



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (MAY 17) (WEEK 20 OF 2022)

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

Agenda and Minutes available at: www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov Jeremy Taylor 259-7910 jtaylor@woodburycountyiowa.gov Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov Justin Wright 899-9044 jwright@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held May 17, 2022 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.

AGENDA

- 3:30 p.m. 1. Closed Session Interview {Iowa Code Section (21.5 (1) (i)) - First Floor Boardroom
4:00 p.m. 2. Closed Session Interview {Iowa Code Section (21.5 (1) (i)) - First Floor Boardroom
4:30 p.m. Call Meeting to Order - Pledge of Allegiance to the Flag - Moment of Silence
3. Citizen Concerns Information
4. Approval of the agenda Action

Consent Agenda

Items 5 through 9 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 5. Approval of the minutes of the May 10, 2022 meeting
6. Approval of claims
7. Approval of Siouxland Regional Transit System-Building Project: Conflict Waiver

8. County Treasurer – Tina Bertrand
  - a. Approve property tax refund request for ACC 223 LLC for parcel #884301235006 in the amount of \$384.00
  - b. Approve property tax refund request from Granite Lien Group for parcel #884301235006 in the amount of \$1070.50
  - c. Approve property tax refund request from L.N. for parcel #894822230004 in the amount of \$201.45
  
9. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Authorization to Initiate Hiring Process

### End Consent Agenda

- |  |  |                                     |
|--|--|-------------------------------------|
| <p><b>4:35 p.m.</b><br/>(Set time)</p> | <p>10. Board Administration – Heather Van Sickle<br/>Public hearing and sale of property parcel # 894723360012 (aka 1433 Hildahl Ave.)</p>   | <p>Action</p>                       |
|  | <p>11. Board of Supervisors – Keith Radig<br/>Approve the reorganization plan for the Emergency Services Department</p>  | <p>Action</p>                       |
|  | <p>12. Secondary Roads – Mark Nahra</p> <ol style="list-style-type: none"> <li>a. Award bids for project number L-B(M299)—73-97 to Dixon Construction for \$350,180.94</li> <li>b. Approve the contract with Northwest Landscaping, Inc. for \$9,200.00</li> <li>c. Approve the construction agreement with the City of Hornick</li> </ol> | <p>Action<br/>Action<br/>Action</p> |
|  | <p>13. Board Administration – Dennis Butler<br/>Approve a transfer from General Basic Fund to Law Enforcement Center Taxable Bond Fund in the amount of \$717,863.12 to reimburse site preparation costs for the new Law Enforcement Center project</p>  | <p>Action</p>                       |
|  | <p>14. Board of Supervisors – Jeremy Taylor &amp; Conservation Dan Heissel<br/>Approval of \$750,000 in ARPA Funds to Woodbury County Conservation for water and sewer upgrades in Little Sioux Park and Southwood Conservation Area</p>   | <p>Action</p>                       |
|  | <p>15. Board of Supervisors – Jeremy Taylor<br/>Approve \$10,000 from Local Option Sales Tax as local match contribution in support of regional Destination Iowa Grant Funds from State of Iowa Regional Recreational Trail with a recommended use to advertise and boost tourism in our area</p>  | <p>Action</p>                       |
|  | <p>16. Reports on Committee Meetings</p>   | <p>Information</p>                  |
|  | <p>17. Citizen Concerns</p>  | <p>Information</p>                  |
|  | <p>18. Board Concerns</p>  | <p>Information</p>                  |

### ADJOURNMENT

## CALENDAR OF EVENTS

<b>WED., MAY 18</b>	<b>12:00 p.m.</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
	<b>1:00 p.m.</b>	Regional Workforce Development Meeting, 2508 4 <sup>th</sup> Street, Sioux City
<b>THU., MAY 19</b>	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
<b>FRI., MAY 20</b>	<b>12:00 p.m.</b>	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
<b>MON., MAY 23</b>	<b>6:00 p.m.</b>	Zoning Commission Meeting, First Floor Boardroom
<b>TUE., MAY 24</b>	<b>2:00 p.m.</b>	Decat Board Meeting, Western Hills AEA, Room F
<b>WED., MAY 25</b>	<b>2:30 p.m.</b>	Rolling Hills Community Services Region Governance Board Meeting
	<b>6:00 p.m.</b>	Emergency Management Commission Meeting, Climbing Hill
	<b>7:00 p.m.</b>	911 Service Board Meeting, Public Safety Center, Climbing Hill
	<b>7:15 p.m.</b>	Woodbury County Solid Waste Agency (Sanitary Landfill) Executive Committee Meeting, Public Safety Center, Climbing Hill
<b>THU., MAY 26</b>	<b>11:00 a.m.</b>	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
	<b>11:15 a.m.</b>	Western Iowa Community Improvement Regional Housing Trust Fund Meeting, Hybrid
<b>WED., JUNE 1</b>	<b>10:00 a.m.</b>	Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
	<b>11:00 a.m.</b>	Loess Hills Alliance Executive Meeting
	<b>1:00 p.m.</b>	Loess Hills Alliance Full Board Meeting
	<b>4:45 p.m.</b>	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
<b>THU., JUNE 2</b>	<b>10:00 a.m.</b>	COAD Meeting, The Security Institute
<b>MON., JUNE 6</b>	<b>6:00 p.m.</b>	Board of Adjustment meeting, First Floor Boardroom
<b>WED., JUNE 8</b>	<b>8:05 a.m.</b>	Woodbury County Information Communication Commission, First Floor Boardroom
	<b>10:00 a.m.</b>	Western Iowa Tourism Region Annual Meeting, Bluebird Hill Event Center, Atlantic, IA
	<b>12:00 p.m.</b>	District Board of Health Meeting, 1014 Nebraska St.
<b>THU., JUNE 9</b>	<b>12:00 p.m.</b>	SIMPCO Board of Directors, 1122 Pierce St.
	<b>4:00 p.m.</b>	Conservation Board Meeting, Brown's Lake-Bigelow Park
<b>WED., JUNE 15</b>	<b>12:00 p.m.</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
<b>THU., JUNE 16</b>	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
<b>FRI., JUNE 17</b>	<b>12:00 p.m.</b>	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G

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 10, 2022 NINETEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, May 10, 2022 at 4:30 p.m. Board members present were Ung (by phone), Radig, De Witt, Taylor, and Wright. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, Melissa Thomas, Human Services Director, and Michelle Skaff, Deputy 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.

2. Maria Rundquist expressed an interest in a County Ordinance against the pipeline.
3. Motion by Radig second by De Witt to approve the agenda for May 10, 2022. Carried 5-0. Copy filed.

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

4. To approve minutes of the May 03, 2022 meeting. Copy filed.
5. To approve the claims totaling \$482,255.37. Copy filed.
6. To approve the items to be auctioned per Personal Property Disposition Policy. Copy filed.
- 7a. To approve the reclassification of Sterling Tronson, Civilian Jailer, County Sheriff Dept., effective 05-30-22, \$21.88/hour, 4%=\$.86/hour. Per CWA Civilian Officers Contract agreement, from Class 3 to Class 2.; and the reclassification of Danielle Schager, Youth Worker, Juvenile Detention Dept., effective 05-30-22, \$28.84/hour; 6.5%=\$1.77/hour. Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 5 to Grade 1/Step 6. Copy filed.
- 7b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for District Foreman, Secondary Roads Dept. Wage Plan: \$68,573.62 – \$73,301.34/year.; and Motor Grader Operator, Secondary Roads Dept. CWA Secondary Roads: \$24.85/hour. Copy filed.
8. To approve setting of the public hearing for the FY22 Budget Amendment #1 for May 31, 2022, at 4:40 p.m.
9. To approve the lifting of tax suspension for petitioners who filed to re-certify their income or income does not qualify for continued tax suspension. Copy filed.

Carried 5-0.

- 10a. Bid letting was held for project #L-B (M299)—73-97. The bids are as follows:

Dixon Construction, Correctionville, IA	\$350,180.94
Graves Construction, Spencer, IA	\$451,040.00

Motion by De Witt second by Taylor to receive the bids and refer them to the County Engineer for review and recommendation. Carried 5-0. Copy filed.

- 10b. Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution Anthon Central Drainage District Levying Special Assessment and Certificate to the County Auditor for Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,422**  
**ANTHON CENTRAL DRAINAGE DISTRICT**  
**RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE**  
**TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA**

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Anthon Central Drainage District of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies and public highways within the boundaries of the said Drainage District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Anthon Central Drainage District, that a special tax and/or assessment in the sum of \$ 0.00 be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 10th day of May, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution Bennett-McDonald Drainage District Levying Special Assessment and Certificate to the County Auditor for Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,423**  
**BENNETT-MCDONALD DRAINAGE DISTRICT**  
**RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE**  
**TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA**

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Bennett-McDonald Drainage District of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies and public highways within the boundaries of the said Drainage District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Bennett-McDonald Drainage District, that a special tax and/or assessment in the sum of \$ 35,000.00 be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 10th day of May, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution Maple River Drainage District Levying Special Assessment and Certificate to the County Auditor for Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,424**  
**MAPLE RIVER DRAINAGE DISTRICT**  
**RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE**

**TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA**

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Maple River Drainage District of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies and public highways within the boundaries of the said Drainage District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Maple River Drainage District, that a special tax and/or assessment in the sum of \$ 0.00 be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 10<sup>th</sup> day of May, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution Orton Slough Drainage District Levying Special Assessment and Certificate to the County Auditor for Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,425  
ORTON SLOUGH DRAINAGE DISTRICT  
RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE  
TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA**

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Orton Slough Drainage District of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies and public highways within the boundaries of the said Drainage District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Orton Slough Drainage District, that a special tax and/or assessment in the sum of \$ 0.00 be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 10<sup>th</sup> day of May, 2022  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution Poverty Hollow Drainage District Levying Special Assessment and Certificate to the County Auditor for Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,426**  
**POVERTY HOLLOW DRAINAGE DISTRICT**  
**RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE**  
**TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA**

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Poverty Hollow Drainage District of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies and public highways within the boundaries of the said Drainage District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Poverty Hollow Drainage District, that a special tax and/or assessment in the sum of \$ 0.00 be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 10<sup>th</sup> day of May, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution Smithland Drainage District Levying Special Assessment and Certificate to the County Auditor for Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,427**  
**SMITHLAND DRAINAGE DISTRICT**  
**RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE**  
**TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA**

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Smithland Drainage District of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies, and public highways within the boundaries of the said Drainage District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Smithland Drainage District, that a special tax and/or assessment in the sum of \$ 0.00 be levied against all the tracts of land, lots, railroad companies, and public highways within said Drainage District and same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 10<sup>th</sup> day of May, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Taylor second by De Witt to approve and authorize the Chairperson to sign a Resolution Smokey Hollow Drainage District Levying Special Assessment and Certificate to the County Auditor for Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,428**  
**SMOKEY HOLLOW DRAINAGE DISTRICT**  
**RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE**  
**TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA**

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Smoky Hollow Drainage District of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies and public highways within the boundaries of the said Drainage District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Smoky Hollow Drainage District, that a special tax and/or assessment in the sum of \$ 0.00 be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 10<sup>th</sup> day of May, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution Weber Creek Drainage District Levying Special Assessment and Certificate to the County Auditor for Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,429**  
**WEBER CREEK DRAINAGE DISTRICT**  
**RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE**  
**TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA**

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Weber Creek Drainage District of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies and public highways within the boundaries of the said Drainage District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Weber Creek Drainage District, that a special tax and/or assessment in the sum of \$ 0.00 be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.



BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 10<sup>th</sup> day of May, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Taylor second by De Witt to approve and authorize the Chairperson to sign a Resolution Wolf Creek Drainage District Levying Special Assessment and Certificate to the County Auditor for Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,430**  
**WOLF CREEK DRAINAGE DISTRICT**  
**RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE**  
**TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA**

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Wolf Creek Drainage District of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies and public highways within the boundaries of the said Drainage District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Wolf Creek Drainage District, that a special tax and/or assessment in the sum of \$ 28,000.00 be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 10<sup>th</sup> day of May, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Radig second by Taylor to approve and authorize the Chairperson to sign a Resolution Wolf Creek Pumping District #2 Levying Special Assessment and Certificate to the County Auditor for Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #14,431**  
**WOLF CREEK PUMPING DISTRICT #2**  
**RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE**  
**TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA**

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Wolf Creek Pumping District #2 of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies, and public highways within the boundaries of the said Pumping District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Wolf Creek Pumping District #2, that a special tax and/or assessment in the sum of \$ 0.00 be levied against all the tracts of land, lots, railroad companies, and public highways within said Pumping District and same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 10<sup>th</sup> day of May, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution Wolf Creek Pumping District #3 Levying Special Assessment and Certificate to the County Auditor for Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,432  
WOLF CREEK PUMPING DISTRICT #3  
RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE  
TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA**

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Wolf Creek Pumping District #3 of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies, and public highways within the boundaries of the said Pumping District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Wolf Creek Pumping District #3, that a special tax and/or assessment in the sum of \$ 0.00 be levied against all the tracts of land, lots, railroad companies, and public highways within said Pumping District and same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this 10<sup>th</sup> day of May, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 10c. Motion by Taylor second by Radig to approve and authorize the Chairperson to sign a Resolution setting interest rates for drainage warrants from districts under the jurisdiction of the Woodbury County Board of Supervisors. Carried 5-0.

**WOODBURY COUNTY, IOWA**  
**RESOLUTION #13,433**  
**RESOLUTION ESTABLISHING THE INTEREST RATE PAID ON DRAINAGE WARRANTS**

WHEREAS, the Woodbury County Board of Supervisors has the authority to establish the Interest rate on drainage Warrants pursuant to Iowa Code Chapter 468.

NOW, THEREFORE, BE IT RESOLVED, by the Woodbury County Board of Supervisors that the interest rate for Drainage Warrants is hereby set at 5% APR for Fiscal Year 2023.

SO RESOLVED this 10<sup>th</sup> day of May 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 11a. Motion by Radig second by De Witt to receive the final staff report and Planning & Zoning Commission's recommendation from their 04/25/22 meeting. Carried 5-0. Copy filed.
  
- 11b. A public hearing was held at 4:40 p.m. for Zoning District Map Amendment to rezone GIS parcel #894624100009, owned by the Joint Revocable Living Trust of Alvin O. Zellmer and Barbara Zellmer from the Agricultural Preservation to the Agricultural Estates Zoning District. The Chairperson called on anyone wishing to be heard.  
  
Motion by Taylor second by De Witt to close the public hearing. Carried 5-0.
  
- 11c. Motion by Radig second by Taylor to conduct the second reading as final reading for ordinance for Zoning District Map amendment. Carried 5-0.
  
- 11d. Motion by Radig second by De Witt to waive the third reading of the Ordinance for Zoning District Map Amendment. Carried 5-0.
  
- 11e. Motion by Radig second by De Witt to adopt the Zoning District Map Amendment to the Zoning Ordinance #63 to rezone GIS parcel #894624100009 to Agricultural Estates. Carried 5-0. Copy filed.
  
- 11f. Motion by Radig second by De Witt to receive the final staff report and Planning & Zoning Commission's recommendation from their 04/25/22 meeting. Carried 5-0. Copy filed.
  
- 11g. A public hearing was held at 4:42 p.m. for Zoning District Map Amendment to rezone GIS parcel #874705200002, owned by the Maxys Family farm LLC and the Brian and Bonnie Ivener Trust, from the Agricultural Preservation to the Agricultural Estates Zoning District. The Chairperson called on anyone wishing to be heard.  
  
Motion by Taylor second by De Witt to close the public hearing. Carried 5-0.
  
- 11h. Motion by Radig second by Taylor to conduct the second reading as final reading for ordinance for Zoning District Map amendment. Carried 5-0.
  
- 11i. Motion by Radig second by Taylor to waive the third reading of the Ordinance for Zoning District Map Amendment. Carried 5-0.
  
- 11j. Motion by Radig second by Taylor to adopt the Zoning District Map Amendment to the Zoning Ordinance #64 to rezone GIS parcel #874705200002 to Agricultural Estates. Carried 5-0. Copy filed.
  
- 11k. Motion by Radig second by De Witt to receive the final staff report and Planning & Zoning Commission's recommendation from their 04/25/22 meeting. Carried 5-0. Copy filed.
  
- 11l. Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution accepting and approving the final plat of Al and Barb Concord Place Addition to Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,434  
ACCEPTING AND APPROVING AL AND BARB CONCORD PLACE ADDITION  
WOODBURY COUNTY, IOWA**

WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE 25<sup>th</sup> DAY OF APRIL 2022 FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS AL AND BARB CONCORD PLACE ADDITION, WOODBURY COUNTY, IOWA; AND

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

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

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

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

PASSED AND APPROVED THIS 10<sup>th</sup> DAY OF MAY, 2022  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy Filed.

- 11m. Motion by Radig second by De Witt to receive the final staff report and Planning & Zoning Commission's recommendation from their 04/25/22 meeting. Carried 5-0. Copy filed.
- 11n. Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution accepting and approving the final plat of Husen Addition to Woodbury County, Iowa with the condition that the property owner sign a pavement agreement with the county. Carried 5-0.

**RESOLUTION #13,435  
ACCEPTING AND APPROVING HUSEN ADDITION  
WOODBURY COUNTY, IOWA**

WHEREAS, THE OWNER AND PROPRIETORS DID ON THE 25<sup>th</sup> DAY OF APRIL 2022 FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS HUSEN ADDITION, WOODBURY COUNTY, IOWA; AND

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

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

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

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF HUSEN ADDITION, WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY

COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNERS AND PROPRIETORS A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 10<sup>th</sup> DAY OF MAY, 2022  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy Filed.

12. Motion by Radig second by Taylor to approve and allow the county to allocate funds for the purchase of handguns to be reimbursed throughout the fiscal year. Carried 5-0. Copy filed.
13. Reports on committee meetings.
14. There were no citizen concerns.
15. Board concerns were heard.

The Board adjourned the regular meeting until May 17, 2022.

Meeting sign in sheet. Copy filed.



JOHN DANOS  
(515) 699-3275  
Danos.john@dorsey.com

May 10, 2022

**VIA EMAIL**

Honorable Chairperson and  
Board Members of the Board of Supervisors  
Dennis Butler, Budget/Finance Director  
Woodbury County  
620 Douglas St.  
Sioux City, Iowa 51101

Re: Siouxland Regional Transit System-Building Project: Conflict Waiver

Dear Ladies and Gentlemen:

Dorsey & Whitney LLP ("Dorsey") has been asked to serve as bond counsel to Siouxland Regional Transit System (the "Borrower") on a tax-exempt financing for a building project. The Borrower has requested Woodbury County, Iowa (the "County") to serve as the government issuer (or conduit issuer) in a financing structure to allow the Borrower to borrow money on a tax exempt basis from a lending institution/bank (the "Financing Transaction"). In this Financing Transaction, the County is not lending county funds/tax revenues directly to the Borrower and the Borrower is in no way responsible for the loan repayment. The Borrower will negotiate the terms of the loan with the lending institution/bank directly, including the financing terms and interest rate.

The Borrower will be Dorsey's client for purposes of this Financing Transaction. Dorsey does represent the County on other unrelated matters to which the Borrower is not a party or otherwise involved. The County is represented on the Financing Transaction by separate legal counsel.

The ethics rules provide that we cannot represent a client (in this instance the Borrower) in a matter adverse to another client (in this instance the County) unless, among other matters, each client consents. While this conflict is the result of the County serving merely as the conduit issuer pursuant to Chapter 419 of the Iowa Code, the adversity for purposes of the ethics rules may include this financing.

Before proceeding as Bond Counsel with respect to the Financing Transaction, we want to be sure that the County is clear on the following matters:

1. The County consents to Dorsey representing the Borrower as bond counsel on the Financing Transaction. Dorsey will be representing the Borrower and will not be representing the County in any capacity with respect to the Financing Transaction. The County is represented by its own legal counsel.

2. Dorsey will not represent the Borrower on any matter to which the County is an adverse party without obtaining the written consent of the County. Dorsey will not represent the County on any matter to which the Borrower is an adverse party without obtaining the written consent of the Borrower.

If the foregoing arrangements are acceptable to you, please sign this letter and return it to our office by email to [boelling.karen@dorsey.com](mailto:boelling.karen@dorsey.com). If you have any further questions, please feel free to call.

Sincerely,



John Danos

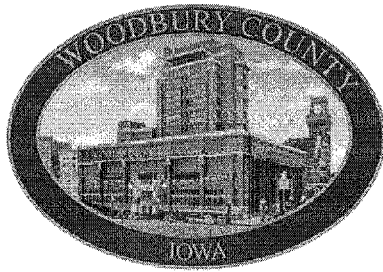
jd/kb

Agreed to as of the date specified below.

WOODBURY COUNTY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Tina M Bertrand**  
Treasurer of Woodbury County  
Property Tax  
822 Douglas Street Suite 102  
Sioux City, IA 51101  
712-279-6495

May 10, 2022

Dear Board of Supervisors,

Please approve the following refunds. These are due to a court order we received for parcel 8843 01 235 006. The City of Correctionville was to receive the property free & clear with no outstanding taxes. The following refunds are for cancelling the tax sale certificates and refunding the investors.

<b>ACC 223 LLC</b>	Cert #2017-120	<b>\$384.00</b>
<b>Granite Lien Group</b>	Cert #2019-126	<b>\$1070.50</b>

Owner requested a refund on her advanced payment on the following:

<b>Lori Morse-Nelson</b>	Parcel-8948 22 230 004 (2118 River Dr S)	<b>\$201.45</b>
--------------------------	--	-----------------

Thank you for your time,

A handwritten signature in cursive script that reads "Janet L. Trimpe".

Janet L Trimpe  
Woodbury County Tax Deputy



# HUMAN RESOURCES DEPARTMENT

## MEMORANDUM OF PERSONNEL TRANSACTIONS

**DATE:** May 17, 2022

**\* PERSONNEL ACTION CODE:**

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

**TO: WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Carver, Ricky	Emergency Management	5-10-22	P/T Assistant			S	Resignation.
Gilreath, Jacob	Secondary Roads	5-18-22	Temporary Engineering Aide	\$17.00/hour		A	Not to exceed 120 days.
Rader, Jacob	Secondary Roads	5-18-22	Temporary Summer Laborer	\$15.00/hour		A	Not to exceed 120 days.
Sanford, Brayden	Secondary Roads	5-18-22	Temporary Engineering Aide	\$16.00/hour		A	Not to exceed 120 days.
Kritzer, Hannah	County Sheriff	5-25-22	Intern	\$15.00/hour		A	Not to exceed 120 days.
Socknat, Rebecca	Emergency Management	7-22-22	Coordinator			S	Resignation.

**APPROVED BY BOARD DATE:** \_\_\_\_\_

**MELISSA THOMAS, HR DIRECTOR:** *Melissa Thomas HR Director*

**HUMAN RESOURCES DEPARTMENT**

**WOODBURY COUNTY, IOWA**

**DATE: May 17, 2022**

**AUTHORIZATION TO INITIATE HIRING PROCESS**

<b>DEPARTMENT</b>	<b>POSITION</b>	<b>ENTRY LEVEL</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>
Emergency Management	Coordinator	Wage Plan: \$55,000 – \$70,000/year		

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

# RESOLUTION #

## NOTICE OF PROPERTY SALE

Parcel #894723360012

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

**Lots Thirteen and Fourteen (13 & 14) in Block Two (2) of Kelly Park Addition, City of Sioux City, in the County of Woodbury and State of Iowa (1433 Hildahl Ave.)**

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **17<sup>th</sup> Day of May, 2022 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **17<sup>th</sup> Day of May, 2022**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$500.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 3<sup>rd</sup> Day of May, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Dustin Berg Date: 6/20/19  
Address: 3012 14<sup>th</sup> St. Phone: 292-3327

Address or approximate address/location of property interested in:

1433 Hildahl Ave

GIS PIN # 894723360012

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

Legal Description:

Lots 13 and 14 in Block 2 of Kelly Park  
Addition to Sioux City, Woodbury County,  
Iowa

Tax Sale #/Date: # 0954 6/18/2012 Parcel # —

Tax Deeded to Woodbury County on: 11/22/2009

Current Assessed Value: Land \$12,800 Building — Total \$12,800

Approximate Delinquent Real Estate Taxes: 0

Approximate Delinquent Special Assessment Taxes: 0

\*Cost of Services: \$112

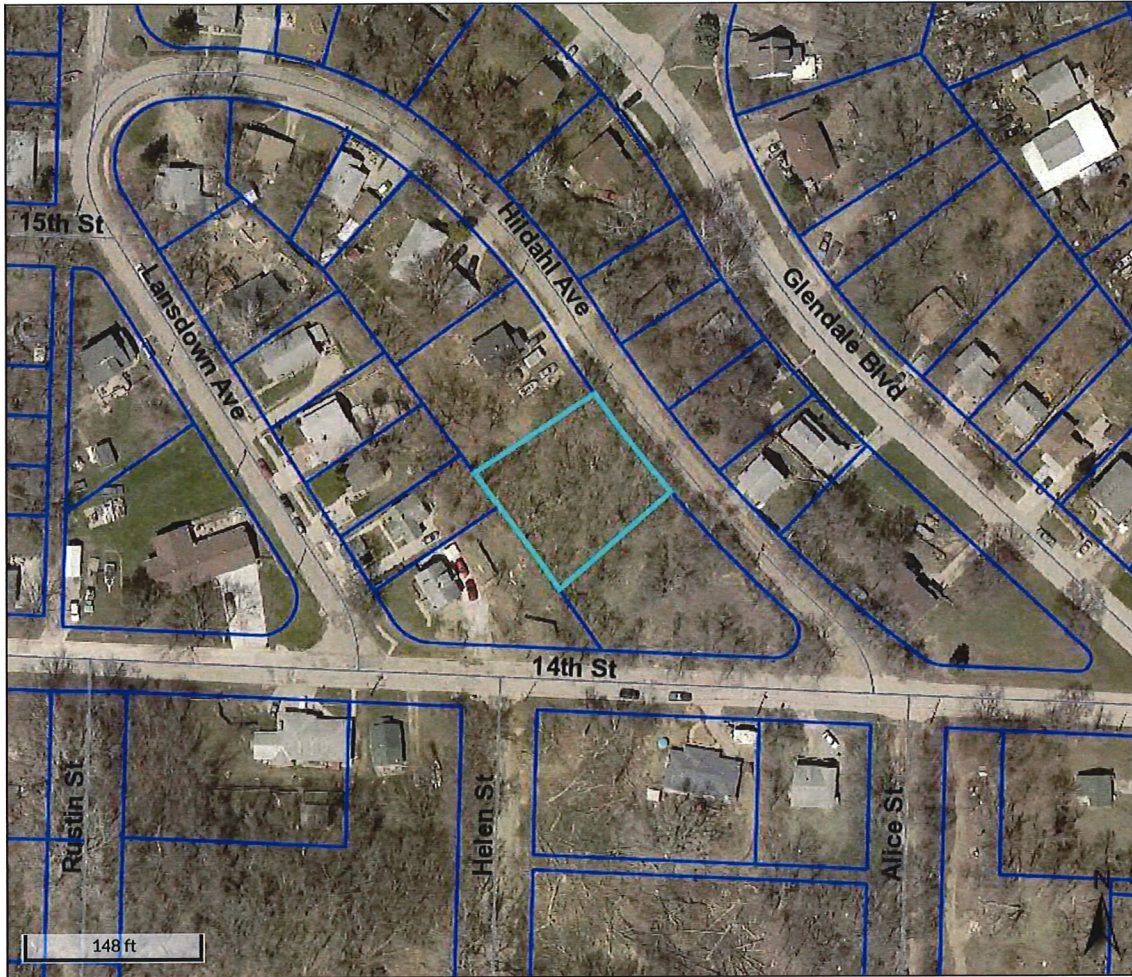
Inspection to: Keith Radig Date: 6/21/19

Minimum Bid Set by Supervisor: \$388.00 plus \$112 for cost of services Total: \$500

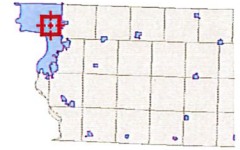
Date and Time Set for Auction: Tuesday, May 17<sup>th</sup> @ 4:35

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





Overview



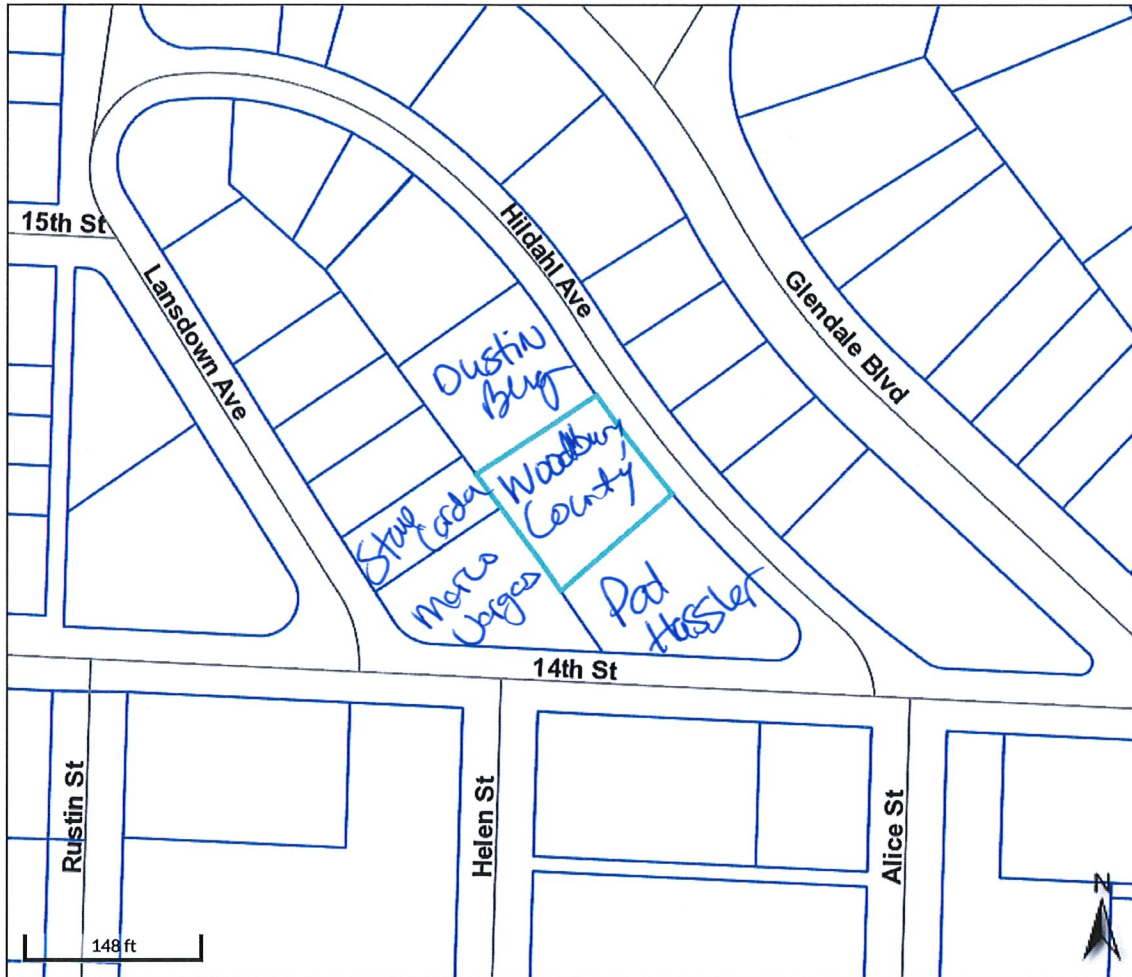
Legend

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

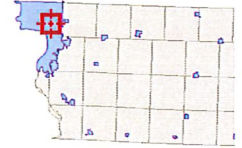
Parcel ID	894723360012	Alternate ID	277245	Owner Address	WOODBURY COUNTY IA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1433 HILDAHL AVE	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	KELLY PARK LOTS 13 & 14 BLK 2				
	(Note: Not to be used on legal documents)				

Date created: 4/28/2022  
 Last Data Uploaded: 4/27/2022 6:22:47 PM

Developed by  Schneider  
 GEOSPATIAL



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894723360012	Alternate ID	277245	Owner Address	WOODBURY COUNTY IA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1433 HILDAHL AVE	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	KELLY PARKLOTS 13 & 14 BLK 2				
	(Note: Not to be used on legal documents)				

Date created: 4/28/2022  
 Last Data Uploaded: 4/27/2022 6:22:47 PM

Developed by  Schneider  
 GEOSPATIAL

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

Date: 5/12/2022

Weekly Agenda Date: 5/17/2022

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

**WORDING FOR AGENDA ITEM:**

Reorganization of Emergency Services

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Reorganization of Emergency Services through the elimination of the clerk 2 position. The improvement requests that had been denied by the board can be fulfilled through this action.

**BACKGROUND:**

**FINANCIAL IMPACT:**

Eliminate clerk 2 - Reduce \$48,750.00

Raise director top pay - increase \$6,115.00, \$84,000 annual.

Raise \$1.00/hour for paramedics and EMT's - increase \$17,520.00

Net impact \$25,115.00

All based on FY 23 budget beginning July 1, 2022

Numbers do not include changes to benefits

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

Yes  No

**RECOMMENDATION:**

Pass the reorganization

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the reorganization plan for the Emergency Services department.



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

Date: 05/12/2022 Weekly Agenda Date: 05/17/2022

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

**WORDING FOR AGENDA ITEM:**

Award bids for project number L-B(M299)--73-97

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Plans have been completed for a bridge replacement project on Taylor Ave, south of 220th Street. The project letting was on 05/02/2022. The county engineer is recommending award of the bid.

**BACKGROUND:**

The project will replace a bridge with a RCB culvert. The bridge is currently closed due to failure of substructure piling.

**FINANCIAL IMPACT:**

The projects are paid for with Woodbury County 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 that the Board award the bid to Dixon Construction.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to award bids for project number L-B(M299)--73-97 to Dixon Construction for \$350,180.94.

*Approved by Board of Supervisors April 5, 2016.*

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

Date: 05/12/2022 Weekly Agenda Date: 05/17/2022

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

**WORDING FOR AGENDA ITEM:**

Consider approval of 130th St. fence project contract

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

A contract with Northwest Landscaping, Inc being presented to the Board for the 130th St. fence replacement and installation project

**BACKGROUND:**

The board received quotes for the 130th St fence project on May 3, 2022. The contract for the performance of the work has been returned by the low bidder.

**FINANCIAL IMPACT:**

This work will be paid for from the local secondary road 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:**

I recommend that the Board approve the contract with Northwest Landscaping, Inc.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the contract with Northwest Landscaping, Inc for \$9,200.00.



WOODBURY COUNTY, IOWA
CONTRACT

Kind of Work Fencing Replacement

Project No. 130th St. Fencing County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Keith Radig, Rocky DeWitt, Jeremy Taylor, Matthew Ung and Justin Wright, Contracting Authority, and Northwest Landscaping, Inc, Hull IA, Contractor. WITNESSETH: That the Contractor, for and in consideration of

Nine Thousand Two Hundred 00/100 (\$9,200.00)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the specifications therefore, and in the locations designated in the quote request, the various items of work as follows:

Table with 5 columns: Item No., Item, Quantity, Unit Price, Amount. Row 1: 1. 340' Corner Fencing with 20' Gateway and Gate(s) 1 L.S. \$6,180.00 \$ 6,180.00. Row 2: 2. 60' Replacement Fencing with tree removal 1 L.S. 3,020.00 3,020.00.

TOTAL BID \$9,200.00

Said specifications are hereby made part of and the basis of this agreement and a true copy of said specifications are now on file in the office of the County Engineer under the date of May 3, 2022

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the quote request and specifications for

Project No. 130th St. Fencing in Woodbury County, Iowa, the within contract, and the general and detailed specifications are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Table with 4 columns: Approximate Starting Date, Specified Starting Date, Late Start Date, Number of Working Days. Row 1: May 30, 2022

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the

day of 2022

Approved: [Signature] By Contractor: Northwest Landscaping, LLC

By Contracting Authority: Woodbury County Board Chairperson

Date 5/9/22

Date

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

Date: 05/12/2022 Weekly Agenda Date: 05/17/2022

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

**WORDING FOR AGENDA ITEM:**

Consider approval of a construction agreement with the City of Hornick

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

A construction agreement with the city of Hornick is presented for reimbursement to the county for work done within the city limits as part of the PCC pavement replacement project.

**BACKGROUND:**

County project STB-SWAP-CO097(142) is replacing the K64 pavement from IA Hwy 141 to Old Hwy 141. The county 28E agreement with Hornick provides for the city and county to have a construction agreement for projects within the city. This agreement is in compliance with the 28E and outlines the reimbursement of expenses for city work let with the centerline pavement work.

**FINANCIAL IMPACT:**

The city will reimburse the county for work performed over 10 years with no interest during the repayment period. The city is funding ADA compliance work, replacement of paved parking areas, and sidewalk improvements adjacent to the mainline paving. This agreement has been used for other cities in prior years.

**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 that the Board approve the construction agreement with the city of Hornick.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the construction agreement with the city of Hornick.

AGREEMENT BETWEEN WOODBURY COUNTY AND THE CITY OF  
HORNICK, IOWA

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between Woodbury County, Iowa, hereafter referred to as "County", and the City of Hornick, Iowa, hereafter referred to as "City", pursuant to Section 331.429(2) of the Code of Iowa.

The parties to this Agreement hereby agree as follows:

1. Woodbury County has completed plans for a project designated as STBG-SWAP-CO97(142)—FG-97 hereafter referred to as the "Project". This Project involves the replacement of Portland Cement Concrete Pavement on county route K-64, Main Street within Hornick, Merville Blacktop in the rural area, from the Iowa Highway 141 intersection north to 300<sup>th</sup> Street then east to County Route D-25, or Old Highway 141, in Woodbury County, Iowa. This is a federal aid substitution project with partial funding provided by SRTPA, the regional planning affiliation. The county is the lead agency for the federal aid substitution project development. The county is receiving \$1,200,000 in federal aid toward the total project costs contracted at \$2,555,830.77.
2. The County will be the administrating and contracting authority for this Project. All rights of the County under the construction contract within the corporate limits of the City shall inure to the benefit of the City as if it was also the contracting authority, except for any penalty that may be assessed the Contractor due to late performance of the contract work.
3. The office of the Woodbury County Engineer shall be responsible for all office and field engineering services in connection with Project. The Project shall be constructed in accordance with the standards of the Iowa Department of Transportation. The County shall inspect for compliance of said standards and requirements.
4. The City agrees to hold harmless the County, its governing body, and all of its officials and employees from any and all claims, demands, actions, and judgments for damages arising out of or in connection with the construction of the Project. The City further agrees to indemnify the County, its officials and employees for any resulting damages which are attributable to the City that are assessed against the County or its officials and employees, and for any resulting costs which the county or any of its officials or employees become liable to pay third parties, other than the amount due the Contractor under the construction contract.
5. The County shall be responsible for procuring all permits and approvals that are necessary to construct this project.
6. The County shall be responsible for signing within the limits of this Project and shall properly place all necessary advance warning signs.
7. At the time that construction of the Project is completed and upon written notice of completion by the County, the City shall conduct its own inspection and report any perceived problems to the Woodbury County Engineer within ten (10) days of receiving

notice. The City waives any and all claims of problems to the project not provided to the County Engineer thereafter.

8. Upon final acceptance of the Project, continuing maintenance on the road within the corporate limits will be in compliance with the 2004 Chapter 28E agreement signed by the City and County.
9. The City of Hornick agrees to make financial contribution to Project for the cost of the work within the corporate limits, outside of the center 22' paved roadway, as designated on the attached cost estimate. The estimated total cost for all work within the City is \$115,451.00, less the 47% federal aid substitution funding share of \$54,205.94 leaving an estimated \$61,245.06 to be repaid to the County. The final amount due the County will be based on field measurements and actual quantities used. The City work includes all work within the area between the travelled 22 foot lanes and the right of way line per the attached estimate. The City also will pay the local share of all work to bring sidewalks and pedestrian areas into ADA compliance. Said items are also included in the attached estimate.
10. The City agrees to make a payment of 1/10th of the actual cost upon completion of the Project and acceptance by the County. The remaining amount is due and payable in nine (9) equal annual installments of remaining balance due and payable beginning January 1, 2024, and then on January 1 every year thereafter, with a final payment due January 1, 2032. There will be no interest charged by the County on the outstanding balance. The City may pay back the balance early at the City's option.
11. The terms of this agreement shall be in perpetuity or until such time as the obligations contained in this Agreement are fully complied with.
12. The County does not waive any right or remedy which may be available to recover money due under this agreement. Upon material breach of the terms of this Agreement by the City, the County may declare the entire balance to be immediately due, and after giving the City reasonable notice and opportunity to cure the breach, the County may initiate any action or procedure to protect its interests.
13. The Agreement may be amended from time to time by written agreement of both parties.

WOODBURY COUNTY

\_\_\_\_\_  
Keith Radig, Chairperson, Board of Supervisors

\_\_\_\_\_  
Date

I hereby certify that the above and foregoing agreement was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa, and properly included in the minutes of the meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Patrick Gill, County Auditor

\_\_\_\_\_  
Date

CITY OF HORNICK

Scott Mitchell  
\_\_\_\_\_  
Mayor, City of Hornick

05-09-2022

\_\_\_\_\_  
Date

I, Lori J Teel, certify that I am the Clerk of the CITY, and that Scott Mitchell

Who signed said Agreement for and on behalf of the CITY was authorized to execute the same by virtue of a formal Resolution passed and adopted by the CITY, on the 9<sup>th</sup> day of May, 2022.

Lori J Teel  
\_\_\_\_\_  
City Clerk of Hornick

05-09-22

\_\_\_\_\_  
Date

WOODBURY COUNTY -

IDOT PROJECT # STBG-SWAP-C097(142)--FG-97

PROJECT CONTRACT COSTS BASED ON PLAN QUANTITY

ITEM NO.	ITEM CODE	ITEM	UNIT	Div 1	Div 2	TOTAL	COST/UNIT	CONTRACT COST
1	2102-2710070	EXCAVATION CLASS 10 ROADWAY AND BORROW	CY	12,145.00	2,576.00	14721.00	\$9.75	\$143,529.75
2	2115-0100200	MODIFIED SUBBASE, PLACE ONLY	CY	7,439.00	1,568.00	9007.00	\$6.25	\$56,293.75
3	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	6,596.00	1,488.00	8084.00	\$38.00	\$307,192.00
4	2301-1033080	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8" - CITY	SY			2826.00	\$30.50	\$86,193.00
	2301-1033080	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8" - COUNTY	SY	42,323.00	8,806.00	48303.00	\$30.50	\$1,473,241.50
5	2301-9091000	RUMBLE STRIP PANEL (PCC SURFACE)	EACH	2	4	6.00	\$250.00	\$1,500.00
6	2510-6750501	REMOVAL AND CRUSHING OF PAVEMENT - CITY	SY	-	-	2826.00	\$4.00	\$11,304.00
	2510-6750501	REMOVAL AND CRUSHING OF PAVEMENT - COUNTY	SY	42,325.00	8,834.00	48333.00	\$4.00	\$193,332.00
7	2511-6745900	REMOVAL OF SIDEWALK	SY	112.00	-	112.00	\$12.00	\$1,344.00
8	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	148.00	-	148.00	\$64.00	\$9,472.00
9	2511-7528101	DETECTABLE WARNINGS	SF	128.00	-	128.00	\$30.00	\$3,840.00
10	2512-1725206	CURB AND GUTTER, P.C. CONCRETE, 2.0 FT.	L.F.	82.45	-	82.45	\$40.00	\$3,298.00
11	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	353.40	95.29	448.69	\$18.50	\$8,300.77
12	2518-6910000	SAFETY CLOSURE	EACH	2.00	1	3.00	\$1,025.00	\$3,075.00
13	2528-8445110	TRAFFIC CONTROL	LS	0.70	0.30	1.00	\$8,500.00	\$8,500.00
14	2528-8445113	FLAGGERS	EACH	4.00	2	6.00	\$515.00	\$3,090.00
15	2533-4980005	MOBILIZATION	LS	0.70	0.30	1.00	\$150,000.00	\$150,000.00
16	2599-9999018	FILLET CONSTRUCTION	SY	1,231.00	-	1231.00	\$75.00	\$92,325.00
								\$2,555,830.77

Costs broken by jurisdiction		
City	County Participating	County Local
	\$ 118,413.75	\$ 25,116.00
	\$ 46,493.75	\$ 9,800.00
	\$ 250,648.00	\$ 56,544.00
\$ 86,193.00	\$ -	\$ -
	\$ 1,204,658.50	\$ 268,583.00
	\$ 500.00	\$ 1,000.00
\$ 11,304.00	\$ -	\$ -
	\$ 157,996.00	\$ 35,336.00
\$ 1,344.00	\$ -	\$ -
\$ 9,472.00	\$ -	\$ -
\$ 3,840.00	\$ -	\$ -
\$ 3,298.00	\$ -	\$ -
	\$ 6,537.90	\$ 1,762.87
	\$ 2,050.00	\$ 1,025.00
	\$ 5,950.00	\$ 2,550.00
	\$ 2,060.00	\$ 1,030.00
	\$ 105,000.00	\$ 45,000.00
	\$ 92,325.00	\$ -
\$ 115,451.00	\$ 1,992,832.90	\$ 447,746.87

SWAP Share per Iowa DOT agreement \$1,200,000 maximum toward construction cost

47%

HORNICK TOTAL

Hornick SWAP share

Repay due to County from Hornick

\$ 115,451.00

\$ 54,205.94

\$ 61,245.06



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

Date: 5/10/2022 Weekly Agenda Date: 5/17/2022

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Dennis Butler - Finance/Budget Director

**WORDING FOR AGENDA ITEM:**

Approval of transfer from General Basic to Law Enforcement Center Taxable Bonds for site preparations for the new Law Enforcement Center

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The Woodbury County Law Enforcement Authority needs to start the site preparations at the new facility to make it shovel ready when the total project is bid out. The authority cannot use the bond proceeds until the project is let to determine cost of the project. Also, the second bond issue cannot be sold until the cost is finalized. This contribution to the authority allows them to bid out the site preparations. The county will be reimbursed by the sale of the county farm or through covid legislation.

**BACKGROUND:**

On March 23, 2021, the board approved the contribution of up to \$2,000,000 to the LEC Authority for site preparations to make the LEC project shovel ready. The site preparations came to a total of \$717,863.12. The difference will stay in the General Basic Fund Reserves.

**FINANCIAL IMPACT:**

Site Preparations: \$681,418.21; Site Prep Testing: \$17,038.00; Gas Service Line: \$18,771.76; Site Prep Misc: \$635.15. Total: \$717,863.12

**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 transfer from General Basic Fund to Law Enforcement Center Taxable Bonds in the amount of \$717,863.12.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve a transfer from General Basic Fund to Law Enforcement Center Taxable Bond Fund in the amount of \$717,863.12 to reimburse site preparation costs for the new Law Enforcement Center project.

8. All of Decatur Ave, 30' in width, north of Vine Street, adjacent to Block 28.

SO RESOLVED this 23<sup>rd</sup> day of March 2021.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 10d. Motion by Radig second by Ung to approve the certificate of completion of project #G-2021 Stockpile Haul with Hallett Materials, Wall Lake, IA, for \$443,350.00. Carried 5-0. Copy filed.
- 10e. Motion by Radig second by Ung to approve the certificate of completion of project #G-2021 Stockpile Wright Pit with Hallett Materials, Wall Lake, IA, for \$123,750.00. Carried 5-0. Copy filed.
- 11. Motion by DeWitt second by Ung to approve the FY 20/21 parking plan. Carried 5-0. Copy filed.
- 12. Motion by Monson second by Ung to delay the sale of the Prairie Hills county farmland until the fall of 2021. Carried 5-0. Copy filed.
- 13a. Motion by Radig second by Monson to approve the contribution of up to \$2,000,000.00 to the LEC Authority for site preparations to make the project shovel ready. Carried 5-0. Copy filed.
- 13b. Motion by De Witt second by Monson to replenish the General Basic Fund cash reserves from the sale of the county farm or the The American Reserve Plan Act of 2021. Carried 5-0. Copy filed.
- 13c. Motion by De Witt second by Wright to approve to cash rent the county farm for 2021 and receive bids by 4:00 p.m. on April 1, 2021 and setting the date to approve the lease on April 6, 2021. Carried 5-0. Copy filed.
- 14a. Motion by Monson second by Radig to publish notice of the intention of the Board of Supervisors to appoint the County Treasurer. Carried 5-0. Copy filed.
- 14b. Motion by Monson second by Radig to approve the interview information form. Carried 5-0. Copy filed.
- 14c. Information was presented about unnamed Lake project near Correctionville and Little Sioux Park. Copy filed.
- 14d. Information was presented about CIP prioritization for Covid-19 Local Government Relief Funds. Copy filed.
- 15. The Board heard reports on committee meetings.
- 16. There were no citizen concerns.
- 17. Board concerns were heard.

The Board adjourned the regular meeting until March 30, 2021.

Meeting sign in sheet. Copy filed.

LEC Authority  
 New Jail Construction  
 May 9, 2022

	FUND SOURCES							EXPENSES	REMAINING	
	4750	4750	4751	4752	4753	4753	4753			
	TAXABLE BOND	WOODBURY DONATION	TAX EXEMPT BOND	COVID FUNDS	CITY CONTRUBUTION	INTEREST (TAXABLE)	INTEREST (EXEMPT)			
BUDGET										
	69,678,047.19	25,300,000.00	717,863.12	29,060,414.35	14,200,000.00	375,000.00	20,144.44	4,625.28	25,247,553.11	44,430,494.08
Bond Issue Costs	596,867.10	328,824.10		268,043.00					596,867.10	-
Land Acquisition	900,092.37	900,092.37							900,092.37	-
Misc/Administration	25,000.00	21,163.00		3,837.00					22,021.19	2,978.81
Reimbursables (Goldberg)	45,000.00	45,000.00		-					15,626.86	29,373.14
Architecture/Engineering	3,405,000.00	3,405,000.00		-					2,766,868.76	638,131.24
Project Management (Baker)	1,325,000.00	1,025,000.00		300,000.00					866,000.00	459,000.00
Testing/Survey/Soil Boring	100,000.00	81,314.00		18,686.00					53,261.50	46,738.50
Construction (Hausmann)	58,390,000.00	17,894,226.53		28,455,598.35	11,665,175.12	375,000.00			19,414,596.96	38,975,403.04
Alternates (Hausmann)	1,483,004.81				1,483,004.81				-	1,483,004.81
Contingency (Change Orders)	1,613,630.00	1,599,380.00		14,250.00					14,250.00	1,599,380.00
Site Preparation (Lieber)	681,418.21		681,418.21						561,523.46	119,894.75
Site Prep Testing	17,038.00		17,038.00						17,038.00	-
Gas Service Line	18,771.76		18,771.76						18,771.76	-
Site Prep Misc/Administration	635.15		635.15						635.15	-
Unallocated	1,076,589.79				1,051,820.07		20,144.44	4,625.28		1,076,589.79

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

Date: 05/11/22

Weekly Agenda Date: 05/17/22

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Jeremy Taylor/Dan Heissel

**WORDING FOR AGENDA ITEM:**

Appropriate ARPA funds for water and sewer install in Little Sioux Park and Southwood Conservation Area.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Conservation Board has been looking into upgrading campsites so that each site has water and sewer hookups as well as electricity. This is a big draw for campers and will increase campground usage. Conservation completed Browns Lake Campground upgrades with the addition of water and sewer to each site, this past fall and early spring. One of the ARPA funding priorities is outdoor recreation and water/sewer installation.

**BACKGROUND:**

Campsites that have water and sewer hookups are the most sought after sites. This makes our campgrounds more competitive and modern, which in turn allows us to raise our camping rates for sewer sites. Conservation completed Browns Lake Campground using CIP Funds and took it from 40 sites down to 29, as sites were too close together and not long enough. Campers ideally want more space, so the final layout that worked best was 29 sites. The project expenditures were over \$140,000 to complete this past fall and spring. That equals out to \$4,828 per site upgrade. Using the \$5,000 per site upgrade figure on the 114 sites between the three campgrounds, the total would be \$570,000 to upgrade. The engineering costs are \$214,300 as we have Scope of Services proposals for two of the three campgrounds. The third is an average of the initial two, so these costs are accurate. This plan also includes a new septic system on the north end of Little Sioux Park that will be built to handle the expansion to the north of Bellamy Campground once Secondary Roads completes graveling.

The total cost for the upgrades to all three campgrounds is \$784,300. Our hope is that there will be some cost savings along the way to make up the difference being requested, \$750,000, as opposed to the estimate of \$784,300.

**FINANCIAL IMPACT:**

Use of \$750,000 of ARPA Funds to complete improvements to the three campgrounds. Revenues are projected to increase from \$100,000 to \$150,000 a year, based off averages in the past three years, if we are able to install sewer hookups and raise the camping rates.

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

Yes  No

**RECOMMENDATION:**

Approve \$750,000 in ARPA funds towards the upgrade of water and sewer in Little Sioux park and Southwood Conservation Area.

**ACTION REQUIRED / PROPOSED MOTION:**

Approval of \$750,000 in ARPA Funds to Woodbury County Conservation for water and sewer upgrades in Little Sioux Park and Southwood Conservation Area.



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

*Draft 2*

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between Woodbury County Conservation Board (WCCB) ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Little Sioux Park (Riverside) Sanitary Sewer Improvements - JEO Project #211810

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - Compensation**

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**3.01 Compensation**

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Design:	\$ 36,400.00	Lump Sum
Bidding & Negotiation	\$ 4,300.00	Lump Sum
Construction Administration:	\$ 12,200.00	Lump Sum
RPR:	\$ 5,200.00	Hourly *
<u>Post Construction:</u>	<u>\$ 1,300.00</u>	<u>Lump Sum</u>
Total Estimated Fee:	\$ 59,400.00	

\* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine, the estimated amount should not be exceeded, Owner shall notify Engineer and Engineer shall reduce the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

#### ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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##### 4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions

##### 4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: Woodbury County Conservation Board

Engineer: JEO Consulting Group, Inc.

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By: Dan Heissel

By: Noah Dryden

Title: Director

Title: Project Manager

Date Signed: \_\_\_\_\_

Date Signed: 4-11-2022

Address for giving notices:

Address for giving notices:

Woodbury County Conservation Board  
4500 Sioux River Road  
Sioux City, IA 51109-1657

JEO Consulting Group, Inc.  
724 Simon Ave.  
Carroll, IA 51401

## **SCOPE OF SERVICES**

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### ***PROJECT DESCRIPTION:***

In general, the project consists of the creation of a sanitary sewer collection system at Riverside Park. In general, the design intent is to construct a new gravity sewer main that strategically picks up flow from each of the 52 existing campsites and conveys the raw wastewater flow to lift station(s) that will then pump the raw waste to the existing dump stations. No modifications to existing septic system / lateral field are planned.

The work to be performed by the JEO Consulting Group (Engineer) shall generally include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design and permitting of the project, as well as, to provide bidding assistance, construction administration and part-time inspections during the construction phase of the project.

The improvements will be constructed by a Contractor under a separate contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) prime contractor to complete the work.

### **DESIGN PHASE:**

#### **Project Management:**

1. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
  - A. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
  - B. Provide timely and coordinated communication to and from Woodbury County Conservation Board (WCCB) the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - C. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
  - D. Work with design disciplines to identify potential risks and how to mitigate those risks.
  - E. Review billed hours by design team and prepare invoice statements for Owner.

#### **Preliminary Design:**

1. Facilitate a project initiation/kick-off meeting with Owner to review project requirements, collect existing information, and confirm alignment of the proposed sanitary sewer improvements. **(Completed 3/25/2022)**
2. Following confirmation of the proposed sanitary sewer improvements **(1 kickoff meeting with design staff)**, the preliminary topographic survey will be completed. The preliminary topographic survey to include:
  - A. Implementing and confirming accuracy of GIS data for existing utilities provided by Owner within the project areas and incorporate into drawings.
  - B. Establishing vertical and horizontal control on the State Plane coordinate system near the project area.



- C. Collecting topographic field survey of the project areas within Little Sioux Park (Riverside) campground limited to areas of campsites and gravity sanitary sewer, survey not provided for force main sanitary sewer routes.
- D. Create electronic drawing illustrating elevations, site features, and existing utilities resulting from the topographic surveys performed to serve as the basis for the design.
3. Create 30% drawings that include the plan view of the proposed sanitary sewer improvements.
4. Conduct an internal 30% QA/QC of the project documents and incorporate necessary revisions.
5. Prepare 60% plans, technical specifications, and opinion of probable cost for the sanitary sewer improvements. The 60% plans to include the following:
  - A. Title Sheet.
  - B. Abbreviation Sheet.
  - C. Project Location Sheet.
  - D. Sewer Improvements Plan and Profile Sheet(s).
  - E. Lift Station Detail Sheet(s).
  - F. Connection to existing Dump Station Detail Sheet(s).
  - G. Electrical Sheet(s).
  - H. Details Sheet.
6. Prepare electrical service details for up to two (2) proposed lift station locations. Electrical details to include electrical service details from existing power supply.
7. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
8. Provide 60% drawings, opinion of probable cost to Owner. **(1 Meeting)**

**Final Design:**

1. Revise drawings and technical specifications following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
2. Prepare 90% plans, technical specifications for the sanitary sewer improvements.
3. Finalize proposed electrical service to serve proposed lift station(s).
4. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
5. Electronically provide 90% drawings, specifications, and opinion of probable cost to Owner. JEO will meet with WCCB personnel **via conference call** upon receipt of review comments.
6. Revise plans, specifications, and opinion of probable cost with items noted during review with Client and 90% QA/QC review.
7. Prepare a SWPPP book complying with State regulations.
8. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the Iowa Department of Natural Resources to obtain NPDES Stormwater permit.
9. Create final drawings and specification package and sign and seal by engineer and a coordinating professional (if required) all registered in the State of Iowa.
10. Following confirmation from the Owner, submit final drawings, specifications, and permit schedules for the sanitary sewer improvements to IDNR for review, approval, and issuance of a construction permit. Owner to pay all review fees either directly or via reimbursement to JEO.

### **BIDDING AND NEGOTIATION PHASE:**

1. Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
2. Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
3. Assist Owner with the development of a joint Notice to Bidders and Notice of Public Hearing to be placed into publication.
4. Send Notice to Bidders to Contractors, Builder Bureaus, and Plan Rooms.
5. Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request.
6. Respond to inquiries from prospective bidders and prepare any addenda required. A pre-bid meeting will not be held.
7. Assist the Owner in securing construction bids for the project.
8. Assist the Owner at the bid opening consisting of one **(1) meeting** to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled. Bid opening will be held at Woodbury County Conservation Board Office.
9. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
10. Review all bids received and assist the Owner in award of the construction contract.
11. Prepare and submit necessary information to the Owner for project award approval.
12. Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
13. Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

### **CONSTRUCTION ADMINISTRATION PHASE:**

1. Schedule and conduct a Pre-construction Conference, consisting of one **(1) meeting** prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-construction Conference will be provided to all participants by the Engineer. Up to two JEO personnel will attend.
2. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project. Provide construction staking of the proposed improvements, including location and grade of the proposed access and grading improvements. Staking of the proposed improvements will be provided in up to two (2) trips.
3. Construction staking to include staking of approximately 52 campsite sanitary sewer locations & elevations, gravity sanitary sewer trunk line alignment & elevation, sanitary sewer force main alignment & elevation and proposed lift station(s) location & elevations.
4. Review shop drawings and related data supplied by the Contractor.
5. Provide interpretation of the plans and specifications, when necessary.
6. Review and process Contractor's monthly payment applications and change orders (if

- necessary) and provide to Owner for review and approval.
7. Consult with and advise Owner during construction regarding all aspects of the project.
  8. Coordinate and review geotechnical soil and concrete testing results, as needed. Construction material testing (compaction and concrete compressive strength) cost to be paid for by the Owner. Any retesting will be the responsibility of the Contractor.
  9. Conduct a final inspection of project with the Contractor and Owner. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner. **(1 Meeting)**
  10. Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications, and contract documents.

### **RESIDENT PROJECT REPRESENTATIVE - RPR:**

1. JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work up to 40 hours. The duration of construction is estimated at 2 months.
  - B. The duties and responsibilities of the RPR are described as follows:
    - i. Review of contractors work for general compliance with the plans and specifications.
    - ii. Complete construction observation Reports when on site.
    - iii. Coordinate pay quantities with contractor and engineer.
    - iv. Review of materials delivered to the site for specification compliance.
    - v. Assist the engineer in interpretation of the plans and specifications to the contractor.
    - vi. Review and coordinate materials testing by assigned testing firm.
    - vii. Attend progress meetings.
    - viii. Compile records.

### **POST CONSTRUCTION PHASE:**

1. Prepare As-Built Drawings for Owner, provide GIS data to be incorporated into Owner's existing GIS platform.
2. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
3. Issue 6 and 11-month warranty letters to the Owner and Contractor.

### **MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:**

1. Project Initiation/Kick-off Meeting. **(Completed 3/25/2022)**
2. Design staff Kick-off on Site. (1 Meeting)
3. 30% Design Review (1 Conference Call)
4. 60% Design Review. (1 Meeting)

5. 90% Design Review. (1 Conference Call)
6. Bid Opening. (1 Meeting)
7. Pre-Construction Conference. (1 Meeting)
8. Final walk through/Punch List Check. (1 Meeting)

**ADDITIONAL SERVICES, NOT INCLUDED (BUT CAN BE NEGOTIATED UPON REQUEST):**

1. Collection of additional topographic survey data.
2. Geotechnical investigation of subsurface soils conditions.
3. Review/analysis/permitting of existing septic system / lateral field.
4. Review/analysis of existing dump stations.
5. Securing additional land rights and/or easements.
6. Individual Corps 404 permitting, Environmental Assessments.
8. SWPPP administration and inspections during construction.
9. Payment of permit application/review fees.
10. Meetings not outlined in the Scope of Services.
11. Construction phasing and traffic control plans.
12. Construction material testing.
13. Water system improvements to existing camping facilities.

**ESTIMATED TIME FRAME:**

1. Design Phase – 90 days from effective date of the agreement.
2. Bidding and Negotiation Phase – 45 to 60 calendar days from authorization to advertise.
3. Construction Phase – Assumed to be 2-months from notice to proceed.
4. Post Construction Phase – 11 months after project acceptance.

## JEO Consulting Group, Inc. GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's

profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.



**JEO Consulting Group, Inc.**  
**GENERAL CONDITIONS**

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.





**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between Woodbury County Conservation Board (WCCB) ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Little Sioux Park (Bellamy) Improvements - JEO Project #220662

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - Compensation**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is:

Design:	\$ 53,700.00	Lump Sum
Bidding & Negotiation	\$ 5,700.00	Lump Sum
Construction Administration:	\$ 19,100.00	Lump Sum
RPR:	\$ 4,400.00	Hourly *
Post Construction:	\$ 2,200.00	Lump Sum
<u>PWS Permitting:</u>	<u>\$ 9,800.00</u>	<u>Lump Sum</u>
Total Estimated Fee:	\$ 94,900.00	

\* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.



When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine, the estimated amount should not be exceeded, Owner shall notify Engineer and Engineer shall reduce the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

#### ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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##### 4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions

##### 4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: Woodbury County Conservation Board

Engineer: JEO Consulting Group, Inc.

By: Dan Heissel

By: Noah Dryden

Title: Director

Title: Project Manager

Date Signed: \_\_\_\_\_

Date Signed: 4-20-2022

Address for giving notices:

Address for giving notices:

Woodbury County Conservation Board  
4500 Sioux River Road  
Sioux City, IA 51109-1657

JEO Consulting Group, Inc.  
724 Simon Ave.  
Carroll, IA 51401



## SCOPE OF SERVICES

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### **PROJECT DESCRIPTION:**

The project consists of the creation of a sanitary sewer collection system and septic disposal system, water distribution system (connection to existing well), redesign of campground stall orientation, and conceptual design of a future campground in Little Sioux Park. In general, the camping stalls will be redesigned to have better access for backing campers off the roadway and more spacing in between camping stalls. A new gravity sewer main and water distribution system will be designed to serve all the re-designed campground sites. The septic system design will serve the re-designed campground as well as have capacity to handle the future campground expansion. Lift station(s) will be required to transfer sanitary sewer flows to the proposed septic system via force main piping.

The work to be performed by the JEO Consulting Group (Engineer) shall generally include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design and permitting of the project, as well as, to provide bidding assistance, construction administration and part-time inspections during the construction phase of the project.

The improvements will be constructed by a Contractor under a separate contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) prime contractor to complete the work.

### **DESIGN PHASE:**

#### **Project Management:**

1. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
  - A. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
  - B. Provide timely and coordinated communication to and from Woodbury County Conservation Board (WCCB) the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - C. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
  - D. Work with design disciplines to identify potential risks and how to mitigate those risks.
  - E. Review billed hours by design team and prepare invoice statements for Owner.

#### **Preliminary Design:**

1. Confirmation of the proposed utility improvements (**1 kickoff meeting with design staff**), the preliminary topographic survey will be completed. The preliminary topographic survey to include:
  - A. Implementing and confirming accuracy of GIS data for existing utilities provided by Owner within the project areas and incorporate into drawings.
  - B. Establishing vertical and horizontal control on the State Plane coordinate system near the project area.

- C. Collecting topographic field survey of the project areas within Little Sioux Park (Bellamy) campground limited to areas of campsites and gravity sanitary sewer, existing well, & proposed concept location.
- D. Create electronic drawing illustrating elevations, site features, and existing utilities resulting from the topographic surveys performed to serve as the basis for the design.
- E. Evaluate existing well(s) for capacity requirements for new camp site layout and future expansion concept area.
2. Create 30% drawings that include the plan view of the proposed utility improvements & campground site orientation/layout.
3. Conduct an internal 30% QA/QC of the project documents and incorporate necessary revisions.
4. Prepare 60% plans, technical specifications, and opinion of probable cost for the utility improvements (Water, Sewer & Septic System), site orientation/layout, ADA camping stall(s), future concept layout. The 60% plans to include the following:
  - A. Title Sheet.
  - B. Abbreviation Sheet.
  - C. Project Location Sheet.
  - D. Utility (Water & Sewer) Improvements Plan and Profile Sheet(s).
  - E. Lift Station Detail Sheet(s).
  - F. Septic System Design – The owner shall contract with a Geotechnical Engineer to complete soil testing, percolation testing, and recommendation report. This report will be provided to JEO for the design of utility trenches, septic tank and leach field. JEO will assist the Owner in contacting with up to two (2) Geotechnical Engineers.
  - G. Camp Site Layout/Orientation Design w/ grading
  - H. Electrical Sheet(s) (for lift stations & Septic System).
  - I. Details Sheet.
5. Prepare electrical service details for up to two (2) proposed lift station locations & Septic System. Electrical details to include electrical service details from existing power supply.
6. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
7. Provide 60% drawings, opinion of probable cost to Owner. **(1 Meeting)**

**Final Design:**

1. Revise drawings and technical specifications following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
2. Prepare 90% plans, technical specifications for utility improvements (Water, Sewer & Septic System), site orientation/layout and grading.
3. Evaluate existing electrical infrastructure for reuse or potential redesign of electrical service for proposed redesign of existing camp site layouts.
4. Finalize proposed electrical service to serve proposed lift station(s) & Septic System.
5. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
6. Electronically provide 90% drawings, specifications, and opinion of probable cost to Owner. JEO will meet with WCCB personnel **via conference call** upon receipt of review comments.
7. Revise plans, specifications, and opinion of probable cost with items noted during review with Client and 90% QA/QC review.
8. Prepare a SWPPP book complying with State regulations.

9. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the Iowa Department of Natural Resources to obtain NPDES Stormwater permit.
10. Create final drawings and specification package and sign and seal by engineer and a coordinating professional (if required) all registered in the State of Iowa.
11. Coordinate permitting for proposed Septic System with IDNR.
12. Following confirmation from the Owner, submit final drawings, specifications, and permit schedules for the utility improvements to IDNR for review, approval, and issuance of a construction permit. Owner to pay all review fees either directly or via reimbursement to JEO.

### **BIDDING AND NEGOTIATION PHASE:**

1. Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
2. Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
3. Send Notice to Bidders to Contractors, Builder Bureaus, and Plan Rooms.
4. Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request.
5. Respond to inquiries from prospective bidders and prepare any addenda required. A pre-bid meeting will not be held.
6. Assist the Owner in securing construction bids for the project.
7. Assist the Owner at the bid opening consisting of one **(1) meeting**. Bid opening will be held at WCCB offices.
8. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
9. Review all bids received and assist the Owner in award of the construction contract.
10. Prepare and submit necessary information to the Owner for project award approval.
11. Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
12. Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

### **CONSTRUCTION ADMINISTRATION PHASE:**

1. Schedule and conduct a Pre-construction Conference, consisting of one **(1) meeting** prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-construction Conference will be provided to all participants by the Engineer. Up to two JEO personnel will attend.
2. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project. Provide construction staking of the proposed improvements, including location and grade of the proposed access and grading improvements. Staking

- of the proposed improvements will be provided in up to four (4) trips.
3. Construction staking to include staking of approximately 35 campsites utility improvement locations & elevations, gravity sanitary sewer trunk line alignment & elevation, sanitary sewer force main alignment, elevation and proposed lift station(s) location, septic system improvements, camping stall orientation, grading & ADA access locations.
  4. Review shop drawings and related data supplied by the Contractor.
  5. Provide interpretation of the plans and specifications, when necessary.
  6. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
  7. Consult with and advise Owner during construction regarding all aspects of the project.
  8. Coordinate and review geotechnical soil and concrete testing results, as needed. Construction material testing (compaction and concrete compressive strength) cost to be paid for by the Owner. Any retesting will be the responsibility of the Contractor.
  9. Conduct a final inspection of project with the Contractor and Owner. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner. **(1 Meeting)**
  10. Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications, and contract documents.

### **RESIDENT PROJECT REPRESENTATIVE - RPR:**

1. JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work up to 40 hours. The duration of construction is estimated at 4 months.
  - B. The duties and responsibilities of the RPR are described as follows:
    - i. Review of contractors work for general compliance with the plans and specifications.
    - ii. Complete construction observation Reports when on site.
    - iii. Coordinate pay quantities with contractor and engineer.
    - iv. Review of materials delivered to the site for specification compliance.
    - v. Assist the engineer in interpretation of the plans and specifications to the contractor.
    - vi. Review and coordinate materials testing by assigned testing firm.
    - vii. Attend progress meetings.
    - viii. Compile records.

### **POST CONSTRUCTION PHASE:**

1. Prepare As-Built Drawings for Owner, provide GIS data to be incorporated into Owner's existing GIS platform.
2. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
3. Issue 6 and 11-month warranty letters to the Owner and Contractor.

**PUBLIC WATER SUPPLY PERMITTING:**

1. Prepare construction permit forms and schedules as required by IDNR for public water supply system, transient non-community public water supply. Owner to pay all review and permit fees.
2. Submit plans & specifications as required for permit application.
3. Creation of well setback figures required for permitting of water supply system.
4. Submission of documentation relating to existing available well records, boring logs, profile information, construction documents, etc.

**MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:**

1. Design staff Kick-off on Site. (1 Meeting)
2. 30% Design Review (1 Conference Call)
3. 60% Design Review. (1 Meeting)
4. 90% Design Review. (1 Conference Call)
5. Bid Opening. (1 Meeting)
6. Pre-Construction Conference. (1 Meeting)
7. Final walk through/Punch List Check. (1 Meeting)

**ADDITIONAL SERVICES, NOT INCLUDED (BUT CAN BE NEGOTIATED UPON REQUEST):**

1. Geotechnical investigation of subsurface soils conditions.
2. Review/analysis/permitting of existing septic system / lateral field.
3. Securing additional land rights and/or easements.
4. Individual Corps 404 permitting, Environmental Assessments.
5. SWPPP administration and inspections during construction.
6. Payment of permit application/review fees.
7. Roadway Improvements for campground access.
8. Meetings not outlined in the Scope of Services.
9. Construction phasing and traffic control plans.
10. Construction material testing.
11. Electrical design for each campsite connection, if existing electrical cannot be reused with new layout, an amendment will be created for electrical service work.
12. Water quality testing of existing wells to be connected to for campsite water service.
13. Any variance or design of new water supply systems to comply with Public Water Service Permit.

**ESTIMATED TIME FRAME:**

1. Design Phase – 120 days from effective date of the agreement.
2. Bidding and Negotiation Phase – 45 to 60 calendar days from authorization to advertise.
3. Construction Phase – Assumed to be 5-months from notice to proceed.
4. Post Construction Phase – 11 months after project acceptance.

**JEO Consulting Group, Inc.  
GENERAL CONDITIONS**

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's

profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.





**JEO Consulting Group, Inc.  
GENERAL CONDITIONS**

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
  - i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



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

Date: May 10, 2022 Weekly Agenda Date: May 17, 2022

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Taylor

**WORDING FOR AGENDA ITEM:**

Motion to approve \$10,000 from Local Option Sales Tax as local match contribution in support of regional Destination Iowa Grant Funds from State of Iowa Regional Recreational Trail

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

In order to locally contribute and leverage a potential \$7.5 million, local effort is required. This would help bolster the \$11.4 million in private funds and show commitment.

**BACKGROUND:**

The State of Iowa has approximately \$100 million for "Destination Iowa" grant funding with the goal of bolstering quality of life in Iowa's communities and attracting visitors and new residents. The Siouxland Initiative in cooperation with Sioux City, Sergeant Bluff, LeMars, and Merrill will help complete a planned trail system "PlyWood" and was laudably the first application in on May 9.

**FINANCIAL IMPACT:**

The goal of receiving the grant is to complete the planned trail system that would connect Siouxland communities through recreational trails and positively impact Woodbury County. \$10,000 from L.O.S.T.

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

Yes  No

**RECOMMENDATION:**

Motion to approve \$10,000 from Local Option Sales Tax as local match contribution in support of regional Destination Iowa Grant Funds from State of Iowa Regional Recreational Trail with a recommended use to advertise and boost tourism in our area.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve \$10,000 from Local Option Sales Tax as local match contribution in support of regional Destination Iowa Grant Funds from State of Iowa Regional Recreational Trail with a recommended use to advertise and boost tourism in our area.