 FAN 1: 000N9 County of Woodbury IA
 FAN 2:
 Client Code:
 Bid Number: TB1061
 PO Number:

Sold to: WOODHOUSE CHRYSLER DODGE JEEP RAM AND FIAT OF SIOUX CITY (45590)
 2101 E. SIXTH ST.
 SIOUX CITY, IA 511012331

Ship to: WOODHOUSE CHRYSLER DODGE JEEP RAM AND FIAT OF SIOUX CITY (45590)
 2101 E. SIXTH ST.
 SIOUX CITY, IA 511012331

Vehicle: 2021 3500 TRADESMAN CREW CAB 4X4 (169 IN WB 8 FT 0 IN Box) (D28L92)

	Sales Code	Description	MSRP(USD)
Model:	D28L92	3500 TRADESMAN CREW CAB 4X4 (169 IN WB 8 FT 0 IN Box)	42,100
Package:	2HA	Customer Preferred Package 2HA	0
	ETL	6.7L I6 Cummins Turbo Diesel Engine	9,400
	DG7	6-Spd Automatic 68RFE Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	315
	-X9	Black	0
Options:	ADB	Protection Group	0
	AHD	Heavy Duty Snow Plow Prep Group	195
	4DH	Prepaid Holdback	0
	GFA	Rear Window Defroster	195
	4ES	Delivery Allowance Credit	0
	XAW	Rear Backup Alarm	145
	MAF	Fleet Purchase Incentive	0
	NHK	Engine Block Heater	0
	WLA	Dual Rear Wheels	1,495
	LNJ	Front Fog Lamps	195
	YEP	Manuf Statement of Origin	0
	TV3	LT235/80R17E OWI On/Off Rd Tires	245
	XF7	Dual Alternators Rated at 440 Amps	295
	XAG	ParkSense FT/RR Park Assist System	395
	XHC	Trailer Brake Control	295
	DK3	Elec Shift-On-The-Fly Transfer Case	295
	ADE	Cold Weather Group	145
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
4EA	Sold Vehicle	0	
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB1061	Government Incentives	0
Discounts:	YG4	5.5 Additional Gallons of Diesel	0
Destination Fees:			1,695

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Total Price: 57,405 .

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

USA

Instructions:

\$ 49,500

Includes Running Boards and Mudflaps

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

ITEMS TO INCLUDE ON AGENDA FOR SEPTEMBER 8, 2020

WOODBURY COUNTY, IOWA

- Resolution Approving the Site of the new Woodbury County Law Enforcement Center.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

September 8, 2020

The Board of Supervisors of Woodbury County, State of Iowa, met in _____ session, in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at _____ .M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "A RESOLUTION APPROVING THE SITE OF THE NEW WOODBURY COUNTY LAW ENFORCEMENT CENTER" and moved that it be adopted. Commissioner _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the Resolution duly adopted as follows:

A RESOLUTION APPROVING THE SITE OF THE NEW
WOODBURY COUNTY LAW ENFORCEMENT CENTER

WHEREAS, the Woodbury County Law Enforcement Center Authority (the "Authority") has selected the site of the new Woodbury County Law Enforcement Center in the City of Sioux City, County of Woodbury, State of Iowa, said site being more particularly described as follows:

The Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) in Section Fourteen (14), Township Eighty-nine (89) North, Range Forty-seven (47) West of the Fifth Principal Meridian, Woodbury County, Iowa, consisting of 38.27 acres, more or less, except road right-of-way (Parcel No. 894714400008) described as follows:

A new right-of-way dedication to that part of 28th Street lying in part of the Southeast Quarter of Section 14, Township 89 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, more particularly described as follows:

Commencing at the Southeast corner of said Section 14; thence N 02°27'17" E along the East line of said Section 14 for 46.97 feet measured (47.00 feet recorded) to the North line of existing 28th Street being the point of beginning; thence continuing N 02°27'17" E along said East line of Section 14 for 20.00 feet; thence N 87°19'47" W for 913.64 feet; thence S 02°40'09" W for 20.00 feet to the North line of said existing 28th Street; thence S 87°19'47" E along the said North line of existing 28th Street for 913.72 feet measured (913.74 feet recorded) to the point of beginning. Containing a total area of 18273.57 square feet or 0.42 acres.

Woodbury County Parcel No. 8947 14 400 008

WHEREAS, Iowa Code Section 346.27 provides that the selection of the site is subject to the approval by a majority of the members of each governing body of the incorporating units; and

WHEREAS, the following action is now considered to be in the best interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:

Section 1. That the site selected by the Woodbury County Law Enforcement Center Authority for the new Woodbury County Law Enforcement Center is hereby approved.

PASSED AND APPROVED this 8th day of September, 2020.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

I, the undersigned County Auditor of Woodbury County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2020.

County Auditor, Woodbury County, Iowa

ITEMS TO INCLUDE ON AGENDA FOR SEPTEMBER 8, 2020

WOODBURY COUNTY, IOWA

- Resolution to consider and approve an Amended and Restated 28E Agreement between Woodbury County, Iowa and the Woodbury County Law Enforcement Center Authority for the payment of certain design, engineering, testing and project management fees for the Law Enforcement Center.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

September 8, 2020

The Board of Supervisors of Woodbury County, State of Iowa, met in _____ session, in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at _____ .M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "A RESOLUTION APPROVING AN AMENDED AND RESTATED 28E AGREEMENT WITH THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY CONCERNING THE PAYMENT OF COSTS FOR CERTAIN DESIGN, ENGINEERING, TESTING AND PROJECT MANAGEMENT SERVICES" and moved that it be adopted. Commissioner _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the Resolution duly adopted as follows:

A RESOLUTION APPROVING AN AMENDED AND RESTATED 28E AGREEMENT WITH THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY CONCERNING THE PAYMENT OF COSTS FOR CERTAIN DESIGN, ENGINEERING, TESTING AND PROJECT MANAGEMENT SERVICES

WHEREAS, the Woodbury County Law Enforcement Center Authority (the "Authority") was created pursuant to Iowa Code Section 346.27, by its incorporating units, Woodbury County, Iowa (the "County") and Sioux City, Iowa, for purposes of constructing and owning a new law enforcement center ("Project"); and

WHEREAS, the Authority intends to finance the entire cost of the Project, including fees for the design, engineering, testing and project management, by issuing revenue bonds; and

WHEREAS, certain design, engineering, testing and project management fees for the Project will become due prior to the issuance of said bonds; and

WHEREAS, the Board of Supervisors for the County and the Board of Commissioners of the Authority have determined it to be in the best interests of their respective constituencies and incorporating units to cooperate in the payment of the design, engineering, testing and project management fees for the Project; and

WHEREAS, the parties desire to enter into an amended and restated contract under Chapter

28E of the Code of Iowa in order to define their respective rights and obligations in connection with payment associated with certain design, engineering, testing and project management fees for the Project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:

The Chairperson is hereby authorized and directed to execute the proposed Amended and Restated 28E Agreement with the Authority and such Amended and Restated 28E Agreement shall be filed with the Iowa Secretary of State pursuant to Section 28E.8 of the Code of Iowa.

PASSED AND APPROVED this 8th day of September, 2020.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

I, the undersigned County Auditor of Woodbury County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2020.

County Auditor, Woodbury County, Iowa

**AMENDED AND RESTATED 28E AGREEMENT
BETWEEN WOODBURY COUNTY, IOWA
AND THE
WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY**

This Amended and Restated 28E Agreement (“Amended Agreement”) is made and entered into pursuant to the provisions of Chapter 28E of the Code of Iowa as of this ____ of _____, 2020, by and between WOODBURY COUNTY, IOWA, a political subdivision, organized and existing under and by virtue of the laws and Constitution of the State of Iowa (“County”) and the WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY, a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27 (“Authority”). The County and the Authority are herein referred to as the “Parties” to this Amended Agreement.

WHEREAS, the Authority was created pursuant to Iowa Code Section 346.27, by its incorporating units, Woodbury County, Iowa and Sioux City, Iowa, for purposes of constructing and owning a law enforcement center (“Project”); and

WHEREAS, the Authority intends to finance the entire cost of the Project, including certain fees for the design, engineering, testing and project management of the Project, by issuing revenue bonds; and

WHEREAS, certain of the design, engineering, testing and project management fees for the Project will become due prior to the issuance of said bonds; and

WHEREAS, the Board of Supervisors of the County and the Board of Commissioners of the Authority have determined it to be in the best interests of their respective constituencies and incorporating units to cooperate in the payment of certain design, engineering, testing and project management fees for the Project not to exceed \$1,000,000; and

WHEREAS, the Parties desire to enter into a contract under Chapter 28E in order to define their respective rights and obligations in connection with payment associated with the design, engineering, testing and project management fees for the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the County and the Authority hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide for the joint exercise of the respective powers of the parties in connection with financing certain design, engineering, testing and project management costs of the Project not to exceed \$1,000,000, which is a public improvement project of mutual benefit to the constituents and incorporating units of both Parties.

Section 2. Agreement – Manner of Financing. In order to effectuate the purpose hereunder and to facilitate the design and construction of the Project, the Parties agree as follows:

A. County's Obligations – The County shall pay the Authority for the cost of certain design, engineering, testing and project management services for the Project in an amount not to exceed \$1,000,000 from the general basic fund cash on hand. The payment shall be financed in cash from such funds as may be legally available including cash on hand and such other funds as the Board of Supervisors may at its sole discretion determine and provide.

B. Authority's Obligations – The Authority shall use said payment(s) from the County to pay for such design, engineering, testing and project management services as the Board of Commissioners deems reasonable and necessary. The Authority shall accept payment from the County for the purpose of paying such design, engineering, testing and project management fees due on the Project. The Authority shall reimburse the County for 100% of its payment(s), not to exceed \$1,000,000. The Authority's reimbursement to the County shall be made within sixty (60) days after the proceeds from the Authority's revenue bonds for the Project become available.

Section 3. Agreement – Method of Approval. The Parties shall approve this Agreement by resolution adopted by action of their respective governing bodies, which resolution shall authorize the Chairperson and County Auditor of the County and the Chairperson and Secretary of the Authority to execute this Amended Agreement.

Section 4. Agreement – Filing with Secretary of State. When this Amended Agreement has been executed by the Parties, it shall be electronically filed with the Secretary of State of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.

Section 5. Duration. This Amended Agreement shall be in effect as of the date of the filing of the Amended Agreement with the Secretary of State and shall continue indefinitely until and unless terminated by the action of any party to this Amended Agreement as provided herein. This Amended Agreement may also be terminated by either party for any reason, at any time, by providing the other party with written notice of such party's desire to terminate this Amended Agreement. Upon such notice, this Amended Agreement shall automatically terminate 60 days after such notice is provided.

Section 6. No Entity. No separate entity is created hereby.

Section 7. Designated Administrator. The parties agree that Dennis Butler, or his designee, shall be designated as the sole administrator of this Amended Agreement for purposes of the filing requirements outlined by Iowa Code Section 28E.8. Each party shall otherwise separately administer its own activities.

Section 8. Notices. Any notice, demand or other communication under this Amended Agreement shall be made in writing as follows:

If to the County:

Woodbury County Board of Supervisors
Attn: Chairperson, Board of Supervisors
Woodbury County Courthouse
620 Douglas Street, Room 104
Sioux City, IA 51101

If to the Authority:

Woodbury County Law Enforcement Center Authority
Attn: Chairperson, Board of Commissioners
Woodbury County Courthouse
620 Douglas Street, Room 104
Sioux City, Iowa 51101

Section 9. Governing Law. This Amended Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.

Section 10. Entire Agreement. This Amended Agreement contains the entire Amended Agreement between the parties hereto and may not be changed except by an amendment in writing signed by the parties hereto.

Section 11. No Third-Party Beneficiaries. Nothing in this Amended Agreement shall be construed to confer any right upon any third party, and the parties hereto specifically acknowledge, agree and declare that no person is intended to be a third-party beneficiary to this Amended Agreement.

IN WITNESS WHEREOF, the County has caused this Amended Agreement to be duly executed in its name and behalf by the Chairperson of the Board of Supervisors and its seal to be hereunto duly affixed and attested by its Auditor, and the Authority has caused this Amended Agreement to be duly executed in its name and behalf by its Chairperson and attested by its Secretary, all on or as of the day first above written.

[Remainder of page intentionally left blank; Signature pages follow]

(SEAL)

WOODBURY COUNTY, IOWA

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
County Auditor

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this ____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Matthew Ung and Patrick Gill, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Woodbury County, Iowa, an Iowa county created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY

(SEAL)

By: _____
Chairperson, Board of Commissioners

ATTEST:

By: _____
Secretary, Board of Commissioners

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Ron Wieck and Dan Moore, to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Board of Commissioners of the Woodbury County Law Enforcement Center Authority, created and existing under Iowa Code Section 346.27 , and that the seal affixed to the foregoing instrument is the seal of said Authority, and that said instrument was signed and sealed on behalf of said Authority by authority and resolution of its Board of Commissioners, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said Authority by it voluntarily executed.

Notary Public in and for the State of Iowa

[ATTACH RESOLUTION OF BOARD OF SUPERVISORS APPROVING
AMENDED AGREEMENT]

[ATTACH RESOLUTION OF THE WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY APPROVING AMENDED AGREEMENT]
01765006-1\18799-028

Dennis Butler

From: Dennis Butler
Sent: Thursday, September 3, 2020 11:29 AM
To: Matthew A. Ung
Subject: RE: Scan from Woodbury County Board of Supervisors

Matthew,

I have a call in to Jason Comisky to make the changes to the proposed 28E amended Agreement addressing P.J.'S concerns:

- (1) Add: Section 2.A from the General Basic Fund cash on hand.
- (2) The Authority does all the contracts involving the project. The 28E. has no control of this comment. In talking with P.J. he agrees with me.
- (3) Replace "reasonable time" with "within 60 days.
- (4) Talking with P.J. he has no real concerns as this is not a long term Agreement. At the most it is 60 days.
- (5) Again in talking with P.J. he was just reinstating Joshua's concerns as there is no Code of Iowa law for or against this agreement.
- (6) Add "or his designee". This is the section of the Code of Iowa that requires us to file the agreement with the Secretary of State.

I talked with P.J. on all the issues he raised and he is fine with these responses.

Jason Comisky is in and out of Court today so I will have him make these changes tomorrow if not earlier.

Thanks,
Dennis

-----Original Message-----

From: Matthew A. Ung
Sent: Thursday, September 3, 2020 10:11 AM
To: Dennis Butler <dbutler@woodburycountyiowa.gov>
Subject: FW: Scan from Woodbury County Board of Supervisors

Dennis,

Responding to your voicemail by email here. These all seem like reasonable concerns, please see to it that the originator addresses them either in the document itself or in an attachment, before it is considered by the board.

Thanks,
Matthew

-----Original Message-----

P.J's Comments on the 28E Agreement amendment

- (1) There are no attachments to this amendment that indicates where the \$650,00 increase is coming from.
- (2) There is nothing that regulates what we are willing to pay people for services- i.e. Baker group. The problem has always been the County's willingness to pay them what we believe to be inflated fees.
- (3) Why doesn't the agreement set a specific timeline for reimbursement vs. "reasonable time".
- (4) Do not agree with cancellation ability without cause and ability to correct.
- (5) All other concerns communicated by Joshua pertaining to original agreement fully incorporated here.
- (6) Consider adding verbage "or his designee" following Dennis Butler as administrator in case of the unforeseen.

Dennis Butler

From: Ron <ronw777@cableone.net>
Sent: Saturday, August 29, 2020 12:02 PM
To: Dennis Butler
Subject: Fwd: Woodbury COunty Authority Money

Dennis,

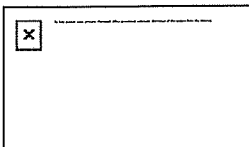
Please see below for exact dollar numbers for Mathew.

Ron

----- Forwarded Message -----

Subject:Woodbury COunty Authority Money
Date:Sat, 29 Aug 2020 16:56:15 +0000
From:Shane Albrecht <albrechts@TheBakerGroup.com>
To:Ron <ronw777@cableone.net>

Ron
Hope you are having a good weekend. Oh I forgot Monday came early this week lol.
GGA= needs \$162,668 to get out of SD phase- September
Needs \$225,892 a month for DD phase- October & November= \$451,784
Baker Group- will bill less than \$100,000
Stephen Engineering and CTS- will need \$20,000 for their work on the site
Depending on city's review fees we may need \$10,000 for plan review
Total of above is \$744,452
Hope that helps let me know if you have any questions
We also need the final traffic study still
Shane



Shane Albrecht CDCMP | Project Manager
Direct: 515.299.4060 | Mobile: 515.208.3014 | albrechts@TheBakerGroup.com
Main: 855.262.4000 | Create a Service Request
Des Moines | Cedar Rapids | Quad Cities

DO YOU KNOW...

Baker Group is committed to the safety of our employees – and yours – while ensuring your needs.

Please consider the environment before printing this email

This message and its attachments contains confidential information and is intended only for the highly valued individual customer or team member named. Please

RESOLUTION REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19 GOVERNMENT RELIEF FUND

A resolution by Woodbury County to request reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund.

WHEREAS, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic.

WHEREAS, Governor Kim Reynolds allocated \$125 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency.

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year county budget, were incurred during the time period of March 1, 2020 through December 30, 2020 and have not been reimbursed from other sources.

NOW, THEREFORE BE IT RESOLVED, Woodbury County requests reimbursement of \$1,307,191.28 in eligible expenditures in response to the COVID-19 public health emergency.

BE IT FURTHER RESOLVED, Woodbury County affirms that the above requests for reimbursement follow all formal published Federal and State of Iowa guidance on how the funds should be spent, and understand if the reimbursements are misrepresented, the local government will be liable for any applicable penalty and interest.

HEREBY RESOLVED but the Board of Supervisors for Woodbury County on this 8th day of September, 2020.

Chair, Board of Supervisors

Attested: _____

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

#12a

Date: 8/20/20 Weekly Agenda Date: 9/8/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dan Hiserote, Overlook Developers LLC

WORDING FOR AGENDA ITEM:

\$15,000 Funding support requested for 7' trail along Christy Road. (See Attached)

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

Several interested parties are pooling resources to complete a trail from Overlook Lane to Southern Hills Drive. The county has been requested to help with about 10% of the estimated project costs.

BACKGROUND:

See Attached Summary and map

FINANCIAL 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:

ACTION REQUIRED / PROPOSED MOTION:

Christy Road Trail Extension - Summary

Thanks for your consideration of this proposed trail extension. Below is additional information to help clarify the project.

The project is defined as: Extending a 7' trail from the west entrance of Overlook Lane to Southern Hills Drive with one rest stop. This will be roughly 12,825 ft² of new trail area connecting the existing trail to Southern Hills Drive. (see attached map)

Work is scheduled to be completed in October, 2020.

Based on City of Sioux City's prior trail projects and square footage the total cost is estimated around \$145k.

Project Donors/Contributors:

Woodbury County: \$15k (requested)
Siouxland Trails Foundation: \$10k (committed)
Sioux City Cyclist: \$1k (committed)
Scheels: \$3,100 (committed)
Dairy Queen: \$5,000 (committed)
Southdale Nursery: \$2,500 (committed)
City of Sioux City: \$40k (estimated ancillary costs)

Overlook Developers LLC will be responsible for the remaining costs to complete the project.

County funds will not be contributed until the project is completed.

SCOPE OF WORK:

Trail Work:

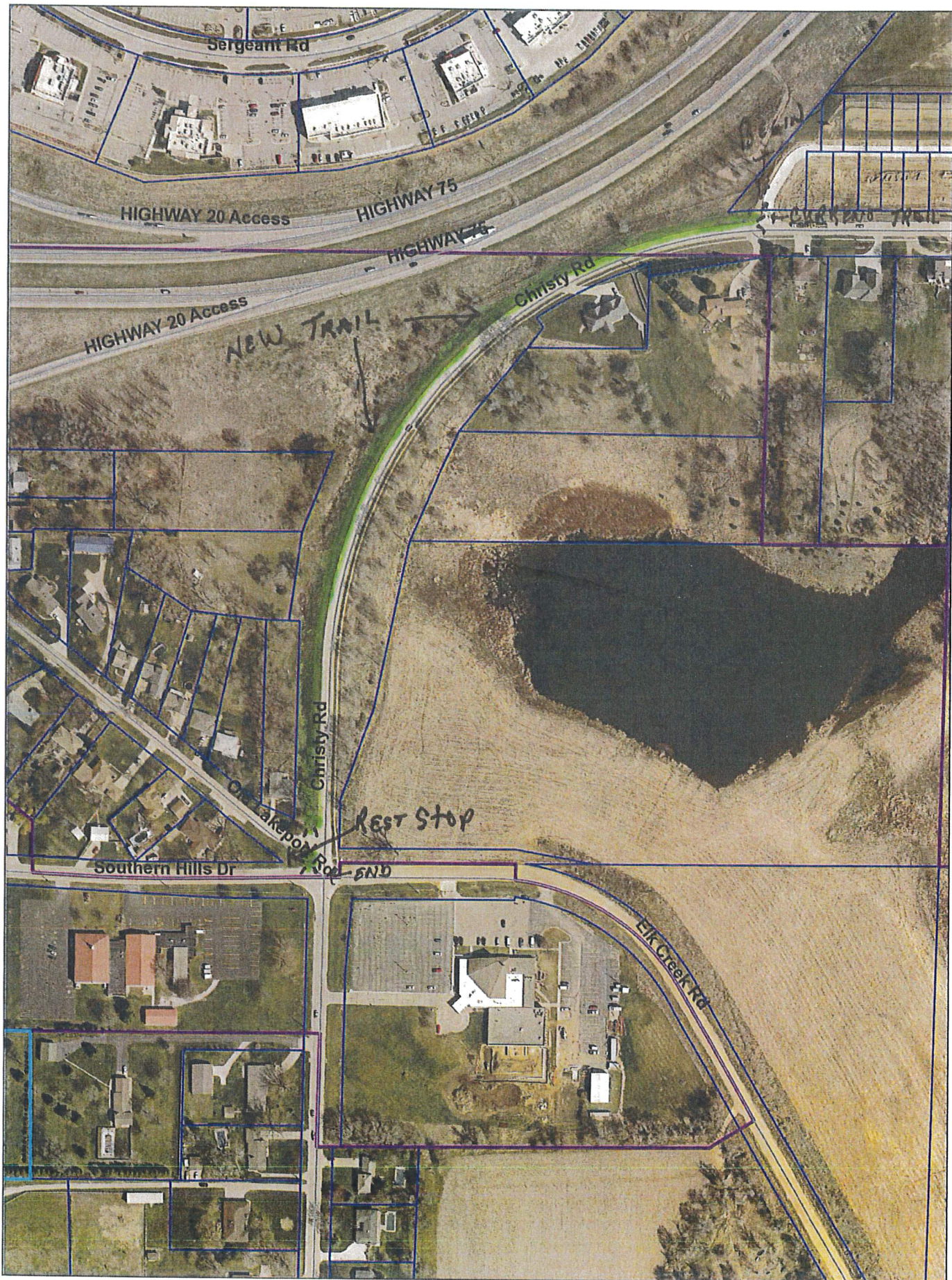
Survey and layout the trail, remove vegetation/topsoil, compact top 6" and trim sub-grade. Paving to include 6" of DOT C4 mix, 7' wide with a target of 1.5% cross slope (not to exceed 2%). Trail to be approximately 4' off of the back of curb and 3" above curb. There will be three sets of ADA panels for road crossings.

Landscaping:

Trail will be back filled, graded and all disturbed areas will be seeded with MidAmerican Fescue. Disturbed areas will be watered and maintain till grass established.

Rest Stop Area:

Rest Stop Area consists of a concrete slab, bike repair station, bike rack, bench, and landscaping.



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

Date: 9/02/2020 Weekly Agenda Date: 9/08/2020

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

EXECUTIVE SUMMARY:

Overlook Developers, LLC has requested a permit to work in the right of way to construct a concrete recreational trail/walk/bikeway along Christy Road.

BACKGROUND:

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa. Overlook Developers is working on funding and planning to construct a 7' wide walkway along the northerly side of Christy Road in county right of way from their subdivision to Southern Hills Drive. The work will be done by privately contracted forces.

FINANCIAL IMPACT:

No impact to the secondary road department. The developer is requesting funds from the county to assist in completing the project.

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?

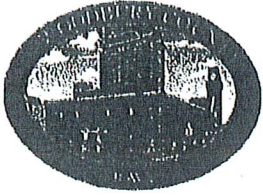
Yes No

RECOMMENDATION:

Recommend approval of the permit for the Overlook Developers.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for Overlook Developers 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. Nagra, P.E.
mnagra@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: Overlook Developers LLC Phone No.: 712-943-3733

Mailing Address: 728 Canal Drive, Sgt. Bluff IA 51054 ⁷¹²⁻²⁰³⁻⁰⁴⁹²

Township: 88 North Section: 8

Woodbury County, State of Iowa, and Overlook Developers LLC (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:

See attached map & scope of work for 7' trail addition along Christy Road
(4-12,825 ft² of 4" trail)

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.

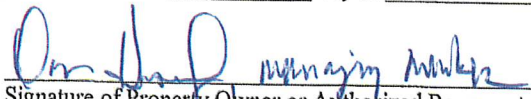
J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

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 1 day of June, 2020.

Entered into this _____ day of _____, 2020.



Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

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

#12c

Date: 9/02/2020 Weekly Agenda Date: 9/08/2020

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

WORDING FOR AGENDA ITEM:

Consider approval of a federal aid SWAP project agreement for projects numbered STBG-SWAP-C097 (144)--FG-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 STBG-SWAP funding for improvements to Port Neal Road from Gelita to the IDOT rest area property. A funding agreement is presented for board approval.

BACKGROUND:

The Board is required to sign a project agreement with the Iowa DOT for projects involving funds awarded through the Iowa DOT. The funding was awarded by the SIMPCO MPO for the project which will be constructed in 2022.

FINANCIAL IMPACT:

STBG-SWAP program funding is providing \$2,125,000 based on the estimated project cost. The balance of the project cost, if necessary, would be funded through the Woodbury County farm to market fund.

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 STBG-SWAP project agreement with the Iowa DOT for the above captioned project and direct the chair to sign the agreement.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the federal aid project agreement for projects STBG-SWAP-C097(144)--FG-97 and direct the chair to sign said agreement.

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project

Recipient: Woodbury County

Project No.: STBG-SWAP-C097(144)—FG-97

Iowa DOT Agreement No.: 3-20-STBG-SWAP-045

This is an agreement between the Woodbury County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will 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 described STBG project:

On K25 from Relocated Port Neal Road South 1.8 miles to Gelita Plant Entrance PCC Pavement Grade and Replace.
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$2,125,000 for the following phases of work as stipulated by the Siouxland Interstate Metropolitan Planning Council :

Preliminary Engineering
Construction Engineering
Right-of-Way
X Construction
Other (please specify) ____.
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the Siouxland Interstate Metropolitan Planning Council current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become 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://iowadot.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

#12d

Date: 9/02/2020 Weekly Agenda Date: 9/08/2020

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

WORDING FOR AGENDA ITEM:

Award quotes for two roadside mowers for the secondary road department

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 county annually takes bids for new equipment to maintain its fleet of road maintenance vehicles. The county received quotations for two, hitch mounted mowers. Recommendation is returned to Board.

BACKGROUND:

The county has one roadside mower for covering 960 miles of gravel roads. We are seeking to replace the existing mower and purchase a second mower to allow us to cover all gravel roads at least once each year. We evaluated several informal mower quotes and recommend the purchase of the Woods Mowers from Titan Machinery.

FINANCIAL IMPACT:

The purchase is paid for with Woodbury County 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:

Recommend that the board award the quotes for two new hitch mounted mowers to Titan Machinery for a net price of \$28,411.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board award the quotes for two new hitch mounted mowers to Titan Machinery for a net price of \$28,411.

Jason Still
Equipment Sales Consultant

12 Highway 140 North
O. Box 369
Kingsley, IA 51028
www.titanmachinery.com
jason.still@titanmachinery.com

Office: 712-378-3731
Cell: 712-540-5078

A Blount International Brand Specialty Discount Program

Prepared For: 178485

Sold By:

TITAN MACHINERY INC
112 HWY 140 N
KINGSLEY, IA 51028

Buying Entity Oodburry County
Woodbury

Shipping Method: Woods Truck

Order #1 | Agriculture & Turf

QTY	Material	Description	List
2	603675Q	DBH6.31Q, CUTTER	\$30,750.00
2	<u>1045320</u>	KIT, DBH GAUGE WHEEL	\$792.00
2	<u>1043273</u>	ASY, TAIL WHEEL	\$1,634.00
2	<u>1045138</u>	CRATE, CB COMPLETE	\$1,528.00
2	10521	CHECK CHAIN KIT, COMPLETE	\$232.00
5601 lbs			\$34,936.00
5601 lbs			\$34,936.00

(Quantity of (2)) Freight + 800
pre-deliver + 1750

37486
discount - 6550

30936

Vermeer
m6040
trade in 2525⁰⁰

Trade
Price

28411⁰⁰