



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(MAY 25, 2021) (WEEK 21 OF 2021)

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

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

Live telephonic access at: 712-224-6014

Rocky L. DeWitt 253-0421 <a href="mailto:rdewitt@woodburycountyiowa.gov">rdewitt@woodburycountyiowa.gov</a>	Keith W. Radig 560-6542 <a href="mailto:kradig@woodburycountyiowa.gov">kradig@woodburycountyiowa.gov</a>	Mark A. Monson 204-1015 <a href="mailto:mmonson@woodburycountyiowa.gov">mmonson@woodburycountyiowa.gov</a>	Matthew A. Ung 490-7852 <a href="mailto:matthewung@woodburycountyiowa.gov">matthewung@woodburycountyiowa.gov</a>	Justin Wright 899-9044 <a href="mailto:jwright@woodburycountyiowa.gov">jwright@woodburycountyiowa.gov</a>
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held May 25, 2021 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 for speakers.

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, please limit your remarks 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 turn off all cell phones and other devices while in the Board Chambers.

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## **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 10 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 May 18, 2021 meeting
4. Approval of claims
5. Board of Supervisors – Rocky De Witt  
Approval to appoint Dennis Butler to be the authorized representative for Woodbury County to the Coronavirus State and Local Fiscal Recovery Funds

6. County Treasurer – Tina Bertrand  
Approval of resolution for abatement of taxes on a mobile home that has been removed and moved to an unknown location
7. Building Services – Kenny Schmitz  
Approval of items to be auctioned per Personal Property Disposition Policy
8. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Authorization to Initiate Hiring Process
9. Community & Economic Development – David Gleiser  
Receive the quarterly update on SIMPCO membership activity with rural cities
10. Secondary Roads – Mark Nahra
  - a. Approval of permit to work in the county right of way
  - b. Approval of a utility permit for installation of fiber optic cable in county right of way for FiberComm

**End Consent Agenda**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>11. Secondary Roads – Mark Nahra           <ol style="list-style-type: none"> <li>a. Approval of a federal aid replacement fund project agreement for project numbered BRS-SWAP-C097(146)—FF-97</li> <li>b. Approval of a federal aid replacement fund project agreement for project numbered BRS-SWAP-C097(147)—FF97</li> <li>c. Award quotes for two new motor graders</li> <li>d. Award quotes for four new belly dump trailers</li> <li>e. Approval of the Iowa DOT Budget Amendment for FY2021</li> </ol> </li> <li>12. Board of Supervisors – Rocky De Witt<br/>Discussion and Approval of Resolution for Woodbury County Board of Supervisors to exercise the powers and duties of the Grant Township until the next general election</li> <li>13. Board Administration – Dennis Butler           <ol style="list-style-type: none"> <li>a. Public hearing on amendment #1 to the Woodbury County FY 2021 Budget</li> <li>b. Approval of resolution for the FY 2020/2021 Budget Amendment #1</li> <li>c. Discussion and approval of transfer of appropriation in the Sheriff's FY 21 budget due to employee transfers</li> <li>d. Approval of Engagement Agreement with Ahlers &amp; Cooney, P.C.</li> <li>e. Resolution fixing date for June 8, 2021 at 4:35 p.m. for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligation of the county thereunder</li> <li>f. Resolution fixing date for June 8, 2021 at 4:37 p.m. for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligation of the county thereunder</li> </ol> </li> </ol> | <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> |
|--|---|
- 4:40 p.m.**  
**(Set time)**

- |  |             |
|--|-------------|
| g. Resolution fixing date for June 8, 2021 at 4:39 p.m. for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligation of the county thereunder     | Action      |
| h. Approval of resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the county for certain Original expenditures paid in connection with specified funds | Action      |
| 14. Reports on Committee Meetings  | Information |
| 15. Citizen Concerns   | Information |
| 16. Board Concerns   | Information |

**ADJOURNMENT**

*Subject to Additions/Deletions*

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## CALENDAR OF EVENTS

- MON. MAY 24 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE. MAY 25 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED. MAY 26 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU. MAY 27 11:00 a.m.** Siouxland Regional Transit Systems Board Meeting, SIMPCO Office, 1122 Pierce
- WED., JUNE 2 9:00 a.m.** Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
- 10:30 a.m.** Loess Hills Alliance Executive Meeting
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.** Loess Hills Alliance Full Board Meeting
- 3:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., JUNE 3 10:00 a.m.** COAD Meeting, The Security Institute
- FRI., JUNE 4 10:00 a.m.** Hungry Canyons Alliance Meeting, Atlantic, Iowa
- MON., JUNE 7 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., JUNE 9 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- THU., JUNE 10 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., JUNE 16 10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., JUNE 17 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., JUNE 18 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, ZOOM

**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.*

**MAY 18, 2021, TWENTIETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, May 18, 2021 at 4:30 p.m. Board members present were Monson, Radig, Ung, Wright and De Witt. Staff members present were Heather Satterwhite, Public Bidder, Joshua Widman, Board Attorney, Dennis Butler, Budget/Tax Analyst, and Patrick Gill, Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by De Witt second by Monson to approve the agenda for May 18, 2021. Carried 5-0. Copy Filed.

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

3. To approve minutes of the May 11, 2021 meeting. Copy filed.
4. To approve the claims totaling \$198,313.43. Copy filed.
- 5a. To receive the appointment of Jeremy Cross, 815 Logan Dr., Merville, IA, to Woodbury Central Community School Districts until the next regular/general election. Copy filed.
- 5b. To approve a 12-month Cigarette/Tobacco Permit for HCI Heritage Express Company, 1501 330<sup>th</sup> St., Sloan, IA, effective 07/01/21 through 06/30/22. Copy filed.
- 6a. To approve appointment of Benjamin Uhl to the Judicial Magistrate Nomination Commission. Copy filed.
- 6b. To approve and authorize the Chairperson to sign a Resolution certificate of appointment of representative of the housing authority of Woodbury County, Iowa.

**CERTIFICATE OF APPOINTMENT OF REPRESENTATIVE OF THE  
HOUSING AUTHORITY OF WOODBURY COUNTY, IOWA  
RESOLUTION #13,172**

WHEREAS, the Board of Supervisors of Woodbury County, Iowa, held a duly authorized regular meeting on the \_\_\_\_ day of August 1981; and

WHEREAS, at said meeting it was duly noted that a resolution "Declaring the Need for a Housing Authority in Woodbury County, Iowa" has been previously passed and adopted;

AND WHEREAS, a resolution has been passed and adopted entitled "Resolution Approving and Authorizing the Execution of a certain Joint Exercise of Powers Agreement for the purpose of Creating a Multi-County Housing Authority".

NOW, THEREFORE, Pursuant to the provision of Chapter 28E, Code of Iowa, and by virtue of our office as Board of Supervisors, we hereby appoint the one (1) person hereinafter named to serve as Representative of the Northwest Iowa Regional Housing Authority, representing Woodbury County, Iowa, and to serve for the number of years appearing after the person's name, respectively, from the 18<sup>th</sup> day of May, 2021 to the 18<sup>th</sup> day of May, 2024.

Name of Representative: Patrick F. Gill Number of years: 3

IN WITNESS WHEREOF, I have hereunto signed by name, as Chairman of the Board of Supervisors of Woodbury County, Iowa, and caused the official corporate seal of said Woodbury County, Iowa to be attached hereto this 18<sup>th</sup> day of May 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Carried 5-0.

- 7. Motion by Monson second by Radig to approve and authorize the Chairperson to sign a Resolution proclamation for Mental Health Month 2021. Carried 5-0.

**WOODBURY COUNTY, IOWA  
RESOLUTION #13,173  
PROCLAMATION  
MENTAL HEALTH MONTH 2021**

**WHEREAS**, mental health is essential to everyone’s overall health and well-being; and

**WHEREAS**, Mental Health America reports that 9.7% of youth have severe major depression. This rate was highest among youth who identify as more than one race, at 12.4%. Even before COVID-19, the prevalence of mental health illness among adults was increasing, an increase of 1.5 million people over last year's data. In addition, Mental Health America, from January 2020 to September 2020, there was a reported 93% increase in anxiety screenings and 62% increase in depression screenings; and

**WHEREAS**, education is an effective way to reduce the stigma of mental health illnesses; and

**WHEREAS**, mental health illnesses are real and prevalent in our county regardless of socioeconomic boundaries; and

**WHEREAS**, we encourage our citizens to get help for mental health illnesses and to understand it is as important to treat as any other illness, such as diabetes or heart disease; and

**WHEREAS**, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health illnesses and has a responsibility to promote mental wellness and support prevention efforts; and

**WHEREAS**, through increased awareness, we can achieve our goal to abandon negative stigmatism and reinforce our acceptance of individuals seeking treatment; then

**THEREFORE**, I Rocky De Witt, Chairman, Woodbury County Board of Supervisors, do hereby proclaim May 2021 as Mental Health Month in Woodbury County, Iowa. As Chairman, I also call upon the citizens, government agencies, public and private institutions, businesses and schools of Woodbury County, Iowa to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all stages.

**DATED:** this 18th day of May 2021.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8a. Bid letting was held for single axle dump truck. The bids are as follows:

Cornhusker Intl., Sioux City, IA	\$149,736.44
Peterbilt, Council Bluffs, IA	\$159,200.00
Rees Mack Sales & Service, Lawton, IA	\$182,825.95
Istate Truck Center, Sioux City, IA	\$182,825.95
Istate Truck Center, Sioux City, IA	\$155,915.00
Boyer Trucks, Sioux Falls, SD	\$154,713.00

Motion by Monson second by Radig to receive the bids and return them to Secondary Roads for recommendation. Carried 5-0. Copy filed.

- 8b. Bid letting was held for wheel loader. The bids are as follows:

TranSource Truck & Equipment, Sioux Falls, SD	\$220,500.00
Road Machinery & Supplies Co., Sioux City, IA	\$213,520.00
Murphy Tractor & Equipment, Sioux City, IA	\$232,450.00
Titan Machinery, Sioux City, IA	\$244,900.00
Ziegler Cat, Sioux City, IA	\$210,983.00
Rueter's, Sioux City, IA	\$175,400.00

Motion by Radig second by De Witt to receive the bids and return them to Secondary Roads for recommendation. Carried 5-0. Copy filed.

8c. Bid letting was held for two new motor graders. The bids are as follows:

Motor Grader w/front lift group and snow wing	
Murphy Tractor, Sioux City, IA	\$11,455.00
Ziegler Equipment, Sioux City, IA	\$16,485.00

AWD Motor Grader w/front lift group and snow wing	
Murphy Tractor, Sioux City, IA	\$11,455.00
Ziegler Equipment, Sioux City, IA	\$16,485.00

Motion by Monson second by Ung to receive the bids and return them to Secondary Roads for recommendation. Carried 5-0. Copy filed.

9. The Board heard reports on committee meetings.

10. There were no citizen concerns.

11. Board concerns were heard.

The Board adjourned the regular meeting until May 25, 2021.

Meeting sign in sheet. Copy filed.

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

Date: 5/20/2021 Weekly Agenda Date: 5/25/2021

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Rocky De Witt - Chairman

**WORDING FOR AGENDA ITEM:**

Approval to appoint Dennis Butler to be the authorized representative for Woodbury County to the Coronavirus State and Local Fiscal Recovery Funds

**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 type="checkbox"/>               |

**EXECUTIVE SUMMARY:**

The American Rescue Plan Act of 2021 will help support the immediate pandemic response, bring jobs back, and lay the groundwork for a strong and equitable recovery.

**BACKGROUND:**

On May 10, 2021 the U.S. Department of Treasury announced the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021. This provides \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments.

**FINANCIAL IMPACT:**

None

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

Yes  No

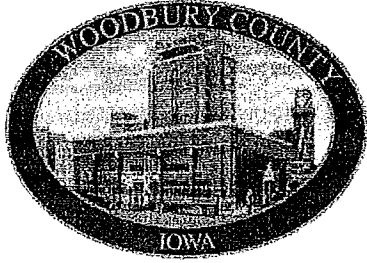
**RECOMMENDATION:**

Appointment Dennis Butler - Finance/Budget Director to represent Woodbury County by submitting the request for funding through the Treasury Submission Portal.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to appointment Dennis Butler as the authorized representative for Woodbury County to the Coronavirus State and Local Fiscal Recovery Fund Program





**Michael R. Clayton**  
Treasurer of Woodbury County  
Property Tax  
822 Douglas Street Suite 102  
Sioux City, IA 51101  
712-279-6495

May 18, 2021

Dear Board of Supervisors,

Please abate the taxes for the following:

2006 Highland Park                      Vin—INFL555A11580HP13                      owned by Diane Louise Fawcett

This mobile home was located at 3290 N Martha St Lot 19 (Tallview Terrace) and was removed from this mobile home park and moved to an unknown location without paying current property taxes. The total taxes to be abated for 2019/2020 and 2020/2021 are \$388.00.

These taxes are impractical & uncollectable.

Thank you for your time,

A handwritten signature in cursive script, reading "Janet L. Trimpe". The signature is written in black ink and is positioned above the typed name.

Janet L. Trimpe  
Property Tax Deputy

**WOODBURY COUNTY, IOWA**

**RESOLUTION #**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Diane Louise Fawcett is the titleholder of a mobile home, VIN #INFL555A11580HP13 located in Woodbury County, Iowa and legally described as follows:

**VIN #INFL555A11580HP13 2006 Highland Park**

**WHEREAS**, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Diane Louise Fawcett.

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 25<sup>th</sup> day of May, 2021.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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Patrick F. Gill  
Woodbury County Auditor/Recorder

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Rocky De Witt, Chairman

# Woodbury County Personal Property Disposition Form



**DATE:** 5/25/21



**NAME:** Ryan Chytka



**DEPARTMENT:** Building Services

**AUTHORIZED REPRESENTATIVE:** Building Services Director



**PHONE:** 712-279-6539

Fill in the fields below (\* REQUIRED):

<b>Item Description*</b>	All surplus property stored in Trospen Hoyt 3rd floor storage room. Much of this was State property - now it's the County's responsibility. Property consists of office furniture, office equipment, file cabinets, office supplies, etc. This room must be cleared out to make room for files currently located in the basement of the LEC.
<b>Estimated Value*</b>	Total value will depend on auctions - estimate \$50 - \$1000 total.
<b>Current Location*</b>	Trospen Hoyt 3rd floor storage room.
<b>County Asset Number</b>	
<b>Serial/VIN Number</b>	
<b>Year</b>	
<b>Make/Model</b>	
<b>Auction Reserve</b>	
<b>Notes</b>	This will require multiple auctions over several weeks. Property not sold on auction will be disposed of in trash or scrap metal.



For Office Use Only:

<b>GovDeals ID #</b>	Multiple
<b>Sale Price</b>	
<b>Date</b>	



**HUMAN RESOURCES DEPARTMENT**

**WOODBURY COUNTY, IOWA**

**DATE: May 25, 2021**

**AUTHORIZATION TO INITIATE HIRING PROCESS**

<b>DEPARTMENT</b>	<b>POSITION</b>	<b>ENTRY LEVEL</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>
County Sheriff	(2) Civilian Jailers	CWA: \$20.46/hour		
County Sheriff	(2) P/T Courthouse Safety and Security Officers	Wage Plan comparability with AFSCME Courthouse: \$17.30- \$19.01/hour		

\_\_\_\_\_  
Chairman, Board of Supervisors



## Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER  
P. O. BOX 3715 SIOUX CITY, IOWA 51102

Chad Sheehan, SHERIFF

PHONE: 712.279.6010  
E-MAIL: [csheehan@woodburycountyiowa.gov](mailto:csheehan@woodburycountyiowa.gov)  
FAX: 712.279.6522

May 18th, 2021

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for (2) Correctional Officer position, effective May 26th, 2021. We request this be placed on the agenda for Tuesday May 25th, 2021, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan".

Chad Sheehan, Sheriff

cc: file

**From:** Melissa Thomas  
**Sent:** Thursday, May 20, 2021 9:14 AM  
**To:** Patrick Hinrichsen  
**Cc:** Lisa Anderson  
**Subject:** RE: Additional courthouse security personel

Thank you

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**From:** Patrick Hinrichsen  
**Sent:** Thursday, May 20, 2021 9:14 AM  
**To:** Melissa Thomas <melissathomas@woodburycountyiowa.gov>  
**Subject:** Additional courthouse security personel

Melissa, can you start the process for posting a job opening for two(2) officers for the court house security station

Lt. Patrick Hinrichsen  
Woodbury County Sheriffs Office  
407 7<sup>th</sup>  
Sioux City, Iowa 51103  
Ph 712-279-6010 ext 2628  
Fx 712-279-6522  
[phinrichsen@woodburycountyiowa.gov](mailto:phinrichsen@woodburycountyiowa.gov)



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

Date: 5/20/21 Weekly Agenda Date: 5/25/21

**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 type="checkbox"/>               |

**EXECUTIVE SUMMARY:**

This item provides the Board with the 3rd quarter progress report 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 FY20-21.

**BACKGROUND:**

FY20-21 was the 5th 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 was allocated for all 14 cities. 11 cities accepted the offer so the county's actual cost was \$6,090.

**FINANCIAL IMPACT:**

\$6,090 (LOST funds) FY21

**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 3rd quarter report.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to receive the 3rd quarter from SIMPCO for fiscal year FY20-21.





## MEMORANDUM

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

FROM: Michelle Bostinelos, SIMPCO Executive Director

DATE: May 18, 2021

RE: SIMPCO Progress Report Qtr. 3 | January 1 – March 31, 2021

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The Woodbury County Board of Supervisors agreed to pay for one half of rural Woodbury County communities' membership dues to SIMPCO for FY 2021 (July 1, 2020 – June 30, 2021). 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 2021, the following communities signed-up for a SIMPCO Membership: Anthon, Bronson, Correctionville, Danbury, Hornick, Lawton, Merville, Oto, Salix, Smithland 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 3rd quarter, SIMPCO spent approximately 200 direct hours which equals an estimated value of \$13,600 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 446 hours or an estimated value of \$16,728. The net benefit of SIMPCO membership for rural Woodbury County communities in the second quarter is equaled \$30,328.

### Third 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 sent out membership dues letter for communities to consider as they developed their annual budgets. We also included information on the types of services we provide, including our annual report.
- The 2045 Long Range Transportation Plan (LRTP) for the Metropolitan Planning Organization was approved. This plan includes proposed transportation project out to the year 2045 for the Sioux City metro area including Sergeant Bluff and portions of Woodbury County. This plan is linked to state and Federal transportation funds coming to the region.
- SIMPCO was awarded \$400,000 in CARES Act Funds from the U.S. Economic Development Administration. SIMPCO sent out a request for projects to Woodbury County and all the communities within the county. Projects selected which will benefit Woodbury County Communities include:
  - Comprehensive Economic Development Strategy (CEDS) Regional Response, Recovery and Resiliency Plan
  - Regional Online Marketplace Workshop
  - Woodbury County Comprehensive Plan
  - Sergeant Bluff Senior Services Study
  - Iowa West Coast Initiative Ecosystem Development Plan
  - Regional Resiliency Toolkit
  - Entrepreneurial Center Feasibility Study
  - Local Tourism Marketing Study
  - Siouxland Community Development Financing Gap Study
- Woodbury County communities received the following electronic newsletters and information sent out by SIMPCO:
  - January SIMPCO Updates SIMPCO Newsletter
  - February SIMPCO Newsletter
  - March SIMPCO Updates
- 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:
  - Iowa West Coast Initiative
  - SIMPCO MPO Transportation Advisory Committee and Policy Board
  - 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 Enhancement Committee
- SIMPCO's Comprehensive Economic Development Strategies (CEDs) Committee
- Iowa DOT meetings including MPO/RPA Directors meetings
- SIMPCO Board meetings
- Siouxland District Health Department's Healthy Siouxland Partners Meeting
- Missouri River Recovery Implementation Committee
- SIMPCO Regional Policy and Legislative Committee
- Trails Summit

**Anticipated work in 4<sup>th</sup> Quarter:**

- 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, Iowa Department of Public Health 5-2-1-0 and MPO Bicycle/Pedestrian Roundtable.
- SIMPCO will continue to work with Siouxland District Health Department on projects related to Safe Routes to School and bicycle/pedestrian improvements as requested – walking audits will take place in Merville and Lawton
- SIMPCO will respond to data requests, grant writing and general requests for information from member communities
- SIMPCO will continue to move forward with U.S. EDA CARES Act projects
- SIMPCO will continue to distribute electronic newsletters and grant blasts about upcoming activities/events/trainings/grants.
- Facilitate regional meetings to discuss regional water issues and water trails.
- Assisting communities on American Rescue Plan funding including providing resources and answering questions as guidance is released.
- 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 Chamber Legislative Committee and Transportation Committee
- Siouxland Regional Transit System Board
- Siouxland Regional Transportation Planning Association (SIMPCO-RPA)
- SIMPCO Regional Policy and Legislative Committee
- SIMPCO Water Resource Committee
- MPO TTC and Policy Board
- Comprehensive Economic Development Strategy Committee meetings
- Tri-State Legislative Forum

**Opportunities:**

- There are grant opportunities listed on the SIMPCO website. Members should prioritize projects and contact SIMPCO to begin working applications.
- 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
- Members are invited to participate in the Comprehensive Economic Development Strategy (CEDS) Committee and provide input in the Regional Response, Recovery and Resiliency Plan.
- Members are invited to get involved with the Regional Policy and Legislative Affairs Committee and the Tri-State Legislative Forum.
- Members should thinking about projects for the American Rescue Plan and how SIMPCO can assist

# Siouxland Interstate Metropolitan Planning Council

## Progress Report: January 1 – March 31, 2021

Community	Community Goals/Priorities	Work During 3 <sup>rd</sup> Qtr.	Total Time (hours)	Estimated Value	Additional Member Fee
Anthon Total Dues: \$786 Woodbury County Portion: \$393	Grant Writing  <i>Staff contact:                      Michelle Bostinelos                      Erin Berzina                      Dawn Kimmel</i>	Outreach to the community to let them know upcoming dues for budget purposes and provide the SIMPCO Annual Report. SIMPCO assisted with grant writing for sidewalk project	Qtr. 1: 3 Qtr. 2: 1 Qtr. 3: 6	Qtr. 1: \$204 Qtr. 2: \$68 Qtr. 3: \$408	None
Bronson Total Dues: \$636 Woodbury County Portion: \$318	Grant Writing/Research  <i>Staff contact:                      Michelle Bostinelos                      Erin Berzina</i>	Outreach to the community to let them know upcoming dues for budget purposes and provide the SIMPCO Annual Report.	Qtr. 1:1 Qtr. 2:1 Qtr. 3: 1	Qtr. 1: \$68 Qtr. 2: \$68 Qtr. 3: \$68	None
Danbury Total Dues: \$668 Woodbury County Portion: \$334	Grant Writing –  <i>Staff contact:                      Michelle Bostinelos                      Erin Berzina</i>	Outreach to the community to let them know upcoming dues for budget purposes and provide the SIMPCO Annual Report.	Qtr. 1: 1 Qtr. 2: 2 Qtr. 2: 1	Qtr. 1: \$68 Qtr. 2: \$136 Qtr. 3: \$68	None

<b>Community</b>	<b>Community Goals/Priorities</b>	<b>Work During 3<sup>rd</sup> Qtr.</b>	<b>Total Time (hours)</b>	<b>Estimated Value</b>	<b>Additional Member Fee</b>
Hornick Total Dues: \$520 Woodbury County Portion: \$260	Grant writing,  <i>Staff contact: Michelle Bostinelos, Erin Berzina Dawn Kimmel</i>	Outreach to the community to let them know upcoming dues for budget purposes and provide the SIMPCO Annual Report.	Qtr. 1: 1 Qtr. 2: 1 Qtr. 3: 1	Qtr. 1: \$68 Qtr.2: \$68 Qtr. 3: \$68	None
Lawton Total Dues: \$1,113 Woodbury County Portion: \$557	Downtown Revitalization, Trails, Safe Routes to Schools/  <i>Staff contact: Michelle Bostinelos, Erin Berzina, Alejandra Quintana</i>	Outreach to the community to let them know upcoming dues for budget purposes and provide the SIMPCO Annual Report.  Walk Audits on Sidewalks	Qtr. : 1 Qtr.2: 1 Qtr. 3: 3	Qtr. 1: \$68 Qtr. 2: \$68 Qtr. 3: \$204	None
Correctionville Total Dues: \$1,030 Woodbury County Portion: \$515	Grant Writing Housing Rehab  <i>Staff Contact: Michelle Bostinelos, Erin Berzina Amanda Harper</i>	Outreach to the community to let them know upcoming dues for budget purposes and provide the SIMPCO Annual Report.  CDBG Housing Application Assistance with Iowa DOT TAP application	Qtr. 1: 11 Qtr. 2: 6 Qtr. 3: 19	Qtr. 1: \$748 Qtr. 2: \$408 Qtr. 3: \$1,292	None
Smithland Total Dues: \$519 Woodbury County Portion: \$260	Financial Assistance  <i>Staff Contact Michelle Bostinelos Sharon Burton Amanda Harper</i>	Outreach to the community to let them know upcoming dues for budget purposes and provide the SIMPCO Annual Report.  Housing rehab projects	Qtr. 1: 2 Qtr. 2: 6 Qtr. 3: 6	Qtr. 1: \$136 Qtr. 2: \$408 Qtr. 3: \$408	None

<p>Moville Total Dues: \$1,787 Woodbury County Portion: \$894</p>	<p>Grants – Community Catalyst/ Downtown Revitalization, Trails Housing</p> <p><i>Staff contact: Michelle Bostinelos, Erin Berzina, Amanda Harper, Emily Coppock</i></p>	<p>Outreach to the community to let them know upcoming dues for budget purposes and provide the SIMPCO Annual Report.</p> <p>Grant administration assistance for Community Catalyst grant; Assistance in applying for grants; housing rehab, CDBG questions</p>	<p>Qtr. 1: 2 Qtr. 2: 15 Qtr. 3: 26</p>	<p>Qtr. 1: \$136 Qtr. 2: \$1,020 Qtr. 3: \$1,768</p>	<p>Contract for TIF housing program</p>
<p>Oto Total Dues: \$380 Woodbury County Portion: \$190</p>	<p>Emergency Services Annual Budget Assistance</p> <p><i>Staff contact: Michelle Bostinelos, Erin Berzina, Victoria Halloran</i></p>	<p>Outreach to the community to let them know upcoming dues for budget purposes and provide the SIMPCO Annual Report.</p> <p>Grant was awarded for fire equipment. Assisting with additional emergency services grants.</p>	<p>Qtr. 1: 25 Qtr. 2: 2 Qtr. 3: 4</p>	<p>Qtr. 1: \$1,700 Qtr. 2: \$136 Qtr. 3: \$272</p>	<p>None</p>
<p>Salix Total Dues: \$685 Woodbury County Portion: \$342</p>	<p>Grants GIS Mapping</p> <p><i>Staff contact: Michelle Bostinelos, Erin Berzina, Dawn Kimmel</i></p>	<p>Outreach to the community to let them know upcoming dues for budget purposes and provide the SIMPCO Annual Report.</p> <p>Grant research.</p>	<p>Qtr. 1: 1 Qtr. 2: 1 Qtr. 3: 2</p>	<p>Qtr. 1: \$68 Qtr. 2: \$68 Qtr. 3: \$136</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, 5-2-1-0, Senior Services Study</p> <p><i>Staff Contact: Michelle Bostinelos, Erin Berzina, Victoria Halloran, Dawn Kimmel</i></p>	<p>Work related to the MO including Transportation Model and Long Range Transportation. In addition to work on walking audit map, safe routes to school and provided resources for grants. City was awarded funds for 5-2-1-0 program and U.S. EDA CARES Act through SIMPCO – funds include Senior Services Study</p>	<p>Qtr. 1: 64 Qtr. 2: 207 Qtr. 3: 131</p>	<p>Qtr. 1: \$4,352 Qtr. 2: \$14,076 Qtr. 3: \$8,908</p>	<p>None</p>

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

<b>Totals Dues</b>	<b>Woodbury County Portion</b>	
\$12,180	\$6,090	
<b>Time Period</b>	<b>Total Time (hours)</b>	<b>Estimated Value</b>
<b>Quarter 1: July 1 – September 30</b>	112	\$7,616
<b>Quarter 2: October 1 – December 31</b>	243	\$16,524
<b>Quarter 3: January 1 – March 31</b>	200	\$13,600

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

<b>Program/Project</b>	<b>Total Time (hours) Qtr. 1</b>	<b>Estimated Value Qtr. 1</b>	<b>Total Time (hours) Qtr. 2</b>	<b>Estimated Value Qtr. 2</b>
Newsletter/Grant Blasts/Notification of Events/ Committees/Meetings/Boards	4	\$272	7	\$476
Regional Work (RPA, HAZ Mat, CEDS, MPO, Workshops, EDA CARES)	35	\$2,380	43	\$2,924
	146	\$9,928	178	\$12,104
<b>Totals:</b>	<b>185</b>	<b>\$12,580</b>	<b>228</b>	<b>\$15,504</b>
<b>Program/Project</b>	<b>Total Time (hours) Qtr. 3</b>	<b>Estimated Value Qtr. 3</b>	<b>Total Time (hours) Qtr. 4</b>	<b>Estimated Value Qtr. 4</b>
Newsletter/Grant Blasts/Notification of Events/ Committees/Meetings/Boards	3	\$204		
Regional Work (RPA, HAZ Mat, CEDS, MPO, Workshops, EDA CARES)	54	\$3,672		
	189	\$12,852		
<b>Totals:</b>	<b>246</b>	<b>\$16,728</b>		



**Total Net Benefit:**

	<b>Qtr. 1</b>	<b>Qtr. 2</b>	<b>Qtr. 3</b>	<b>Qtr. 4</b>
Direct Total Estimated Value	\$7,616	\$16,524	\$13,600	
Indirect Total Estimated Value	\$12,580	\$15,504	\$16,728	
<b>Total:</b>	<b>\$20,196</b>	<b>\$32,028</b>	<b>\$30,328</b>	
<b>Additional Grant Awards</b>				
U.S. EDA CARES Grant Funds for Sgt. Bluff Senior Services Study	\$5,000			
U.S. EDA CARES Grant Funds for Woodbury County Comprehensive Plan	\$50,000			
Oto Fire Department Siouxland Recovery Grant	\$2,500			
Sergeant Bluff 5-2-1-0 through IDPH	\$30,000			
Salix United Airlines Trust Fund for Warning Siren	\$2,500			
<b>Total Grant Awards</b>	<b>\$90,000</b>			

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

Date: 5/20/2021 Weekly Agenda Date: 5/25/2021

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

**WORDING FOR AGENDA ITEM:**

Consideration of permit to work in the county right of way

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Gary Hoppe has requested a permit to work in the right of way to construct a concrete driveway to the edge of the road along Osceola Avenue between 120th St. and 130th Street.

**BACKGROUND:**

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

**FINANCIAL IMPACT:**

No impact

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

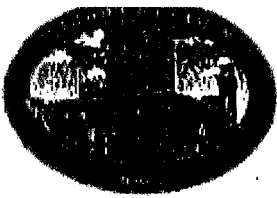
Yes  No

**RECOMMENDATION:**

Recommend approval of the permit for Gary Hoppe.

**ACTION REQUIRED / PROPOSED MOTION:**

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



# Woodbury County Secondary Roads Department

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

COUNTY ENGINEER  
Mark J. Nabra, P.E.  
mnabra@woodburycountylowa.gov

ASSISTANT TO THE COUNTY ENGINEER  
Benjamin T. Kusior, E.I.T.  
bkusior@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: Gary Hoppe Phone No.: 712-251-3090

Mailing Address: 1219 Osceola Ave, Corceonville, IA

Township: Union Section: 15

Woodbury County, State of Iowa, and Gary Hoppe (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:

Pave concrete driveway out to road edge. Contractor may abut pavement edge.

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. Plugging 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.

B. 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 right of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also hold Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the travelling public on account of such construction, repair or maintenance operations, or other activities.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 15th day of November, 2021.

Entered into this 14th day of May, 2021.

  
Signature of Property Owner or Authorized Representative

5-15-21

\_\_\_\_\_  
Woodbury County Engineer

\_\_\_\_\_  
Chair, Woodbury County Board of Supervisors

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

Date: 5/20/2021 Weekly Agenda Date: 5/25/2021

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

**WORDING FOR AGENDA ITEM:**

Consideration of a utility permit for installation of fiber optic cable in county right of way for FiberComm

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

FiberComm LC has applied for a permit to place fiber optic cable on 225th Street and Port Neal Road south of Sioux City to serve Gelita.

**BACKGROUND:**

Work in county ROW requires a permit approved by the Board of Supervisors per section 318.8 of the Code of Iowa. The county engineer has reviewed the locations and recommends that the work be allowed.

**FINANCIAL IMPACT:**

No financial impact to the county.

**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 FiberComm LC.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the underground utility permit for FiberComm LC and to direct the chair to sign the permit.

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

**REQUEST BY APPLICANT:**

Name FiberComm LC Highway Port Neal Rd.

Address 1605 9th St., Sioux City, IA 51101 Township Liberty

City of \_\_\_\_\_

Office Phone 712.224.2020 Local Phone \_\_\_\_\_ Section:  $\frac{1}{4}$  of  $\frac{1}{4}$  Sec

Type of Utility Installation Underground Fiber Optic Utilities T N, R W

Plans Prepared By Jeff Zyzda Copy Enclosed  Yes \_\_\_\_\_ No

Map Showing Location Enclosed  Yes \_\_\_\_\_ No

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

**Proposed Method of Installation**

tunnel Horizontal Boring \_\_\_\_\_ suspend on poles \_\_\_\_\_ cased  
\_\_\_\_\_ jack & bore \_\_\_\_\_ suspend on towers \_\_\_\_\_ trench  
\_\_\_\_\_ open cut \_\_\_\_\_ plow

Estimated Starting Date Early June 2021 Estimated Restoration Date Mid to Late June 2021

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

By Jeff Zyzda Title Director of Operations & Engineering  
(Signature of Authorized Utility Representative)  
Date 5/13/2021

**PERMIT APPROVAL BY PERMITTING AUTHORITY**

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

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of Woodbury County Board Chairman)  
Date \_\_\_\_\_

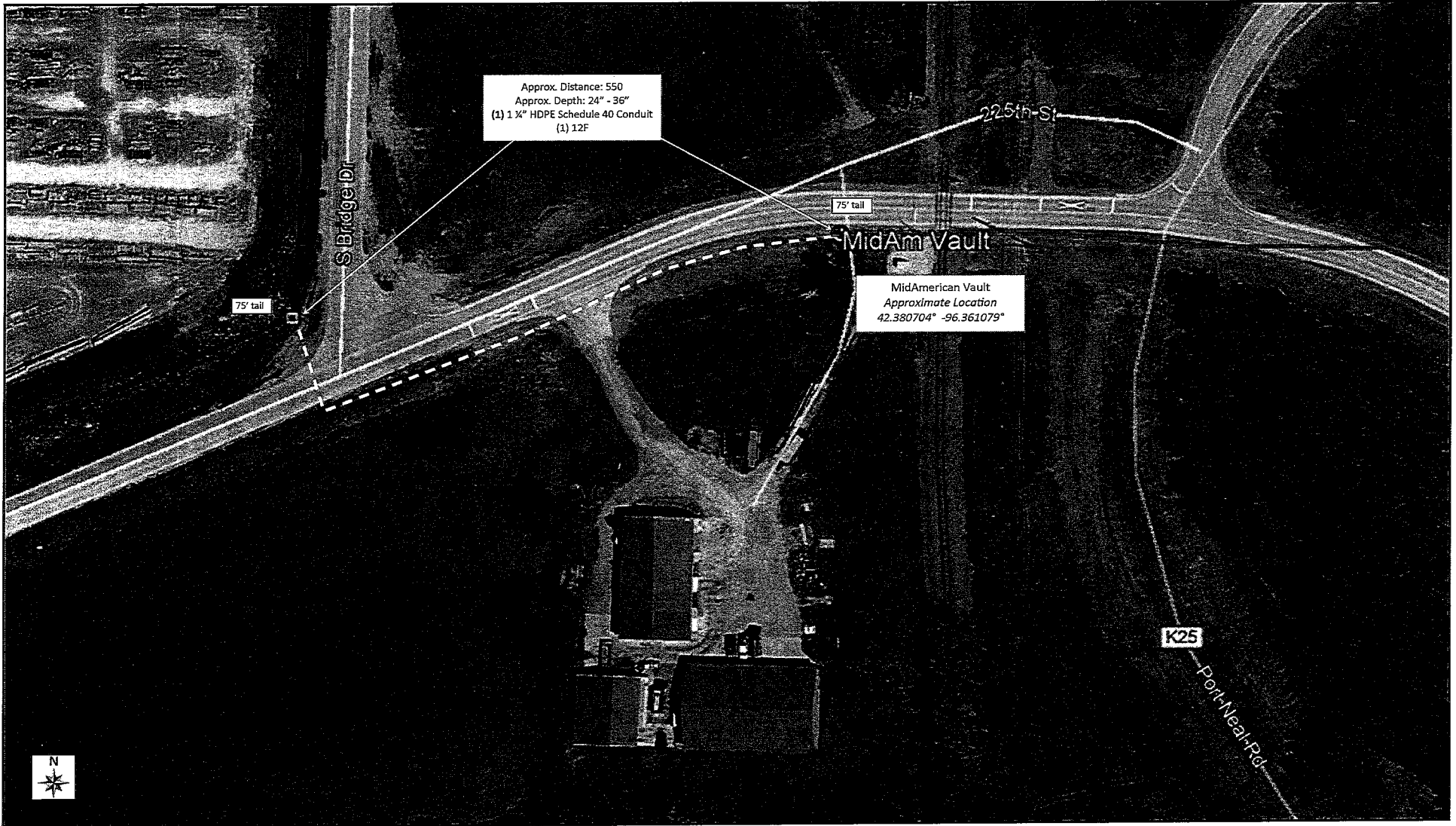
By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of Woodbury County Engineer)  
Date \_\_\_\_\_

Other Special Provisions:

**Permit Provisions and Conditions of Issuance**

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

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



712-224-2020  
 1605 9th St.  
 Sioux City, IA

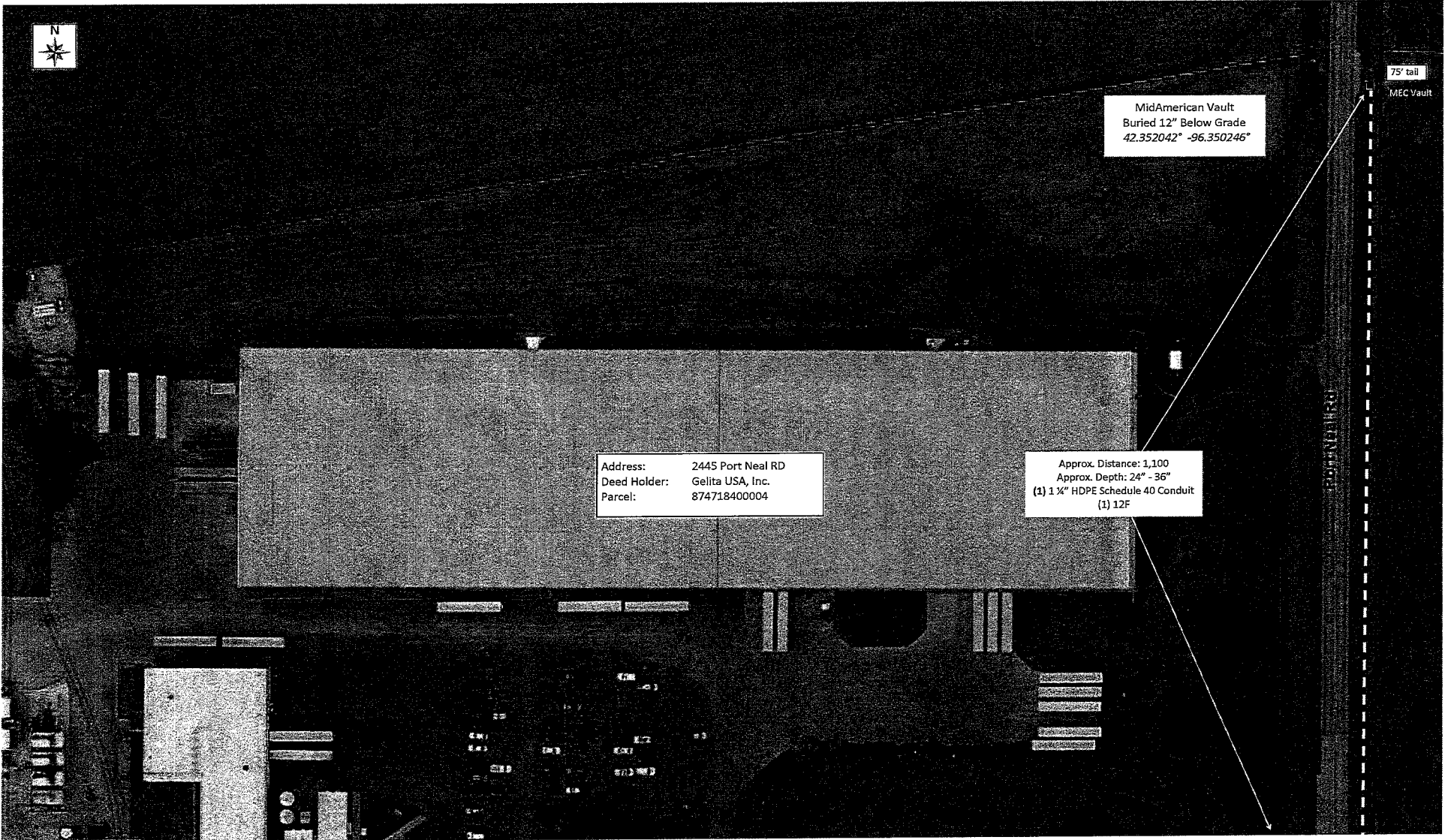
**PROJECT:** Proposed Fiber Facilities Construction K25/Port Neal Rd.

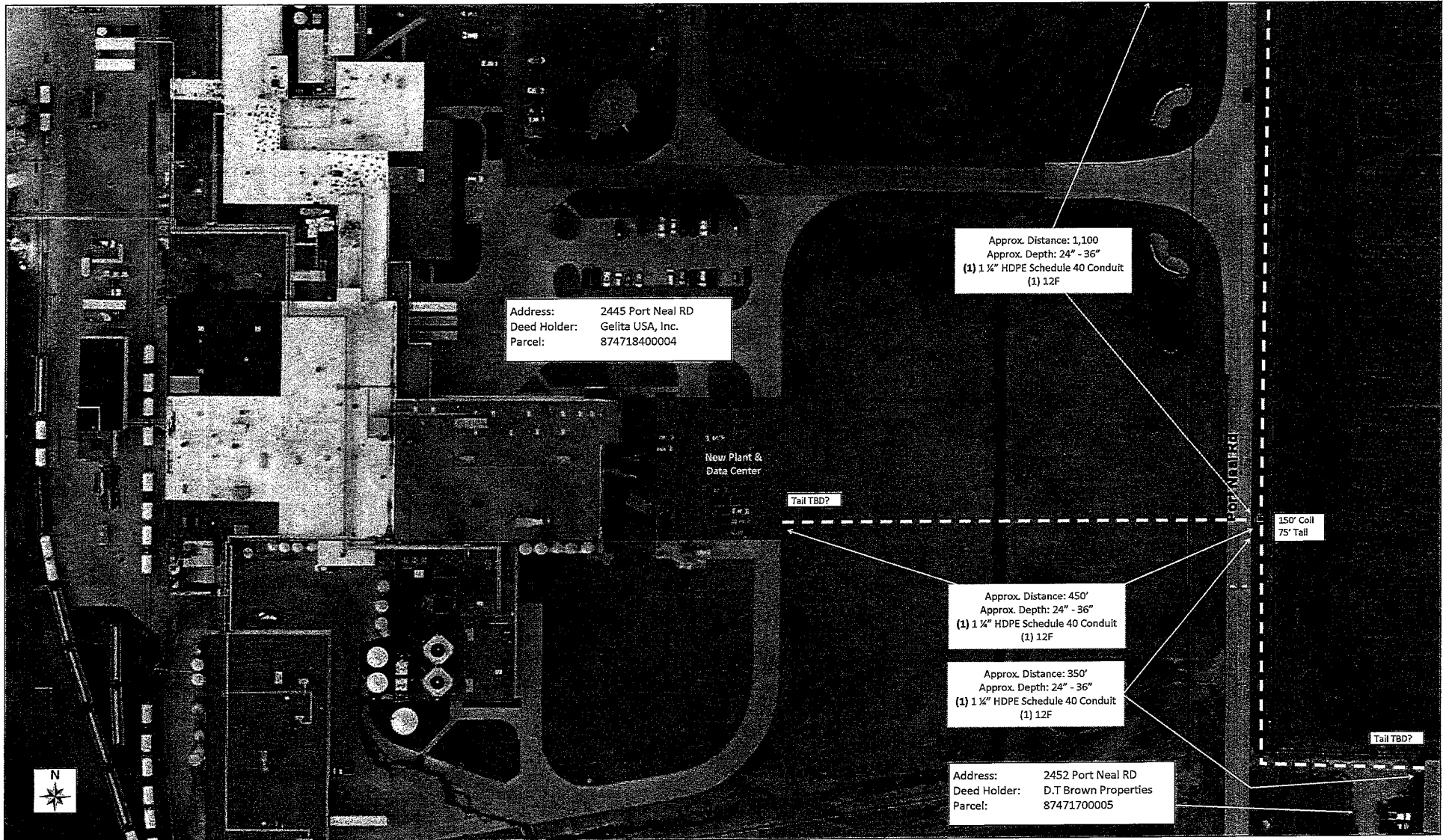
**DATE:** MAY 2021    **CONTACT:** Jeff Zyzda, [jzyzda@fibercomm.net](mailto:jzyzda@fibercomm.net)

**SCALE:** Not to Scale    **PAGE:** 1 of 3

- Existing FiberComm/Others Hand Hole
- Existing FiberComm Underground Facilities
- Proposed FiberComm/City Hand Hole
- Proposed FiberComm Underground Facilities











712-224-2020  
 1605 9th St.  
 Sioux City, IA

PROJECT: Proposed Fiber Facilities Construction K25/Port Neal Rd.

DATE: MAY 2021 CONTACT: Jeff Zyzda, [jyzda@fibercomm.net](mailto:jyzda@fibercomm.net)

SCALE: Not to Scale PAGE: 3 of 3

-  Existing FiberComm/Others Hand Hole
-  Existing FiberComm Underground Facilities
-  Proposed FiberComm/City Hand Hole
-  Proposed FiberComm Underground Facilities

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

Date: 5/20/2021 Weekly Agenda Date: 5/25/2021

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

**WORDING FOR AGENDA ITEM:**

Consider approval of a federal aid replacement fund project agreement for project numbered BRS-SWAP-C097(146)--FF-97

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Woodbury County is receiving BRS-SWAP funding for the replacement of a county bridge on route D12, east of Sioux City. 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 is provided for bridge replacement projects. The project is to replace bridge E6, about 0.5 miles east of Sioux City. The bridge will be constructed in the 2022 construction season.

**FINANCIAL IMPACT:**

STBG-SWAP program funding is providing \$450,000 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 BRS-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 BRS-SWAP-C097(146)--FF-97 and direct the chair to sign said agreement.

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

COUNTY: Woodbury

PROJECT NO.: BRS-SWAP-C097(146)—FF-97

AGREEMENT NO.: 3-21-HBP-SWAP-011

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

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Western Region Local Systems Field Engineer, Zachary A. Gunsolley. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 355190
  - B. Location: On D 12 over Creek from Barker Avenue E. .05 miles
  - C. Preliminary Estimated Total Eligible Costs: \$450,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.

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

---

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

---

**County Signature Block**

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

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chair, County Board of Supervisors

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**IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration**

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_  
Zachary A. Gunsolley, P.E.  
Local Systems Field Engineer  
Western Region

## EXHIBIT 1

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

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

#### 1. General Requirements.

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

#### 2. Programming

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

#### 3. Design and Consultant Services

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

**4. Environmental Requirements and other Agreements or Permits.**

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

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

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

**6. Contract Procurement.**

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

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

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

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

## 7. Construction.

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

## 8. Reimbursements.

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



**9. Project Close-out.**

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

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

Date: 5/20/2021 Weekly Agenda Date: 5/25/2021

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

**WORDING FOR AGENDA ITEM:**

Consider approval of a federal aid replacement fund project agreement for project numbered BRS-SWAP-C097(147)--FF-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 type="checkbox"/>               |

**EXECUTIVE SUMMARY:**

Woodbury County is receiving BRS-SWAP funding for the replacement of a county bridge on route D12, east of Pierson. 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 is provided for bridge replacement projects. The project is to replace bridge A24, about 2.5 miles east of Pierson. The bridge will be constructed in the 2022 construction season.

**FINANCIAL IMPACT:**

STBG-SWAP program funding is providing \$1,000,000 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 BRS-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 BRS-SWAP-C097(147)--FF-97 and direct the chair to sign said agreement.

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

COUNTY: Woodbury

PROJECT NO.: BRS-SWAP-C097(147)—FF-97

AGREEMENT NO.: 3-21-HBP-SWAP-012

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

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Western Region Local Systems Field Engineer, Zachary A. Gunsolley. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 354580
  - B. Location: D12 over Pierson Creek .75 miles east of Mason Avenue
  - C. Preliminary Estimated Total Eligible Costs: \$1,000,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.

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---

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

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**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

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**IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration**

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_  
Zachary A. Gunsolley, 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.

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- 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.

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#### 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**

Date: 5/20/2021 Weekly Agenda Date: 5/25/2021

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

**WORDING FOR AGENDA ITEM:**

Award quotes for two new motor graders for the secondary road department

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county annually takes bids for new equipment to maintain its fleet of road maintenance vehicles. The county received quotes for one new all wheel drive and one standard drive motor grader.

**BACKGROUND:**

The county owns 21 motor graders. Twenty have territory assignments and one serves as a spare motor grader. Typically we update two motor graders per year. This year the motor graders replace aging machines in the Moville and Correctionville districts.

**FINANCIAL IMPACT:**

The purchases are 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:**

Final review of the specifications is continuing. The county engineer will recommend award at the meeting Tuesday.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board accept the county engineer's recommendation for the purchase of two motor graders and award the quotes based on the engineer's recommendation.

	Murphy Tractor	Ziegler Equipment			Murphy Tractor	Ziegler Equipment
	4900 Harbor Drive	5300 Harbor Drive			4900 Harbor Drive	5300 Harbor Drive
	Sioux City, IA 51102	Sioux City, IA 51111			Sioux City, IA 51102	Sioux City, IA 51111
Trade In Machine	#217 Cat 140M-VIN# CAT0140MAB9M00913	#217 Cat 140M-VIN# CAT0140MAB9M00913		Trade In Machine	#411-2008 JD772D- VIN#DW772DX620295	#411-2008 JD772D- VIN#DW772DX620295
Brand Name & Model	John Deere 770GP	Caterpillar 150JOY		Brand Name & Model	John Deere 772G	Caterpillar 140LVR
Purchase Price of Machine	\$ 323,125.00	\$ 336,972.00		Purchase Price of Machine	\$ 338,175.00	\$ 337,452.00
Less Trade	\$ 51,000.00	\$ 60,000.00		Less Trade	\$ 57,000.00	\$ 56,500.00
Net Price of Machine	\$ 272,125.00	\$ 276,972.00		Net Price of Machine	\$ 281,175.00	\$ 280,952.00
				Options:		
Options:				One way snowplow	\$ 11,455.00	\$ 16,485.00
One way snowplow	\$ 11,455.00	\$ 16,485.00				

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

Date: 5/20/2021 Weekly Agenda Date: 5/25/2021

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

**WORDING FOR AGENDA ITEM:**

Award quotes for four new belly dump trailers for the secondary road department

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

With the approval of the bond issue for the gravel road improvement project, additional equipment is needed to haul gravel to the county roads. A quote for aggregate trailers is being presented.

**BACKGROUND:**

The county owns 1 semi tractor paired with an aggregate hauling, belly dump trailer. The county engineer has been reviewing trailers for completing the gravel road improvement project. The secondary road is requesting the purchase of four haul units to be operated by county employees. The engineer has received a quote for the four trailers needed for the project, purchasing off the lot units.

**FINANCIAL IMPACT:**

The purchases are 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:**

I recommend purchase of the trailers as quoted.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board accept the county engineer's recommendation for the purchase of four belly dump trailers for the gravel road improvement project from Jim Hawk Truck Trailers for \$38,200 each.

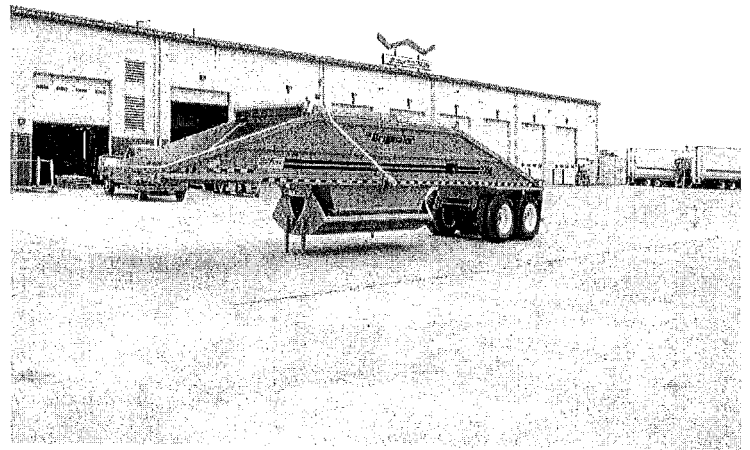


# JIM HAWK TRUCK TRAILERS INC

## Unit Specifications for Stock Number N4032334

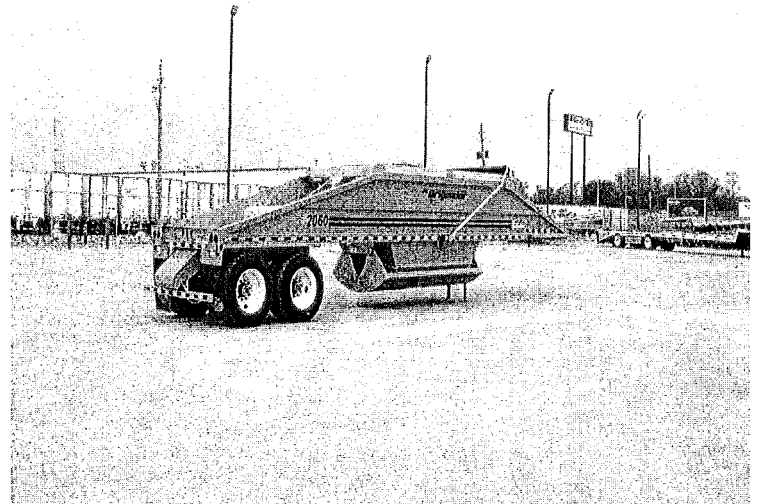
Prepared By: **Dylan Mchugh**  
Jim Hawk Truck Trailers of Sioux City  
Phone:  
Fax:  
E-Mail: [dmchugh@jhtt.com](mailto:dmchugh@jhtt.com)

Stock #: **N4032334**  
Make/Model: 2022 Load King LK 2060-40-2  
VIN/Serial: 5LKD40232N4032334  
Location:  
Price: \$ 38,200.00



### Additional Details

### Additional Pictures





# JIM HAWK TRUCK TRAILERS INC

## Unit Specifications for Stock Number N4032334

Prepared By: **Dylan Mchugh**  
Jim Hawk Truck Trailers of Sioux City  
Phone:  
Fax:  
E-Mail: dmchugh@jhtt.com

Stock #: **N4032334**  
Make/Model: 2022 Load King LK 2060-40-2  
VIN/Serial: 5LKD40232N4032334  
Location:  
Price: \$ 38,200.00

*guaranteed buyback*  
*1yr: \$30K*  
*2yr: \$26,500*  
*3yr: \$24K*

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

Date: 5/21/2021 Weekly Agenda Date: 5/25/2021

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

**WORDING FOR AGENDA ITEM:**

Consider approval of Iowa DOT Budget Amendment for FY 2021

**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 type="checkbox"/>               |

**EXECUTIVE SUMMARY:**

Due to unanticipated revenues in the construction program that carried from FY 2020 into FY 2021, an amendment to the county secondary road budget is necessary.

**BACKGROUND:**

The Board of Supervisors approved the FY 2021 county secondary road budget for Iowa DOT in April 2020. Following approval of that budget, project carryover from FY 2020 to FY 2021 required changes to the construction and maintenance line items require amending the FY 2021 budget.

**FINANCIAL IMPACT:**

This budget reports to the Iowa DOT planned expenditures and income for the secondary road department, as adjusted following the closure of FY 2020. Projects added to the county construction program and carried over from the prior fiscal year require adjustment to budget line items.

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

Yes  No

**RECOMMENDATION:**

I recommend approval of the FY 2021 Woodbury County Secondary Road Department Budget Amendment to be submitted to the Iowa DOT.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the FY 2021 Woodbury County Secondary Road Department Budget Amendment no. 1.

Iowa Department of Transportation  
**SECONDARY ROADS BUDGET**

County: **Woodbury County**  
Fiscal Year: **2021**  
Version: **1**

**COUNTY CERTIFICATION**

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

Date

**ATTESTED**

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Date

**IOWA DOT BUDGET APPROVALS**

Recommended Approval: \_\_\_\_\_  
OLS Reviewer

\_\_\_\_\_  
Date

Approval: \_\_\_\_\_  
Director of Local Systems

\_\_\_\_\_  
Date

## SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 <sup>nd</sup> Prior	1 <sup>st</sup> Prior	Current	Next
		FY 2018	FY 2019	FY 2020	FY 2021
1. County Auditor's Beginning Balance		\$4,383,406.12	\$5,393,811.81	\$4,428,922.04	\$2,799,887.90
Receipts from Property Tax Levies	1.13950 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)	\$2,328,000.00	\$1,176,584.20	\$1,450,000.00	\$1,500,000.00
	0.00000 Dollars on all taxable property in the county. (Max. \$0.16875)				
2A. Local Option Sales Tax		\$2,063,693.72	\$2,216,318.82	\$2,052,597.88	\$2,100,000.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$5,241,381.41	\$5,293,223.88	\$5,493,629.00	\$6,000,000.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$60,030.74	\$55,857.00	\$65,401.22	\$62,000.00
3c. Time 21		\$799,872.49	\$778,622.39	\$709,616.21	\$780,000.00
4. RISE Funds		\$711,503.46	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$94,522.03	\$131,828.98	\$0.00	\$0.00
5a. SWAP Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$973,500.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7. Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$0.00	\$6,355.32	\$0.00	\$0.00
8. Miscellaneous Receipts  <i>Donations, sale of used materials, Special Assessments, etc</i>  <i>Itemized for 2021</i>	EWP and Hungry Canyons				\$300,000.00
	fema	\$105,037.93		\$107,699.36	\$915,000.00
	gravelPits	\$5,740.00	\$5,740.00	\$13,530.00	\$15,000.00
	licensesAndPermits	\$33,270.00	\$30,940.00	\$23,110.00	\$33,000.00
	Reimbursements				\$75,000.00
	All Other	\$67,862.77	\$31,757.95	\$19,768.56	\$43,338.00
9. Total Miscellaneous Receipts		\$211,910.70	\$68,437.95	\$164,107.92	\$1,381,338.00
10. TOTAL RECEIPTS		\$15,894,320.67	\$15,121,040.35	\$14,364,274.27	\$15,596,725.90
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00



## SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2	Prior 1	Current	Next
	FY 2018	FY 2019	FY 2020	FY 2021
<b>70X * Administration and Engineering</b>				
700 Administration Expenditures	\$272,660.90	\$248,330.08	\$258,221.97	\$346,496.00
701 Engineering Expenditures	\$751,514.84	\$797,447.84	\$916,237.08	\$875,953.00
<b>TOTAL ADMINISTRATION AND ENGINEERING</b>	<b>\$1,024,175.74</b>	<b>\$1,045,777.92</b>	<b>\$1,174,459.05</b>	<b>\$1,222,449.00</b>
<b>020* Construction</b>				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds ---See Accomplishment Year projects)</i>	\$1,726,765.59	\$1,537,020.08	\$2,425,462.59	\$4,500,000.00
<b>71X* Roadway Maintenance</b>				
710 Bridges and Culverts (420, 430)	\$376,306.71	\$355,797.69	\$277,326.34	\$541,891.00
711 Roads (4250, 460, 480)	\$3,542,507.54	\$3,576,427.96	\$3,570,575.17	\$4,170,263.00
712 Snow and Ice Control (520)	\$533,302.16	\$570,391.57	\$507,983.00	\$468,340.00
713 Traffic Controls (590)	\$256,782.31	\$263,055.21	\$306,474.96	\$407,666.00
714 Road Clearing (490)	\$244,865.34	\$318,337.24	\$403,879.74	\$290,152.00
<b>TOTAL ROADWAY MAINTENANCE</b>	<b>\$4,953,764.06</b>	<b>\$5,084,009.67</b>	<b>\$5,066,239.21</b>	<b>\$5,878,312.00</b>
<b>72X * General Roadway</b>				
720 New Equipment (610)	\$812,368.98	\$869,048.00	\$860,786.00	\$1,155,000.00
721 Equipment Operations (620, 630, 650)	\$1,665,766.59	\$1,901,160.51	\$1,784,759.38	\$1,822,459.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$97,024.14	\$102,800.85	\$102,242.60	\$147,000.00
723 Real Estate and Buildings (800)	\$220,643.76	\$152,301.28	\$150,437.54	\$155,000.00
<b>TOTAL GENERAL ROADWAY</b>	<b>\$2,795,803.47</b>	<b>\$3,025,310.64</b>	<b>\$2,898,225.52</b>	<b>\$3,279,459.00</b>
<b>TOTAL EXPENDITURES (70X + 020 + 71X + 72X)</b>				
	<b>\$10,500,508.86</b>	<b>\$10,692,118.31</b>	<b>\$11,564,386.37</b>	<b>\$14,880,220.00</b>
County Auditor's balance at end of fiscal year	\$5,393,811.81	\$4,428,922.04	\$2,799,887.90	\$716,505.90
<b>TOTAL</b> (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	<b>\$15,894,320.67</b>	<b>\$15,121,040.35</b>	<b>\$14,364,274.27</b>	<b>\$15,596,725.90</b>

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

Date: 5/19/2021 Weekly Agenda Date: 5/25/2021

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Rocky De Witt - Chairman

**WORDING FOR AGENDA ITEM:**

Discussion and Approval of Resolution for Woodbury County Board of Supervisors to Exercise the Powers and Duties of the Grant Township Trustees Until the Next General Election

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

All three trustees of Grant Township have resigned, leaving the township unable to function properly. There are no services being provided at this time. Claims for the volunteer fire departments, lawn care, etc. need to be paid. The Board may fill the vacancies by appointment, or in the absence of anyone willing to serve, may adopt a resolution to assume the duties per Section 69.8(5)(b)

**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:**

Approve the attached resolution.

**ACTION REQUIRED / PROPOSED MOTION:**

Approve Resolution for the Woodbury County Board of Supervisors to Exercise the Powers and Duties of the Grant Township Trustees Until the Next General Election Pursuant to Iowa Code Section 69.8(5)(b).

Resolution No. \_\_\_\_\_

**Resolution for the Woodbury County Board of Supervisors to Exercise the Powers and Duties of the Grant Township Trustees Until the Next General Election Pursuant to Iowa Code Section 69.8(5)(b).**

WHEREAS, Grant Township is a township located in Woodbury County, Iowa and governed by Iowa Code Chapter 359; and

WHEREAS, by law, Grant Township is allocated three elected township trustees that conduct the business of the township; and

WHEREAS, all the previously elected and/or appointed trustees of Grant Township have resigned from office; and

WHEREAS, no one has come forward to agree to be appointed as a trustee for Grant Township; and

WHEREAS, Grant Township cannot independently conduct business without trustees;

WHEREAS, when the offices of three trustees of a township are vacant, Iowa Code Section 69.8(5)(b.) allows the Board of Supervisors by resolution to agree to exercise the duties and powers assigned by law to the township trustees until the next general election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the Board of Supervisors will exercise all powers and duties assigned by law to the Grant Township Trustees until the vacancies are filled at the next general election in 2022.

\_\_\_\_\_  
Chair, Woodbury County Board of Supervisors

ATTEST:

\_\_\_\_\_  
County Auditor

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**  
**WOODBURY COUNTY**  
 Fiscal Year July 1, 2020 - June 30, 2021

The WOODBURY COUNTY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2021

**Meeting Date/Time:** 5/25/2021 04:40 PM

**Contact:** Dennis D. Butler

**Phone:** (712) 234-2910

**Meeting Location:** Board of Supervisors Meeting Room  
 620 Douglas Street  
 Lower Level of Courthouse  
 Sioux City, Iowa

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	34,066,132	0	34,066,132
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	1,506,815	0	1,506,815
<b>Net Current Property Tax</b>	<b>4</b>	<b>32,559,317</b>	<b>0</b>	<b>32,559,317</b>
Delinquent Property Tax Revenue	5	12,700	0	12,700
Penalties, Interest & Costs on Taxes	6	409,500	0	409,500
Other County Taxes/TIF Tax Revenues	7	7,369,324	0	7,369,324
Intergovernmental	8	11,014,878	2,570,169	13,585,047
Licenses & Permits	9	54,200	0	54,200
Charges for Service	10	2,642,649	13,000	2,655,649
Use of Money & Property	11	520,317	43,200	563,517
Miscellaneous	12	723,699	100,000	823,699
Subtotal Revenue	13	55,306,584	2,726,369	58,032,953
Other Financing Sources:				
General Long-Term Debt Proceeds	14	1,599,066	0	1,599,066
Operating Transfers In	15	9,771,696	0	9,771,696
Proceeds of Fixed Asset Sales	16	0	0	0
<b>Total Revenues &amp; Other Sources</b>	<b>17</b>	<b>66,677,346</b>	<b>2,726,369</b>	<b>69,403,715</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Operating:				
Public Safety and Legal Services	18	20,383,357	97,200	20,480,557
Physical Health and Social Services	19	5,513,589	0	5,513,589
Mental Health, ID & DD	20	4,204,473	0	4,204,473
County Environment & Education	21	3,726,685	113,990	3,840,675
Roads & Transportation	22	10,704,041	-93,000	10,611,041
Government Services to Residents	23	2,675,917	0	2,675,917
Administration	24	7,316,088	24,950	7,341,038
Nonprogram Current	25	1,216,565	0	1,216,565
Debt Service	26	1,604,883	0	1,604,883
Capital Projects	27	3,599,066	2,700,000	6,299,066
Subtotal Expenditures	28	60,944,664	2,843,140	63,787,804
Other Financing Uses:				
Operating Transfers Out	29	9,771,696	0	9,771,696
Refunded Debt/Payments to Escrow	30	0	0	0
<b>Total Expenditures &amp; Other Uses</b>	<b>31</b>	<b>70,716,360</b>	<b>2,843,140</b>	<b>73,559,500</b>
<b>Excess of Revenues &amp; Other Sources over (under) Expenditures &amp; Other Uses</b>	<b>32</b>	<b>-4,039,014</b>	<b>-116,771</b>	<b>-4,155,785</b>
Beginning Fund Balance - July 1, 2020	33	13,635,736	0	13,635,736
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	1,575,000	0	1,575,000
Fund Balance - Restricted	36	3,479,352	0	3,479,352
Fund Balance - Committed	37	75,000	0	75,000
Fund Balance - Assigned	38	0	0	0
Fund Balance - Unassigned	39	4,467,370	-116,771	4,350,599
<b>Total Ending Fund Balance - June 30, 2021</b>	<b>40</b>	<b>9,596,722</b>	<b>-116,771</b>	<b>9,479,951</b>

**Explanation of Changes:** Unanticipated expenses due to additional revenues such as Road Use Taxes, FEMA Funds, MRHD Grant and sale of materials.

**RECORD OF HEARING AND ADOPTION OF BUDGET AMENDMENT  
WOODBURY COUNTY**

Fiscal Year July 1, 2020 - June 30, 2021

WOODBURY COUNTY conducted a public hearing for the propose of amending the current budget for the fiscal year ending June 30, 2021

Meeting Date:	Meeting Time:	Meeting Location:
5/25/2021	04:40 PM	Board of Supervisors Meeting Room 620 Douglas Street Lower Level of Courthouse Sioux City, Iowa

The governing body of the WOODBURY COUNTY met with a quorum present and found that the notice of time and place of the hearing had been published as required by law and that the affidavit of publication is on file with the county auditor. After hearing public comment the governing body took up the amendment to the budget for final consideration and determined that said budgeted expenditures be amended as follows:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	34,066,132	0	34,066,132
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	1,506,815	0	1,506,815
<b>Net Current Property Tax</b>	4	32,559,317	0	32,559,317
Delinquent Property Tax Revenue	5	12,700	0	12,700
Penalties, Interest & Costs on Taxes	6	409,500	0	409,500
Other County Taxes/TIF Tax Revenues	7	7,369,324	0	7,369,324
Intergovernmental	8	11,014,878	2,570,169	13,585,047
Licenses & Permits	9	54,200	0	54,200
Charges for Service	10	2,642,649	13,000	2,655,649
Use of Money & Property	11	520,317	43,200	563,517
Miscellaneous	12	723,699	100,000	823,699
Subtotal Revenue	13	55,306,584	2,726,369	58,032,953
Other Financing Sources:				
General Long-Term Debt Proceeds	14	1,599,066	0	1,599,066
Operating Transfers In	15	9,771,696	0	9,771,696
Proceeds of Fixed Asset Sales	16	0	0	0
Total Revenues & Other Sources	17	66,677,346	2,726,369	69,403,715
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Operating:				
Public Safety and Legal Services	18	20,383,357	97,200	20,480,557
Physical Health and Social Services	19	5,513,589	0	5,513,589
Mental Health, ID & DD	20	4,204,473	0	4,204,473
County Environment & Education	21	3,726,685	113,990	3,840,675
Roads & Transportation	22	10,704,041	-93,000	10,611,041
Government Services to Residents	23	2,675,917	0	2,675,917
Administration	24	7,316,088	38,083	7,354,171
Nonprogram Current	25	1,216,565	0	1,216,565
Debt Service	26	1,604,883	0	1,604,883
Capital Projects	27	3,599,066	2,700,000	6,299,066
Subtotal Expenditures	28	60,944,664	2,856,273	63,800,937
Other Financing Uses:				
Operating Tranfers Out	29	9,771,696	0	9,771,696
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	70,716,360	2,856,273	73,572,633
<b>Excess of Revenues &amp; Other Sources over (under) Expenditures &amp; Other Uses</b>	32	-4,039,014	-129,904	-4,168,918
Beginning Fund Balance - July 1, 2020	33	13,635,736	0	13,635,736
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	1,575,000	0	1,575,000
Fund Balance - Restricted	36	3,479,352	0	3,479,352
Fund Balance - Committed	37	75,000	0	75,000
Fund Balance - Assigned	38	0	0	0
Fund Balance - Unassigned	39	4,467,370	-129,904	4,337,466
Total Ending Fund Balance - June 30, 2021	40	9,596,722	-129,904	9,466,818

**Explanation of Changes:** Unanticipated expenses due to additional revenues such as Road Use Taxes, FEMA Funds, MRHD Grant and sale of materials.

05/25/2021

**RECORD OF HEARING AND ADOPTION OF BUDGET AMENDMENT  
WOODBURY COUNTY**

Fiscal Year July 1, 2020 - June 30, 2021

WOODBURY COUNTY conducted a public hearing for the propose of amending the current budget for the fiscal year ending June 30, 2021

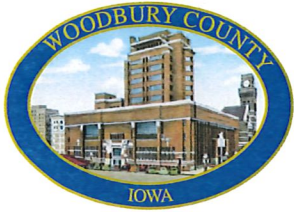
Meeting Date:	Meeting Time:	Meeting Location:
5/25/2021	04:40 PM	Board of Supervisors Meeting Room 620 Douglas Street Lower Level of Courthouse Sioux City, Iowa

The governing body of the WOODBURY COUNTY met with a quorum present and found that the notice of time and place of the hearing had been published as required by law and that the affidavit of publication is on file with the county auditor. After hearing public comment the governing body took up the amendment to the budget for final consideration and determined that said budgeted expenditures be amended as follows:

Signature of Certification

Adopted On

County Auditor Signature of Certification



# Woodbury County Board of Supervisors

Courthouse • Room 104  
620 Douglas Street • Sioux City, Iowa 51101  
Telephone (712) 279-6525 • Fax (712) 279-6577

## MEMBERS

ROCKY L. DE WITT  
SIOUX CITY

MARK A. MONSON  
SIOUX CITY

KEITH W. RADIG  
SIOUX CITY

MATTHEW A. UNG  
SIOUX CITY

JUSTIN D. WRIGHT  
SIOUX CITY

FINANCE / BUDGET DIRECTOR  
DENNIS BUTLER

ADMINISTRATIVE ASSISTANT  
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER  
HEATHER SATTERWHITE

To: Woodbury County Supervisors

From: Dennis D. Butler, Finance/Budget *DDB*

Date: May 25, 2021

RE: Budget Amendment #1 FY 2021

Following is a summary for the FY 2021 Budget Amendment #1.

### Resources (Revenues):

#### Emergency Services:

##### Emergency Services

002-1-41-1200-51001 = Ambulance Assistance	3,000
Sale of Traylor	14,200
Additional Ambulance Assistance Revenues	10,000
MRHD Grant	100,000
General Basic Fund Reserves	108,940

#### Secondary Roads:

##### Secondary Roads

0022-3-20-7010-28902 = FEMA 4421	595,000
0020-4-20-7010-84900 = FEMA 4386	366,000
0020-4-20-7010-84900 = SWAP Funding	973,000
0020-1-20-7010-83300 = Secondary Road Materials	29,000
0020-2-20-7010-20000 = Road Use Tax Funding	559,360
0020-3-20-7010-26740 = Time 21	76,809
Secondary Road Carryover	7,831

Total Resources

2,843,140

**Requirements (Expenditures):**

Public Safety:

Sheriff:

Administration:

0001-05-1060-000-63500 = Motor Vehicle 14,200

County Medical Examiner:

Medical Examiner:

0001-28-1110-000-35200 = Ambulance Assistance 10,000

0001-28-1110-000-42802 = Medical Services 40,000

Emergency Services:

Emergency Services:

0002-41-1200-000-42601 = Professional Services 3,000

Emergency Paramedics Services:

Emergency Paramedics

0029-36-1201-000-29100 = Medical & Lab Supplies 10,000

County Attorney:

Jury & Witness Fees

0002-04-1500-000-42506 = Witness Fees 20,000

Environmental & Education:

Conservation:

Administration

0001-22-6100-000-64600 = Machinery & Equipment 1,500

Parks

0001-22-6110-000-27801 = Law Enforcement Equipment 1,140

0001-22-6110-000-42200 = School of Instruction 8,100

Nature Center

0001-22-6123-000-44901 = Contractual Services 3,250

Environmental & Education (Continued):

Conservation:

Administration

0067-22-6100-000-61000 = Buildings 100,000

Administration:

Board of Supervisors:

Board Expense

0001-01-9000-000-11400 = Allowances - Taxable 9,950

0001-01-9000-000-42002 15,000



Secondary Roads:

Secondary Road Expenses

0020-20-0200-320-62000 = BridgeConstruction	2,325,000
0020-20-0200-352-44800 = Excavation	(600,000)
0020-20-0200-332-44800 = Culverts	175,000
0020-20-7000-127-42100 = Computer Services	34,000
0020-20-0701-432-62001 = Box Culverts	130,000
0020-20-7113-461-21200 = Granular	(300,000)
0020-20-7112-483-44800 = Erosion Control	173,000
0020-20-7130-593-44800 = Pavement Markings	58,000
0020-20-7211-632-25001 = Diesel Fuel	(58,000)
0021-20-0200-352-44800 = Excavation	<u>670,000</u>

Total Appropriation Increases

2,843,140

## Dennis Butler

---

**From:** Michelle Skaff  
**Sent:** Tuesday, May 4, 2021 3:25 PM  
**To:** Dennis Butler  
**Cc:** Pat Gill  
**Subject:** FW: Budgetary needs

Dennis,

Here are the amounts needed in the Auditor Admin lines to cover the Auditor Finance Clerk changes for the FY21 budget.  
Thanks!  
-Michelle

	Needs
0001-02-9010-000-10007	7,167.32
0001-02-9010-000-11000	3,503.76
0001-02-9010-000-11100	620.24
0001-02-9010-000-11300	1,474.95
0001-02-9010-000- <del>000</del> 11701	178.83
0001-02-9010-000-11702	7.51
0001-02-9010-000-11703	177.48
Total	13,130.09

## Dennis Butler

---

**From:** Cathy Warner  
**Sent:** Wednesday, April 28, 2021 3:01 PM  
**To:** Dennis Butler  
**Subject:** Jury/Witness Budget

Hi Dennis, I talked to PJ and most of our murder cases have been moved to after July 1<sup>st</sup> so if we put another \$20,000 in there to make it \$26,000 we should be good.

Thank you!

Catherine J. Warner  
Manager of Administrative Services  
Woodbury County Attorney  
620 Douglas St, Rm 300  
Sioux City IA 51101  
[cwarner@woodburycountyiowa.gov](mailto:cwarner@woodburycountyiowa.gov)  
712-279-6516

## Dennis Butler

---

**From:** Daniel Heissel  
**Sent:** Wednesday, April 28, 2021 11:31 AM  
**To:** Dennis Butler; Heather Satterwhite  
**Subject:** Conservation Budget Amendment  
**Attachments:** FY 21 Amendment.xlsx

Dear Dennis,

Attached find my budget amendment for the Conservation Board. Should you have any questions feel free to give me a call. I listed the amendment line item codes in one column, amendment amount in next column, next column showed new line item total and next column was source. Thanks Dan

Thanks Dan

*Dan Heissel*

Executive Director  
Woodbury County Conservation Board  
Dorothy Pecaut Nature Center  
4500 Sioux River Road  
Sioux City, Iowa 51109-1657  
Office (712) 258-0838



## Dennis Butler

---

**From:** Dawn Zahnley  
**Sent:** Tuesday, April 27, 2021 3:10 PM  
**To:** Dennis Butler  
**Cc:** Gary Brown  
**Subject:** FY21 Budget Adjustments for Emergency Services

**Importance:** High

Hello Dennis,

### FY21 Budget Adjustments

#### ✓ Regular Budget-Professional Services (0002-41-1200-000-42601)

Budgeted Amount	\$37,686.00
Expenditures	-\$37,271.17
<i>Total Remaining</i>	<i>\$ 414.83</i>

Included in this line item is:

- SIMPCO HAZMAT Agreement
- ESO EMS
- ESO Fire
- Medical Director Dr. Colwell

Emergency Services would like to increase the Regular Budget-Professional Services (0002-41-1200-000-42601) by \$3,000.00 from Ambulance Assist Revenue (0002-1-41-1200-51001) (Details provided below)

#### ✓ Paramedic Budget-Medical & Lab Supplies (0029-36-1201-000-29100)

Budgeted Amount	\$12,000.00
Expenditures	-\$11,413.49
<i>Total Remaining</i>	<i>\$ 586.51</i>

This increase should cover the purchase of medications & medical supplies through FY21.

Emergency Services would like to increase the Paramedic Budget-Medical & Lab Supplies (0029-36-1201-000-29100) by \$10,000.00 from Ambulance Assist Revenue (0002-1-41-1200-51001) (Details provided below)

**Emergency Services has the following for Revenue:**

Ambulance Assist (0002-1-41-1200-51001)	\$38,598.38
<u>Outstanding Balances for ALS Assists Rev.</u>	<u>\$26,086.00</u>
<i>Total</i>	<i>\$64,684.39</i>

Let us know if you have any questions.

Thank You!

Dawn Zahnley

Woodbury County Emergency Services

121 Deer Run Trail

Climbing Hill, IA 51015

712-876-2212





# APPROVAL OF FY 2020/2021 BUDGET AMENDMENT #1

Resolution # \_\_\_\_\_

WHEREAS, the Woodbury County Board of Supervisors has considered the proposed FY 2020/2021 county budget amendment #1; and

WHEREAS, a public hearing concerning the proposed county budget was held on May 25, 2021;

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Woodbury County that the county budget amendment #1 for FY 2020/2021 as set forth in the budget amendment summary, is hereby adopted and that the Woodbury County Auditor is directed to file said budget and to establish accounting records in accordance with the attached schedules.

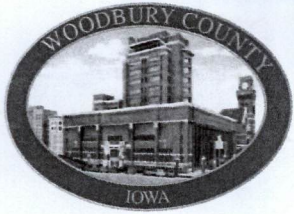
BE IT FURTHER RESOLVED, that the Chairperson and the County Auditor be and are hereby authorized to sign the approved FY 2020/2021 county budget amendment.

Signed and dated this 25<sup>th</sup> day of May, 2021

\_\_\_\_\_  
Rocky L. De Witt, Chairman  
Woodbury County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Patrick F. Gill,  
Woodbury County Auditor/Recorder



# Woodbury County Board of Supervisors

Courthouse • Room 104  
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## MEMBERS

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EXECUTIVE SECRETARY / PUBLIC BIDDER  
HEATHER SATTERWHITE

To: Woodbury County Supervisors  
From: Dennis D. Butler, Finance/Budget *DDB*  
Date: May 25, 2021  
RE: Appropriation Transfer FY 2021

Following is a summary for the FY 2021 Appropriation Transfer.

### Sheriff's Office:

From Crime Prevention:	0001-05-1061-000-10001 = Appointed Deputies	27,000
To Sheriff Administration:	0001-05-1060-000-10001 = Appointed Deputies	27,000
From Rural Uniform Patrol:	0011-05-1000-000-10007 = Organized Deputies	10,000
To Sheriff Administration:	0001-05-1060-000-10001 = Appointed Deputies	10,000
From Investigations:	0001-05-1010-000-10008 = Supervisory	77,340
To Civil Division:	0001-05-1540-000-10007 = Organized Employees	77,340
From Investigations:	0001-05-1010-000-10007 = Supervisory	12,660
To Civil Division	0001-05-1540-000-10004 = Supervisory	12,660

✓

# WOODBURY COUNTY SHERIFF'S OFFICE BUDGET AMENDMENT 2021

## REQUESTS:

Please add \$14,200 to 0001-05-1060-000-63500 *Machinery & Equipment*  
revenue is from 0001-4-01-9010-84900 Sale of Sheriff Trailer on 8/6/20  
Receipt #R00098058  
\*\*\*\*\*

Please move \$27,000 from 0001-05-1061-000-10001 crime prevention appointed deputies  
to 0001-05-1060-000-10001 admin appointed deputies  
\*\*\*\*\*

Please move \$10,000 from 0011-05-1000-000-10007 rural patrol organized employees  
to 0001-05-1060-000-10001 admin appointed deputies  
\*\*\*\*\*

Please move \$77,340 from 0001-05-1010-000-10008 invest supervisory  
to 0001-05-1540-000-10007 civil organized employees  
\*\*\*\*\*

Please move \$12,660 from 0001-05-1010-000-10007 invest organized employees  
to 0001-05-1540-000-10004 civil supervisory

*T. W. J.*

May 18, 2021

**Sent via Email**

Woodbury County, Iowa  
c/o Mr. Dennis Butler  
Finance/Budget Director  
Woodbury County Courthouse  
602 Douglas Street, Room 104  
Sioux City, Iowa 51101

RE: Woodbury County, Iowa – Bond Counsel Engagement Agreement  
Not to Exceed \$1,094,445 General Obligation Capital Loan Notes (ECP #1)  
Not to Exceed \$630,111 General Obligation Capital Loan Notes (ECP #2)  
Not to Exceed \$75,444 General Obligation Capital Loan Notes (GCP #3)

Dear Board of Supervisors:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to Woodbury County, Iowa (the "County" or "Issuer") in connection with the above-referenced issuance (the "Bonds"). While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein (the "Services").

A. SCOPE OF SERVICES -- *Bond Counsel*

As Bond Counsel, we will represent the County and cooperate with the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the County (all of whom are referred to as the "Bond Purchasers"), counsel for the Bond Purchasers, the Municipal Advisor, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms collectively, the "Participants"). We intend to undertake each of the following as are necessary:

1. Review relevant Iowa law, including pending legislation and other recent developments, relating to the legal status and powers of the County or otherwise relating to the issuance of the Bonds.
2. Obtain information about the Bond transaction and the nature of use of the facilities or purposes to be financed (the "Project").
3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.
4. Consider issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the project, use and investment of

Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and the "bank-qualified" status of the Bonds.
6. Prepare or review all pertinent proceedings to be considered by the governing body of the County; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.
7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.
8. Render our legal opinion regarding the validity of the Bonds, the sources of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the "Bond Opinion") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.
9. Subsequent to the Closing, we will prepare and provide the Participants a bond transcript pertaining to the Bonds and make certain the appropriate Federal Information Reporting Form 8038 is filed for each series.

## B. LIMITATIONS

The duties covered by this Agreement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion:

1. Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
2. Drafting state constitutional or legislative amendments.
3. Pursuing test cases or other litigation, such as contested validation proceedings.
4. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
5. After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

6. Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.
7. After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Bonds, (e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities).
8. Undertake responsibility as disclosure counsel engaged as recognized counsel specially experienced in Iowa law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose primary responsibility will be to render objective written advice with respect to the Issuer's issuance of Bonds and its compliance with applicable rules promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

We will provide one or more of the services listed in subsections (1)–(8) of this Section B upon your request, however, a separate, written engagement or request for services will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subsections (9)–(14) of this Section B below, are not included in this Agreement, nor will they be provided by us at any time.

9. Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
10. Independently establishing the veracity of certifications and representations of the County or the other Participants.
11. Acting as an underwriter, or otherwise marketing the Bonds.
12. Acting in a financial advisory role.
13. Preparing blue sky or investment surveys with respect to the Bonds.
14. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

#### C. ATTORNEY-CLIENT RELATIONSHIP; OTHER REPRESENTATIONS

Upon execution of this Agreement and upon notification by the Issuer that our Bond Counsel services are requested with regard to a specific issue of Bonds, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless,

subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute to the Participants a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

**D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS**

Please note our understanding with respect to this Agreement and your role in connection with the issuance of the Bonds:

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body of the County at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.
2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.
3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.

4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.
5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the County is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The County's lawyers, financial advisors and bankers can assist the County in fulfilling these duties, but the County in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to the Bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to the continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.
6. As noted, the members of the governing body of the County also have duties under the State and Federal Securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

E. FEES

1. It is our practice to bill our fees as Bond Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the issuance; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.
2. We estimate that our fee for Bond Counsel services will not exceed \$7,000. If, at any time, we believe that circumstances require an adjustment of our original fee estimate(s), we will advise you of such requirement. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we initially estimated our fee(s); (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of obligations.
3. In addition to our flat fees, we will charge for any incidental costs incurred (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc.). We estimate that such charges will not exceed \$750. We will contact you prior to incurring expenses that exceed this amount.
4. The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Bonds shall be subject to a separate opinion charge in an amount established at the time of the request.



F. BILLING MATTERS:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates<sup>1</sup>, plus incidental costs, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion).

G. RISK OF AUDIT BY THE INTERNAL REVENUE SERVICE (IRS)

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the County as the taxpayer for purposes of the examination. As noted above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the County in the matter.

H. RECORDS

1. At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.
2. In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data

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1. The firm reviews hourly rates on an annual basis, and reserves the right to implement rate adjustments. If implemented in any particular year, adjustments generally become effective on January 1. Accordingly, our work on this matter will be billed at the hourly rate in effect at the time services are performed. Our current (2021) hourly rates are as follows:

- a. Attorneys: \$200-\$355/hour (for reference purposes, the undersigned's hourly rate as of 01/01/21 is \$310/hour).
- b. Legal Assistants: \$120/hour.

once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

I. OTHER ADVICE

1. If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (a) financing alternatives in connection with a particular project, (b) compliance with lending programs, (c) the impact of specified actions on tax-exempt status of outstanding Bonds, (d) interpretation and/or required actions with regard to other "financial obligations" under a continuing disclosure certificate, or (e) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney at the time of performing such separate services.

\*\*\*\*\*

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this Agreement, retaining an original for your file as well.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to contact me.

Very truly yours,



Jason L. Comisky  
FOR THE FIRM

JLC:ks

cc: Tina Bertrand (via email)  
Karen James (via email)  
Heather Satterwhite (via email)

Accepted:  
Woodbury County, Iowa

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

\*Approved by action of the governing body on \_\_\_\_\_, 2021.



Ahlers & Cooney, P.C.  
Attorneys at Law

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-  
2231 Phone: 515-243-7611  
Fax: 515-243-2149  
[www.ahlerslaw.com](http://www.ahlerslaw.com)

Jason L. Comisky  
515.246.0337  
[jcomisky@ahlerslaw.com](mailto:jcomisky@ahlerslaw.com)

May 18, 2021

*Via E-Mail Only*

Mr. Dennis Butler  
Finance/Budget Director  
Woodbury County Courthouse  
620 Douglas Street, Room 104  
Sioux City, Iowa 51101

Re: Woodbury County, State of Iowa  
Not to Exceed \$1,094,445 General Obligation Capital Loan Notes (ECP #1)  
Not to Exceed \$630,111 General Obligation Capital Loan Notes (ECP #2)  
Not to Exceed \$75,444 General Obligation Capital Loan Notes (GCP #3)

Dear Dennis:

We have now prepared and are enclosing suggested proceedings to be acted upon by the Board in fixing the date of a meeting on the proposition to enter into a loan agreement and issue the above mentioned notes and ordering publication of a notice of hearing consistent with the provisions of Code Sections 331.402, 331.442 and 331.443 (See publication requirement.) A separate set is enclosed for each type of hearing.

**As to the essential county purpose portion of this issue,** notice of this type of hearing must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The date of publication is to be not less than four clear days nor more than twenty clear days before the date of the public meeting on the issuance of the Notes. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded. [See Section ICS 4.1(34).]

At the time of the hearing the Board shall receive oral or written objections from any resident or property owner to the proposed action to enter into a loan agreement and issue the notes. After all objections have been received and considered, the Board is required, at that meeting or at any adjournment thereof, to take additional action for the authorization of a loan agreement and the issuance of the notes or to abandon the proposal.

**As to the general county purpose portion of this issue,** notice of this type of hearing must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The date of publication is to be not less than ten nor more than twenty clear days before the date of said public meeting on the issuance of said Notes. In computing time, the date of publication should

be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded. (See ICS 4.1(4).)

If at any time before the date fixed for taking action for the issuance of the Notes, a petition is filed with the Auditor of the County, in the manner provided by Section 331.306 of the Code, asking that the question of issuing the Notes be submitted to the qualified electors of the County, the Board shall, by resolution, either declare the proposal to issue the Notes to have been abandoned or shall direct the County Commissioner of Elections to call a special election upon the question of issuing the Notes. (Notice of election and its conduct shall be in the same manner as provided in Section 331.442 for other General Corporate Purpose Notes or Notes.)

As to the petition, if one is filed, Section 331.306 provides that the Petition is valid if signed by eligible electors of the County equal in number to 10% of the persons who voted for the office of the President of the United States or the Governor at the preceding general election.

For convenience we suggest both notices be published at the same time, on or before **May 29, 2021**, thus in compliance with the GCP requirements. The forms of notice include the deadline at the top. Please notify us immediately if this publication schedule is problematic.

The Board is required by statute to adopt the resolution instituting proceedings to enter into a loan agreement and issue the notes at the hearing or an adjournment thereof.

Please return a completed copy of the proceeding, via email followed up by a hard copy, filled in as the original and certified back to us. **We are also enclosing an extra copy of the notice of hearing for each type of hearing to be delivered to the newspaper for publication purposes.** A certificate to attest the proceeding is attached as well.

We will prepare and forward to you in the near future, suggested procedure to be acted upon on the date of hearing. If you have any questions pertaining to the proceedings enclosed or the above instructions, please do not hesitate to either write or call.

Ahlers & Cooney, P.C.

Sincerely,



Jason L. Comisky  
FOR THE FIRM

JLC:ks

Enclosures

cc: Tina Bertrand (via email)  
Karen James (via email)  
Heather Satterwhite (via email)

01888677-1\18799-036

**ITEMS TO INCLUDE ON AGENDA FOR MAY 25, 2021**

**WOODBURY COUNTY, IOWA**

Not to Exceed \$1,094,445 General Obligation Capital Loan Notes (Essential County Purpose #1)

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the County thereunder.

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

May 25, 2021

The Board of Supervisors of Woodbury County, State of Iowa, met in \_\_\_\_\_ session, in the Basement Boardroom, 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: \_\_\_\_\_

\* Due to COVID-19, this meeting was conducted electronically pursuant to Iowa Code Section 21.8. Participation was available via the internet or telephonically, as follows:

Internet access: <https://www.youtube.com/user/woodburycountyiowa>

Telephone access: 712-224-6014

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,094,445 GENERAL OBLIGATION CAPITAL LOAN NOTES (ESSENTIAL COUNTY PURPOSE #1) OF WOODBURY COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,094,445 GENERAL OBLIGATION CAPITAL LOAN NOTES (ESSENTIAL COUNTY PURPOSE #1) OF WOODBURY COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Woodbury County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$1,094,445, as authorized by Sections 331.402 and 331.443, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action.



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

Section 1. That this Board meet in the Basement Boardroom, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at \_\_\_\_\_ .M., on the 8th day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$1,094,445 General Obligation Capital Loan Notes, for essential county purposes, the proceeds of which notes will be used to provide funds to pay the costs of the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to chiller for the Courthouse.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$1,094,445, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: May 29, 2021)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS  
OF WOODBURY COUNTY, STATE OF IOWA, ON THE  
MATTER OF THE PROPOSED AUTHORIZATION OF A  
LOAN AGREEMENT AND THE ISSUANCE OF NOT TO  
EXCEED \$1,094,445 GENERAL OBLIGATION CAPITAL  
LOAN NOTES (ESSENTIAL COUNTY PURPOSE #1) OF THE  
COUNTY (FOR ESSENTIAL COUNTY PURPOSES), AND  
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Woodbury County, State of Iowa, will hold a public hearing on the 8th day of June, 2021, at \_\_\_\_\_ .M., in the Basement Boardroom, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$1,094,445 General Obligation Capital Loan Notes, for essential county purposes, to provide funds to pay the costs of the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to chiller for the Courthouse. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Woodbury County, State of Iowa, as provided by Sections 331.402 and 331.443 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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County Auditor, Woodbury County, State of  
Iowa

(End of Notice)

PASSED AND APPROVED this 25th day of May, 2021.

---

Chairperson

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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Auditor, Woodbury County, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WOODBURY )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Auditor of Woodbury County, in the County of Woodbury, State of Iowa, and that as such Auditor and by full authority from the Board of the County, I have caused a

NOTICE OF PUBLIC HEARING  
(Not to Exceed \$1,094,445 General Obligation Capital Loan Notes (Essential County Purpose #1)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the " \_\_\_\_\_ ", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the County, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2021.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Auditor, Woodbury County, State of Iowa

(SEAL)

**ITEMS TO INCLUDE ON AGENDA FOR MAY 25, 2021**

**WOODBURY COUNTY, IOWA**

Not to Exceed \$630,111 General Obligation Capital Loan Notes (Essential County Purpose #2)

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the County thereunder.

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

May 25, 2021

The Board of Supervisors of Woodbury County, State of Iowa, met in \_\_\_\_\_ session, in the Basement Boardroom, 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: \_\_\_\_\_

\* Due to COVID-19, this meeting was conducted electronically pursuant to Iowa Code Section 21.8. Participation was available via the internet or telephonically, as follows:

Internet access: <https://www.youtube.com/user/woodburycountyiowa>

Telephone access: 712-224-6014

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$630,111 GENERAL OBLIGATION CAPITAL LOAN NOTES (ESSENTIAL COUNTY PURPOSE #2) OF WOODBURY COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$630,111 GENERAL OBLIGATION CAPITAL LOAN NOTES (ESSENTIAL COUNTY PURPOSE #2) OF WOODBURY COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Woodbury County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$630,111, as authorized by Sections 331.402 and 331.443, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action.



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

Section 1. That this Board meet in the Basement Boardroom, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at \_\_\_\_\_ .M., on the 8th day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$630,111 General Obligation Capital Loan Notes, for essential county purposes, the proceeds of which notes will be used to provide funds to pay the costs of the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to structural and foundation repairs, computer software for the Sheriff, computer hardware and software equipment.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$630,111, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: May 29, 2021)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS  
OF WOODBURY COUNTY, STATE OF IOWA, ON THE  
MATTER OF THE PROPOSED AUTHORIZATION OF A  
LOAN AGREEMENT AND THE ISSUANCE OF NOT TO  
EXCEED \$630,111 GENERAL OBLIGATION CAPITAL LOAN  
NOTES (ESSENTIAL COUNTY PURPOSE #2) OF THE  
COUNTY (FOR ESSENTIAL COUNTY PURPOSES), AND  
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Woodbury County, State of Iowa, will hold a public hearing on the 8th day of June, 2021, at \_\_\_\_\_ .M., in the Basement Boardroom, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$630,111 General Obligation Capital Loan Notes, for essential county purposes, to provide funds to pay the costs of the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to structural and foundation repairs, computer software for the Sheriff, computer hardware and software equipment. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Woodbury County, State of Iowa, as provided by Sections 331.402 and 331.443 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

County Auditor, Woodbury County, State of  
Iowa

(End of Notice)

PASSED AND APPROVED this 25th day of May, 2021.

---

Chairperson

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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Auditor, Woodbury County, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WOODBURY )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Auditor of Woodbury County, in the County of Woodbury, State of Iowa, and that as such Auditor and by full authority from the Board of the County, I have caused a

NOTICE OF PUBLIC HEARING  
(Not to Exceed \$630,111 General Obligation Capital Loan Notes (Essential  
County Purpose #2))

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the " \_\_\_\_\_ ", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the County, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2021.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Auditor, Woodbury County, State of  
Iowa

(SEAL)

**ITEMS TO INCLUDE ON AGENDA FOR MAY 25, 2021**

**WOODBURY COUNTY, IOWA**

Not to Exceed \$75,444 General Obligation Capital Loan Notes (General County Purpose #3)

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the County thereunder.

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

May 25, 2021

The Board of Supervisors of Woodbury County, State of Iowa, met in \_\_\_\_\_ session, in the Basement Boardroom, 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: \_\_\_\_\_

\* Due to COVID-19, this meeting was conducted electronically pursuant to Iowa Code Section 21.8. Participation was available via the internet or telephonically, as follows:

Internet access: <https://www.youtube.com/user/woodburycountyiowa>

Telephone access: 712-224-6014

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$75,444 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #3) OF WOODBURY COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$75,444 GENERAL OBLIGATION CAPITAL LOAN NOTES (GENERAL COUNTY PURPOSE #3) OF WOODBURY COUNTY, STATE OF IOWA (FOR GENERAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Woodbury County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$75,444, as authorized by Sections 331.402 and 331.442, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the



authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 331 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Board meet in the Basement Boardroom, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at \_\_\_\_\_ .M., on the 8th day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$75,444 General Obligation Capital Loan Notes, for general county purposes, the proceeds of which notes will be used to provide funds to pay the costs of equipping emergency management services with a vehicle and turnout gear that is necessary for the operation of the county or the health and welfare of its citizens and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$75,444, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: May 29, 2021)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS  
OF WOODBURY COUNTY, STATE OF IOWA, ON THE  
MATTER OF THE PROPOSED AUTHORIZATION OF A  
LOAN AGREEMENT AND THE ISSUANCE OF NOT TO  
EXCEED \$75,444 GENERAL OBLIGATION CAPITAL LOAN  
NOTES (GENERAL COUNTY PURPOSE #3) OF THE  
COUNTY (FOR GENERAL COUNTY PURPOSES), AND THE  
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Woodbury County, State of Iowa, will hold a public hearing on the 8th day of June, 2021, at \_\_\_\_\_M., in the Basement Boardroom, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$75,444 General Obligation Capital Loan Notes, for general county purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of equipping emergency management services with a vehicle and turnout gear that is necessary for the operation of the county or the health and welfare of its citizens. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402 and 331.442 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Woodbury County, State of Iowa, as provided by Sections 331.402 and 331.442 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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County Auditor, Woodbury County, State of  
Iowa

(End of Notice)

PASSED AND APPROVED this 25th day of May, 2021.

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Chairperson

ATTEST:

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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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Auditor, Woodbury County, State of  
Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WOODBURY )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Auditor of Woodbury County, in the County of Woodbury, State of Iowa, and that as such Auditor and by full authority from the Board of the County, I have caused a

NOTICE OF PUBLIC HEARING  
(Not to Exceed \$75,444 General Obligation Capital Loan Notes (General  
County Purpose #3))

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the " \_\_\_\_\_ ", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the County, and that the Notice was published in all of the issues thereof published and circulated on the following date:

\_\_\_\_\_, 2021.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Auditor, Woodbury County, State of  
Iowa

(SEAL)



Ahlers & Cooney, P.C.  
Attorneys at Law

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

[www.ahlerslaw.com](http://www.ahlerslaw.com)

Jason L. Comisky  
515.246.0337  
[jcomisky@ahlerslaw.com](mailto:jcomisky@ahlerslaw.com)

May 18, 2021

**Via Email Only**

Mr. Dennis Butler  
Finance/Budget Director  
Woodbury County Courthouse  
620 Douglas Street, Room 104  
Sioux City, Iowa 51101

Re: Woodbury County, Iowa – Reimbursement Resolution

Dear Dennis:

You have advised us that the County plans to reimburse original expenditures made from available funds incurred in connection with projects to be financed by a later issue of bonds or notes. Enclosed you will find a form of Resolution declaring an official intent to reimburse the County for certain expenditures pursuant to IRS Regulations. Please make copies of this form of resolution and have the Board adopt a completed copy of the same at any time it advances available funds with the intent of reimbursement from bond or note proceeds.

The Resolution describes the projects to be financed with the obligations and is divided into "Projects." Each project contemplated must be described specifically, including estimated costs, quantity, size, etc. If a number of projects are grouped within a program, the program can be described with a cross reference to a more detailed description of the component projects.

Section 4 of the Resolution requires you estimate the cost, amount of borrowing and completion date for each Project, as well as the name of the fund from which the original expenditures will be advanced. We suggest that you use one fund for the purpose of coordinating all advances to a project. In Section 4, identify whether you will seek grants for a project by listing any such project. Otherwise insert the word "none".

To be effective, this resolution **must be adopted before or within sixty (60) days after the original expenditure sought to be reimbursed** (unless it is a "preliminary expenditure").

Preliminary expenditures, which are not subject to the reimbursement rules, include architectural, engineering, survey costs and the like, which do not exceed twenty percent (20%) of the aggregate issue price of the bonds or notes issued for the project. Land acquisition, demolition and construction activities may not be treated as preliminary expenditures.

**Once the Board adopts the resolution, please return a completed copy of the proceeding, via email followed up by a hard copy, filled in as the original and certified back to us.**

Should you have any questions, please do not hesitate to contact me.

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason L. Comisky". The signature is fluid and cursive, with the first name "Jason" being more prominent.

Jason L. Comisky  
FOR THE FIRM

JLC:ks

Enclosures

cc: Tina Bertrand (via email)  
Karen James (via email)  
Heather Satterwhite (via email)

**ITEMS TO INCLUDE ON AGENDA FOR MAY 25, 2021**

**WOODBURY COUNTY, IOWA**

- Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the County for certain original expenditures paid in connection with specified Projects.

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



May 25, 2021

The Board of Supervisors of Woodbury County, State of Iowa, met in \_\_\_\_\_ session, in the Basement Boardroom, 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: \_\_\_\_\_

\* Due to COVID-19, this meeting was conducted electronically pursuant to Iowa Code Section 21.8. Participation was available via the internet or telephonically, as follows:

Internet access: <https://www.youtube.com/user/woodburycountyiowa>

Telephone access: 712-224-6014

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE COUNTY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Board Member \_\_\_\_\_ 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:

**RESOLUTION DECLARING AN OFFICIAL INTENT UNDER  
TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO  
REIMBURSE THE COUNTY FOR CERTAIN ORIGINAL  
EXPENDITURES PAID IN CONNECTION WITH SPECIFIED  
PROJECTS**

WHEREAS, the County anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the County reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Board believes it is consistent with the County's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Board determines to be necessary or desirable under the circumstances then and there existing.



PASSED AND APPROVED this 25th day of May, 2021.

---

Chairperson

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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Auditor, Woodbury County, State of Iowa

(SEAL)



# Woodbury County Secondary Roads Department

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

COUNTY ENGINEER

Mark J. Nahra, P.E.

mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER

Benjamin T. Kusler, E.I.T.

bkusler@woodburycountyiowa.gov

SECRETARY

Tish Brice

tbrice@woodburycountyiowa.gov

To: Board Members

From: Mark Nahra, County Engineer

Date: May 19, 2021

RE: Weekly Work Report

## **Construction Project Report**

### **To be let:**

**ER-CO97(145)—58-97**, Bank protection project east of the county bridge on route D12 west of Highway 140. Letting date: June 15, 2021. Late start date: September 1, 2021

This project will line bank along D12 to protect the road from further erosion and migration of the West Fork of the Little Sioux River. The project is funded with FHWA ER funding providing 80% of the funds with the remaining 20% being funded with Woodbury County farm to market funds.

**STBG-SWAP-CO97(142)—FG-97**, Pavement replacement on County Route K64 from Highway 141 north to Old Highway 141 (county route D25). Letting date: September 14, 2021. Late start date: Spring 2022.

This project involves replacement of the existing concrete pavement through Hornick north to 300<sup>th</sup> Street, then east on 300<sup>th</sup> Street to the intersection with Old Highway 141, west of Holly Springs. The city of Hornick is participating in the project with parking area and sidewalk improvements that will be constructed as part of the project. The project is funded by regional STBG-SWAP funds with the local share being paid by the Woodbury County farm to market fund and city funds from Hornick for the city work.

**FM-CO97(143)—55-97**, Pavement replacement on County Route K64 from 300<sup>th</sup> Street to Old Highway 141 (county route D25). Letting date: September 14, 2021. Late start date: Spring 2022.

This project involves replacement of the existing concrete pavement from the intersection of 300<sup>th</sup> Street north to Old Highway 141. The project is funded with Woodbury County farm to market funds.

### **Under Contract:**

**BRS-CHBP-CO97(139)—GB-97**, Merville Blacktop Bridge replacement project between US Highway 20 and 160<sup>th</sup> Street. Letting date: December 15, 2020. Late start date: Spring 2021. Contractor: Dixon Construction of Correctionville, IA. Bid price: \$631,337.56.

The bridge is funded with Competitive Highway Bridge Program funds administered by the Iowa DOT and allocated to Woodbury County. This bridge is fully funded with CHBP and SWAP

funds. The project is bundled for letting with a project in Lyon County. The Board awarded the contract, February 2, 2021.

The bridge closed to traffic on April 14<sup>th</sup>. The old bridge has been removed. All piling are driven and concrete substructure work is completed. Falsework construction has started, and the bridge deck may be poured the last week of May. We anticipate that the bridge will be completed before the end of August 2021. During construction, a signed detour is being provided.

**BROSCHBP-CO97(141)—GA-97**, O'Brien Avenue Bridge replacement project north of D38/220<sup>th</sup> Street. Letting date: December 15, 2020. Late start date: Spring 2021. Contractor: Dixon Construction of Correctionville, IA. Bid price: \$907,170.40.

The bridge is funded with Competitive Highway Bridge Program funds administered by the Iowa DOT and allocated to Woodbury County. This bridge is fully funded with CHBP and SWAP funds. The Board awarded the contract, February 2, 2021. A preconstruction meeting is scheduled for March 31<sup>st</sup>. The contractor tentatively plans to close the road and start work the week of May 24. We are currently waiting for a fiber optic cable to be moved by the affected utility. A signed detour will be provided.

**L-FEMA-B(K46)—73-97**, Mason Avenue bridge replacement. Letting date: November 24, 2020. Late start date: Spring 2021. Contractor: Graves Construction. Bid price: \$1,515,008.32.

The bridge was severely damaged by flooding on the Little Sioux River in July 2018. The bridge has been closed to traffic due to damage caused when the bridge was struck by a large tree during the flood. The county engineer's office obtained FEMA assistance to replace the bridge. FEMA and SHPO cleared the project for letting on September 17, 2020. The project was let to contract in November 2020.

Work on the project started the week of December 14 with the old bridge being removed on January 4 and 5. The contractor was able to make progress during the winter months on the project. The east abutment, east pier, center pier, and west pier are completed. The contractor is building falsework across these spans. The west abutment construction is underway. Low river levels are helping the contractor continue to make progress at this time. We anticipate a mid-summer project completion.

**BROS-SWAP-CO97(140)—SE-97**, 200<sup>th</sup> Street bridge replacement project between the Merville Blacktop and Grundy Avenue. Letting date: August 18, 2020. Late start date: April 26, 2021. Contractor: Dixon Construction of Correctionville, IA. Bid price: \$973,490.25.

The bridge was closed in 2019 due to failure of substructure components. The project was let to contract and approved by the board of supervisors on September 15, 2020. Work started on September 28, 2020 starting with removal of the existing bridge and channel work. Construction continued throughout the winter and all concrete work is complete on the bridge including the bridge rail. Falsework has been released and removed from the stream. The temporary stream crossing has been removed and riprap is being finished on the riverbank. Bridge approach grading is underway, and the east approach is nearing grade. Graveling and guardrail work remain before the bridge can be opened to traffic. We anticipate a late May completion, subject to weather since there is significant road grading remaining prior to being able to open the bridge.

**L-B(C274)—73-97**, Bridge C274 on Jewell Avenue between 110<sup>th</sup> Street and 120<sup>th</sup> Street will be replaced with a continuous concrete slab bridge. Letting date: October 13, 2020. Late start date: April 1, 2021. Contractor: Prahm Construction of Slayton, MN. Bid price: \$513,120.22.

The project involves replacement of an aging bridge with continuous concrete slab bridge. Project work is started. All concrete work on the bridge is done. Approach grading, graveling, and guardrail are complete. Seeding was done on Saturday, May 15. The road opened to traffic on Friday, May 14.

### **Work Under Design:**

Design work is underway on the following projects for letting in 2020.

- 1) Design work is nearing completion on a project to replace the K64 pavement from Highway 141 north to Old Highway 141. This work includes new pavement through the town of Hornick. The project is proposed for letting in September 2021.
- 2) Design work has started on Port Neal Road from the Iowa DOT rest area to Gelita. The work is scheduled for late 2022 or 2023 construction.

### **Other Projects:**

- 1) Old Highway 141 was used as a detour route while work on the Iowa DOT bridge project on Highway 141 was underway. Highway 141 is now open to traffic, but the project was completed later than anticipated. While Old 141 is no longer used as a detour route, the stop signs on the former detour route will remain in place until spring when the rumble strips approaching the intersection can be patched.
- 2) Letting for Wolf Creek DD repairs was on March 30, 2021 and awarded to Johnston Excavation. The project involves bank repair and debris removal. The project is funded by FEMA and drainage district funds. Cost to the district is estimated to be less than \$30,000 with FEMA and Iowa Homeland Security/Emergency Management Division paying the majority of the cost. Work is expected to start the last week of May.
- 3) Gravel excavation was let on April 5, 2021 for work in the Railroad Pit north of Correctionville. The contractor plans to mobilize the last week of May.
- 5) The pavement patching project is complete.
- 6) The county engineer requested quotations for repair to a small bridge on County Home Road west of Bronson. The west abutment piling failed this winter and the bridge has been closed since the first week of March. We requested quotes to drive new piling and replace the west abutment cap, but we only had one quote for the work that was deemed to be too high. Quotes have been obtained for a precast concrete box culvert to replace the bridge. A new culvert will be ordered to replace the bridge. We had originally anticipated delivery after July 1, but due to supply chain issues, delivery has been delayed into mid-August. The culvert will be placed by county road department crews.
- 7) Stone Avenue east of Sioux City is closed due to a failed crossroad storm sewer pipe and intake structure. The intake structure is not repairable. A new precast structure has been ordered and delivery is expected the week of May 17. Once it arrives, work will resume, and the repair will be completed as quickly as possible.