



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JANUARY 3, 2022) (WEEK 1 OF 2022)**

Live streaming at:

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

Agenda and Minutes available at:

www.woodburycountyiowa.gov

Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov	Justin Wright 899-9044 jwright@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held January 3, 2022 at **3:30 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.

AGENDA

3:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

- | | |
|--|-------------|
| 1. Adoption of current Board of Supervisors Bylaws | Action |
| 2. Election of Temporary Chair to preside over Election of Chairperson | Action |
| 3. Election of Chairperson | Action |
| 4. Election of Vice- Chairperson | Action |
| 5. Citizen Concerns | Information |
| 6. Approval of the agenda | Action |

Consent Agenda

Items 7 through 12 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.

7. Approval of the minutes of the December 21, 2021 meeting

8. Approval of claims
9. Approval of Appointments of:
 - a. County Engineer – Mark Nahra
 - b. County Medical Examiner – Dr. Julie Breiner
 - c. County Weed Commissioner – Jered Jepsen
 - d. County Official Newspapers
 - e. County Representation to the Third Judicial Department of Correctional Services
10. Approval of Various Boards/Commissions
 - a. Conservation Board
 - b. Siouxland District Board of Health
 - c. Commission to Assess Damages
11. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
 - c. Approval of the Chairman to sign the liability and property policies with Princeton Excess and Travelers Insurance for calendar year 2022
12. Secondary Roads – Mark Nahra
 - a. Consideration of resolution authorizing the County Engineer to execute certification of completion of work on Federal Aid, State Aid and Farm to Market Construction during 2022
 - b. Consideration of resolution authorizing the County Engineer to close roads for maintenance and emergencies during 2022
 - c. Approve the permit to work in the right of way for Dan Castle

End Consent Agenda

13. Secondary Roads – Mark Nahra
Approval of a consultant agreement for the Elk Creek Paving Project Design Services Action
14. Board of Supervisors – Rocky De Witt
Approval of drafting a letter to the Iowa Utilities Board stating opposition to any and Action
and all carbon pipelines traversing Woodbury County

15. Budget Review Discussion for FY 2023	<u>Page</u>
a. General Relief	
1. Administration – G.B.	1
2. Assistance – G.B.	2
b. Board of Supervisors	
1. CF Rebates & Miscellaneous Refunds G.B. & R.B.	2, 58
2. Medical Examiner – G.B.	4
3. Board of Supervisors Expense – G.B.	11
4. Board Administration – G.B.	12
5. Public Bidder – G.B.	13
6. Mail Services – G.B.	14
7. District Court Operations – G.S.	40
8. Court Appointed Juvenile Attorneys – G.S.	41
9. Youth Guidance Services – G.S.	42
10. Risk Management Services – G.S.	43
11. Rolling Hills Region – N.T.	54 – 57

12. Soil Conservation – Currently Funded thru L.O.S.T. – N.T.	60 - 63
13. Solid Waste Landfill – R.B.	64 - 66
14. Township Officers – R.B.	67
15. Tax Increment Funds – TIF	82 - 84
c. County Library – R.B.	2 - 5
d. Department of Human Services – G.B.	1
e. Human Resources – G.B.	2 – 4
16. Reports on Committee Meetings	Information
17. Citizen Concerns	Information
18. Board Concerns	Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WED., JAN. 5,	3:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
THU., JAN. 6	10:00 a.m.	COAD Meeting, The Security Institute
WED., JAN. 12	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THU., JAN. 13	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., JAN. 19	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
	10:00 a.m.	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
THU., JAN. 20	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., JAN. 21	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
MON., JAN. 24	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
TUE., JAN. 25	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
WED., JAN. 26	2:30 p.m.	Rolling Hills Community Services Region Governance Board Meeting
THU., JAN. 27	11:00 a.m.	Siouxland Regional Transit Systems Board Meeting, SIMPCO Office, 1122 Pierce

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.

BYLAWS OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

ARTICLE I Name

The name of this statutorily created assembly is the Woodbury County Board of Supervisors.

ARTICLE II Purpose

The purpose of this assembly is to perform the duties of the Board of Supervisors according to the Iowa Code.

ARTICLE III Members

There are five members of the Woodbury County Board of Supervisors. They are elected at large from Woodbury County, Iowa but with equal-population district residence requirements.

ARTICLE IV Officers

Section 1. Officers and Duties. The officers shall be a Chairperson, a Vice Chairperson and a Clerk to the Board. These officers shall perform the duties as prescribed by Iowa Code, these bylaws and by the parliamentary authority adopted by the Board in descending order.

- a. Chairperson.** The Chairperson shall preside at all the meetings of the Board during the year. The Chairperson shall make all committee assignments to committees recognized in these bylaws. The Chairperson shall set the tentative agenda for all meetings of the Board. The Chairperson shall oversee the daily operations of county administration while acting within the policies established by the Board. Subject to approval of the Board, the Chairperson shall be authorized, with a Board approved committee form, to establish special purpose committees as needed.
- b. Vice Chairperson.** The Vice Chairperson shall serve during the absence of the Chairperson and be the presiding officer when the Chairperson participates by electronic means.
- c. Clerk to the Board.** The Auditor and Recorder or the designee of the Auditor and Recorder shall serve as Clerk to the Board *ex officio*. The Clerk to the Board shall be recognized as the parliamentarian for all meetings of the Board.

Section 2. Time, Nomination Procedure, Method of Election and Term of Office. The election of The Chairperson and Vice Chairperson shall occur at the first meeting in each year. Nominations shall be made from the floor and elections shall be by roll call vote. A temporary chair shall be elected to preside over the election of the Chairperson. The Chairperson's term shall begin immediately. The Chairperson shall preside over the election of the Vice Chairperson.

ARTICLE V Meetings

Section 1. Compliance with Open Meetings Law. All meetings of the Board shall be scheduled and conducted in compliance with Chapter 21 of the Code of Iowa and other applicable law.

Section 2. First Meeting. The Board shall meet on the first day of January which is not a Saturday, Sunday or holiday.

Section 3. Regular Meetings. The Board shall hold regular meetings on each Tuesday of the year unless canceled or postponed by a majority of the Board.

Section 4. Special Meetings. The Board may hold special meetings from time to time as required to conduct the business of the county. A special meeting may be called by the Chairperson or by the Vice Chairperson in the absence of the Chairperson.

Section 5. Agenda. Items to be considered for a meeting shall be submitted in a format prescribed by the Board. All items requested for Board action shall be submitted in the form of a proposed written motion. Any member of the Board may direct the Chairperson to place an information or discussion item on the agenda of a subsequent meeting. The Chairperson shall place an action item on the agenda of a subsequent meeting when directed by a majority of the Board.

Section 6. Quorum and Consensus. A quorum and consensus shall consist of three members of the Board. A quorum is required to transact the official business of the County.

Section 7. Majority Required. Unless where otherwise provided by law, a majority of the quorum present is required for the adoption of any matter to come before the Board.

Section 8. Manner of Acting. Any question to come before the Board shall be in the form of a motion made by a member and shall require a second for consideration. Remarks by members shall be limited to ten minutes unless an extension is granted by a majority of the Board. A member or any other elected official of the county shall address the Chairperson and confine their remarks to the question before the Board and shall be respectful of other elected officials and avoid referencing or questioning the motives of another elected official.

Section 9. Roll Call Votes. The Chairperson shall order a roll call vote when requested by a member. The roll shall be called alphabetically except the Chairperson shall be called last. If a member is not ready to vote, the member may pass and shall be called upon again after the roll has been completely called and shall vote or abstain.

Section 10. Effect of Abstention. When a member abstains due to a conflict of interest, the vote of the Board shall be computed on the basis of the number of members not disqualified by reason of conflict of interest. However, at least three (3) members eligible to vote are required for a quorum on any matter. Abstentions that are not due to a conflict of interest shall be counted as a “no” vote.

Section 11. Electronic Participation. A member of the Board may participate in a meeting by electronic means only in circumstances where participation in person is impossible or impractical. Any member participating electronically shall be connected by a speaker phone, video conference, or other device or software, so that the public can hear any discussion by that member. The vote of any member participating electronically must be made public at the meeting and the minutes of the meeting shall include sufficient information to indicate the vote of each member participating.

ARTICLE VI Committees

Section 1. Committees Required by Iowa Code. All Board representation on committees required by the Iowa Code shall be appointed by the Chairperson subject to approval of the Board.

Section 2. Committees Created by the provisions of Iowa Code Chapter 28E. All Board representation on committees required by 28E agreements shall be appointed by the Chairperson subject to approval of the Board and the requirements of the 28E agreement.

Section 3. Committees Created by Agreement. All Board representation on committees required by agreement shall be appointed by the Chairperson subject to approval of the Board.

Section 4. Committees Created for Special Purpose. All Board representation on committees required for a special purpose shall be appointed by the Chairperson subject to approval of the Board.

Section 5. Attendance at Committees Created Under Article VI. Attendance by members of the Board at committees created under Article VI of these bylaws shall be limited to those approved by the Board as committee representatives unless the committee meeting has also been posted as a special meeting of the Board of Supervisors. If a Board member is unable to attend a committee meeting that they are assigned to, that Board member may arrange to have a fellow Board member attend the meeting in their place after notification of the Board Chairperson.

**ARTICLE VII
Conflicts of Interest**

Except as otherwise provided by law, members shall not have an interest, direct or indirect, in any contract, or job of work, or material, or the profits thereof, or services to be furnished or performed for Woodbury County. Members should avoid any action that would result in, or create the impression of, using public office for private gain, giving preferential treatment to any person, or losing impartiality in conducting county business.

**ARTICLE VIII
Parliamentary Authority**

The rules contained in the most current edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with the Iowa Code, these bylaws and any special rules of order that the Board may adopt.

**ARTICLE IX
Bylaws**

Section 1. Adoption of Bylaws. Bylaws shall be adopted at the first meeting in each year following a General Election.

Section 2. Amendment of Bylaws. These bylaws may be amended at any regular meeting of the Board with a majority vote, provided that the amendment has been submitted in writing at the previous regular meeting.

1/3/2022

DATE ADOPTED

CHAIRPERSON

ATTESTOR

DECEMBER 21 2021, FIFTY-FIRST MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, December 21, 2021 at 4:30 p.m. Board members present were Taylor, Ung, De Witt, Radig, and Wright. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget Tax/Analyst, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Services Director, and Patrick Gill, Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by Taylor second by Radig to approve the agenda for December 21, 2021. Carried 5-0. Copy filed.
Motion by Taylor second by Radig to approve the following items by consent:
 3. To approve minutes of the December 14, 2021 meeting. Copy filed.
 4. To approve the claims totaling \$404,711.33. Copy filed.
 5. To receive the Juvenile Detention's November population report. Copy filed.
 6. To approve the lifting of tax suspension for Trina Currier-Hawkins, parcel #884706227024, 4115 Davis Ave. Copy filed.
 - 7a. To approve the appointment of Kenzie Holsinger, P/T Youth Worker, Juvenile Detention Dept., effective 12-28-21, \$20.38/hour. Job Vacancy Posted 11-17-21. Entry Level Salary: \$20.38/hour. Copy filed.
 - 7b. Presentation of Award of Certificate to Cynthia Wiemold. Copy filed.
 - 7c. To approve the Woodbury County Travel and Expense Policy Addendum affective 01/01/2022. Copy filed.
 - 8a. To approve the appointment of Tom Thiesen (effective 1/1/22) to the Board of Adjustments for a new 5-year term. Copy filed.
 - 8b. To approve the appointment of Corey Meister (effective 1/1/22) to the Planning & Zoning Commission for a new 5-year term. Copy filed.

Carried 5-0.

- 9a. Motion by Radig second by Taylor to approve the Release of Mortgage made to CEDCORP, Inc. Carried 5-0. Copy filed.

Suzan Stewart, Chairperson of the temporary county redistricting commission, presented a report to the Board outlining the proposed plan for supervisor districts for the Board's consideration.

Motion by Radig second by De Witt to receive the report from the temporary redistricting commission. Carried 5-0. Copy filed.

- 9b. A public hearing was held at 4:40 p.m. for an ordinance relating to the assessment of wind energy conversion property as authorized by Iowa Code Chapter 427B.26. the Chairperson call on anyone wishing to be heard.

Motion by Radig second by Taylor to close the public hearing. Carried 5-0.

- 9c. Motion by Radig second by Taylor to conduct the 3rd reading of the Ordinance for Wind Energy Conversion Property as Authorized by Iowa Code Chapter 427B.26. Carried 5-0. Copy filed.

10. A public hearing was held at 4:45 p.m. for the consideration of an ordinance fixing the boundaries of the Woodbury County voting precincts and the supervisors' districts in Woodbury County. The Chairperson called on anyone wishing to be heard.

Motion by De Witt second by Radig to close the public hearing. Carried 5-0.
- 10a. Motion by Radig second by De Witt to approve the first reading of the ordinance. Carried 5-0.
- 10b. Motion by Radig second by De Witt to waive the second and third readings of the ordinance. Carried 5-0.
- 10c. Motion by Radig second by Taylor to adopt Ordinance #60 fixing the boundaries of the Woodbury County voting precincts and the supervisors' districts in Woodbury County. Carried 5-0. Copy filed.
- 10d. Motion by Radig second by De Witt to approve and authorize the Chairperson to sign the County reprecincting certification. Carried 5-0. Copy filed.
- 10e. Motion by Radig second by De Witt to approve and authorize the Chairperson to sign the County redistricting certification. Carried 5-0. Copy filed.
11. Motion by Taylor second by De Witt to approve to direct staff to work with the Siouxland Regional Transit System to prepare a memo of understanding, a loan agreement, and prepare a resolution to approve issuance of facility revenue bonds. Carried 5-0. Copy filed.
12. Motion by De Witt second by to Taylor approve the agreement with HCI Construction for window replacement for \$75,140, with \$20,140.00 of the total from agency funds. Carried 4-1; Radig opposed. Copy filed.
13. The Board heard reports on committee meetings.
14. There were no citizen concerns.
15. Board concerns were heard.

The Board adjourned the regular meeting until January 3, 2022.

Meeting sign in sheet. Copy filed.

SIOUX CITY
JOURNAL
COMMUNICATIONS

NOV 12 2021 PM 1:52

Chad Pauling
515 Pavonia Street
Sioux City, IA 51101
11/4/21

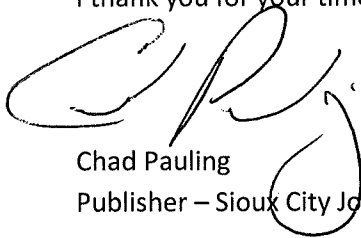
Board of Supervisors
Woodbury County, IA
620 Douglas St.
Sioux City, IA 51101

Dear Board of Supervisors,

I am writing to request that the Sioux City Journal be appointed as the official newspaper of Woodbury County for 2022.

The Sioux City Journal is the largest daily newspaper in the county. We serve over 8,000 households and provide the majority of the county with their news and local information.

I thank you for your time and consideration.



Chad Pauling
Publisher – Sioux City Journal

The Sergeant Bluff Advocate

Pioneer Mall
204 First St., Suite 2A
Sergeant Bluff, IA 51054-0712
(FAX) 712-943-4606 (Ph:)712-943-2583
advocate@longlines.com

November 10, 2021

Woodbury County Board of Supervisors
ATTN: Board Administrative Coordinator
Courthouse, Room 104
620 Douglas Street
Sioux City, IA. 51101

Dear Woodbury County Board of Supervisors:

Please find attached our Statement of Ownership, Management and Circulation (SOMC), published in the Oct. 14, 2021, issue of the Sergeant Bluff Advocate. The SOMC published notification details our publishing information and numbers. This is in accordance with requirements for the annual status consideration of Official Woodbury County Newspaper, of which we are applying.

Thank you for permitting the Sergeant Bluff Advocate to serve the Woodbury County Board of Supervisors as an Official Woodbury County Newspaper and the people of Sergeant Bluff, Salix, Sloan, Hornick, Climbing Hill, and elsewhere in Woodbury County.

Respectfully yours,



Wayne V. Dominowski
Publisher/Editor Sergeant Bluff Advocate
Lt.Col., USAR, (Ret.)

THE *Record*

Box 546 • 238 Main Street
Moyville, Iowa 51039
Phone: 712-873-3141 • 844-873-3141

Your Regional Newspaper Serving Your Friends And Neighbors In
Moyville - Kingsley - Lawton - Correctionville - Anthon - Pierson
Bronson - Quimby - Washta - Hornick - Cushing - Oto - Climbing Hill

December 1, 2021

Woodbury County Board of Supervisors
6th & Douglas St
Room 104
Sioux City, IA 51101

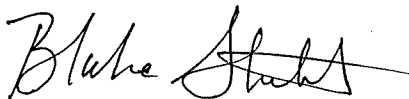
DEC 8 2021 PM 3:23

Dear Sirs:

Please accept this letter as our 2022 request to be an official newspaper for Woodbury County, Iowa.

Thank you for your consideration regarding this matter. We look forward to serving you in the coming year.

Sincerely,



Blake Stubbs
Publisher/Editor



DEPARTMENT OF CORRECTIONAL SERVICES

December 10, 2021

TO: Chair, County Board of Supervisors

From: Jody Hagaman
Board of Director's Secretary

Subject: Membership Notices

Enclosed herein please find a Notice of Appointment for calendar year 2022 to be completed in order to appoint representation from your county to our Board of Directors.

Thank you for your assistance in returning this to me by mid-January 2022. Also, if your representative is a first-time appointment, please include the member's physical address, email address and phone number.

If you have any questions, feel free to contact me at 712-224-6821.

Probation/Parole Services
515 Water Street
Sioux City, Iowa 51103
(712) 252-0590
FAX: (712) 252-0634

Residential Facilities
515 Water Street
Sioux City, Iowa 51103
North RTF: (712) 252-4226
South RTF: (712) 224-5515
FAX: (712) 252-0634

Probation/Parole Services
720 Western Avenue
Sheldon, Iowa 51201
(712) 324-5384
FAX: (712) 324-5366

ADMINISTRATION
 FIELD SERVICES

NORTH RESIDENTIAL FACILITY
 SOUTH RESIDENTIAL FACILITY

FIELD SERVICES

NOTICE OF APPOINTMENT

PURSUANT to Section 905.3(1)(a), Code of Iowa,

The Board of Supervisors

of _____ County

hereby appoint

to serve on the Board of Directors of the

THIRD JUDICIAL DISTRICT
DEPARTMENT OF CORRECTIONAL SERVICES

for the calendar year 2022.

Dated this ____ day of _____, _____.

Board Chairperson

_____ County

WOODBURY COUNTY, IOWA BOARD ADMINISTRATION

MEMORANDUM

TO: Board of Supervisors
FROM: Karen James, Board Administrative Assistant
RE: Responses from Members of Boards/Commissions on Consideration of a Reappointment
DATE: December 20, 2021

Below are the responses of all the members of the various Boards/Commissions.

CONSERVATION BOARD

NO Suzan Boden, 3801 Stone Park Blvd., Sioux City, IA 51103

SIOUXLAND DISTRICT BOARD OF HEALTH

YES Rod Earleywine, 1019 Coffie Farm Road, Sergeant Bluff, IA 51054

YES Sandra Granger, 4707 Country Club Blvd., Sioux City, IA 51104

COMMISSION TO ASSESS DAMAGES

Category A - Owner/operators of Agricultural Property:

YES Leo Jochum 1691 – 250TH, Salix, IA 51052

Category B - Owners of City Property:

YES Bob Batcheller, PO Box 3311, Sioux City, IA 51102

YES Ruth A. Groth, 305 North Cauley Ave, Anthon, IA 51004

Category C - Licensed Real Estate Salesman or Real Estate Broker:

YES Colleen R. Baker, 3422 Jackson Street, Sioux City, Iowa 51104

YES Anita Small, 4629 – 46th Street, Sioux City, IA 51108

YES Tori Jackson, 4601 S. Ridge Road, Sioux City, IA 51106

Category D - Persons Having Knowledge of Property Values in the County by Reason of their Occupation:

- Patrick Curry, 502 Huntington Court., Sergeant Bluff, Iowa 51054 **No Response**
YES Linda Mathison, 5008 Ravine Park Lane, Sioux City, IA 51106
YES Doug Lehman, P. O. Box 1381, Sioux City, IA 51105

In conclusion the Board needs appointments for:

Conservation Board

One person

Commission to Assess Damages

- ❖ Category A – Six persons
- ❖ Category B – Five persons
- ❖ Category C - Four persons
- ❖ Category D – Five persons



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
FAX: 712.279.6522

December 20, 2021

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

The Woodbury County Sheriff's Office respectfully requests authorization to hire Shelia Henningfeld for the position of Clerk III. This will be starting at a pay grade 5, step 2. We are requesting her starting pay at this level due to her previous experience with transcription. We request this be placed on the agenda for the Monday, January 3, 2022, 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

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: January 3, 2022

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	Civilian Jailer	CWA: \$21.02/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
FAX: 712.279.6522

December 27th, 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 one (1) Correctional Officer position, effective January 4th, 2022. We request this be placed on the agenda for Monday January 3rd, 2022, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Sheehan', with a long horizontal flourish extending to the right.

Chad Sheehan, Sheriff

cc: file

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

Date: 12/29/2021 Weekly Agenda Date: 01/03/2022

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

WORDING FOR AGENDA ITEM:

Approval for the Chairman to sign the liability and property policies with Princeton Excess and Travelers Insurance for calendar year 2022.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The paper work for the renewal of Woodbury County's property and casualty insurance is being submitted. It lays out the exact limits and premiums for the 2022 calendar year.

BACKGROUND:

Renewal for the property and casualty is an annual event (January 1).

FINANCIAL IMPACT:

Travelers (property) annual premium is \$216,271.00 and Princeton Excess (liability) annual premium is \$265,190.65, a difference of \$21,723.65 from 2021. Cost specifics and historical information is attached.

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

Yes No

RECOMMENDATION:

Please accept the renewal paperwork and provide the necessary signature.

ACTION REQUIRED / PROPOSED MOTION:

Accept and sign the 2022 Property and Casualty renewal.

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Property and Inland Marine	Premium	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	-	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	\$181,523.00
	Estimated Cost		\$177,442.00		\$181,523.00
	Annualized Cost		-		-
	TRIA Premium		-		\$0.00
Automobile	Premium	Charter Oak Fire Insurance Company (The Travelers Companies, Inc.)	-	Charter Oak Fire Insurance Company (The Travelers Companies, Inc.)	\$34,748.00
	Estimated Cost		\$29,950.00		\$34,748.00
	Annualized Cost		-		-
	TRIA Premium		-		Included
General Liability, Law Enforcement Liability, Employee Benefits Liability, Automobile, Errors & Omissions Liability	Premium	Atlantic Specialty Insurance Company (Intact Insurance)	\$250,168.00	Princeton Excess & Surplus Lines Ins Co (Munich-American Holding Corporation)	\$262,565.00
	Surplus Lines Tax		-		\$2,625.65
	Estimated Cost		\$252,349.00		\$265,190.65
	TRIA Premium		\$2,181.00		Rejected
Total Estimated Program Cost			\$459,741.00		\$481,461.65

Coverage: Package - Law Enforcement Activities
Carrier: Princeton Excess & Surplus Lines Ins Co
Policy Period: 1/1/2022 to 1/1/2023

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Law Enforcement Activities		Not Applicable	Not Applicable

Coverage:

DESCRIPTION	AMOUNT
All Coverages Under Section Iii Law Enforcement Activities Combined Any One Occurrence	\$10,000,000
All Coverages Under Section Iii Law Enforcement Activities Combined - Aggregate	\$10,000,000

Self-Insured Retention

COVERAGE	AMOUNT
Law Enforcement Activities: - Each Occurrence Accident or Claim	\$300,000

Endorsements include, but are not limited to:

DESCRIPTION
Common Declarations Page
Signatures
PSI Package Policy Form - Excluding Cyber (AE 003 12-14)
Statutory Requirement Endorsement
Service of Process Endorsement
if you choose not to purchase TRIPRA coverage per the premium quoted above and the attached disclosure notice OR Cap on Losses from Certified Acts of Terrorism if you choose to purchase TRIPRA coverage per the premium quoted above and the attached disclosure notice.

Exclusions include, but are not limited to:

DESCRIPTION
Violation of Economic or Trade Sanctions Exclusion
Cyber Exclusion - Access or Disclosure of Confidential or Personal Information and Data Related Liability
Terrorist Activity Exclusion – State Exception

Coverage: Automobile
Carrier: Princeton Excess & Surplus Lines Ins Co
Policy Period: 1/1/2022 to 1/1/2023

Coverage:

DESCRIPTION	AMOUNT
Limit of Insurance for Each Occurrence:	
All Coverages Under Section IV Automobile Liability combined:	\$10,000,000

Self-Insured Retention

COVERAGE	AMOUNT
Automobile Liability: - Each Occurrence Accident or Claim	\$300,000

Endorsements include, but are not limited to:

DESCRIPTION
Common Declarations Page
Signatures
PSI Package Policy Form - Excluding Cyber (AE 003 12-14)
Statutory Requirement Endorsement
Service of Process Endorsement
if you choose not to purchase TRIPRA coverage per the premium quoted above and the attached disclosure notice OR Cap on Losses from Certified Acts of Terrorism if you choose to purchase TRIPRA coverage per the premium quoted above and the attached disclosure notice.

Exclusions include, but are not limited to:

DESCRIPTION
Excluded Drivers
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism
Violation of Economic or Trade Sanctions Exclusion
Cyber Exclusion - Access or Disclosure of Confidential or Personal Information and Data Related Liability
Terrorist Activity Exclusion – State Exception

Coverage: Employee Benefits Liability
Carrier: Princeton Excess & Surplus Lines Ins Co
Policy Period: 1/1/2022 to 1/1/2023

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Employee Benefits Liability	Claims Made	4/1/1999	Not Applicable

Coverage:

DESCRIPTION	AMOUNT
All Coverages Under Section VII Employee Benefits Liability Combined – Any One Claim	\$10,000,000
All Coverages Under Section VII Employee Benefits Liability Combined – Annual Aggregate	\$10,000,000

Self-Insured Retention

COVERAGE	AMOUNT
Employee Benefits Liability: - Each Occurrence Accident or Claim	\$300,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Employee Benefits Liability	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Refer to attached policy form

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

Run Off Provisions:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	--	--		--

Program Details

Coverage: Package - General Liability & Employee Benefits Liability

Carrier: Travelers Indemnity Company

Policy Period: 1/1/2022 to 1/1/2023

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable
Employee Benefits Liability	Claims-Made	4/1/1999	Not Applicable

Coverage:

DESCRIPTION	AMOUNT
General Liability:	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Liability Any One Person or Organization Limit	\$1,000,000
Damage to Premises Rented to You Limit (Any One Premises)	\$1,000,000
Each Abuse or Molestation Offense Limit	\$1,000,000
Each Abuse or Molestation Aggregate Limit	\$1,000,000
Employee Benefits Liability:	
Each Employee Limit	\$1,000,000
Aggregate Limit	\$3,000,000

Self-Insured Retention (Loss and Loss Expense)

COVERAGE	
General Liability:	
Each Occurrence	\$300,000
Personal Injury and Advertising Injury Each Person or Organization	\$300,000
Each Abuse or Molestation Offense	\$300,000
Employee Benefits Liability:	
Each Employee Self Insured	\$300,000

Coverage: Public Entity Management Liability

Carrier: Travelers Indemnity Company

Policy Period: 1/1/2022 to 1/1/2023

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Public Entity Management Liability	Claims Made	4/1/1999	Not Applicable

Coverage:

DESCRIPTION	AMOUNT
Each Wrongful Act Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Self-Insured Retention

COVERAGE	AMOUNT
Each Wrongful Act Self Insured – Damages and Defense Expenses	\$300,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Errors and Omissions	--		
Sexual Harassment	--		
Employment Practice Liability	--		
Sexual Abuse	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Refer to attached policy form

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

Coverage: Public Entity Employment Related Practices Liability

Carrier: Travelers Indemnity Company

Policy Period: 1/1/2022 to 1/1/2023

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Public Entity Employment Related Practices Liability	Claims Made	4/1/1999	Not Applicable

Coverage:

DESCRIPTION	AMOUNT
Each Wrongful Act Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Self-Insured Retention

COVERAGE	AMOUNT
Each Wrongful Act Self Insured – Damages and Defense Expenses	\$300,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Errors and Omissions	--		
Sexual Harassment	--		
Employment Practice Liability	--		
Sexual Abuse	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Refer to attached policy form

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

Coverage: Umbrella
Carrier: Travelers Property Casualty Company of America
Policy Period: 1/1/2022 to 1/1/2023

Coverage:

DESCRIPTION	AMOUNT
Occurrence Limit	\$9,000,000
General Aggregate Limit	\$9,000,000
Products-Completed Operations Aggregate Limit	\$9,000,000
Crisis Management Service Expenses Limit	\$50,000

Self-Insured Retention

AMOUNT
\$10,000

Coverage is Provided over the following Underlying Coverages:

DESCRIPTION
General Liability
Employee Benefits Liability
Automobile Liability
Law Enforcement Liability
Public Entity Management Liability
Public Entity Employment Related Practices Liability

Endorsements include, but are not limited to:

DESCRIPTION
Schedule of Underlying Insurance
Coverage for Financial Interest In Foreign Insured Organizations

Exclusions include, but are not limited to:

DESCRIPTION
Failure to Supply Exclusion – Coverage A and B
Fungi or Bacteria Exclusion – Coverages A and B
Mobile Equipment Racing Exclusion – Coverage B

Premium	\$91,026.00
ESTIMATED PROGRAM COST	\$91,026.00

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

Date: 12/29/2021 Weekly Agenda Date: 1/3/2022

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

WORDING FOR AGENDA ITEM:

Consider a resolution authorizing the County Engineer to execute certification of completion of work on Federal Aid, State Aid and Farm to Market Construction during 2022

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The County Engineer requests authorization to accept work and certify its completion in compliance with approved plans and specifications on behalf of Woodbury County.

BACKGROUND:

Section 309.21 Code of Iowa: Supervision of construction and maintenance work. - All construction and maintenance work shall be performed under the direct and immediate supervision of the county engineer who shall be deemed responsible for the efficient, economical and good-faith performance of said work. This resolution is approved annually.

FINANCIAL IMPACT:

There is no financial impact. This is an annual authorization to complete project closure paperwork.

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 resolution officially authorizing the county engineer to certify completion of work on federal aid, state aid and farm to market construction work on behalf of the county.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution authorizing the County Engineer to accept federal aid, state aid and farm to market construction work on behalf of the county during 2022.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY ENGINEER TO EXECUTE
CERTIFICATION OF COMPLETION OF WORK ON FEDERAL AID, STATE AID, AND
FARM TO MARKET CONSTRUCTION DURING 2022

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that Mark J. Nahra, the County Engineer of Woodbury County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the certification of completion of work and final acceptance thereof in accordance with plans and specifications in connection with all Farm-to-Market and federal or state aid construction projects in this county.

Dated at Sioux City, Iowa, this 3rd day of January 2022.

Board of Supervisors of Woodbury County, Iowa

Chair

ATTEST:

By _____
Patrick F. Gill, Woodbury County Auditor

SEAL

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

Date: 12/29/2021 Weekly Agenda Date: 1/3/2022

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

WORDING FOR AGENDA ITEM:

Consider a resolution authorizing the County Engineer to close county roads for construction, maintenance, and emergencies during 2022

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 checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

The County Engineer requests authorization to close roads as necessary for construction, maintenance, and emergencies during calendar year 2022.

BACKGROUND:

The Board of Supervisors has jurisdiction over the county road system. Long term and permanent closure of roads requires board approval. Temporary closure of county roads due to emergencies, maintenance work, and construction is sometimes necessary and may be required between board meetings. The Board can authorize the county engineer to close roads under these conditions. (Annual resolution)

FINANCIAL IMPACT:

There is no financial impact. This is an annual authorization to temporarily close county roads.

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 resolution officially authorizing the county engineer to close roads for emergencies, maintenance operations, and construction on behalf of the county board of supervisors in 2022.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution authorizing the County Engineer to close roads for emergencies, maintenance operations, and construction on behalf of the county board of supervisors in 2022.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY ENGINEER TO CLOSE ANY SECONDARY ROAD FOR THE PURPOSE OF CONSTRUCTION, ROUTINE MAINTENANCE, OR EMERGENCIES DURING 2022

WHEREAS, the Woodbury County Board of Supervisors is concerned about traffic safety involved during construction and maintenance work or during natural or traffic emergencies on the secondary road system, and

WHEREAS, they are further interested in making appropriate traffic accommodations for the traveling public, adjacent landowners and related users during construction and maintenance operations, and

WHEREAS, the Board of Supervisors under section 306.41 of the Code of Iowa can delegate the authority to temporarily closure of roads to the County Engineer,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors give Mark J. Nahra, Woodbury County Engineer the authority to temporarily close sections of highway in Woodbury County's road system when necessary because of construction, maintenance, emergencies, or natural disaster.

DATED this 3rd day of January 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTESTED:

BY:

Chair

Patrick F. Gill, County Auditor

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

Date: 12/29/2021 Weekly Agenda Date: 01/03/2022

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

WORDING FOR AGENDA ITEM:

Consideration of permit to work in the county right of way

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Dan Castle has requested a permit to work in the right of way to grade the backslope of the right of way in coordination with grading work in his field.

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?

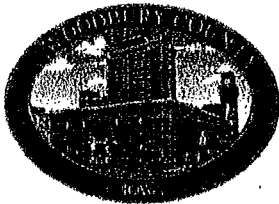
Yes No

RECOMMENDATION:

Recommend approval of the permit for Dan Castle.

ACTION REQUIRED / PROPOSED MOTION:

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



Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@woodburycountyIowa.gov

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

Name of Permittee: Dan Castle Phone No.: 712-880-1457

Mailing Address: 3119 Jewell Ave, Smithland, IA 51056

Township: Little Sioux Section: 26

Woodbury County, State of Iowa, and Dan Castle (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:

Property owner may excavate backslope of right of way in coordination with grading in field. Excavation work may not change ditch elevation except as approved by district foreman as part of site cleanup.

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

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

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

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

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

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

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

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

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

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

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

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

Landowner to re-seed disturbed right of way areas.

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

None

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 15 day of JANUARY, 2022.

Entered into this 14 day of December, 2021.

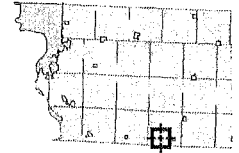
[Signature]
Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Date created: 12/13/2021
Last Data Uploaded: 12/10/2021 7:40:21 PM

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

Date: 12/29/2021 Weekly Agenda Date: 1/3/2022

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

WORDING FOR AGENDA ITEM:

Consider approval of a consultant agreement for the Elk Creek Road Paving project design services

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Woodbury County signed an agreement with Sioux City to improve Elk Creek Road near a new subdivision. A project design agreement is presented for board approval.

BACKGROUND:

The Board signed a letter of understanding with the city of Sioux City in regard to a shared paving project on Elk Creek Road on the east side of the new Residence at Elk Creek subdivision. The developer is accelerating development targeting 2022 completion. Road design is to be done by Woodbury County per the agreement. Design work by consultant is recommended to meet new project timetable.

FINANCIAL IMPACT:

The cost for design work will be paid by Woodbury County local secondary road funds.

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

Yes No

RECOMMENDATION:

Recommend that the board approve the agreement for professional services with DGR Engineering for the above captioned project and direct the chair to sign the agreement.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the agreement for professional services with DGR Engineering for the above captioned project and direct the chair to sign the agreement.

DGR ENGINEERING
Agreement for Professional Services

THIS AGREEMENT is entered into on the 20th day of December, 2021, by and between Woodbury County, Iowa, hereinafter referred to as "Client" and **DeWild Grant Reckert and Associates Company, d/b/a DGR Engineering**, hereinafter referred to as "Consultant".

WHEREAS, Client requires professional services for Elk Creek Road Construction
(project title/name) _____ and,

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

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

1. BASIC AGREEMENT:

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

2. CONSULTANT'S RESPONSIBILITIES:

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

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

3. CLIENT'S RESPONSIBILITY:

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

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

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

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

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

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

4. GENERAL CONSIDERATIONS:

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

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

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

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

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

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

4.4. OPINIONS OF COST: Consultant's opinions of probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Client requires greater assurance as to probable Construction Cost, Client must employ an independent cost estimator.

4.5. STATUS DURING CONSTRUCTION: If Construction Observation is included in the scope of services, the Consultant shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents.

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

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

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

5. MISCELLANEOUS PROVISIONS:

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

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

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

<p>_____</p> <p style="text-align: center;">(Client)</p> <p>By: _____</p> <p>Title: _____</p> <p style="text-align: center;">(Authorized signature and Title)</p> <p>Date: _____</p> <p>Address: _____</p> <p>City/County: _____</p> <p>Phone: _____</p>	<p>DeWild Grant Reckert and Associates Company</p> <p>d/b/a DGR Engineering</p> <p style="text-align: center;">(Consultant)</p> <p>By: <u>Byron Wells</u></p> <p>Title: <u>Vice President</u></p> <p style="text-align: center;">(Authorized signature and Title)</p> <p>Date: <u>12/20/21</u></p> <p>Address: <u>6115 Whispering Creek Drive</u></p> <p>City/County: <u>Sioux City, IA 51106</u></p> <p>Phone: <u>712-266-1554</u></p>
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EXHIBIT A

Scope of Work

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

PROJECT NAME: Elk Creek Road Construction

PROJECT DESCRIPTION: Construction of Elk Creek Road along Elk Creek Development totaling approximately 1,800 LF.

DGR CONTACT PERSON: Bryan Wells

CLIENT CONTACT PERSON: Mark Nahra

SCOPE OF WORK:

Assumptions/Understandings:

- Under separate contract, Elk Creek Development (ECD) to hire DGR and be responsible for costs related to the following:
 - Topo Survey of the project area south of Singing Hills Blvd for the discussed borrow of material on the Jensen property.
 - Mass Earthwork Grading design and construction costs on Jensen property to the East to remove vertical slope
 - Sanitary sewer (low pressure force main) and water main design and construction costs.
- Project to be bid by City of Sioux City
- Project to include two (2) Plan Divisions to separate quantities and show cost share responsibilities between ECD, County and City.
- No street light design is included as part of this scope of work.
- No dry gravity sanitary sewer main and services are proposed to be designed or installed as part of this project per City direction.
- No fencing is required along east ROW line per County direction.

I. Administration

- A. Coordinate with team members, including subconsultants (if any) and County, City staff (Engineering Division, Field Services, and Right-of-Way Offices), to define the extent of work involved along with each participant's responsibilities.
- B. Address public concerns and issues related to the project through the City/County Project Manager.
- C. Meetings: A total of up to three (3) meetings are included in this scope, a project kickoff meeting with the City/County to review and discuss project details, and two (2) City/County/ECD progress review meetings. No public meetings are anticipated.
- D. The City/County will provide to the Consultant existing information on existing utilities, as-built plans, and other information relevant to the project. The City/County will also supply current aerial photography for the project area at no cost.

II. Preliminary Survey/Data Collection/Easement/Stake Borings

- A. A preliminary topographic survey of as-built conditions will be collected along the project area starting at Singing Hills Boulevard to the north limit. Topo survey south of Singing Hills Blvd has been completed for ECD for design of proposed grading on Jensen property. The topographic survey will include:
1. Establishing horizontal and vertical control points suitable for design and construction of a future project in this area.
 2. Identifying existing surface features, including roads, buildings, sidewalks, trees and bushes, retaining walls, and visible utilities.
 3. Identifying the existing topography of the site for the purpose of developing a digital terrain model of the site.
 4. Locating underground utilities as marked on the surface by public and private utility companies or from record documents. Flowlines of known and accessible sanitary sewer and storm sewer structures will be determined.
 5. Showing property boundaries according to platted dimensions. No property survey field work will be provided. Several property pins will be attempted to be located to assist in orientating the platted property lines. Known existing easements recorded at the courthouse and provided by the City, utility companies and property owners will be added to the survey file.
 6. Preparing a site drawing in CAD showing the information indicated above. In addition, existing ground contours will be shown at 1 or 2 foot intervals as appropriate.
- B. The City will provide to the Consultant existing information on existing utilities, as-built plans, and other information relevant to the project. The City will also supply current aerial photography for the project area at no cost.
- C. Storm sewer easement exhibit: Consultant to prepare a storm sewer easement exhibit through Tract A (pond parcel) of Elk Creek Development (ECD).
- D. Consultant to stake soils borings for Geotech subconsultant.

III. Preliminary Design

- A. Consultant shall prepare design plans and cross sections for the street portion of the project, including plan/profile sheets for the paving and storm sewer utilities. The work shall include approximately 1,800 feet of street construction to be completed in year 2022. The intersection with Singing Hills Boulevard is also included in this proposal (include west leg only). The proposed street cross section is to be an urban section, 31' BB with sloped curbs on both sides. No sidewalks are proposed.
- B. Utilities: New storm sewer utility is planned for this project and the design is included in this agreement. ECD, through separate agreement with DGR, will be responsible for the design of the water main and low pressure sanitary sewer force main to be included

in the project as a separate plan division. New storm sewer will be designed to provide for the conveyance of the 10-year storm within a gravity storm sewer system. The impact of flows from the 100-year storm also will be reviewed. The outlet of the storm sewer is assumed to run through ECD at the south end and ultimately outlet into the pond.

- C. Traffic Counts: Traffic counts are not included in this proposal.
- D. Paving: Streets will be designed which meet the City/County design criteria for the applicable street classification. It is expected that a 31-foot wide (sloped curb) concrete only street back of curb to back of curb will be constructed. No sidewalks are proposed as part of this project.

Consultant shall present the City/County a concept showing the proposed street geometrics for approval prior to beginning plan preparation.

- E. Private Utilities: Following City/County review of the 60% preliminary plans, the plan set will be sent to the private utility owners within the construction limits for coordination with the project.
- F. Landscaping/Retaining Walls: It is assumed no significant landscape features will be designed by the Consultant, including but not limited to decorative retaining walls, fountains, extensive colored concrete design patterns, etc.
- G. The design of electrical, gas, telephone, and cable TV service within the construction limits not included in this proposal. The proposed improvements will be coordinated with the afore-mentioned private utilities for their information.
- H. The Consultant will retain the services of Certified Testing Inc. as their qualified geotechnical engineer subconsultant to investigate the existing ground conditions for the purpose of making recommendations on pipe bedding and backfill, on the necessary subgrade/subbase improvements, and for preparing a pavement recommendation. The contract for the material testing services will be directly with the City/County and is not included in this proposal.
- I. Consultant will provide opinion of costs at 60% plan submittal.

IV. Final Design

- A. Final plans will be prepared based on the preliminary plan approved by the City/County. The final plans will include typical cross sections, special details as needed, and street cross sections, as well as intersection grading and jointing details. Profiles will be provided for all mainline streets and storm sewer utility.
- B. A traffic control and staging plan will be prepared for the project showing street closures. No detour route is proposed.
- C. Staging Layout: The construction of the project is expected to occur over one (1) stage.
- D. Erosion control plans will be prepared for the project showing erosion and sediment control measures, existing and proposed drainage paths and staging areas. A SWPPP will also be provided by the Consultant.

- E. All design for the project will be developed according to the current Statewide Urban Design Standards (SUDAS) with City of Sioux City Supplemental Specifications which have been adopted by the City, as well as current City codes and ordinances. Additionally, special provisions will be made for items unique to the project or not included in the SUDAS or City Supplemental.
- F. Bid items and Quantities: Consultant will prepare individual bid items and quantities for an assumed two (2) Divisions to separate costs between ECD (water and sanitary sewer) and the remaining work to be cost shared three ways.
- G. The Consultant will assist the City/County in obtaining the necessary permits for construction by preparing the necessary permit applications. Permits needed will include an IDNR storm water discharge permit. The application fees and permit costs are not included in this proposal and will be paid by the City/County.
- H. Consultant will provide opinion of costs at 100% plan submittal.

V. Bid Phase

- A. Consultant shall assist the City during the solicitation for bids for one (1) bid letting by preparing the Notice to Bidders; by reproducing the plans, specifications, and contract documents; and attending the bid letting. Ten (10) copies of plans and specifications are included in this proposal. Any questions concerning interpretation of the project documents will be handled by Consultant. Plan distribution will be handled by the City.
- B. Bids received by the City for the project will be examined for completeness and accuracy, and a recommendation, including tabulation of bids, will be made by the Consultant to the City/County for the award of the construction contract.
- C. Engineer's Opinion of Probable Cost for the project shall be provided to the City/County to use as a basis for bid evaluation.

VI. Construction Administration (Limited)

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

- A. Construction administration services are based on an 8 week construction duration and assumed 12 hours of Engineer consultation time for the project.
- B. It is understood the fees provided for construction services are estimates based on these assumptions, and if construction work extends beyond the time frame estimated or the Engineer needs to be on site more hours per week, an amendment to this agreement will be needed to complete the construction services.
- C. Consultant will develop the agenda and conduct a preconstruction conference with City/County staff at City Hall for all parties involved in the project to establish

schedules, review materials, conflicts, quality assurance, and other related items. City/County will assist in scheduling the meeting. Meeting minutes will be prepared by the Consultant.

- D. Review shop drawings submitted by Contractor to be completed by the Consultant.
- E. During construction, Consultant shall consult and advise the City/County on details related to the project construction. Construction observation is assumed to be by City/County staff.
- F. Consultant shall furnish periodic visits during construction to review progress and assist the Project Observer with questions during construction. It is assumed up to three (3) site visits are included.
- G. Consultant shall be available by phone, letter, or email for consultation and to respond to questions during or following construction.

FEE ARRANGEMENT:

For a project of this nature and scope, we agree to perform the engineering services detailed in sections I - VI on an hourly basis plus direct project expense using the rates in effect at the time the work is performed. A copy of the current hourly rate schedule is enclosed. We estimate the fee for this Scope of Services to be \$47,000 maximum not to exceed. Below is an estimated breakdown per task.

Task I – Administration	\$ 4,000
Task II – Topo Survey/Data Collection/Easement/Stake Borings	\$ 5,000
Task III – Preliminary Design (including Geotech - CTS)	\$14,000
Task IV – Final Design	\$16,000
Task V – Bid Phase	\$ 3,000
Task VI – Construction Administration (Limited)	<u>\$ 5,000</u>
Total	\$47,000

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

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

SCHEDULE: Bid in spring 2022 for summer/fall 2022 construction

SPECIAL TERMS AND CONDITIONS: None

EXHIBIT B

DGR ENGINEERING

JANUARY 2022

HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$100	\$59	\$54
02	\$106	\$64	\$56
03	\$112	\$69	\$60
04	\$118	\$73	\$65
05	\$127	\$78	\$70
06	\$140	\$84	\$75
07	\$152	\$88	\$80
08	\$162	\$94	\$85
09	\$175	\$100	\$90
10	\$187	\$106	\$96
11	\$200	\$112	\$103
12	\$212	\$117	\$118
13	\$226	\$123	\$135
14	\$232	\$132	\$166
15	\$238	\$142	\$219

Reimbursable Expenses:

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

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

Date: 12/28/2021 Weekly Agenda Date: 1/3/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Rocky De Witt - Board of Supervisors

WORDING FOR AGENDA ITEM:

Approval of drafting a letter to the Iowa Utilities Board stating opposition to any/all carbon pipelines traversing Woodbury County

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

Landowners from all potentially affected areas have been unanimous in opposition to carbon pipeline companies surveying or traversing their land, including county owned land.

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:

Draft a letter of opposition signed by the Board of Supervisors.

ACTION REQUIRED / PROPOSED MOTION:

Approve motion to draft a letter to the Iowa Utilities Board in opposition of carbon pipelines.