



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JUNE 7) (WEEK 23 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
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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 June 7, 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

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

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

Consent Agenda

Items 3 through 7 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 3. Approval of the minutes of the May 31, 2022 meeting
4. Approval of claims
5. Board Administration – Karen James
a. Approval of resolution for a tax suspension for B.M.
b. Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension

6. Human Resources – Melissa Thomas  
Approval of Memorandum of Personnel Transactions
7. Board Administration – Heather Van Sickle  
Approval of Notice of Property Sale Resolution for Parcel #894734152021 (aka 715 ½  
Cunningham Dr.) for Tuesday, June 21<sup>st</sup> at 4:35 p.m.

### **End Consent Agenda**

8. Secondary Roads – Mark Nahra
  - a. Approve the plans for project number L-B(B64)—73-97
  - b. Approve the certificate of completion of overburden removal with Leroy and Sons of Arcadia, Iowa for \$85,600.00 Action
9. CED Zoning Coordinator – Dan Priestley
  - a. Receive the final staff report and P & Z Commission’s recommendation from their 6/1/22 meeting Action
  - b. Approve the William’s Third Strike, Second Addition, final plat and authorize Chairman to sign the resolution Action
10. Baker Group – Shane Albrecht & Building Services – Kenny Schmitz  
LEC ARPA Fund information Information
11. Board Administration – Dennis Butler
  - a. Discussion and approval of transfer of appropriation in the Sheriff’s FY 22 budget due to employee transfers Action
  - b. Discussion on a proposal for technical and advisory services for the Administration of American Rescue Plan Act Program and Master Services Agreement with UHY Consulting, Inc. Information
12. County Auditor – Patrick Gill
  - a. Authorize the Chairman to sign a grant agreement between Woodbury County and the Iowa Secretary of State. Action
  - b. Authorize the Chairman to sign the agreement between Woodbury County and InTech Software Action
13. Board of Supervisors – Keith Radig
  - a. Approve to increase hourly wage by \$1.50 per hour for paramedics Action
  - b. Consideration of an ordinance relating to the Assessment of Wind Energy Conversion Property as authorized by Iowa Code Chapter 427B.26 Action
14. Reports on Committee Meetings Information
15. Citizen Concerns Information
16. Board Concerns Information

### **ADJOURNMENT**

## CALENDAR OF EVENTS

- MON., JUNE 6**    **6:00 p.m.**    Board of Adjustment meeting, First Floor Boardroom
- WED., JUNE 8**    **7:30 a.m.**    SIMPCO Executive-Finance Committee Meeting, 1122 Pierce St.
- 8:05 a.m.**    Woodbury County Information Communication Commission, First Floor Boardroom
- 10:00 a.m.**    Western Iowa Tourism Region Annual Meeting, Bluebird Hill Event Center, Atlantic, IA
- 12:00 p.m.**    District Board of Health Meeting, 1014 Nebraska St.
- THU., JUNE 9**    **12:00 p.m.**    SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.**    Conservation Board Meeting, Brown's Lake-Bigelow Park
- FRI., JUNE 10**    **9:00 a.m.**    Hungry Canyons Alliance Meeting, Portsmouth, Iowa
- WED., JUNE 15** **12:00 p.m.**    Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., JUNE 16**    **4:30 p.m.**    Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., JUNE 17**    **12:00 p.m.**    Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- WED., JUNE 22**    **2:30 p.m.**    Rolling Hills Community Services Region Governance Board Meeting
- THU., JUNE 23**    **10:15 a.m.**    Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- 11:15 a.m.**    Western Iowa Community Improvement Regional Housing Trust Fund Meeting, 1122 Pierce
- 1:30 p.m.**    SIMPCO – Community & Economic Development - Hybrid
- MON., JUNE 27**    **6:00 p.m.**    Zoning Commission Meeting, First Floor Boardroom
- TUE., JUNE 28**    **2:00 p.m.**    Decat Board Meeting, Western Hills AEA, Room F
- WED., JULY 6**    **4:45 p.m.**    Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., JULY 7**    **10:00 a.m.**    COAD Meeting, The Security Institute
- WED., JULY 13**    **7:30 a.m.**    SIMPCO Executive-Finance Committee Meeting, 1122 Pierce St.
- 8:05 a.m.**    Woodbury County Information Communication Commission, First Floor Boardroom
- 10:00 a.m.**    STARComm Board Meeting, The Security Institute, WIT Campus
- 12:00 p.m.**    District Board of Health Meeting, 1014 Nebraska St.
- 6:30 p.m.**    911 Service Board Meeting, Public Safety Center, Climbing Hill
- THU., JULY 14**    **12:00 p.m.**    SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.**    Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

**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 31, 2022 TWENTY-SECOND MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, May 31, 2022 at 3:45 p.m. Board members present were Ung, 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 Patrick Gill, Auditor/Clerk to the Board.

1. The applicant requested a closed session in accordance with Iowa law.

Motion by Radig second by De Witt to go into closed session per Iowa Code Section 21.5(1)(i). Carried 4-0 on roll call vote.

Motion by Radig second by De Witt to go out of closed session per Iowa Code Section 21.5(1)(i). Carried 4-0 on roll call vote.

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

2. There were no citizen concerns.

3. Motion by Radig second by Taylor to approve the agenda for May 31, 2022. Carried 5-0. Copy filed.

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

- 4a. To approve minutes of the May 24, 2022 meeting. Copy filed.

- 4b. To approve minutes of the May 25, 2022 Special meeting. Copy filed.

5. To approve the claims totaling \$2,331,659.56. Copy filed.

6. To approve the separation of Timothy Cowles, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 05-16-22. Resignation.; the transfer of Eric Robley, Motor Grader Operator, Secondary Roads Dept., effective 05-30-22, \$24.85/hour. 1%=\$.30/hour. Position Transfer from Equipment Operator to Motor Grader.; the appointment of Erika Kuntz, Temporary Engineering Aide, Secondary Roads Dept., effective 06-01-22, \$16.00/hour. Not to exceed 120days.; the appointment of Matthew Peters, Temporary Summer Laborer, Secondary Roads Dept., effective 06-01-22, \$15.00/hour. Not to exceed 120 days.; the appointment of Richard Mogensen, P/T Equipment Operator, Secondary Roads Dept., effective 06-01-22, \$24.55/hour. Job Vacancy Posted 3-15-22. Entry Level Salary: \$24.55/hour.; the appointment of Noah East, Civilian Jailer, County Sheriff Dept., effective 06-06-22, \$21.02/hour. Job Vacancy Posted 4-13-22. Entry Level Salary: \$21.02/hour.; the appointment of Lynn Fleming, Civilian Jailer, County Sheriff Dept., effective 06-06-22, \$21.02/hour. Job Vacancy Posted 4-13-22. Entry Level Salary: \$21.02/hour.; and the appointment of Kayla Orr, Civilian Jailer, County Sheriff Dept., effective 06-06-22, \$21.02/hour. Job Vacancy Posted 4-13-22. Entry Level Salary: \$21.02/hour. Copy filed.

- 7a. To approve an application for a 12-month, Class C Liquor License (LC) (Commercial), with Outdoor Service and Sunday Sales privileges for Correctionville Golf Club, effective 05/25/2022. Copy filed.

- 7b. To approve an application for 12-month, Class C Native Wine License (Private Club), with Outdoor Service and Sunday Sales privileges for Oscar Carl Vineyard, effective 06/01/2022. Copy filed.

Carried 5-0.

8. Update on carbon pipeline.

Motion by Radig second by De Witt to receive documents used to update the Board on a proposed Carbon Pipeline project. Carried 5-0. Copy filed.

- 9a. A public hearing was held at 4:40 p.m. for amendment #1 to the Woodbury County FY 2022 budget. The Chairperson called on anyone wishing to be heard.

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

- 9b. Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution Approval of FY 2021/2022 Budget Amendment #1. Carried 5-0.

**APPROVAL OF FY 2021/2022 BUDGET AMENDMENT #1  
RESOLUTION #13,440**

WHEREAS, the Woodbury County Board of Supervisors has considered the proposed FY 2021/2022 county budget amendment #1; and

WHEREAS, a public hearing concerning the proposed county budget was held on May 31, 2022;

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Woodbury County that the county budget amendment #1 for FY 2021/2022 as set forth in the budget amendment summary, is hereby adopted and that the Woodbury County Auditor is directed to file said budget and to establish accounting records in accordance with the attached schedules.

BE IT FURTHER RESOLVED, that the Chairperson and the County Auditor be and are hereby authorized to sign the approved FY 2021/2022 county budget amendment.

Signed and dated the 31<sup>st</sup> day of May 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 10a. Motion by De Witt second by Radig to award the bid for project #BRS-SWAP-C097(146)—FF-97 to Graves Construction and authorize the Chairperson to sign a Resolution to award the bid and authorize the County Engineer to electronically sign for the contract and bond. Carried 5-0.

**BID AWARD AND DESIGNATION AND AUTHORIZATION OF  
COUNTY ENGINEER FOR ELECTRONIC SIGNATURE OF CONTRACT AND  
BOND  
RESOLUTION #13,441**

WHEREAS, the Board of Supervisors has received bids for the project captioned herein, and,

WHEREAS, the board has considered the bids and concurs with the Iowa DOT and the County Engineer's recommendation to award the contract to the lowest responsible bidder, and:

WHEREAS, time is of the essence in locking in material prices in a rapidly changing cost environment currently being experienced by contractors and road agencies across the state, the Board is directing the County Engineer to electronically sign the contracts and bonds for the following project upon presentation of completed documents meeting contract requirements for the following project:

**BRS-SWAP-C097(146)—FF-97  
Bridge Replacement project, County route D12/110<sup>th</sup> Street**

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors hereby awards the bid and directs the County Engineer is directed to electronically sign the contracts and bonds for the above captioned project upon presentation of final contract documents.

Passed and approved this 31<sup>st</sup> day of May 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 10b. Motion by Radig second by De Witt to award the bid for project #BROS-SWAP-C097(148)—FE-97 to Graves Construction and authorize the Chairperson to sign a Resolution to award the bid and authorize the County Engineer to electronically sign for the contract and bond. Carried 5-0.

**BID AWARD AND DESIGNATION AND AUTHORIZATION OF  
COUNTY ENGINEER FOR ELECTRONIC SIGNATURE OF CONTRACT AND  
BOND  
RESOLUTION #13,442**

**WHEREAS**, the Board of Supervisors has received bids for the project captioned herein, and,

**WHEREAS**, the board has considered the bids and concurs with the Iowa DOT and the County Engineer's recommendation to award the contract to the lowest responsible bidder, and:

**WHEREAS**, time is of the essence in locking in material prices in a rapidly changing cost environment currently being experienced by contractors and road agencies across the state, the Board is directing the County Engineer to electronically sign the contracts and bonds for the following project upon presentation of completed documents meeting contract requirements for the following project:

**BROS-SWAP-CO97(148)—FE-97  
Bridge Replacement project, Correctionville Road**

**NOW, THEREFORE, BE IT RESOLVED** by the Woodbury County Board of Supervisors hereby awards the bid and directs the County Engineer is directed to electronically sign the contracts and bonds for the above captioned project upon presentation of final contract documents.

**Passed and approved this 31st day of May 2022.**  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 10c. Motion by Radig second by De Witt to approve the contract and bond for project #L-B(M299)—73-97 with Dixon Construction for \$350,180.94. Carried 5-0. Copy filed.
- 11. Reports on committee meetings were heard.
- 12. There were no citizen concerns.
- 13. Board concerns were heard.

The Board adjourned the regular meeting until June 7, 2022.

Meeting sign in sheet. Copy filed.

**WOODBURY COUNTY, IOWA  
BOARD ADMINISTRATION  
MEMORANDUM**

**TO:** Board of Supervisors  
**FROM:** Karen James, Board Administrative Assistant  
**RE:** Consideration of a Petition for a Tax Suspension  
**DATE:** June 1, 2022

Please consider this request for a tax suspension for B.M. If the Board approves this request, the suspension resolution requires the chairman's signature

Thank you.

kmj

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

Date: 6/1/22 Weekly Agenda Date: 6/7/22

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Karen James, Administrative Assistant

**WORDING FOR AGENDA ITEM:**

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Annually, the Board of Supervisors requires those receiving tax suspensions to re-certify their income. Those petitioners who fail to re-certify their income by the deadline or if their income does not qualify for continued tax suspension, will be turned over to the Board of Supervisors for action on lifting the tax suspension.

**BACKGROUND:**

**FINANCIAL IMPACT:**

None

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

Yes  No

**RECOMMENDATION:**

To lift the tax suspension of the petitioners that are listed on the attachment.

**ACTION REQUIRED / PROPOSED MOTION:**

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension.



**HUMAN RESOURCES DEPARTMENT**

**MEMORANDUM OF PERSONNEL TRANSACTIONS**

**DATE:** June 7, 2022

**\* PERSONNEL ACTION CODE:**

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

**TO: WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Ruden, Lisa	County Auditor	6-27-22	Clerk III	\$26.54/hour	9%=\$2.20/hour	R	Per AFSCME Courthouse Contract agreement, from Grade 5/Step 4 to Grade 5/Step 5.
Kluver, Miranda	County Sheriff	6-27-22	Civilian Jailer	\$25.24/hour	10.9%=\$2.48/hour	R	Per CWA Civilian Officers Contract agreement, from Class 1 to Senior Class.

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

**MELISSA THOMAS, HR DIRECTOR:** \_\_\_\_\_

# RESOLUTION #

## NOTICE OF PROPERTY SALE

### Parcel #894734152021

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

An irregular parcel being part of Block 40, part of vacated Dodge Avenue, and part of vacated Morgan Street described as beginning at the southwest corner of Lot 9 of The Yards Town Center Addition to the City of Sioux City; thence North 39°09'06" West a distance of 402.13 feet; thence South 29°25'41" East for a distance of 264.22 feet; thence South 00°16'56" East for a distance of 46.40 feet; thence North 89°43'04" East for a distance of 27.60 feet; thence South 26°08'54" East for a distance of 38.42 feet; thence South 68°33'08" East for a distance of 108.22 feet, thence North 39°09'06" West a distance of 43.52 feet to the Point of Beginning, containing 12,664 square feet, City of Sioux City, Woodbury County, Iowa  
(715 ½ Cunningham Dr.)

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 **21<sup>st</sup> Day of June, 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 **21<sup>st</sup> Day of June, 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 \$892.00** 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 7<sup>th</sup> Day of June, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Steve Wilson Date: 8/30/11  
Address: 2805 W. 4<sup>th</sup> St. Phone: 224-4232

Address or approximate address/location of property interested in:  
715 1/2 Cunningham Dr.

GIS PIN # 894734152021

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

Legal Description:

An irregular parcel being part of Block 40, part of vacated Dodge Avenue, and part of vacated Morgan Street described as beginning at the southwest corner of Lot 9 of The Yards Town Center Addition to the City of Sioux City; thence North 39°09'06" West a distance of 402.13 feet; thence South 29°25'41" East for a distance of 264.22 feet; thence South 00°16'56" East for a distance of 46.40 feet; thence North 89°43'04" East for a distance of 27.60 feet; thence South 26°08'54" East for a distance of 38.42 feet; thence South 68°33'08" East for a distance of 108.22 feet, thence North 39°09'06" West a distance of 43.52 feet to the Point of Beginning, containing 12,664 square feet

Tax Sale #/Date: # 943 6/15/2015 Parcel # 50672

Tax Deeded to Woodbury County on: 5/12/22

Current Assessed Value: Land \$9,500 Building \$300 Total \$9,800

Approximate Delinquent Real Estate Taxes: \$4,259

Approximate Delinquent Special Assessment Taxes: \$3,814

\*Cost of Services: \$220

Inspection to: Rocky DeWitt Date:

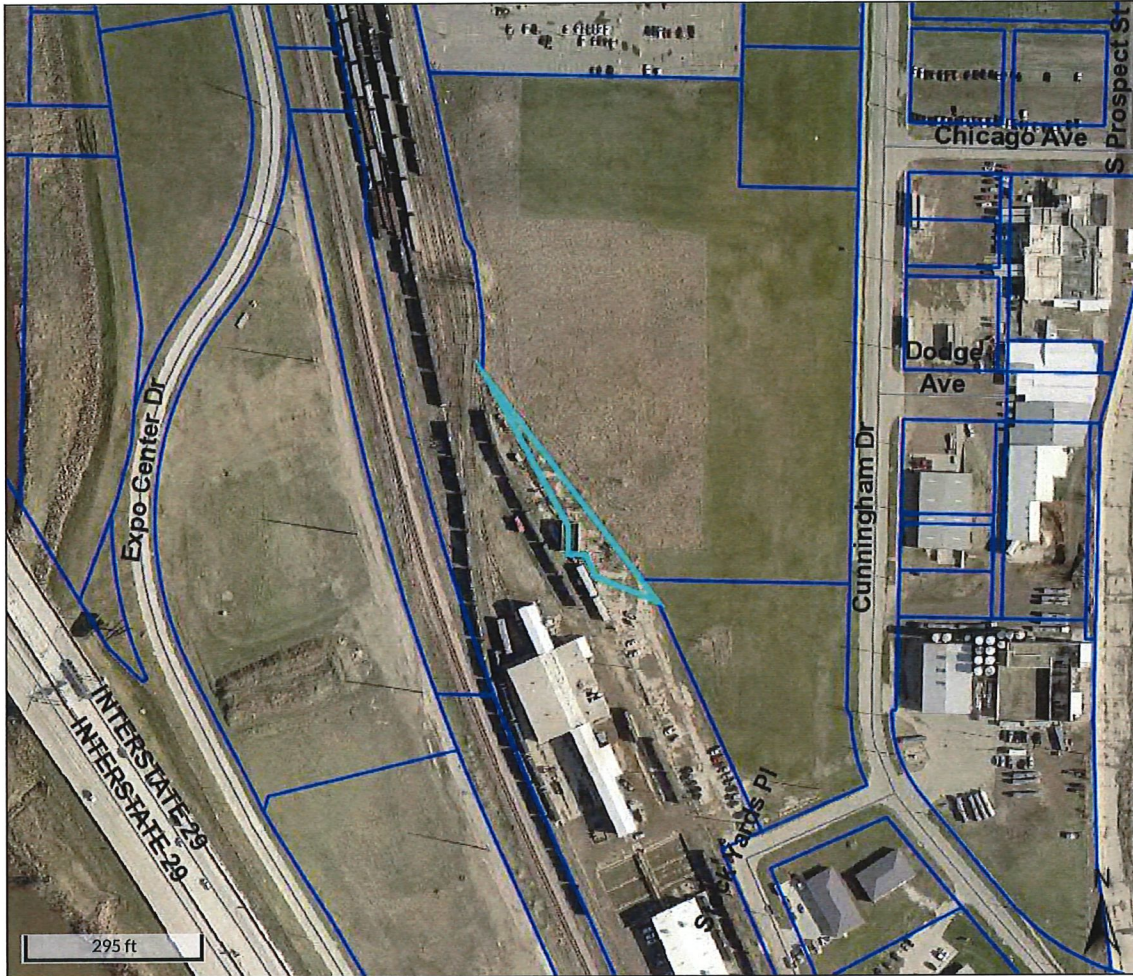
Minimum Bid Set by Supervisor: \$672 PLUS FEES of \$220. Total: \$892

Date and Time Set for Auction: Tuesday, June 21st 24:35

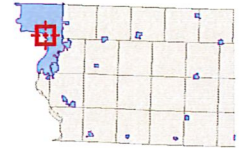
\* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

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

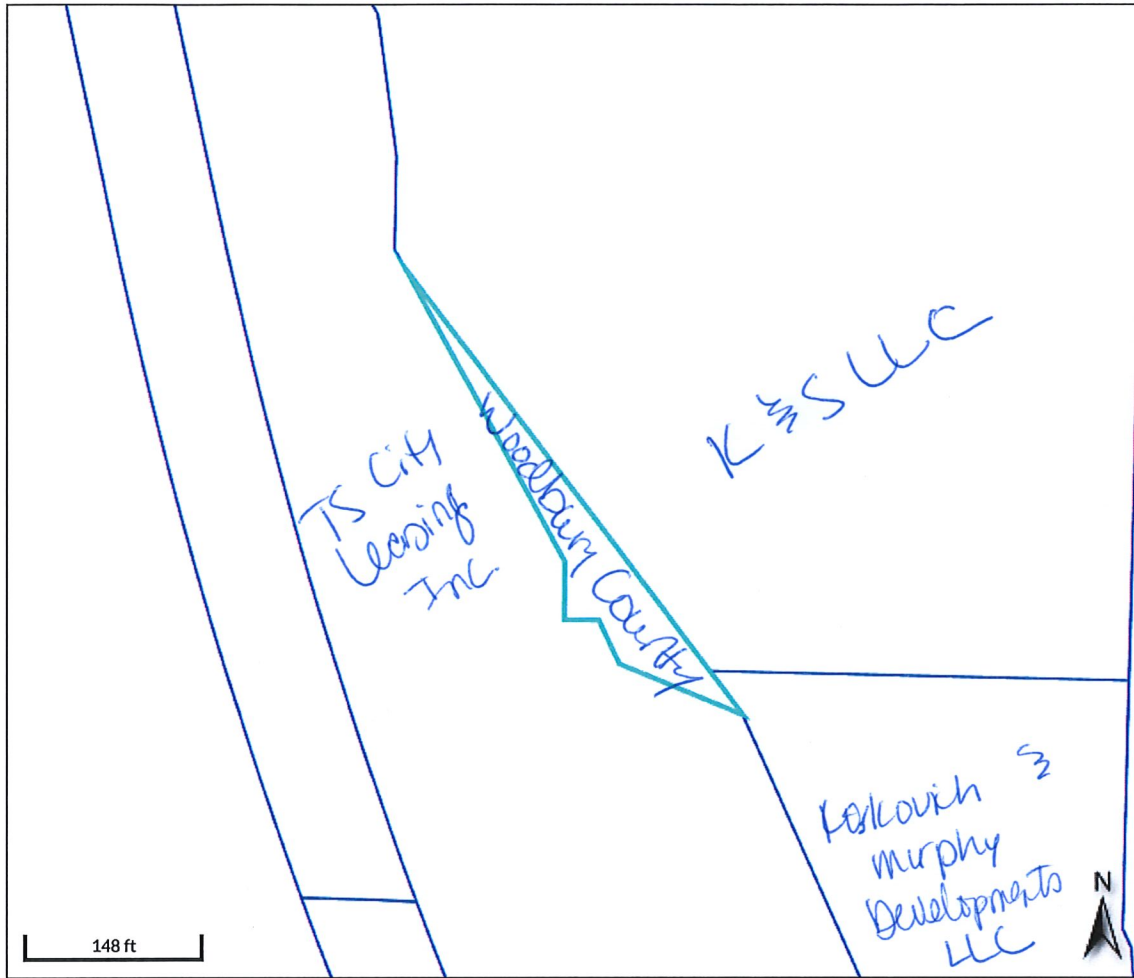
Parcel ID	894734152021	Alternate ID	50672	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	C		620 DOUGLAS ST
Property Address	715 1/2 CUNNINGHAM DR	Acreeage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	LL SC COMM 89-47 PT OF BLK 40; PT VAC DODGE AVE; PT VAC MORGAN STREET COM NE COR BLK 11 FLOYD CITY THNC W 978.88 FT, THNC SELY 321.28 FT, THNC E 4 FT, THNC SELY 1032.21 FT THNC SELY 24.52 FT, THNC ELY 113.26 FT, THNC S 74 FT TO POB; THNC SELY 272.14 FT, T				
	<b>(Note: Not to be used on legal documents)</b>				

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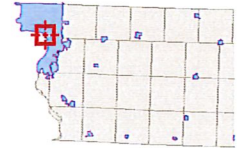
Developed by  Schneider  
 GEOSPATIAL



# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

- Roads
- ▭ Corp Boundaries
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- ▭ Parcels

Parcel ID	894734152021	Alternate ID	50672	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	C		620 DOUGLAS ST
Property Address	715 1/2 CUNNINGHAM DR	Acreeage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	LL SC COMM 89-47 PT OF BLK 40; PT VAC DODGE AVE; PT VAC MORGAN STREET COM NE COR BLK 11 FLOYD CITY THNC W 978.88 FT, THNC SELY 321.28 FT, THNC E 4 FT, THNC SELY 1032.21 FT THNC SELY 24.52 FT, THNC ELY 113.26 FT, THNC S 74 FT TO POB; THNC SELY 272.14 FT, T				
	<b>(Note: Not to be used on legal documents)</b>				

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

Date: 6/3/2022 Weekly Agenda Date: 6/7/2022

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

**WORDING FOR AGENDA ITEM:**

Consider approval of plans for project number L-B(B64)--73-97

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Plans have been completed for a bridge replacement project on 130th Street, between Knox and Kossuth Ave. The bridge will be replaced with a pre-cast concrete deck unit bridge.

**BACKGROUND:**

The project will replace an aging bridge that is currently posted.

**FINANCIAL IMPACT:**

The projects are paid for with local 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 approve the plans for project number L-B(B-64)--73-97 .

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the plans for project number L-B(B64)--73-97.

Project Number: L-B(B64)-73-97

INDEX OF SHEETS	
No.	Description
1	TITLE SHEET
2	LOCATION PLAN
3	PROFILE VIEW
4	SITUATION PLAN

ROAD STANDARD PLANS					
The following Bridge Standards shall be considered applicable to construction work on this project.					
Identification	Date	Identification	Date	Identification	Date

PRECAST CONCRETE DECK UNIT BRIDGE

Project Development Division  
 PLANS OF PROPOSED IMPROVEMENT ON THE  
**SECONDARY ROAD SYSTEM**  
**WOODBURY COUNTY**  
**PRECAST CONCRETE DECK UNIT BRIDGE**  
**PROJECT NO: L-B(B64)--73-97**  
 Rutland Township On130th Street Sec. 20, T89N, R43W

UTILITY CONTACTS

WESTERN IOWA TELEPHONE - 712-870-1298  
 WOODBURY COUNTY REC - 712-870-1031

TRAFFIC CONTROL PLAN

THIS ROAD WILL BE CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION. LOCAL TRAFFIC TO ADJACENT PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.08 OF THE CURRENT STANDARD SPECIFICATIONS. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, AND SIGNING INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130.

ALL SAFETY CLOSURES SHALL BE FURNISHED, ERECTED, MAINTAINED AND REMOVED BY THE CONTRACTOR.

MAINTENANCE OF SIGNS, BARRICADES AND SAFETY CLOSURES AS STATED IN ARTICLE 1107.09 SHALL APPLY ON THIS PROJECT.

ROAD CLOSURES ON THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH ROAD STANDARD TC-252. GUARDRAIL INSTALLATION MUST BE COMPLETE BEFORE THE ROAD IS OPENED TO TRAFFIC.

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, series of 2015, plus current Supplemental Specifications and Special Provisions shall apply to construction work on this project.  
  
 Plus Current Special Provisions and Supplemental Specifications

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT 14. PERMIT CEMVR-RD-2022-0688. A COPY OF THIS PERMIT IS AVAILABLE FROM THE WOODBURY COUNTY ENGINEERS OFFICE UPON REQUEST. THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PRIOR NOTICE. IOWA D.O.T. NOT REQUIRED

**WOODBURY COUNTY**  
 Letting Date **JUNE 28, 2022**  
 PROJECT NO: L-B(B64)-73-97

Approved _____	Board of Supervisors _____

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
	Signature <span style="float:right;">Date</span>
	Mark J. Nahra
	Printed or Typed Name
	My license renewal date is December 31, 2022
	Pages or sheets covered by this seal:
	Pages 1, thru 4

2019 AADT 10 V.P.D.



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

Date: 06/02/2022 Weekly Agenda Date: 06/07/2022

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

**WORDING FOR AGENDA ITEM:**

Consider approval of completion certificate for overburden removal at Little Sioux Park gravel pit.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county approved a contract with Leroy and Sons on 10/19/2021 for removal of 60,000 CY of overburden in preparation for gravel production.

**BACKGROUND:**

The project was completed April 18, 2022. The project is the second phase in excavation and production of gravel in conjunction with 10 million dollars supported by TIFF that was approved by resolution on December 17, 2019. The total contract amount for the project was \$85,600.00.

**FINANCIAL IMPACT:**

This project was paid for with 10 million dollar county road improvement 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 the Board approve, accept and certify the completed project.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the certificate of completion of overburden removal with Leroy and Sons of Arcadia, Iowa for \$85,600.00.



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

PROJECT NO. Overburden Removal Little Sioux Park

This is to certify that work covered by the contract entered into with

**Leroy and Sons Construction**

**of Arcadia, Iowa under the date of October 19, 2021**

Little Sioux Park Gravel Pit Section 12-88-43

Contract Amount: **\$85,600.00**

in Woodbury County was completed in accordance with the plans and specifications  
therefore, and in a satisfactory manner on **April 18, 2022**

June 07, 2022 By \_\_\_\_\_  
Date County Engineer

Approved: Board of Supervisors  
Woodbury County, Iowa

June 07, 2022 By \_\_\_\_\_  
Date Chairperson

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

Date: 6/2/22 Weekly Agenda Date: 6/7/22

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Dan Priestley, CED Zoning Coordinator

**WORDING FOR AGENDA ITEM:**

- a. Motion to receive the Zoning Commission's recommendation from their 6/1/22 meeting to approve the final plat of William's Third Strike, Second Addition, a Minor Subdivision.
- b. Motion to approve the William's Third Strike, Second Addition, Minor Subdivision plat and authorize the Chairman to sign the resolution.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The Supervisors will receive the Woodbury County Planning and Zoning (P&Z) Commission's recommendation and final staff report on said plat and shall approve, approve with conditions, or disapprove the plat. The Board may table the matter with the consent of the subdivider. Approval shall be in the form of a resolution to be certified as part of the final plat.

**BACKGROUND:**

Mark E. Williams & Lori A. Williams have filed for a one-lot minor subdivision on the property identified as Parcel #894603400006 and located in Section 3 of the SE ¼ of the SW ¼ & SW ¼ of the SE ¼ of T89N R46W (Concord Township). The property is located in the Agricultural Preservation (AP) Zoning District and is not located in the floodplain. The property address is 1741 110th St., Sioux City, IA 51106. The purpose is to split the house from the parcel and retain the remaining portion of the property for agricultural uses as allowed under the agricultural exemption. The proposal has been properly noticed in the Sioux City Journal Legals Section on May 27, 2022. The neighbors within 1000 FT have been duly notified via a May 24, 2022 letter about the June 1, 2022 Zoning Commission Special Public Hearing. Appropriate stakeholders including government agencies, utilities, and organizations have been notified and have been requested to comment. The Woodbury County Engineer found the proposal in compliance with Iowa Code closure requirements and found that the lots have adequate access. Extraterritorial review, as required by Iowa Code 354.9, was not required as this property is further than two (2) miles from an incorporated jurisdiction. The proposed lot contains the well and the property owner is presently working with Siouxland District Health on identifying a compliant location for a new septic system. Based on the information received and the requirements set forth in the Zoning and Subdivision Ordinance, the proposal meets the minimum criteria for approval. It is the recommendation of staff to approve this proposal as proposed. The Woodbury County Zoning Commission voted 4-0 at their June 1, 2022 meeting to recommend approval of this minor subdivision request to the Board of Supervisors.

**FINANCIAL IMPACT:**

None

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

Yes  No

**RECOMMENDATION:**

Receive the final staff report and P&Z Commission's recommendation from their 6/1/22 meeting.  
Approve the plat and authorize the Chairman to sign the resolution.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to receive the final staff report and P&Z Commission's recommendation from their 6/1/22 meeting.  
Motion to approve the William's Third Strike, Second Addition, final plat and authorize the Chairman to sign the resolution.



**WOODBURY COUNTY  
COMMUNITY & ECONOMIC DEVELOPMENT**

620 DOUGLAS STREET – SIOUX CITY, IA 51101

Dan Priestley · Zoning Coordinator · dpriestley@woodburycountyiowa.gov  
Dawn Norton · Sr. Clerk · dnorton@woodburycountyiowa.gov  
Telephone (712) 279-6609 Fax (712) 279-6530

**WILLIAM'S THIRD STRIKE, SECOND ADDITION - MINOR SUBDIVISION PROPOSAL  
FINAL REPORT – 6/1/22**

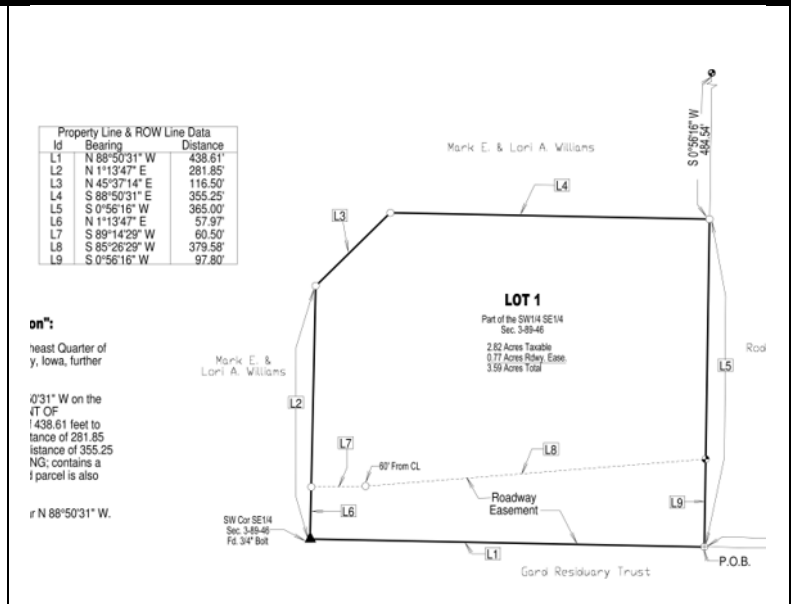
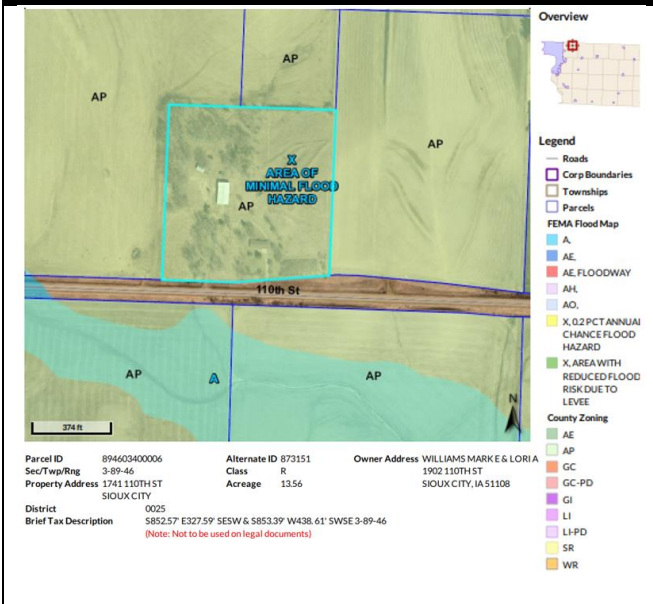
APPLICATION DETAILS	PROPERTY DETAILS	TABLE OF CONTENTS
<b>Owner(s):</b> Mark E. Williams & Lori A. Williams <b>Application Type:</b> Minor Subdivision (1 Lot) <b>Subdivision Name:</b> William's Third Strike, Second Addition <b>Application Date:</b> May 3, 2022 <b>Subdivision Area:</b> 2.82 (Taxable); 0.77 (ROW); 3.59 Total <b>Legal Notice Date:</b> May 27, 2022 <b>Stakeholders (1000') Letter Date:</b> May 24, 2022 <b>Zoning Commission Public Hearing Date:</b> June 1, 2022 <b>Board of Supervisors Consideration Date:</b> June 7, 2022	<b>Parcel(s):</b> 894603400006 <b>Township:</b> T89N R46W (Concord) <b>Section:</b> 3; <b>Quarter:</b> SE ¼ of the SW ¼ & SW ¼ of the SE ¼ <b>Zoning District:</b> Agricultural Preservation (AP) <b>Floodplain District:</b> Zone X (Not in SFHA) <b>Address:</b> 1741 110 <sup>th</sup> St., Sioux City, IA 51106	<input type="checkbox"/> Summary, Aerial & Plat Excerpt, Recommendations <input type="checkbox"/> Application <input type="checkbox"/> Final Plat <input type="checkbox"/> Review Criteria <input type="checkbox"/> Extraterritorial Review <input type="checkbox"/> Legal Notification <input type="checkbox"/> Adjacent Owners' Notification <input type="checkbox"/> Stakeholder Comments <input type="checkbox"/> Supporting Documentation

**SUMMARY**

Mark E. Williams & Lori A. Williams have filed for a one-lot minor subdivision on the property as referenced above. The purpose is to split the house from the parcel and retain the remaining portion of the property for agricultural uses as allowed under the Agricultural Exemption. The proposal has been properly noticed in the Sioux City Journal Legals Section on May 27, 2022. The neighbors within 1000 FT have been duly notified via a May 24, 2022 letter about the June 1, 2022 Zoning Commission Special Public Hearing. Appropriate stakeholders including government agencies, utilities, and organizations have been notified and have been requested to comment. The Woodbury County Engineer found the proposal in compliance with Iowa Code closure requirements and found that the lots have adequate access. Extraterritorial review, as required by Iowa Code 354.9, was not required as this property is further than two (2) miles from an incorporated jurisdiction. The property is not located in the floodplain. The proposed lot contains the well and the property owner is presently working with Siouxland District Health on identifying a compliant location for a new septic system. Based on the information received and the requirements set forth in the Zoning and Subdivision Ordinance, the proposal meets the minimum criteria for approval. It is the recommendation of staff to approve this proposal as proposed. The Woodbury County Zoning Commission voted 4-0 at their June 1, 2022 meeting to recommend approval of this minor subdivision request to the Board of Supervisors.

**AERIAL MAP**

**PLAT EXCERPT**



**STAFF RECOMMENDATION**

Staff recommends approval of this minor subdivision proposal as it meets the minimum requirements of the zoning and subdivision ordinance.

**ZONING COMMISSION RECOMMENDATION**

The Woodbury County Zoning Commission voted 4-0 to recommend approval of *William's Third Strike, Second Addition* proposal to the Board of Supervisors.

**Minutes - Woodbury County Zoning Commission Meeting – Special Meeting – June 1, 2022**

The Zoning Commission (ZC) meeting convened on the 1st of June at 6:00 PM for a Special Meeting in the first-floor boardroom in the Woodbury County Courthouse. The meeting was also made available via teleconference.

ZC Members Present: Tom Bride, Corey Meister, Jeff O'Tool, Barb Parker  
County Staff Present: Dan Priestley, Dawn Norton  
Public Present: Mark Williams, Dan Kriener

**Call to Order**

Vice-Chair Tom Bride formally called the meeting to order at 6:00 PM.

**Public Comment on Matters Not on the Agenda**

None.

**Public Hearing: Williams Third Strike, Second Addition Minor Subdivision Proposal**

Priestley read the preliminary report and staff recommendation into the record. Mark E. Williams & Lori A. Williams have filed for a one-lot minor subdivision on the property identified as Parcel #894603400006 and located in Section 3, SE ¼ of the SW ¼ & SW ¼ of the SE ¼ of T89N R46W (Concord Township). The property is located in the Agricultural Preservation (AP) Zoning District and is not located in the floodplain. The property address is 1741 110th St., Sioux City, IA 51106. The purpose of this proposal is to split the house from the parcel and retain the remaining portion of the property for agricultural uses as allowed under the agricultural exemption. The proposal has been properly noticed in the Sioux City Journal Legals Section on May 27, 2022. The neighbors within 1000 FT have been duly notified via a May 24, 2022 letter about the June 1, 2022 Zoning Commission Special Public Hearing. Appropriate stakeholders including government agencies, utilities, and organizations have been notified and have been requested to comment. The Woodbury County Engineer found the proposal in compliance with Iowa Code closure requirements and found that the lots have adequate access. Extraterritorial review, as required by Iowa Code 354.9, was not required as this property is further than two (2) miles from an incorporated jurisdiction. The proposed lot contains the well and the property owner is presently working with Siouxland District Health on identifying a compliant location for a new septic system relative to the new property line and an existing powerline easement held by NIPCO. Chad Barthman, with NIPCO has signed a document prepared by Siouxland District Health that would allow for a new septic tank and leach field to be installed within the powerline easement with the conditions that the location be marked. Kriener stated the new septic system will be located approximately in a similar location as it is now keeping in mind the required setbacks from the property line. Commissioner Bride inquired about the terms of the easement as it relates to access and maintenance. Priestley indicated that NIPCO is allowing for the septic system to be placed within the easement area as long as it is clearly marked. The preference is to be 16 feet east or more from the powerlines. The natural topography of the septic location would likely prevent vehicles from impacting the septic system. Kriener indicated that the easement is from 1953 and is covers over 40 acres and is not determined by a specific distance. Priestley presented the Commissioners with an updated version of the final plat that included the surveyor's signature line as well as a minor revision to the attorney's title opinion. Staff recommends approval of this proposal. Motion to close public hearing: Parker. Second: Meister. Motion approved 4-0. Motion to recommend approval of the Williams Third Strike, Second Addition, Minor Subdivision to the Board of Supervisors: O'Tool. Second: Parker. Motion approved 4-0.

**Public Comment on Matters Not on the Agenda**

None.

**Commissioner Comment or Inquiry**

None.

**Staff Update**

Priestley informed Commissioners there will be a regular meeting June 27, 2022.

**Adjourn**

The meeting adjourned at 6:20 PM.



WOODBURY COUNTY  
**ZONING COMMISSION**  
WOODBURY COUNTY COURTHOUSE  
620 DOUGLAS STREET  
SIOUX CITY, IA 51101

Woodbury County Board of Supervisors  
620 Douglas Street  
Sioux City, Iowa 51101

June 1, 2022

RE: Zoning Commission Recommendation to the Board of Supervisors

**William's Third Strike, Second Addition Minor Subdivision Proposal**  
Parcel #894603400006  
T89N R46W (Concord Township), Section 3  
SE ¼ of the SW ¼ & SW ¼ of the SE ¼  
Agricultural Preservation (AP) Zoning District  
Floodplain District: Zone X (Not in Special Flood Hazard Area)  
Address: 1741 110th St., Sioux City, IA 51106

Dear Board of Supervisors:

This letter is to inform you that the Woodbury County Zoning Commission held a special public meeting for a public hearing on June 1, 2022 to review the *William's Third Strike, Second Addition* final plat minor subdivision proposal.

Following the public hearing, the Zoning Commission voted 4 to recommend acceptance and approval of the *William's Third Strike, Second Addition*, minor subdivision final plat to the Board of Supervisors.

Dated this 1st Day of June, 2022

  
Tom Bride, Vice-Chair  
Woodbury County Zoning Commission

ATTEST:



Daniel Priestley, Zoning Coordinator  
Woodbury County Community & Economic Development

**APPLICATION**

WOODBURY COUNTY, IOWA  
MINOR SUBDIVISION APPLICATION

Applicant: Mark and Lori Williams  
Name of Owner

Mailing Address: 1902 - 110th Street, Sioux City, IA 51108  
Street City or Town State and Zip + 4

Property Address: 1741 - 110th Street, Sioux City, IA 51108  
Street City or Town State and Zip + 4

Ph/Cell #: 712-253-7837 E-mail Address: wildwillywo@aol.com  
*Mark Dan Kirtner 712-253-2540 dan.kirtner@aol.com*

To subdivide land located in the SW 1/4 SE1/4 Quarter of Section 3-89-46

Civil Township Concord GIS Parcel # 894603400006

Name of Subdivision: Williams Third Strike, Second Addition

Subdivision Area in Acres 2.82 Tax, 3.59 Gross Number of Lots One

**Attachments:**

1. Ten (10) copies of grading plans; if required.
2. Ten (10) copies of final plats (Complete per Section 4.01 of the Subdivision Ordinance).
3. An attorney's opinion of the abstract.
4. A Certified abstractor's certificate to include:
  - a. Legal description of proposed subdivision.
  - b. Plat showing clearly the boundaries of the subdivision.
  - c. A list of names, mailing addresses (including the ZIP + 4), and legal descriptions of all property owners within 1000'.

Surveyor: David Wilberding Ph/Cell: 712-548-6325

Attorney: Robert Rehan Ph/Cell: 712-255-1085

I hereby grant permission to the Woodbury County Zoning Staff and elected or appointed officials to conduct on-site inspections.

Owner's Signature: *[Signature]*

Zoning Director: *[Signature]*  
*Coordinator*

**For Office Use Only:**

Zoning District AP Flood District X Date 5-3-22 No. 6763

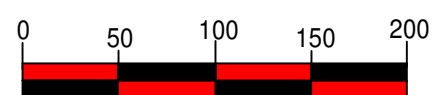
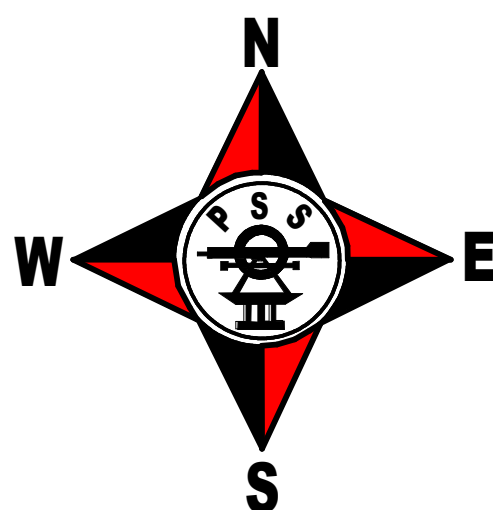
Application Fee 4 Lots or less (\$200) 200 *ck# 2306*

5 Lots or more (\$250 plus \$5 per lot) \_\_\_\_\_



Index Legend

Location: Section 3, Township 89N, Range 46W, SW1/4 SE1/4
Requestor: Mark Williams
Proprietor: Mark E. & Lori A. Williams
Surveyor: David L. Wilberding
Company: PSS Inc.
Return To: David L. Wilberding, #8 Brady Drive, Cherokee, IA 51012



SCALE 1" = 100'

Date Survey April 2022

- Legend for symbols: Set 1/2" Rebar W/Blue Cap #10315, Set Mag Nail, Found 1/2" Rebar W/Yellow Cap #5542

Table with 3 columns: Property Line Id, Bearing, Distance. Lists lines L1 through L9 with their respective bearings and distances.

FINAL PLAT
"William's Third Strike, Second Addition"
a Minor Subdivision,
to Woodbury County, Iowa



Location Map - No Scale

Owner / Subdivider: Mark E. & Lori A. Williams
Surveyor: David L. Wilberding
Address: 1902 110th St, Sioux City IA 51108

- NOTES: 1) Electrical Utility Provider: Woodbury REC; 2) Telephone & Internet Utility Provider: Century Link; 3) Residential Minimum Lot Area: 2 acres

Zoning: Current Zoning = AP, Proposed Zoning = No Change

BOARD OF SUPERVISOR'S RESOLUTION

RESOLUTION NO. RESOLUTION ACCEPTING AND APPROVING "WILLIAMS THIRD STRIKE, SECOND ADDITION", WOODBURY COUNTY, IOWA. WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE DAY OF 2022, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS "WILLIAMS THIRD STRIKE, SECOND 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.

PASSED AND APPROVED THIS DAY OF 2022.

KEITH RADIG, CHAIRMAN, BOARD OF SUPERVISORS, WOODBURY COUNTY, IOWA

ATTEST: PATRICK F. GILL, SECRETARY

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: MARK E. WILLIAMS AND LORI A. WILLIAMS, HUSBAND AND WIFE, THE OWNERS OF THE REAL ESTATE DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, HAVE IN THE PURSUANCE OF LAW, CAUSED SAID DESCRIBED REAL ESTATE TO BE SURVEYED, STAKED AND PLATTED INTO LOTS AND STREETS, AS IS PARTICULARLY SHOWN AND SET FORTH IN THE ATTACHED PLAT AND SAID CERTIFICATE OF DAVID L. WILBERDING, A PROFESSIONAL LAND SURVEYOR WHO SURVEYED AND PLATTED THE REAL ESTATE TO BE KNOWN AS "WILLIAMS THIRD STRIKE, SECOND ADDITION", WOODBURY COUNTY, IOWA, AND THAT THE SAME IS PREPARED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AS OWNERS AND PROPRIETORS THEREOF.

EXECUTED AT IOWA, THE DAY OF 2022.

MARK E. WILLIAMS

LORI A. WILLIAMS

INDIVIDUAL ACKNOWLEDGMENT

ON THIS DAY OF 2022 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED MARK E. WILLIAMS AND LORI A. WILLIAMS, HUSBAND AND WIFE, TO ME KNOWN TO BE THE PERSONS NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR VOLUNTARY ACT AND DEED.

NOTARY PUBLIC IN AND FOR SAID STATE

COUNTY ENGINEER'S CERTIFICATE

I, MARK NAHRA, P.E. COUNTY ENGINEER FOR WOODBURY COUNTY, IOWA, DO HEREBY CERTIFY THAT THE BOUNDARY LINES OF THE PLAT AND LOTS THEREIN WERE MATHEMATICALLY CHECKED AND CONFORM WITH THE REQUIREMENTS AS PROVIDED FOR IN THE SUBDIVISION ORDINANCE, THAT ALL DIMENSIONS BOTH LINEAL AND ANGULAR NECESSARY FOR THE LOCATION OF LOTS, TRACTS, STREETS, ALLEYS AND EASEMENTS ARE SHOWN.

MARK NAHRA, P.E. COUNTY ENGINEER, WOODBURY COUNTY, IOWA

CERTIFICATE OF COUNTY ASSESSOR

I, JULIE CONOLLY, HEREBY CERTIFY THAT ON THE DAY OF 2022, A COPY OF THIS PLAT WAS FILED IN THE WOODBURY COUNTY ASSESSOR'S OFFICE.

DATED

JULIE CONOLLY, WOODBURY COUNTY ASSESSOR

RESOLUTION AND CERTIFICATE OF THE WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA

I, CHRIS ZELLMER ZANT, DO HEREBY CERTIFY THAT I AM THE CHAIRMAN OF THE WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA AND DO FURTHER CERTIFY THAT SAID COMMISSION HAS HERETOFORE TAKEN UNDER ADVICE THE PLAT OF "WILLIAMS THIRD STRIKE, SECOND ADDITION", WOODBURY COUNTY, IOWA, AND THAT SAID WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA DID ON THE DAY OF 2022 APPROVE THE SAME AND DOES FURTHER HEREBY RECOMMEND TO THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, IOWA, THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

CHRIS ZELLMER ZANT, CHAIRMAN OF THE WOODBURY COUNTY ZONING COMMISSION, WOODBURY COUNTY, IOWA

AUDITOR AND RECORDER'S CERTIFICATE OF RECORDING

STATE OF IOWA: COUNTY OF WOODBURY: DOCKET NO: FILED FOR RECORD, THIS DAY OF 2022 AT O'CLOCK M. RECORDED IN PLAT ENVELOPE INDEXED AND DELIVERED TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA. DATED

PATRICK F. GILL, AUDITOR AND RECORDER, WOODBURY COUNTY, IOWA BY: DIANE SWOBODA PETERSON, DEPUTY

TITLE OPINION

TO: COUNTY AUDITOR AND RECORDER, WOODBURY COUNTY, IOWA

DEAR SIR/MADAM:

We have this date examined a complete abstract of title, pursuant to Iowa Code Section 354.11(3), to the property described in the Surveyor's Certificate on the Plat of Williams Third Strike Second Addition to Woodbury County, Iowa, described more particularly as:

A parcel of land described as being a part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Three (3), Township Eighty-nine (89) North, Range Forty-six (46) West of the Fifth (5th) Principal Meridian, Woodbury County, Iowa, further described as follows:

Commencing at the Southeast corner of Southeast Quarter (SE 1/4) of said Section Three (3); thence North Eighty-eight Degrees Fifty Minutes Thirty-one Seconds (N 88°50'31") West on the South line of the Southeast Quarter (SE 1/4) of said Section Three (3), a distance of Two Thousand Two Hundred Seventeen and Fifty-six Hundredths feet (2,217.56') to the Point of Beginning, thence continuing North Eighty-eight Degrees Fifty Minutes Thirty-one Seconds (N 88°50'31") West on the South line, a distance of Four Hundred Thirty-eight and Sixty-one Hundredths feet (438.61') to the Southwest corner of the Southeast Quarter (SE 1/4) of Section Three (3); thence North One Degree Thirteen Minutes Forty-seven Seconds (N 01°13'47") East, a distance of Two Hundred Eighty-one and Eighty-five Hundredths feet (281.85'); thence North Forty-five Degrees Thirty-seven Minutes Fourteen Seconds (N 45°37'14") East, a distance of One Hundred Sixteen and Fifty Hundredths feet (116.50'); thence South Eighty-eight Degrees Fifty Minutes Thirty-one Seconds (S 88°50'31") East, a distance of Three Hundred Fifty-five and Twenty-five Hundredths feet (355.25'); thence South Zero Degrees Fifty-six Minutes Sixteen Seconds (S 00°56'16") West, a distance of Three Hundred Sixty-five feet (365.00') to the Point of Beginning; contains a total of 3.59 Acres, inclusive of a Public Roadway Easement of 0.77 Acres and was last certified by Engleson Abstract Co., Inc. dated 2022 at 8:59 o'clock a.m. and from said abstract find good and merchantable title to said premises vested in Mark E. Williams and Lori A. Williams, husband and wife, the proprietors, free and clear of all mortgages, liens and other encumbrances, except the following:

- a) Easement filed May 2, 1968 in Book 1181, Page 323 conveyed to Woodbury County for use as a public highway.
b) Easement filed March 7, 1996 on Roll 344, Image 304 conveyed to Northwest Iowa Power Cooperative, its successors and assigns in connection with an electric transmission line.
c) Zoning Regulations from the Woodbury County Board of Supervisors to The Public, dated January 11, 1971, filed March 5, 1971, and recorded in Book 1263, Pages 9 to 78, in the office of the Woodbury County Recorder.
d) Resolution Nos. 6332 and 6333 dated May 12, 1977, and filed in the Office of the County Recorder, Woodbury County, Iowa, on Roll 62 at Images 2118 and 2120.
e) Notice of filing of soil and water resource conservation plan filed for record July 29, 1992, and recorded in Roll 266, Image 2343.
f) Resolution No. 9460 filed December 12, 2000 on Roll 475, Image 935.
g) Resolution No.10,455 filed August 29, 2008 on Roll 699, Image 7213.
h) Resolution No. 10,456 filed August 29, 2008 on Roll 699, Image 7313.
i) Ordinance No. 61 filed February 28, 2022 as Inst. #2022-02525.
j) Matters shown on the final plat of Williams Third Strike Second Addition to Woodbury County, Iowa.
k) All certified real estate taxes and special assessments due and payable have been paid. Real estate taxes and special assessments not certified are a lien in an undetermined amount.

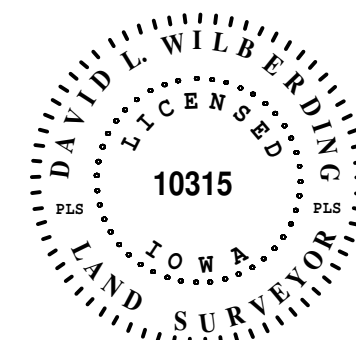
DATED: 2022.

ROBERT J. REHAN, ATTORNEY AT LAW

SURVEYOR'S CERTIFICATE

I, DAVID L. WILBERDING, A DULY LICENSED LAND SURVEYOR UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF IOWA, HOLDING CERTIFICATE NO. 10315, DO HEREBY CERTIFY THAT THE SUBDIVISION PLAT OF "WILLIAMS THIRD STRIKE, SECOND ADDITION", WOODBURY COUNTY, IOWA, IS A TRUE REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE SAME IS LOCATED UPON AND COMPRISES THE WHOLE OF THE ATTACHED DESCRIBED PROPERTY. I DO HEREBY CERTIFY THAT THERE ARE CONTAINED IN SAID DESCRIPTION THE LOTS AND STREETS DESCRIBED IN THE ADDITION PLATTED; THAT THE SAME ARE OF THE DIMENSIONS, NUMBERS, NAMES AND LOCATIONS AS SHOWN ON SAID PLAT AND THAT IRON STAKES WERE DRIVEN AT EACH CORNER OF EVERY LOT AND TRACT EXCEPT AS NOTED ON SAID PLAT. DATED AT SIOUX CITY, IOWA 2022.

DAVID L. WILBERDING IOWA PLS #10315 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023 Number of Pages covered by this certification. = 1



AUDITOR'S APPROVAL OF SUBDIVISION NAME OR TITLE

THE COUNTY AUDITOR HEREBY ACCEPTS AND APPROVES THE NAME OF "WILLIAMS THIRD STRIKE, SECOND ADDITION", WOODBURY COUNTY, IOWA, FOR USE IN WOODBURY COUNTY, IOWA AS REQUIRED BY IOWA CODE SECTION 354.6(2).

DATED 2022.

PATRICK F. GILL, WOODBURY COUNTY AUDITOR BY: DIANE SWOBODA PETERSON, DEPUTY

TREASURER'S CERTIFICATE OF TAXES AND SPECIAL ASSESSMENTS

I, TINA BERTRAND, TREASURER OF WOODBURY COUNTY, IOWA, DO HEREBY CERTIFY THAT THE LAND DESCRIBED IN THE ATTACHED AND FOREGOING SURVEYOR'S CERTIFICATE IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

DATED

TINA BERTRAND, TREASURER, WOODBURY COUNTY, IOWA

**Index Legend**

Location: Section 3, Township 89N, Range 46W, SW14 SE14  
 Requestor: Mark Williams  
 Proprietor: Mark E. & Lori A. Williams  
 Surveyor: David L. Wilberding  
 Company: PSS Inc  
 Return To: David L. Wilberding, #8 Brady Drive, Cherokee, IA 51012  
 pss@surveyiowa.com | (712)548-8325



# FINAL PLAT

## "William's Third Strike, Second Addition"

### a Minor Subdivision, to Woodbury County, Iowa

**Location Map - No Scale**

Owner / Subdivisor: Mark E. & Lori A. Williams  
 1902 110th St  
 Sioux City IA 51108

Surveyor: David L. Wilberding  
 #8 Brady Drive  
 Cherokee, Iowa 51012

**NOTES**

- 1) Electrical Utility Provider: Woodbury REC
- 2) Telephone & Internet Utility Provider: Century Link
- 3) Residential Minimum Lot Area: 2 acres Minimum Lot Width: 200' Setbacks: Front 100' Side 20' Rear 50'

**Zoning**  
 Current Zoning - AP  
 Proposed Zoning - No Change

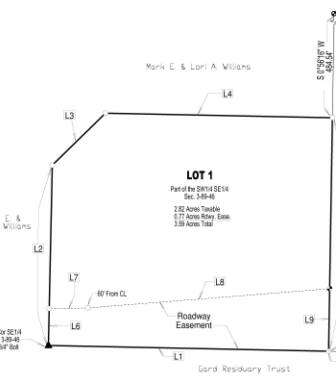
**Legal Description for Parcel "William's 3rd Strike, Second Addition":**

A parcel of land described as being a part of the Southwest Quarter of the Southeast Quarter of Section 3 Township 89 North, Range 46 West of the 5th P.M., Woodbury County, Iowa, further described as follows:

Commencing at the Southeast corner of SE14 of said Section 3; thence N 88°50'31" W on the South line of the SE14 of said Section 3, a distance of 2217.56 feet to the POINT OF BEGINNING; thence continuing N 88°50'31" W on said South line, a distance of 438.61 feet to the Southwest corner of the SE14 of said Section 3; thence N 1°13'47" E, a distance of 281.85 feet; thence N 45°37'14" E, a distance of 116.50 feet; thence S 88°50'31" E, a distance of 355.25 feet; thence S 0°56'16" W, a distance of 365.00 feet; thence N 1°13'47" E, a distance of 62.50 feet; thence S 89°14'25" W, a distance of 62.50 feet; thence S 85°28'29" W, a distance of 379.58 feet; thence S 0°56'16" W, a distance of 97.80 feet to the POINT OF BEGINNING.

For this Survey, the South line of the SE14 of said Section 3 is assumed to bear N 88°50'31" W.

Property Line & ROW Line Data	Distance
L1 Bearing	
L1 N 88°50'31" W	438.61
L2 N 1°13'47" E	281.85
L3 N 45°37'14" E	116.50
L4 S 88°50'31" E	355.25
L5 S 0°56'16" W	365.00
L6 N 1°13'47" E	62.50
L7 S 89°14'25" W	62.50
L8 S 85°28'29" W	379.58
L9 S 0°56'16" W	97.80



**SURVEYOR'S CERTIFICATE**

I, DAVID L. WILBERDING, A DULY LICENSED LAND SURVEYOR UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF IOWA, HOLDING CERTIFICATE NO. 10315, DO HEREBY CERTIFY THAT THE SUBDIVISION PLAT OF "WILLIAMS THIRD STRIKE, SECOND ADDITION, WOODBURY COUNTY, IOWA, IS A TRUE REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE SAME IS LOCATED UPON AND COMPRISES THE WHOLE OF THE ATTACHED DESCRIBED PROPERTY.

I DO HEREBY CERTIFY THAT THERE ARE CONTAINED IN SAID DESCRIPTION THE LOTS AND STREETS DESCRIBED IN THE ADDITION PLATTED; THAT THE SAME ARE OF THE DIMENSIONS, NUMBERS, NAMES AND LOCATIONS AS SHOWN ON SAID PLAT AND THAT IRON STAKES WERE DRIVEN AT EACH CORNER OF EVERY LOT AND TRACT EXCEPT AS NOTED ON SAID PLAT. DATED AT SIOUX CITY, IOWA, \_\_\_\_\_, 2022.

DAVID L. WILBERDING IOWA PLS #10315  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023  
 Number of Pages covered by this certification. = 1



**BOARD OF SUPERVISORS'S RESOLUTION**

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION ACCEPTING AND APPROVING "WILLIAMS THIRD STRIKE, SECOND ADDITION", WOODBURY COUNTY, IOWA. WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS "WILLIAMS THIRD STRIKE, SECOND 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 "WILLIAMS THIRD STRIKE, SECOND 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

KEITH RADIG  
 CHAIRMAN, BOARD OF SUPERVISORS  
 WOODBURY COUNTY, IOWA

ATTEST: PATRICK F. GILL, SECRETARY

**AUDITOR AND RECORDER'S CERTIFICATE OF RECORDING**

STATE OF IOWA: \_\_\_\_\_ :SS  
 COUNTY OF WOODBURY: \_\_\_\_\_

DOCKET NO. \_\_\_\_\_

FILED FOR RECORD, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

RECORDED IN PLAT ENVELOPE \_\_\_\_\_ INDEXED AND \_\_\_\_\_

DELIVERED TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA.

DATED \_\_\_\_\_, 2022.

**AUDITOR'S APPROVAL OF SUBDIVISION NAME OR TITLE**

THE COUNTY AUDITOR HEREBY ACCEPTS AND APPROVES THE NAME OF "WILLIAMS THIRD STRIKE, SECOND ADDITION, WOODBURY COUNTY, IOWA" FOR USE IN WOODBURY COUNTY, IOWA AS REQUIRED BY IOWA CODE SECTION 354.6(2).

DATED \_\_\_\_\_, 2022.

PATRICK F. GILL  
 WOODBURY COUNTY AUDITOR  
 BY: DIANE SWOBODA PETERSON, DEPUTY

**TREASURER'S CERTIFICATE OF TAXES AND SPECIAL ASSESSMENTS**

I, TINA BERTRAND, TREASURER OF WOODBURY COUNTY, IOWA, DO HEREBY CERTIFY THAT THE LAND DESCRIBED IN THE ATTACHED AND FOREGOING SURVEYOR'S CERTIFICATE IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

DATED \_\_\_\_\_, 2022.

TINA BERTRAND  
 TREASURER  
 WOODBURY COUNTY, IOWA

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, MARK E. WILLIAMS AND LORI A. WILLIAMS, HUSBAND AND WIFE, THE OWNERS OF THE REAL ESTATE DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, HAVE IN THE PURSUANCE OF LAW, CAUSED SAID DESCRIBED REAL ESTATE TO BE SURVEYED, STAKED AND PLATTED INTO LOTS AND STREETS, AS IS PARTICULARLY SHOWN AND SET FORTH IN THE ATTACHED PLAT AND SAID CERTIFICATE OF DAVID L. WILBERDING, A PROFESSIONAL LAND SURVEYOR WHO SURVEYED AND PLATTED THE REAL ESTATE TO BE KNOWN AS "WILLIAMS THIRD STRIKE, SECOND ADDITION, WOODBURY COUNTY, IOWA, AND THAT THE SAME IS PREPARED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AS OWNERS AND PROPRIETORS THEREOF.

EXECUTED AT \_\_\_\_\_, IOWA, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

MARK E. WILLIAMS  
 LORI A. WILLIAMS

**INDIVIDUAL ACKNOWLEDGMENT**

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED MARK E. WILLIAMS AND LORI A. WILLIAMS, HUSBAND AND WIFE, TO ME KNOWN TO BE THE PERSONS NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR VOLUNTARY ACT AND DEED.

NOTARY PUBLIC IN AND FOR SAID STATE

**COUNTY ENGINEER'S CERTIFICATE**

I, MARK NAHRA, P.E., COUNTY ENGINEER FOR WOODBURY COUNTY, IOWA, DO HEREBY CERTIFY THAT THE BOUNDARY LINES OF THE PLAT AND LOTS THEREIN WERE MATHEMATICALLY CHECKED AND CONFORM WITH THE REQUIREMENTS AS PROVIDED FOR IN THE SUBDIVISION ORDINANCE, THAT ALL DIMENSIONS BOTH LINEAL AND ANGULAR NECESSARY FOR THE LOCATION OF LOTS, TRACTS, STREETS, ALLEYS AND EASEMENTS ARE SHOWN.

MARK NAHRA, P.E.  
 COUNTY ENGINEER  
 WOODBURY COUNTY, IOWA

**CERTIFICATE OF COUNTY ASSESSOR**

I, JULIE CONOLLY, HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, A COPY OF THIS PLAT WAS FILED IN THE WOODBURY COUNTY ASSESSOR'S OFFICE.

DATED \_\_\_\_\_, 2022.

JULIE CONOLLY  
 WOODBURY COUNTY ASSESSOR

**RESOLUTION AND CERTIFICATE OF THE WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA**

I, CHRIS ZELLMER ZANT, DO HEREBY CERTIFY THAT I AM THE CHAIRMAN OF THE WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA AND DO FURTHER CERTIFY THAT SAID COMMISSION HAS HERETOFORE TAKEN UNDER ADVICEMENT THE PLAT OF "WILLIAMS THIRD STRIKE, SECOND ADDITION", WOODBURY COUNTY, IOWA, AND THAT SAID WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY, IOWA DID ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 APPROVE THE SAME AND DOES FURTHER HEREBY RECOMMEND TO THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, IOWA, THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

CHRIS ZELLMER ZANT, CHAIRMAN OF THE WOODBURY COUNTY ZONING COMMISSION, WOODBURY COUNTY, IOWA

PATRICK F. GILL  
 AUDITOR AND RECORDER  
 WOODBURY COUNTY, IOWA  
 BY: DIANE SWOBODA PETERSON, DEPUTY

TITLE OPINION

TO: COUNTY AUDITOR AND RECORDER  
 WOODBURY COUNTY, IOWA

DEAR SIR/MADAM:

We have this date examined a complete abstract of title, pursuant to Iowa Code Section 354.11(3), to the property described in the Surveyor's Certificate on the Plat of Williams Third Strike Second Addition to Woodbury County, Iowa, described more particularly as:

A parcel of land described as being a part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Three (3), Township Eighty-nine (89) North, Range Forty-six (46) West of the Fifth (5th) Principal Meridian, Woodbury County, Iowa, further described as follows:

Commencing at the Southeast corner of Southeast Quarter (SE ¼) of said Section Three (3); thence North Eighty-eight Degrees Fifty Minutes Thirty-one Seconds (N 88°50'31" W) West on the South line of the Southeast Quarter (SE ¼) of said Section Three (3), a distance of Two Thousand Two Hundred Seventeen and Fifty-six Hundredths feet (2,217.56) to the Point of Beginning, thence continuing North Eighty-eight Degrees Fifty Minutes Thirty-one Seconds (N 88°50'31" W) West on the South line, a distance of Four Hundred Thirty-eight and Sixty-one Hundredths feet (438.61) to the Southwest corner of the Southeast Quarter (SE ¼) of Section Three (3); thence North One Degree Thirteen Minutes Forty-seven Seconds (N 1°13'47" E) East, a distance of Two Hundred Eighty-one and Eighty-five Hundredths feet (281.85); thence North Forty-five Degrees Fifty-seven Minutes Fourteen Seconds (N 45°37'14" E) East, a distance of One Hundred Sixteen and Fifty Hundredths feet (116.50); thence South Eighty-eight Degrees Fifty Minutes Thirty-one Seconds (S 88°50'31" E) East, a distance of Three Hundred Fifty-five and Twenty-five Hundredths feet (355.25); thence South Zero Degrees Fifty-six Minutes Sixteen Seconds (S 0°56'16" W) West, a distance of Three Hundred Sixty-five feet (365.00) to the Point of Beginning; contains a total of 3.59 Acres, inclusive of a Public Roadway Easement of 0.77 Acres and was last certified by Englehart Abstract Co., Inc. dated \_\_\_\_\_, 2022 at 8:59 o'clock a.m. and from said abstract first good and merchantable 188 to said premises vested in Mark E. Williams and Lori A. Williams, husband and wife, the proprietors, free and clear of all mortgages, liens and other encumbrances, except the following:

- a) Easement filed May 2, 1968 in Book 1181, Page 323 conveyed to Woodbury County for use as a public highway.
- b) Easement filed March 7, 1996 on Roll 344, Image 304 conveyed to Northwest Iowa Power Cooperative, its successors and assigns in connection with an electric transmission line.
- c) Zoning Regulations from the Woodbury County Board of Supervisors to the Public, dated January 11, 1971, filed March 5, 1971, and recorded in Book 1263, Pages 9 to 78, in the office of the Woodbury County Recorder.
- d) Resolution Nos. 6332 and 6333 dated May 12, 1977, and filed in the Office of the County Recorder, Woodbury County, Iowa, on Roll 62 at Images 2118 and 2120.
- e) Notice of filing of soil and water resource conservation plan filed for record July 29, 1992, and recorded in Roll 266, Image 2343.
- f) Resolution No. 9460 filed December 12, 2000 on Roll 475, Image 935.
- g) Resolution No. 10,455 filed August 29, 2008 on Roll 699, Image 7213.
- h) Resolution No. 10,456 filed August 29, 2008 on Roll 699, Image 7313.
- i) Ordinance No. 61 filed February 28, 2022 as Inst. #2022-02525.
- j) Matters shown on the final plat of Williams Third Strike Second Addition to Woodbury County, Iowa.
- k) All certified real estate taxes and special assessments due and payable have been paid. Real estate taxes and special assessments not certified are a lien in an undetermined amount.

DATED \_\_\_\_\_, 2022.

ROBERT J. REHAN  
 ATTORNEY AT LAW

## CED STAFF - REVIEW CRITERIA (SUBDIVISION ORDINANCE)

The County's Zoning and Subdivision Ordinances require certain actions from County staff and the Planning and Zoning Commission. Per these requirements, CED staff:

shall review a subdivision application for completeness and for approval of a final plat by ensuring it is submitted in accordance with the standards for a subdivision plat per Iowa Code.

Staff reviewed the subdivision application, deemed it complete, and verified the final plat's conformance to the County's Zoning Ordinance, Subdivision Ordinance, and the Code of Iowa, all as required by law.

shall accept payment of applicable fees, and distribute copies of the final plat to the Planning & Zoning Commission, the appropriate county departments and public utilities; and



	Staff received the application fee and the account is paid-in-full. Staff also distributed copies of the application, final plat, and other materials to all relevant stakeholders as required.
	<b>shall coordinate with the County Engineer who shall review the final plat to determine conformance with the engineering design standards of these regulations and to verify accuracy of the legal descriptions and survey data; and</b>
	Staff have received written confirmation that the County Engineer has reviewed and determined that the final plat conforms to the engineering and design standards of these regulations, and he has verified the accuracy of the legal descriptions and survey data.
	<b>shall review the final plat to determine conformance with the design standards of these regulations and with the required form of the plat and related documents; and</b>
	Staff verified that the final plat conforms to the design standards of these regulations, as well as the required form of the final plat.
	<b>shall assure conformance with the goals and objectives of the County's General Plan, the CED staff may make recommendations for conditions for approval including use restrictions required to preserve and improve the peace, safety, health, welfare, comfort, and convenience of the future residents of the subdivision and neighboring properties.</b>
	Staff attest to the final plat conforming to the goals and objectives of the county plan. Staff recommends approval of the final plat.

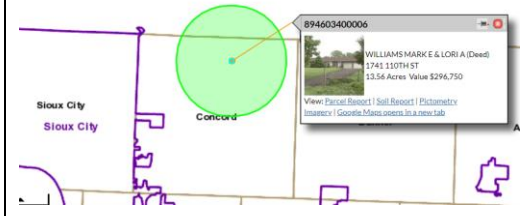
**ZONING COMMISSION - REVIEW CRITERIA (SUBDIVISION ORDINANCE)**

The County's Zoning and Subdivision Ordinances require certain actions from County staff and the Planning and Zoning Commission. Per these requirements, the Planning and Zoning Commission:

	<b>shall conduct a public hearing on a final plat for a minor subdivision. Notice of the date, time and location of the hearing will be mailed to the owners of all property within 1,000 feet for the subject property not less than four nor more than twenty days prior to the date of the hearing; and</b>
	Staff have ensured that the legal requirements have been met for publicly noticing this public hearing, all as required by law. Staff have also ensured the notice requirement for adjacent landowners within 1000 FT have also been met.
	<b>shall review the final plat and the staff reports and other information presented to determine whether the plat conforms to the ordinances, general plan and other policies of the county; and</b>
	Staff have compiled, reviewed, and analyzed all relevant materials to determine whether the plat conforms to the ordinances, general plan, and other policies of the County, or not. Staff provided this information in a "Staff Report" format and made them available to the Commission well in advance of the required public hearing. The Commission also held a public hearing to review, analyze, and discuss the final plat and other relevant information.
	<b>may recommend specific conditions for approval including use restrictions required to preserve and improve the peace, safety, health, welfare, comfort, and convenience of the future residents of the subdivision and neighboring properties; and</b>
	Staff does not recommend any specific conditions for this final plat. However, specific conditions (if any) may be recommended by the Commission.
	<b>shall forward a report of its finding and a recommendation to the Board of Supervisors. The recommendation shall be in the form of a resolution to be certified as part of the final plat materials. A copy of the report and the resolution shall also be forwarded to the property owner, the subdivider and the land surveyor for the subdivision.</b>
	During its required public hearing on the final plat, the Board of Supervisors will receive the final staff report and the Commission's recommendation on said plat and shall approve, approve with conditions, or disapprove the plat. The Supervisors may table the matter with the consent of the subdivider. Approval shall be in the form of a resolution to be certified as part of the final plat. Staff will coordinate with the subdivider and land surveyor to ensure all copies and recordings are submitted and received, all as required by law.

## EXTRATERRITORIAL REVIEW

This property is greater than two (2) miles from any incorporated jurisdictions and does not require extraterritorial review under Iowa Code, Section 354.9.



## LEGAL NOTIFICATION

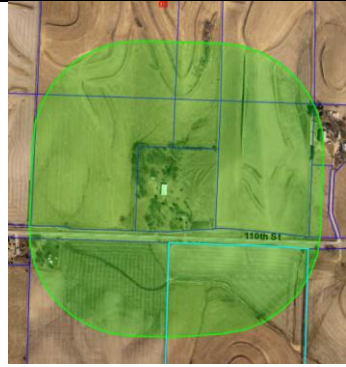
Published in the Sioux City Journal's Legals Section on **May 27, 2022**.

Douglas Streets, Sioux City, Iowa. Copies of said items may now be examined at the office of Woodbury County Community and Economic Development, on the 6th Floor of said courthouse by any interested persons. All persons who wish to be heard in respect to this matter should appear at the aforesaid hearing in person or call: 712-454-1133 and enter the Conference ID: 516 721 135# during the meeting to listen or comment.

Item One (1)  
**PROPOSED MINOR SUBDIVISION:** To be known as William's Third Strike, Second Addition - a one-lot minor subdivision in a 3.59-acre portion of Section 3, T89N, R46W (Concord Township) in the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ on Parcel 894603400006. The parent parcel is located about 3.5 miles east of Sioux City. The property is located in the Agricultural Preservation (AP) Zoning District. Applicant (Property Owner): Mark E. Williams & Lori A. Williams, Property Address, 1741 110th St., Sioux City, IA 51108.

**NOTICE OF A SPECIAL PUBLIC HEARING REGARDING A MINOR SUBDIVISION PROPOSAL BEFORE THE WOODBURY COUNTY ZONING COMMISSION**  
 The Woodbury County Zoning Commission will hold a special public hearing on the following item hereafter described in detail on June 1, 2022 at 6:00 PM or as soon thereafter as the matter may be considered. Said hearing will be held in the Board of Supervisors' Meeting Room, Number 104, County Courthouse, 620

## PROPERTY OWNER(S) NOTIFICATION - 1000'



The **seven (7)** property owners within 1,000 FT; and listed within the certified abstractor's affidavit; were notified by a **May 24, 2022** letter of the special public hearing before the Woodbury County Zoning Commission on **June 1, 2022** in accordance with Woodbury County Zoning Ordinance Section 2.02.B(1) Public Notification. "In addition to Iowa Code Chapter 21 requirements for notice to new media and posting notice of public meetings at least 24 hours prior to a public meeting, notice to the public and due notice to parties in interest of the date, time and location of a public hearing on a zoning issue shall be given not less than **four** nor more than **twenty** days prior to the date of the hearing in the manner described herein."

As of **May 27, 2022**, the Community and Development office has received:

- 0 Phone Inquiries
- 0 Written Comments

The names of the property owners are listed below.

When more comments are received after the printing of this packet, they will be provided at the meeting.

Property Owner(s)	Mailing Address	Comments
Mark E. Williams & Lori A. Williams	1902 110th Street Sioux City IA 51108	No comments.
Shirley L. Westphalen, Trustee of the Shirley L. Westphalen 2018 Declaration of Trust	1476 110th Street Sioux City IA 51108	No comments.
Rodney D. Lieber	14 Spanish Bay Dakota Dunes SD 57049	No comments.
Michael K. Vrieze, Trustee of the Michael K. Vrieze Revocable Trust	1818 100th Street Sioux City IA 51108	No comments.
Linda B. Vrieze, Trustee of the Linda B. Vrieze Revocable Trust	1818 100th Street Sioux City IA 51108	No comments.
Julie K. Gard	1215 Carroll Avenue Sioux City IA 51108	No comments.
Gregory M. Anderson & Carolyn R. Anderson	1779 110 <sup>th</sup> Street Sioux City IA 51108	No comments.

## STAKEHOLDER COMMENTS

911 COMMUNICATIONS CENTER:	No issues here. - Glenn Sedivy, 5/4/22.
FIBERCOMM:	No comments.
IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR):	No comments.
LONGLINES:	No comments.
LUMEN:	No comments.
MAGELLAN PIPELINE:	This will not impact Magellan. - Bryan Ferguson, 5/5/22.
MIDAMERICAN ENERGY COMPANY (Electrical Division):	No conflicts for MEC electric. - Casey Meinen, 5/5/22.
MIDAMERICAN ENERGY COMPANY (Gas Division):	No conflicts for MEC Gas. - Tyler Ahlquist, 5/4/22.
NATURAL RESOURCES CONSERVATION SERVICES (NRCS):	No comments.
NORTHERN NATURAL GAS:	No comments.
NORTHWEST IOWA POWER COOPERATIVE (NIPCO):	SEE SIGNED STATEMENT FROM CHAD BARTHMAN AND EMAILS FROM JEFF ZETTEL BELOW
SIOUXLAND DISTRICT HEALTH DEPARTMENT:	SEE EMAILS FROM PAGE NELSON BELOW
WIATEL:	No comments.
WOODBURY COUNTY ASSESSOR:	No comments.
WOODBURY COUNTY CONSERVATION:	No comments.
WOODBURY COUNTY EMERGENCY MANAGEMENT:	I have no questions or concerns. - Rebecca Socknat, 5/9/22.
WOODBURY COUNTY EMERGENCY SERVICES:	No comments.
WOODBURY COUNTY ENGINEER:	SEE REVIEW MEMO FROM MARK NAHRA, PE, BELOW - 5/11/22.
WOODBURY COUNTY RECORDER:	I see no issues. Thank you. - Diane Swoboda Peterson, 5/5/22
WOODBURY COUNTY RURAL ELECTRIC COOPERATIVE (REC):	No comments.
WOODBURY COUNTY SOIL AND WATER CONSERVATION DISTRICT:	The WCSWCD has no comments regarding this proposed subdivision. - Neil Stockfleth, 5/4/22.
WOODBURY COUNTY TREASURER:	The taxes for this property have been paid in full. - Kim Koepke, 5/4/22.

The following is a statement signed by Chad Barthman, ROW/Inspection/Safety Coordinator, for NIPCO, allowing for the septic system to be installed within their easement to address concerns as referenced in the subsequent pages.

**SIOUXLAND  
DISTRICT HEALTH  
DEPARTMENT**



On May 23<sup>rd</sup>, 2022, a site visit was conducted at 1741 110<sup>th</sup> Street in Sioux City between buyers, sellers, septic contractor, NIPCO, Woodbury County Planning and Zoning, and Siouxland District Health Department to discuss the location for the new onsite septic system.

Onsite, it was observed that there is limited property space to install a new septic system that meets Chapter 69 Private Sewage Disposal System code requirements due to elevation, Chapter 69 well setback requirements, powerline easements, and rezoning resulting in new property lines.

After evaluating the property, Northwest Iowa Power Cooperative agreed to allow a new septic system consisting of a 1500-gallon tank and 250' of total leach field to be installed within the powerline easement (attached to permit). The septic tank and leach field must be clearly marked with PVC pipes and signage documenting the location of the septic system and to not drive over the marked area.

  
\_\_\_\_\_  
Signature

5-23-22

\_\_\_\_\_  
Date





Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID	894603400006	Alternate ID	873151	Owner Address	WILLIAMS MARKE & LORIA
Sec/Twp/Rng	3-89-46	Class	R		1902 110TH ST
Property Address	1741 110TH ST	Acreage	13.56		SIOUX CITY, IA 51108
	SIOUX CITY				
District	0025				
Brief Tax Description	S852.57' E327.59' SESW & S853.39' W438.61' SWSE 3-89-46				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 5/23/2022  
 Last Data Upload: 5/20/2022 7:02:28 PM

Developed by Schneider  
 OF SPATIAL

## Daniel Priestley

---

**From:** Jeff Zettel <jzettel@nipco.coop>  
**Sent:** Thursday, May 5, 2022 10:58 AM  
**To:** Daniel Priestley  
**Cc:** Jayme Huber  
**Subject:** RE: Comments Requested (Williams Third Strike Second Addition Minor Subdivision Proposal T89N R46W Concord Section 3)

**CAUTION:** This email originated from **OUTSIDE** of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. **If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.**

Dan,

NIPCO has reviewed the Williams Third Strike, Second Addition Minor Subdivision Proposal. **NIPCO has infrastructure (powerline) running through this property. Our easement dictates no structures, vegetation, or equipment within 50 feet of the centerline of the powerline.** With this in mind, NIPCO has no issues with this Subdivision.

Thanks,

Jeff



Northwest Iowa Power Cooperative  
31002 County Road C38, PO Box 240  
**Jeff Zettel** – Engineering Tech.  
712-546-3533  
877-384-3002-fax

## Daniel Priestley

---

**From:** Jeff Zettel <jzettel@nipco.coop>  
**Sent:** Thursday, May 12, 2022 11:17 AM  
**To:** Daniel Priestley  
**Subject:** RE: Comments Requested (Williams Third Strike Second Addition Minor Subdivision Proposal T89N R46W Concord Section 3)

**CAUTION:** This email originated from **OUTSIDE** of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. **If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.**

Dan,

That does appear to be in violation of the easement for the powerline. We will reject this zoning request. If that line would need maintenance or repairs we would have to get in there with the big line trucks.

Let me know if you have any questions or comments.

Thanks,

Jeff Zettel



Northwest Iowa Power Cooperative  
31002 County Road C38, PO Box 240  
**Jeff Zettel** – Engineering Tech.  
712-546-3533  
877-384-3002-fax

MAY 27 1954

ROLL 344 IMAGE 604

Easement No. #17  
Location No. 1 - Project 1A  
Line 1

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Ernest Zellmer  
and \_\_\_\_\_ (husband and wife) (single), for a good and valuable con-  
sideration, the receipt whereof is hereby acknowledged, do hereby grant unto Northwest Iowa Power Cooperative, a  
cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Le Mars, Iowa, and  
to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of \_\_\_\_\_  
Woodbury, State of Iowa, and more particularly described as follows:

The East Half ( $E\frac{1}{2}$ ) of the South West Quarter ( $SW\frac{1}{4}$ )  
and the West Half ( $W\frac{1}{2}$ ) of the South East Quarter ( $SE\frac{1}{4}$ )

# 13881 600  
WOODSBURY COUNTY, IOWA  
40.2 10.14 7  
Belame

Section 3, Township 89 North, Range 16 West of the Fifth P. M., and a right-of-way to con-  
struct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and  
distribution line or system, including all necessary or convenient poles, cross-arms, wares, cables, guy wires, brace-  
poles, anchors, ground connections, service lines, fixtures and appliances, for the transmission and distribution of  
electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent  
necessary to keep them clear of the electric line, or system, or that may interfere with or threaten to endanger the  
operation or maintenance of said line or system, said right-of-way being described as follows, to wit:

Along the North and South center section line between the  
East Half of the South West Quarter and the West Half of the  
South East Quarter.

All damages to the property of the grantor (other than to trees) caused by constructing, maintaining, replacing,  
repairing, or removing, said electric line or system shall be borne by the grantee, its successors or assigns.  
The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever  
character except those held by to Iowa Joint Stock Land Bank of Sioux City, filed April  
8, 1919 and recorded in Book 249, page 598.  
and except taxes and assessments not yet due.

It is further understood that, whenever necessary, words used in this instrument in the singular shall also be con-  
strued to read in the plural, and that words used in the masculine gender shall also be construed to read in the  
feminine, and vice versa.

And \_\_\_\_\_ hereby relinquishes and releases any right or interest she  
may have in and to the easement for the right-of-way herein granted, including the right of dower, distributive share,  
or homestead therein.

IN WITNESS WHEREOF, we have set our hands this 23rd day of September, A.D. 1953

Ernest Zellmer  
\_\_\_\_\_

STATE OF IOWA }  
Woodbury COUNTY } SS.

On this 23rd day of September, A.D. 1953, before me, Francis H. Condon, a

Notary Public in and for the County of Woodbury, State of Iowa, personally appeared \_\_\_\_\_

Ernest Zellmer

and \_\_\_\_\_

to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that  
(he) (they) executed the same as their voluntary act and deed.



Francis H. Condon  
\_\_\_\_\_

Notary Public in and for Woodbury County, Iowa

My Commission expires on the 4th day of July, 1954.

# SIouxLAND DISTRICT HEALTH

**From:** Paige Nelson  
**Sent:** Wednesday, May 11, 2022 7:47 AM  
**To:** Daniel Priestley; Ivy Bremer  
**Cc:** Dj Walsh  
**Subject:** RE: Comments Requested (Williams Third Strike Second Addition Minor Subdivision Proposal T89N R46W Concord Section 3)  
**Attachments:** 1741 110th St Site Plan.pdf

Hi Dan—  
I conducted a septic site visit on Monday for the property of 1741 110<sup>th</sup> Street. I have attached a site plan for the new septic system. The plan is to install a 1500-gallon tank and 3 leach field laterals of 84' in length for the 3-bedroom home. On the site map, is displayed the approximate new property lines. The leach field laterals will maintain the 10' property line setbacks, 100-feet from the well, and 10' off the drainage ditch.

Please let me know if you see any concerns with this plan.

Thanks,  
Paige

Paige Nelson  
Environmental Health Specialist, Siouxland District Health Department  
1014 Nebraska St. Sioux City, IA 51105  
Ph: 712-279-6119 | Fax: 712-255-2604  
[pnelson@siouxlanddistricthealth.org](mailto:pnelson@siouxlanddistricthealth.org)  
Visit us at: [www.siouxlanddistricthealth.org](http://www.siouxlanddistricthealth.org)



**From:** Paige Nelson  
**Sent:** Monday, May 16, 2022 10:20 AM  
**To:** Daniel Priestley  
**Cc:** Dj Walsh  
**Subject:** RE: Comments Requested (Williams Third Strike Second Addition Minor Subdivision Proposal T89N R46W Concord Section 3)

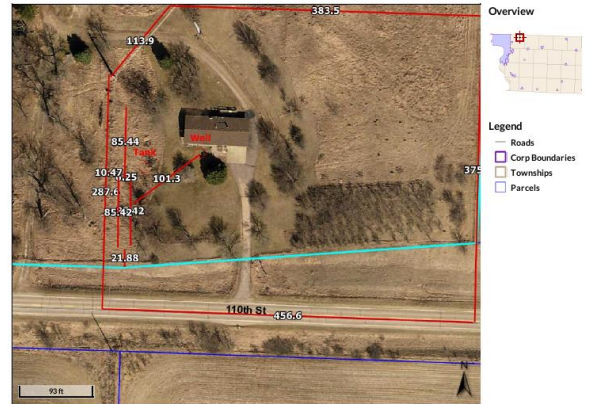
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Dan—  
I know you asked for an update on this property's septic system. Due to the 50-foot easement from the powerlines, the contractor plans to conduct a Time of Transfer Inspection on the current septic system. If the current septic serving the house, fails the Time of Transfer Inspection a new septic system would need to be installed. If this occurs, the plan would be to move the new septic to the East now due to the powerline easement.

Let me know if you have any other questions.

Thanks,  
Paige

Paige Nelson  
Environmental Health Specialist, Siouxland District Health Department  
1014 Nebraska St. Sioux City, IA 51105  
Ph: 712-279-6119 | Fax: 712-255-2604  
[pnelson@siouxlanddistricthealth.org](mailto:pnelson@siouxlanddistricthealth.org)  
Visit us at: [www.siouxlanddistricthealth.org](http://www.siouxlanddistricthealth.org)



Parcel ID 894603400006 Alternate ID 873151 Owner Address WILLIAMS MARKE & LORIA  
Sec/Twp/Rng 3-89-46 Class R 1902 110TH ST  
Property Address 1741 110TH ST Acreage 13.56 SIOUX CITY, IA 51108  
SIOUX CITY  
District 0025  
Brief Tax Description S852.57' E327.59' S55W & S853.39' W438.61' SWSE 3-89-46  
(Note: Not to be used on legal documents)

Date created: 5/11/2022  
Last Data Uploaded: 5/30/2022 7:21:22 PM  
Developed by SCHNEIDER  
GEOSPATIAL

## Daniel Priestley

---

**From:** Paige Nelson  
**Sent:** Monday, May 23, 2022 12:43 PM  
**To:** Chad Barthman; Daniel Priestley; Dan Kriener  
**Cc:** Jeff Zettel; Jayme Huber; walshdj17@yahoo.com  
**Subject:** RE: Mark Williams, 1741 - 110th Street  
**Attachments:** Site Visit.doc; Site Plan.pdf

**Follow Up Flag:** Followup  
**Flag Status:** Flagged

Good Afternoon—

Attached is a letter documenting the allowance of the new septic system to be installed within the powerline easement. Chad, please feel free to review and edit as necessary. Once signed, I will attach along with the easement to the septic permit.

Also included, is a site plan for the septic system. The plan is to install a new 1500-gallon tank and 250-feet of 3-foot wide infiltrator chamber (3 laterals of 84-feet). The most West lateral will be located approximately 16-feet off the new property line. A variance will be provided to allow the well to be within 90-feet of new leach field. Approximately 16-feet will be maintained off the South property line.

Please call with any questions.

Thanks,  
Paige

Paige Nelson

Environmental Health Specialist, Siouland District Health Department

1014 Nebraska St. Sioux City, IA 51105

Ph: 712-279-6119 | Fax: 712-255-2604

[pnelson@sioulanddistricthealth.org](mailto:pnelson@sioulanddistricthealth.org)

Visit us at: [www.sioulanddistricthealth.org](http://www.sioulanddistricthealth.org)







On May 23<sup>rd</sup>, 2022, a site visit was conducted at 1741 110<sup>th</sup> Street in Sioux City between buyers, sellers, septic contractor, NIPCO, Woodbury County Planning and Zoning, and Siouxland District Health Department to discuss the location for the new onsite septic system.

Onsite, it was observed that there is limited property space to install a new septic system that meets Chapter 69 Private Sewage Disposal System code requirements due to elevation, Chapter 69 well setback requirements, powerline easements, and rezoning resulting in new property lines.

After evaluating the property, Northwest Iowa Power Cooperative agreed to allow a new septic system consisting of a 1500-gallon tank and 250' of total leach field to be installed within the powerline easement (attached to permit). The septic tank and leach field must be clearly marked with PVC pipes and signage documenting the location of the septic system and to not drive over the marked area.

---

Signature

Date



**Overview**



**Legend**

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

<b>Parcel ID</b>	894603400006	<b>Alternate ID</b>	873151	<b>Owner Address</b>	WILLIAMS MARKE & LORIA
<b>Sec/Twp/Rng</b>	3-89-46	<b>Class</b>	R		1902 110TH ST
<b>Property Address</b>	1741 110TH ST	<b>Acreage</b>	13.56		SIOUXCITY, IA 51108
	SIOUXCITY				
<b>District</b>	0025				
<b>Brief Tax Description</b>	S 85.25° E 327.59' SESW & S 85.33° W 438.61' SWSE 3-89-46				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 5/23/2022  
 Last Data Uploaded: 5/20/2022 7:02:28 PM

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 GEOSPATIAL

**Daniel Priestley**

From: Dan Kriener <dan@kriener.com>  
Sent: Wednesday, May 25, 2022 2:13 PM  
To: Daniel Priestley; Paige Nelson  
Subject: Re: Subdivision Septic Mark Williams

**CAUTION:** This email originated from OUTSIDE of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. If you are asked for your username and password, please call WCCIC and DO NOT ENTER any data.

Dan and Paige:

David Wilberding will mark the west property line on Tuesday, May 31st. I will let you know when that has been completed. I will give you a measurement of the distance between the powerline pole and the property line.

I am sure that NIPCO and Mark Williams would be willing to sign an easement if necessary. Hopefully that will not be needed.

**Dan Kriener, AFM**  
President  
Kriener Farm Management, Inc.  
4110 Floyd Blvd.  
Sioux City, IA 51108

ph (712) 239-0311

Licensed Real Estate Broker in Iowa, Nebraska, and South Dakota

<http://www.krienerfarmmanagement.com/>

**Daniel Priestley**

From: Dan Kriener <dan@kriener.com>  
Sent: Wednesday, May 25, 2022 2:18 PM  
To: Daniel Priestley; Paige Nelson  
Subject: Re: Subdivision Septic Mark Williams

**CAUTION:** This email originated from OUTSIDE of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. If you are asked for your username and password, please call WCCIC and DO NOT ENTER any data.

Dan and Paige

I have reached out to the surveyor, David Wilberding to see if he has field notes on the distance between the laminated pole and the property line for Devin Woods.

David is on the road today so I hope to hear back tomorrow.

thank you.

**Dan Kriener, AFM**  
President  
Kriener Farm Management, Inc.  
4110 Floyd Blvd.  
Sioux City, IA 51108

ph (712) 239-0311

Licensed Real Estate Broker in Iowa, Nebraska, and South Dakota

<http://www.krienerfarmmanagement.com/>

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

From: Daniel Priestley <d.priestley@woodburycountyva.gov>  
To: Paige Nelson <pnelson@siouxlanddistricthealth.org>  
Cc: Dan Kriener <dan@kriener.com>  
Sent: Wed, May 25, 2022 2:05 pm  
Subject: Subdivision Septic Mark Williams

Paige,

This message is a follow up to the septic system discussion. After comparing the plat distance with the drawing as referenced, I am concerned about the septic location relative to the newly drawn property line. In the drawing below, it appears the newly drawn property line is possibly about 68-72 FT from the house and east of the powerline. It appears that the proposed location of the system might be on or over the property line. If this is the case, an easement would likely need to be instituted that involves the abutting property owner and NIPCO. Please know, I have contacted Dan Kriener and he plans to reach out to the surveyor about "marking the property line" in order to determine if the system will be able to fit within the property lines and meet the health department's regulatory distances.



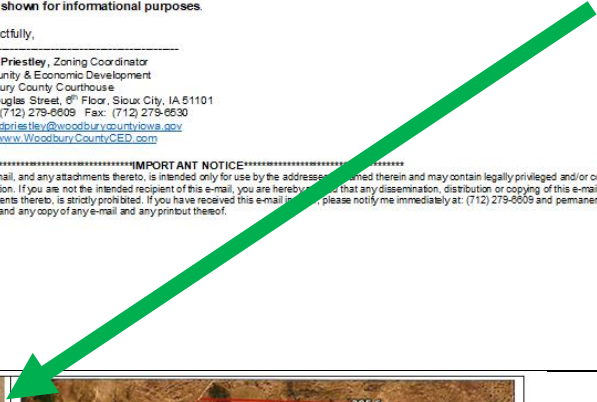
Depicting estimated distances as provided on the subdivision plat.

s above cannot be construed as accurate and does not intend to represent a survey and is only being shown for informational purposes.

Respectfully,

**Daniel Priestley**, Zoning Coordinator  
Community & Economic Development  
Woodbury County Courthouse  
620 Douglas Street, 6<sup>th</sup> Floor, Sioux City, IA 51101  
Office: (712) 279-8609 Fax: (712) 279-8630  
Email: [dpriestley@woodburycountyia.gov](mailto:dpriestley@woodburycountyia.gov)  
Web: [www.WoodburyCountyCED.com](http://www.WoodburyCountyCED.com)

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Depicting estimated distances as provided on the subdivision plat.



s above cannot be construed as accurate and does not intend to represent a survey and is only being shown for informational purposes.

Respectfully,

**Daniel Priestley**

**From:** Dan Kriener <dankriener@aol.com>  
**Sent:** Tuesday, May 31, 2022 2:56 PM  
**To:** Daniel Priestley; Paige Nelson  
**Subject:** Re: Subdivision Septic Mark Williams  
**Attachments:** IMG\_6874.JPG; IMG\_6875.JPG

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Dear Dan and Paige:

The surveyor, David Wilberding put in the survey stakes today.  
I have attached 2 photos.

photo 6874 The NW pin is located about 6 feet east of the laminate pole.  
photo 6875 Is looking south from the NW pin by the laminate pole.

If I remember correctly, NIPCO wanted the septic tank and drain fields to be located 16 east of the powerline.  
I also think that Siouxland Health wanted the septic tank and drain fields to be located 10 feet east of the west property line. That should put both of the above setbacks at the same location.

David said he set the NW pin 6 feet east of the laminate pole so the powerline would not overhang on the Devin Woods property.

Please let me know if the above information is satisfactory to both of you.

Thank you very kindly.

**Dan Kriener, AFM**  
**President**  
**Kriener Farm Management, Inc.**  
**4110 Floyd Blvd.**  
**Sioux City, IA 51108**

ph (712) 239-0311

Licensed Real Estate Broker in Iowa, Nebraska, and South Dakota

<http://www.krienerfarmmanagement.com/>

6874



6875





## Woodbury County Secondary Roads Department

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

COUNTY ENGINEER  
Mark J. Nahra, P.E.  
mnahra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER  
Benjamin T. Kusler, E.I.T.  
bkusler@sioux-city.org

SECRETARY  
Tish Brice  
tbrice@sioux-city.org

To: Dan Priestley, Woodbury County Zoning Coordinator  
From: Mark J. Nahra, County Engineer  
Date: May 11, 2022  
Subject: William's Third Strike, Second Addition – a minor subdivision application

The Secondary Road Department has reviewed the information provided for the above referenced subdivision application forwarded with your memo dated May 4, 2022.

I am offering the following comments for your consideration.

- We checked the closure on the plat and found it in compliance with the requirements for the full subdivision of 1 in 10,000 and 1 in 5,000 for each lot as required by Section 355.8 of the Code of Iowa.
- I reviewed the parcel for access. Existing driveways will be able to be used as proposed by the farm manager for accessing the new lot 1 and the remaining property.
- I have no other concerns or issues with this minor subdivision application.

If there are any more questions or issues that arise later, please contact this office.

Cc: File

# PARCEL REPORT

## Summary

Parcel ID 894603400006  
 Alternate ID 873151  
 Property Address 1741 110TH ST  
 SIOUX CITY IA 51106  
 Sec/Twp/Rng 3-89-46  
 Brief Tax Description 5852.57' E327.59' SE5W & 5853.39' W438.61' SWSE 3-89-46  
 (Note: Not to be used on legal documents)  
 Deed Book/Page 2022-03915 (3/28/2022)  
 Gross Acres 13.56  
 Net Acres 13.56  
 Adjusted CSR Pts 0  
 Zoning AP - AGRICULTURAL PRESERVATION  
 District 0025 CONCORD/LAWTON-BRONSON  
 School District LAWTON BRONSON  
 Neighborhood N/A



## Owner

Deed Holder  
[Williams Mark E & Lori A](#)  
 1902 110th St  
 Sioux City IA 51108

## Contract Holder

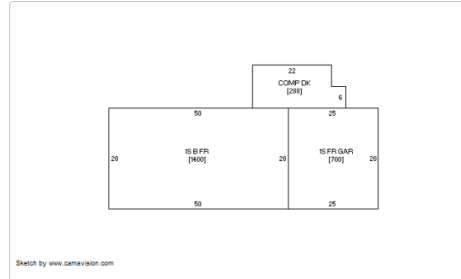
Mailing Address  
 Williams Mark E & Lori A  
 1902 110th St  
 Sioux City IA 51108

## Land

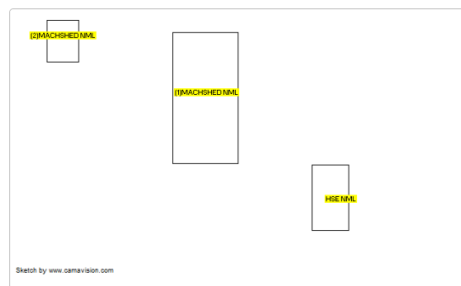
Lot Area 13.56 Acres : 590,674 SF

## Residential Dwellings

Residential Dwelling Occupancy Single-Family / Owner Occupied  
 Style 1 Story Frame  
 Architectural Style N/A  
 Year Built 1979  
 Condition Above Normal  
 Roof Asph / Gable  
 Flooring  
 Foundation C Blk  
 Exterior Material Vinyl  
 Interior Material Drwl  
 Brick or Stone Veneer  
 Total Gross Living Area 1,400 SF  
 Main Area Square Feet 1400  
 Attic Type None;  
 Number of Rooms 5 above; 0 below  
 Number of Bedrooms 3 above; 0 below  
 Basement Area Type Full  
 Basement Area 1,400  
 Basement Finished Area  
 Plumbing 1 Base Plumbing (Full) ; 1 Three Quarter Bath; 1 Sink;  
 Appliances 1 Dishwasher; 1 Barbeque;  
 Central Air Yes  
 Heat Yes  
 Fireplaces  
 Porches  
 Decks Vinyl/CompoDeck-Med (288 SF);  
 Additions  
 Garages 700 SF - Att Frame (Built 1979);



Sketch by www.camavision.com



Sketch by www.camavision.com

## Agricultural Buildings

Plot #	Type	Description	Width	Length	Year Built	Building Count
0	Steel Utility Building	MACHINE SHED	50	100	1976	1
0	Steel Utility Building	MACHINE SHED	24	32	1985	1

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
3/26/2022	WILLIAMS MARK EDWARD	WILLIAMS MARK E & LORI A	2022-03915	No consideration	Deed		\$0.00
11/11/2020	WILLIAMS JAMEY JOHN	WILLIAMS MARK EDWARD	2020-01941	Transfer of partial interest	Deed		\$105,000.00
7/13/2011	RUSTWICK STEWART & MARCIA T	WILLIAMS MARK EDWARD & JAMEY JOHN WILLIAMS	717/2447	Change in Classification	Deed		\$225,000.00
3/17/2010	RUSTWICK STEWART & MARCIA T	RUSTWICK STEWART & MARCIA T & SCOTT E RUSTWICK	708/8997	Quit Claim Deed	Deed		\$0.00

## Valuation

	2022	2021	2020	2019	2018
Classification Residential Residential Residential Residential Residential					
+ Assessed Land Value	\$63,120	\$63,120	\$67,540	\$67,540	\$48,280
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$233,630	\$233,630	\$204,210	\$204,210	\$204,210
= Gross Assessed Value	\$296,750	\$296,750	\$271,750	\$271,750	\$252,490
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$296,750	\$296,750	\$271,750	\$271,750	\$252,490

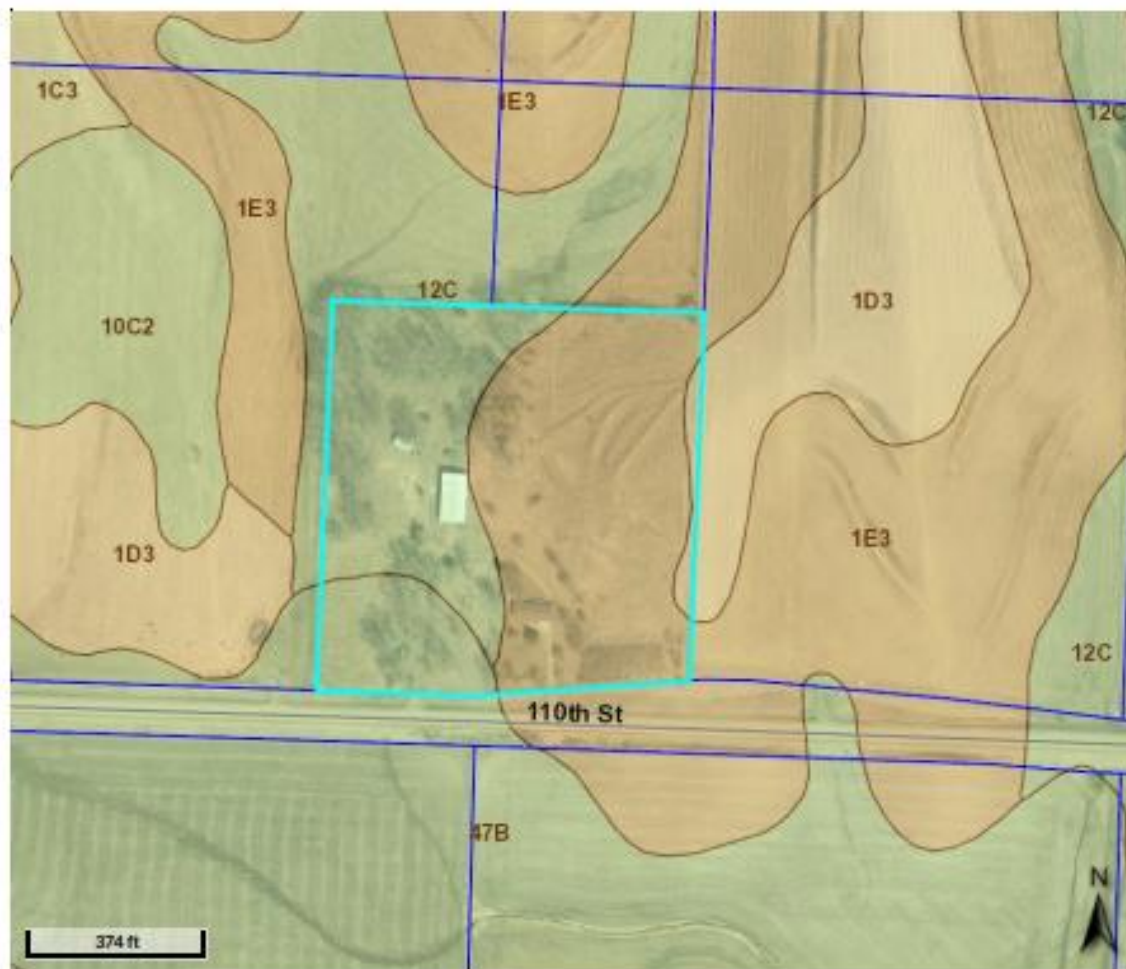
## Sioux City Special Assessments and Fees

[Click here to view special assessment information for this parcel.](#)

## Woodbury County Tax Credit Applications

[Apply for Homestead, Military or Business Property Tax Credits](#)

# SOIL REPORT



## Overview



## Legend

- Roads
- Soils**
  - 0.000000 - 5.000000
  - 5.000001 - 20.000000
  - 20.000001 - 30.000000
  - 30.000001 - 40.000000
  - 40.000001 - 50.000000
  - 50.000001 - 60.000000
  - 60.000001 - 70.000000
  - 70.000001 - 80.000000
  - 80.000001 - 90.000000
  - 90.000001 - 100.000000
- Corp Boundaries
- Townships
- Parcels

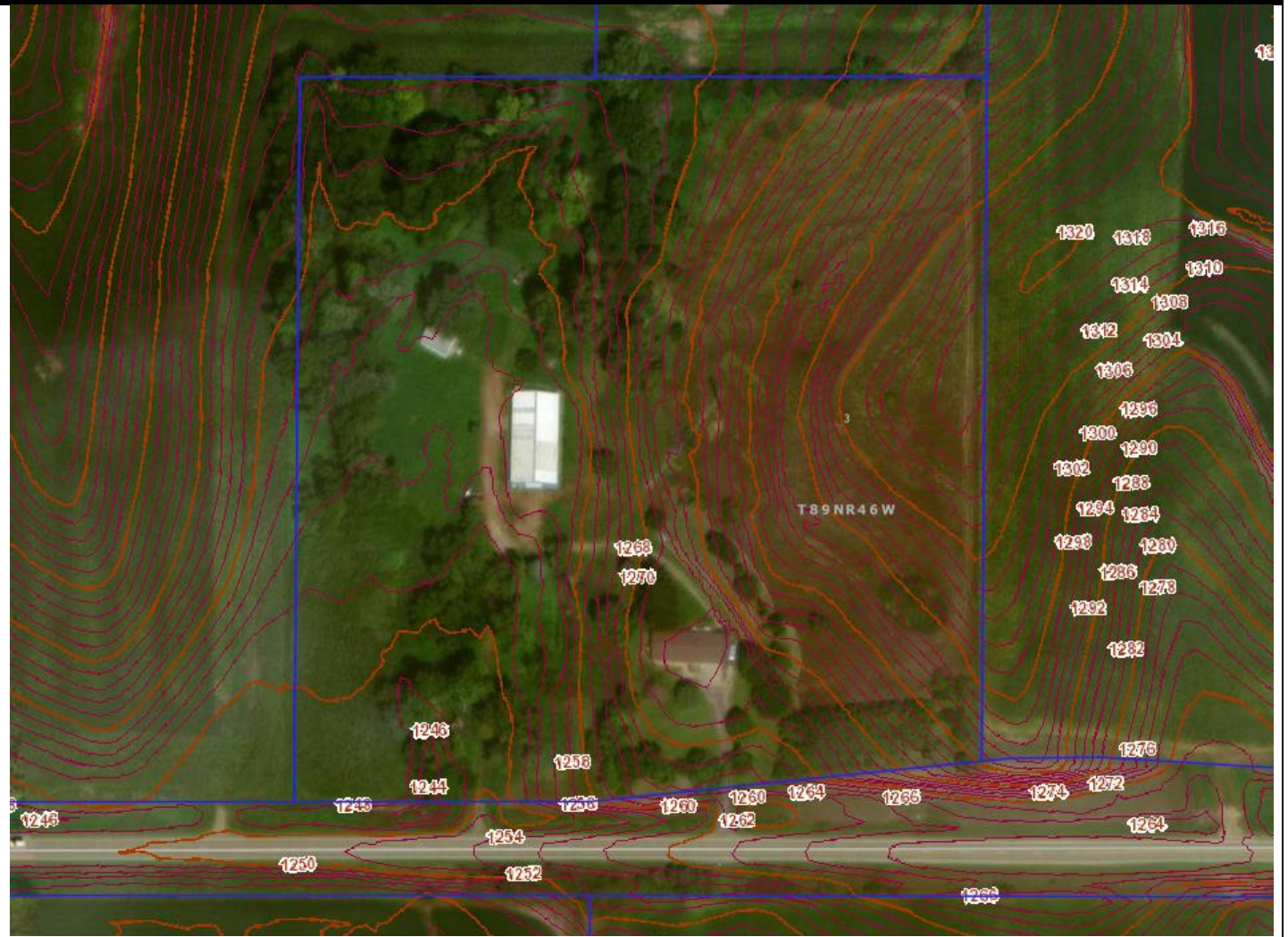
Parcel ID 894603400006  
Sec/Twp/Rng 3-89-46  
Property Address 1741 110TH ST  
SIOUX CITY

Alternate ID 873151  
Class R  
Acreage 13.56

Owner Address WILLIAMS MARKE & LORIA  
1902 110TH ST  
SIOUX CITY, IA 51108

District 0025  
Brief Tax Description S852.57' E327.59' SESW & S853.39' W438.61' SWSE 3-89-46  
*(Note: Not to be used on legal documents)*

# ELEVATION





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

Date: 6/01/2022 Weekly Agenda Date: 6/07/2022

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Baker Group Shane Albrecht / Kenny Schmitz

**WORDING FOR AGENDA ITEM:**

LEC ARPA fund information

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

LEC Project Manager, Shane Albrecht (Baker Group) and LEC Project Architect, Kevin Rost (GGA) will provide information to the board that identifies categories on ARPA fund usage.

**BACKGROUND:**

During the May 24th Board of Supervisors meeting the Board requested the LEC project manager return to the Board in approximatley two weeks with information identifying categories on ARPA funds.

**FINANCIAL IMPACT:**

Information

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

Yes  No

**RECOMMENDATION:**

Receive Information

**ACTION REQUIRED / PROPOSED MOTION:**

Information Only

## Woodbury County LEC ARPA Funds



Area	Quantity / Area Size (SF) / Cost	Cost	Design Fee	Totals Paid by ARPA
Indoor/Outdoor Recreation Area	2,000	\$ 1,016,177.65	\$76,213.32	\$1,092,390.97
Intake & Medical	6,945	\$ 3,528,676.89	\$264,650.77	\$3,793,327.66
Small Courtroom: Video Arraignment/Immigration Court	965	\$ 490,305.72	\$36,772.93	\$527,078.65
HVAC - Improved Ventilation (12%)	\$6,000,000.00	\$ 720,000.00	\$54,000.00	\$774,000.00
Video Visitation	320	\$ 162,588.42	\$12,194.13	\$174,782.56
Polyurea coated steel jail cells	186	\$ 4,650,000.00	\$348,750.00	\$4,998,750.00
<b>ARPA Itemized Costs Total</b>				<b>\$4,200,000.00</b>
<b>ARPA Standard Allowance</b>				<b>\$10,000,000.00</b>
<b>ARPA Total</b>				<b>\$14,200,000.00</b>
Building cost/sf \$508.09  A/E design fee 7.5%  Average cost/cell \$25,000.00				

Appropriation Transfer Adjustments for FY 22 Amendment #1

#1	Sheriff - Investigations		
	From: 0001-05-1000-000-10007 = Organized Employees	20,000	
	To: 0001-05-1010-000-10008 = Supervisory		20,000
#2	Sheriff - Civil Division		
	From: 0001-05-1000-000-10008 = Supervisory	86,000	
	To: 0001-05-1540-000-10007 = Organized Employees		86,000
#3	Sheriff - Jail Facility		
	From: 0002-05-1520-000-10004 = Supervisory	77,000	
	To: 0001-05-1050-000-0004 = Supervised		77,000
#4	Sheriff - Jail Facility		
	From : 0011-05-1000-000-10007 = Organized Employees	70,000	
	To: 0001-05-1050-000-10004 = Overtime		70,000

## WOODBURY COUNTY IOWA

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PROPOSAL FOR TECHNICAL AND ADVISORY SERVICES  
FOR THE ADMINISTRATION OF AMERICAN RESCUE PLAN ACT  
PROGRAM

### PROPOSAL

JUNE 1, 2022

Submitted by:

**JACK REAGAN, MANAGING DIRECTOR**

EMAIL: [JREAGAN@UHY-US.COM](mailto:JREAGAN@UHY-US.COM)

UHY ADVISORS MID-ATLANTIC MD, INC.  
8601 ROBERT FULTON DRIVE, SUITE 210  
COLUMBIA, MD 21046  
PHONE 410 423 4832 | FAX 410 381 5538  
[WWW.UHY-US.COM](http://WWW.UHY-US.COM)



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# LETTER OF TRANSMITTAL

June 1, 2022

Dennis Butler  
 Budget and Finance Director  
 Woodbury County  
 620 Douglas Street  
 Sioux City, IA 51101

**UHY Advisors, Inc.**  
 8601 Robert Fulton Drive, Suite 210  
 Columbia, MD 21046  
 PHONE 410 423 4832 | FAX 410 381 5538

Dear Mr. Butler:

UHY Advisors (UHY) is pleased to present our qualifications to serve the Woodbury County, Nebraska (the County). We understand that the County is seeking a qualified consultant for technical and advisory services for the administration of its American Rescue Plan Act (ARPA) program. The ARPA funding that the Woodbury County will expend has the potential to transform the County, if managed effectively and efficiently.

This pandemic posed an extreme test of the government’s ability to manage its effects on businesses and provide safety for its citizens. UHY has responded to this challenge by developing a proven approach to help its ARPA clients successfully navigate through this uncharted territory.

**Why UHY?**

1. Many local governments across the nation have entrusted UHY to manage their ARPA program as listed in the table to the right.
2. Our partner, Civil Space, brings a technology platform that will enable an effective community outreach maximizing awareness and ensuring your commitment to equity and diversity. Their platform supports multilingual requirements and even accommodates individuals with vision and/or hearing impairments.
3. UHY provides a turnkey operation for the management of your ARPA funds with qualified team of professionals well versed in compliance, monitoring, and reporting requirements.

We understand the importance of delivering quality services at a fair price while supporting the County’s business operations.

We look forward to the opportunity to be of service to the County on this engagement. Please contact me with any comments or questions at 410 423 4832 or jreagan@uhy-us.com.



Jack Reagan, CPA, Managing Director  
 UHY Advisors, Inc.

**EXISTING ARPA CLIENTS**

- City of Tucson, AZ
- City of Bristol, CT
- City of Meriden, CT
- Town of Wallingford, CT
- Town of Colchester, CT
- Town of Bloomfield, CT
- City of Wilmington, DE
- City of Chelsea, MA
- Anne Arundel County, MD
- City of Detroit, MI
- Cass County, MO
- Sarpy County, NE
- City of Chester, PA
- Upper Darby Township, PA
- City of Chattanooga, TN
- City of Murfreesboro, TN

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## QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

### UHY FIRM OVERVIEW

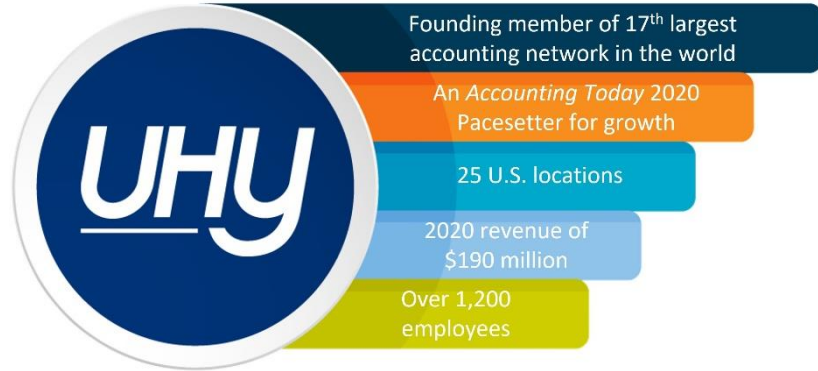
UHY was established in 1968. UHY Advisors, Inc. and its subsidiaries provide tax and business consulting services. UHY LLP is a licensed CPA firm that offers audit and other attest services to public and private companies as well as governmental organizations.

#### **Columbia Office Address**

UHY Advisors, Inc.  
8601 Robert Fulton Drive, Suite  
210  
Columbia, MD 21046  
Phone: 410 423 4832 | Fax: 410 381 5538  
www.uhy-us.com

#### **Contact Information**

Jack Reagan, Managing Director  
T 410 423 4832 | E jreagan@uhy-us.com



We are a top 35 U.S. accounting firm with revenues in excess of \$190 million and over 1,200 employees. Internationally, we are a top 20 accounting firm with revenues in excess of \$500 million and over 5,000 employees. Even though our practice is structured differently from some other CPA firms, you will find that we provide all our services seamlessly to our clients. We call our philosophy “*The Next Level of Service*”. Our clients tell us it’s what sets us apart. Our commitment to client service is personable, value-added and cost-effective. Our goal is to exceed our clients’ expectations on every engagement. We make our national resources available to meet your every need.

While our engagement team will be led from our Columbia office, we will supplement our team with staff from our Iowa offices. UHY established its Iowa practice when it merged with LBD&J, in January 2022 expanding our practice and our presence to West Des Moines and Ames in the Mid-West. Our Iowa office has 10 partners and 50 professional staff, bringing with them a wide variety of industry experience, including real estate and construction, not-for-profit, technology and communications, employee benefits, healthcare, agribusiness and life sciences, professional services, and transportation. Our leadership team in Columbia will be supplemented by local resources from our West Des Moines office.

### Distinguishing Characteristics

- More than 50 years of experience providing financial and compliance auditing and consulting services for the municipal industry
- Partners, Managing Directors and senior executives serving you with an average of 20 years of experience
- A commitment to engagement team continuity
- Hands on Partner/Managing Director involvement and more attention from leadership
- In-depth technical and industry-specific expertise
- Economical fee structure

UHY's Partners, Principals, Managing Directors and staff members bring with them a wide array of industry experience, including state and local government, real estate, not-for-profit, higher education, employee benefits, government contracting, manufacturing and distribution, construction and technology. Our client service model is based on a proactive style and passionate spirit that has allowed us to help our clients enhance growth, avoid financial pitfalls and reduce costs amidst ever-changing economic conditions.

We pride ourselves on being a learning organization and strive to keep our clients and staff abreast of the evolving relevant industry topics. We work diligently to produce regular news alerts and newsletters on the latest accounting, legislative, regulatory, tax, valuation and operational issues in the industry. Throughout the year, we host training sessions for staff and technical seminars for clients. These resources are available to clients and their support teams, so they are able to run their organizations at peak performance.

#### ACCESSIBILITY REGARDLESS OF LOCATION

We pride ourselves in our agility and our accessibility. Thanks to today's technology, we have quickly and effectively adapted to the changing environment and the new reality that this pandemic has created: the proximity of a service provider and its client no longer is a critical success factor in the client service delivery process. Our client delivery model continues to provide seamless services virtually, regardless of location, by deploying tools, technologies and personnel as required. Our level of effectiveness in producing results for our clients has never wavered. We have successfully adapted to this new way of working while keeping our client satisfaction ratings at an all-time high.

#### UHY'S NATIONAL GOVERNMENT PRACTICE

Our firm's National Government Practice is a well-recognized group of professionals with vast experience in the unique requirements of its governmental clients. Nationally, we have audited numerous governments that participate in the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting program. Jack Reagan, the Engagement Managing Director, is a reviewer for this important GFOA program. Further, Jack is also a member of the Association of School Business Officials (ASBO) International, and he has previously been a reviewer in their Certificate of Achievement for Excellence in Financial Reporting Program. UHY has performed numerous audits of organizations subject to financial and compliance audits. These audits were performed under auditing standards generally accepted in the United States, Government Auditing Standards, Uniform Guidance (formerly known as OMB Circular A-133), and its Compliance Supplement (when applicable), Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines. UHY is a member of the AICPA Governmental Audit Quality Center and has demonstrated our commitment to audit quality, including those performed under Government Auditing Standards and Uniform Guidance.

Today, we are a global provider of exceptional service and one of the largest accounting, tax and consulting networks in the world. We're dedicated to serving clients ranging from small businesses to the dynamic middle-market and Fortune 500 companies. We believe that having a strong entrepreneurial mindset is key to growth, and we bring that mindset to every client experience.

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## UNIFORM GUIDANCE EXPERIENCE

Our firm has audited more than a billion dollars in federal expenditures and have been the designated contracted firm providing sub-recipient monitoring for a top ten (10) City in the United States. Our proposed engagement team is uniquely experienced in Single Audits and with Federal Emergency Management Agency (FEMA) disaster recovery federal grant and reimbursement programs, and other state and federal reimbursement grants. All of our Single Audit work involves testing for waste, fraud, and abuse. As such, in all our current ARPA engagements, we work to identify potential waste, fraud, and abuse; while performing oversight of disbursement and tracking of federal funds by state or federal agencies. Your proposed team is one of the few teams in the U.S. that has current experience with administering and reporting on ARPA funding.

## KEY PERSONNEL

To ensure the right mix of expertise, we have assembled a select, specialized team to serve on this engagement. Our team includes a Managing Director and senior level professionals who will ensure that our services are efficiently provided when working with the County. Your team will keep communication open all year long, not just during the engagement. Each member has experience working with similar entities to the County. All of our professionals are required by the firm to complete all the requirements of Government Auditing Standards continuing professional education regulations. In addition, an in-house series of programs on current developments in the auditing, accounting, and tax areas serve to keep all staff members up to date on the latest available professional literature. This dedicated group of professionals will work closely together to ensure that our services are conducted as smoothly as possible and according to the County's timetable. We have provided short biographies on the next few pages and full resumes in the **Appendix** for these individuals.

## KEY PERSONNEL & RESUMES

UHY has selected Jack Reagan to serve as your Engagement Managing Director and Single Point of Contact. Below the County will find more information regarding Jack's qualifications and professional experience.



**JACK REAGAN**  
MANAGING  
DIRECTOR / SINGLE  
POINT OF CONTACT

Jack Reagan, CPA, will serve as the Engagement Managing Director and Single Point of Contact.

Jack is a leader in the Audit and Assurance Department and the leader of the firm’s National Government Practice with an impressive professional career of over 30 years serving some of the largest local governments, both locally and nationally. He has extensive COVID-19 relief fund experience and developed a robust approach for his clients that together with community engagement teaming partnerships have helped his clients successfully manage their ARPA funds.

**ARPA Clients Served**

- |                         |                     |
|-------------------------|---------------------|
| Anne Arundel County, MD | City of Detroit, MI |
| Cass County, MO         | City of Bristol, CT |
| City of Wilmington, DE  | City of Chelsea, MA |
| Town of Wallingford, CT | City of Chester, PA |

Jack’s expertise lies in the areas of local government administration, grants management, crisis response management and recovery, FEMA, strategic planning, and policy development and implementation. He has worked closely with Thompson Grants, a leading provider of grants management information, to present webinars on a wide range of grants management topics.

**Other Relevant Clients Served**

- |                      |                          |
|----------------------|--------------------------|
| District of Columbia | Fairfax County           |
| City of Alexandria   | Pasco County             |
| Montgomery County    | Hillsborough County (FL) |

Jack has recently been appointed to UHY LLP’s Management Committee. Jack is an active presenter on governmental accounting and auditing issues, having presented to the Maryland Society of CPAs government day on numerous occasions as well as various state of Maryland CPA chapters. He is a Certified Public Accountant and a Certified Internal Controls Auditor.

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**JASON  
OSTROSKI**  
PRINCIPAL

Jason Ostroski, a principal in the Audit and Assurance Department, will serve as the backup engagement partner on the contract and as part of the contract's key personnel. Jason focuses his practice on state and local government clients, in particular governmental retirement systems and investment practices. With more than 18 years of experience, he is well-versed in serving public pension clients.

Jason serves as a subject matter resource on government retirement systems, assisting with the design and evaluation of audit procedures and by providing training internally and externally on topics ranging from auditing alternative investments to the implementation of new GASB standards including GASB 67, 68, 74 and 75.

#### **Key Clients**

Baltimore City Employees Retirement System  
Baltimore City Fire and Police Retirement System  
Board of Pensions of Philadelphia  
Employees Retirement System of Texas  
Texas Municipal Retirement System  
Arizona Public Safety Personnel Retirement System  
Arizona State Retirement System  
Baltimore County, MD Pension Audit  
Colorado PERA / Office of State Auditors  
Kern County Employees Retirement Association  
Minnesota Public Employees Retirement Assoc.  
New Mexico Educational Retirement Board  
North Dakota Public Employees Retirement System  
Ohio Public Employees Retirement System  
Pennsylvania Municipal Retirement System (agent-multiple employer plan)  
Washington State Dept. of Retirement Systems  
North Carolina Office of the State Treasurer  
North Dakota Retirement and Investment Office  
Public Employees Retirement System of Nevada  
Seattle City Employees' Retirement System  
South Carolina Retirement System

Jason is a licensed CPA in the state of Maryland. He is a member of the Maryland Association of Certified Public Accountants, the Government Finance Officer Association, the Public Pension Financial Forum and the American Institute of Certified Public Accountants.



**HEIDI BOWER**  
SENIOR MANAGER

Heidi, senior manager in the Audit & Assurance Department, offers more than 20 years of hands-on professional experience in the private, nonprofit, and public sectors. Her skills and experience include new program development, internal control implementation and testing, internal audit, integrated risk management, governance, analytics, and turnaround of underperforming departments. Heidi has led global executive level risk management assessments, cultural assessments and managed multiple global projects on internal control, internal audit and performance reviews. Heidi has built and maintained relationships with stakeholders, executives and all levels throughout organizations encouraging ownership and internal collaboration for effective implementation of change.

Heidi has extensive technical expertise guiding and supporting program methodology and business re-organization to meet new government requirements. She has been requested to assist issues management committees through her demonstration of focus on the root cause with effective mitigating actions to eliminate efforts to fix symptoms. Heidi is a CIA and CRMA and is a member of the Detroit Chapter of the Institute of Internal Auditors.



**CLAIRE COLLINS**  
CONSULTING  
MANAGER

Claire, consulting manager in the Audit & Assurance Department, offers more than 30 years of hands-on professional experience in the private, nonprofit, and public sectors. Her skills and experience include executive level program and project policy development, evaluation and analysis, implementation, and management along with quality assurance and quality control in disaster planning, response, recovery, and mitigation, grants administration, and federal, state, and local government services focused on intergovernmental affairs. She has the stamina and ability to build strong relationships with stakeholders and clients to take any policy, program, project and/or situation working collaboratively with diverse teams resulting in positive community benefit and success above and beyond expectations.

Claire has extensive technical expertise guiding and supporting state and local government in pre-planning, implementation, monitoring and compliance of ARPA, CRF, and federal funded projects. She has strong experience and knowledge in managing and administering local government operations, financial and human resources, and regulatory requirements for expansive use of external fiscal resources. In addition, she has assisted state and federal government agencies to oversee disaster survivor programs and projects for recovery and mitigation from inception to closeout.

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## TEAM MEMBER ROLES & RESPONSIBILITIES

The following table shows the team member roles and responsibilities.

<u>Team Member   Phone</u>	<u>Role</u>	<u>Years of Experience</u>	<u>Roles and Responsibilities</u>	<u>Relevant Experience</u>
Jack Reagan T 410 423 4832	Engagement Managing Director & Point of Contact	30	Overall responsibility for the execution of the engagement, primary point of contact for the County on any engagement issues	City of Detroit, MI; Anne Arundel County, MD; City of Bristol, CT; Cass County, MO; Town of Wallingford, CT; City of Wilmington, DE; City of Chester, PA; City of Chelsea, MA
Jason Ostroski T 410 423 4839	Project Manager	18	Support the Engagement Managing Director in executing the engagement and supervising the staff	Cass County, MO; City of Chester, PA; City of Chattanooga, TN; City of Chelsea, MA; City of Tuscon, AZ
Heidi Bower T 734 474 3621	Senior Manager	22	Client point of contact and engagement management	Sarpy Couty, NE; City of Chattanooga, TN; City of Eau Claire, WI; Murfreesboro, TN
Claire Collins T 410 423 4835	Manager	30	Support the Project Manager in executing the engagement and supervising the staff	City of Chester, PA; State of Kansas (counties, cities, non-entitlement entities, and hospitals)
To Assign	Senior	10-20	Perform detailed procedures as described in our approach. Staff accountants will work under direct supervision of senior accountant	N/A
Various	Staff	1-4	Support the Senior with all tasks	N/A

The team presented above has hands-on experience with providing oversight, sub-recipient monitoring, compliance, grants administration, reporting in relation to ARPA funding. Further, UHY has developed a proven methodology, described in the following section, to help its ARPA clients successfully navigate through this unchartered territory. We believe that our overall organizational strength, as demonstrated by the capabilities of our proposed team, coupled with our standard methodology will position us strongly to successfully provide the County with services outlined in the scope of work.

## PAST PERFORMANCE & REFERENCES

*Past performance and service on similar projects and responses from client references.*

### LIST OF REPRESENTATIVE PROJECTS

As a demonstration of our qualifications for conducting consulting and compliance engagements with local governments, we have recently won the following engagements to assist localities in administering their American Rescue Plan Act (ARPA) funding:

Client	ARPA Value	Length of Engagement
City of Detroit, MI	\$825M	2021 - present
Anne Arundel County, MD	\$113M	2021 - present
City of Wilmington, DE	\$55M	2021 - present
City of Chattanooga, TN	\$39M	2021 - present
Sarpy County, NE	\$36M	2021 - present
City of Chester, PA	\$30M	2021 - present
City of Bristol, CT	\$29M	2021 - present
Cass County, MO	\$20M	2021 - present
City of Chelsea, MA	\$15M	2021 - present
Town of Wallingford, CT	\$13M	2021 - present

On the next page, we provide a detailed description of engagements that require experience and technical competencies similar to the scope of work outlined in your RFP.

Client Name:	City of Chester, Pennsylvania
Nature of Work:	<p>We are helping the City meet all compliance and reporting guidelines associated with ARPA and CSLFRF, including assistance in filing quarterly reports with the Treasury Department. We are also working with City officials to gather data to be submitted to the United States Treasury Department. Further, we are working with any subrecipients to gather data to be submitted to the United States Treasury Department.</p> <p>We are also working with the City on:</p> <ul style="list-style-type: none"> <li>• Defining and tracking “projects” as defined by the Act, including writing project scopes and project descriptions</li> <li>• Tracking current period and cumulative obligations</li> <li>• Tracking current period and cumulative expenditures</li> <li>• Meeting all reporting and compliance requirements related to subawards</li> <li>• Compiling the required programmatic data associated with each applicable Expenditure Category,</li> <li>• Supporting subsequent annual audits.</li> </ul>
Start and End Date:	2021 - present

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Client Name:	City of Bristol, Connecticut
Nature of Work:	<p>We are providing the City with programming assistance. We assist with the following:</p> <ul style="list-style-type: none"> <li>• Support the task force and its subcommittees pertinent to the development of a funding distribution plan, including grant distributions and/or incentives</li> <li>• Support task force with development of use and administration guidelines for projects, eligible programs and incentives</li> <li>• Create an overall schedule that includes implementation of individual project/program components</li> <li>• Relevant to programs and incentives, assist in developing guidelines for distribution of funding</li> <li>• Develop compliance procedures inclusive of compliance testing of grantees</li> <li>• Create a marketing and communications outreach plan to assist non-profit and business applicants with development of eligible projects/programs and submission of ARPA eligible funding applications</li> <li>• Provide appropriate reports, support City staff and attend meetings as required to provide information required by city boards, departments and task force as applicable</li> <li>• Provide budget management and reporting of American Rescue Plan funds coordinating with the City Comptroller’s Office and financial reporting system. Reconcile with the City’s general ledger system (Tyler Munis) on not less than a monthly basis, to ensure that all costs are being accounted for, tracked and reported accurately. Assist with and provide information required for Treasury interim and quarterly reporting.</li> <li>• Prepare and issue a final close-out report to the City and to the Treasury Department, including a financial reconciliation</li> </ul>
Start and End Date:	2021 - present

Client Name:	Cass County Commission, MO
Nature of Work:	<p>UHY is currently providing professional services the county to comply with all requirements of the American Rescue Plan Funds Act. The following summarizes our tasks to serve the County:</p> <ul style="list-style-type: none"> <li>• Establish proper accounting and reporting internal control mechanisms to record, track, and disburse funds according to all federal, state, and local laws and regulations</li> <li>• Establish policies and procedures for appropriate document retention and reporting with the Federal Financial Accountability and Transparency Act (FFATA) and/or Treasury Office of Inspector General</li> <li>• Design and establish application procedures, and confirm verification of eligibility and final disbursement</li> <li>• Monitor for duplication of benefits and develop processes and documentation requirements around sub-recipient risk assessment, monitoring and management</li> <li>• Coordinate between federal, state, and local agencies as needed</li> <li>• Provide for fraud, waste, and/or abuse identification, reporting, and remediation</li> <li>• Provide oversight and guidance to guarantee compliance with OMB Uniform Guidance, 2 CFR, Part 200, and the Single Audit Act, including performing internal control risk assessments as required</li> <li>• Establish one or more appeals procedures for disputes regarding amounts awarded, including processes for evaluation of final determinations</li> <li>• Provide regular and frequent status reports, including reporting on financial performance and projection modelling, the form and contents of which shall be dictated by the County</li> <li>• Establish review processes for any new/future reporting requirements related and/or applicable to the Rescue Plan Funds</li> <li>• Regulatory compliance expertise including identification of authorized uses of the Rescue Plan Funds</li> <li>• Interpret Federal Guidance and establish and/or verify eligibility under the Rescue Plan Funds</li> <li>• Establish procedures for verification of eligibility for award and expenditure of Rescue Plan Funds</li> <li>• Resolve any requests for information, justification, audit findings, and eligibility appeals</li> <li>• Review contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using federal funds</li> </ul>
Start and End Date:	2021 - present



Client Name:	Anne Arundel County, MD
Nature of Work:	<p>We are currently working with a large county in Maryland, Anne Arundel County, to assist them in the management and monitoring of their approximate \$113 million ARPA funds. The scope of our work on this engagement, which commenced in June 2021, is as follows:</p> <ol style="list-style-type: none"> <li>1. Consult with the County oversight group on proposed uses of the ARPA funds to ensure proposed uses are consistent with the purposes allowed by the ARPA and related guidance issued by the U.S. Treasury. Keep a record of approved spending initiatives.</li> <li>2. Review and validate actual County spending of the ARPA funding to ensure the spending is consistent with both the purposes approved by the County oversight group and the purposes allowed by the ARPA and related guidance issued by the U.S. Treasury.</li> <li>3. Coordinate with two (2) accountants in the County's Office of Finance to complete moves of expenditures to and from the designated ARPA cost centers to place expenditures for proper ARPA purposes in the cost centers and remove any expenditures for non-ARPA purposes from the cost centers.</li> <li>4. Ultimately ensure validated ARPA expenditures are recorded in the designated cost centers on the County's ledger so that the total spending of the ARPA funds shall be tracked and reported separately from other County spending.</li> <li>5. Using the expenditures posted to the ARPA costs centers, prepare regular reports of the ARPA expenditures in accordance with the required format specified by the U.S. Treasury. Such reports shall follow the U.S. Treasury reporting requirements until December 31, 2024 and will be approved by a named County official before the filing of the reports with the U.S. Treasury.</li> <li>6. Prepare monthly reports of total ARPA expenditures by County agency in a prescribed format set by the County for internal use, with the first report summarizing ARPA expenditures through July 31, 2021, and subsequent reports following each month thereafter until the U.S. Treasury ARPA funding is fully expended and reported to the U.S. Treasury. Such monthly reports will be approved by the County Controller.</li> <li>7. Prepare a complete response to any inquiry or request from the U.S. Treasury for additional information on any reporting filed in accordance with the requirement of #5 above.</li> <li>8. Assist with any investigation or audit authorized by the U.S. Treasury of the reported U.S. Treasury ARPA spending at the County. Annually, advise the County of the proper amount of the U.S. Treasury ARPA spending to list on the annual Single Audit report of federal expenditures through the Single Audit report required for the County's fiscal year 2025, ending June 30, 2025.</li> </ol>
Start and End Date:	2021 - present

Below is a list of audit and consulting local government audit clients. Further, many of these clients have received Uniform Grant Guidance audits. We have conducted over 150 such Uniform Grant Guidance audits for our clients in the last several years:

- Albany Convention Center Authority (NY)
- Albany Port District Commission (NY)
- Algonac (MI)
- American Association of Colleges of Pediatric Medicine (Washington, DC)
- AMVETS National Service Foundation (Lanham, MD)
- AMVETS Charities (Lanham, MD)
- Anne Arundel County (MD)
- Baltimore County Public School System (Towson, MD)
- Bloomfield Hills County (MI)
- Board of Education of Caroline County (MD)
- Board of Education of Dorchester County (MD)
- Board of Education of Kent County (MD)
- Board of Education of Queen Anne's County (MD)
- Board of Education of Somerset County (MD)
- Board of Education of Talbot County (MD)
- Board of Education of Wicomico County (MD)
- Board of Education of Worcester County (MD)
- Bristol County (CT)
- Calhoun County (MI)
- California State Teachers' Retirement System (CalSTRS) (CA)
- Capital District Regional OTB (NY)
- Capital District Regional Planning Commission (NY)
- Caroline County (MD)
- Cass County (MO)
- City of Albany (NY)
- City of Benton Harbor (MI)
- City of Bristol (CT)
- City of Chattanooga (TN)
- City of Chester (PA)
- City of Detroit (MI)
- City of Ecorse (MI)
- City of Hazel Park (MI)
- City of Inkster (MI)
- City of River Rouge (MI)
- City of Waterford (MI)
- City of Watervliet (NY)
- City of Wayne (MI)
- City of Wilmington (DE)
- Columbia Downtown Housing Corporation (Columbia, MD)
- Congressional Institute (Alexandria, VA)
- County of Schenectady (NY)
- Croswell (MI)
- Delaware Rural Water Association (DE)
- Dorchester County (MD)
- Durand (MI)
- Eaton County (MI)
- Flexible Packaging Association (Annapolis, MD)
- GM RACER Trust/U.S. Treasury (MI)
- Greater Detroit Resource Recovery Authority (MI)
- Home Purchase Assistance Program Fund (MD)
- Howard County Conservancy (Woodstock, MD)
- Howard County Lacrosse Program (Columbia, MD)
- Howard County Maryland Economic Development Authority (MI)
- Independence County (MI)
- Ingham County (MI)
- International Eye Foundation (Kensington, MD)
- Isabella County (MI)
- Lapeer County (MI)
- Los Angeles Unified School District (CA)
- Mackinac County (MI)

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- Maryland Coalition of Families (Columbia, MD)
- Maryland Racing Commission (MD)
- Maryland University of Integrative Health (Laurel, MD)
- Marysville (MI)
- Memphis (MI)
- Metro (formerly Bi-State Transit) (MO)
- National Association of Workforce Boards (Washington, DC)
- New York Convention Center Operating Corporation (NY)
- New York Independent System Operator, Inc. (NY)
- New York State Archives Partnership Trust (NY)
- Plymouth (MI)
- Pontiac Housing Commission (MI)
- Pontiac School District (MI)
- Queen Anne's County (MD)
- Royal Oak County (MI)
- Sandusky (MI)
- Society for Women's Health Research (Washington, DC)
- South Bay Regional Public Communications Authority (MI)
- Southeastern Michigan Regional Energy Office (MI)
- St. Clair (MI)
- St. Clair County (MI)
- State of Michigan
- Somerset County (MD)
- Sustainable Development Institute (Washington, DC)
- Swartz Creek (MI)
- Talbot County (MD)
- Town of Bethany Beach (DE)
- Town of Greensboro (MD)
- Town of Oxford (MD)
- Town of Ridgely (MD)
- Town of Wallingford (CT)
- Tuscola County (MI)
- Washington, D.C.
  - E911/311 Fund
  - Highway Trust Fund Home Purchase Assistance Program Fund
  - Lottery
  - Health Benefits Exchange Authority
  - Other Post Employment Benefit Fund
  - Unemployment Compensation Fund
  - University of the District of Columbia
  - Not for Profit Hospital Corporation
  - Washington Convention and Sports Authority
- Women's Law Center of Maryland (Towson, MD)
- Worcester County (MD)
- World Federation for Ultrasound in Medicine (Laurel, MD)
- Yale (MI)

## REFERENCES

There is perhaps no better way to judge the quality of a professional services firm than to have a discussion with that firm's current clients. We encourage you to reach out to the following UHY clients to discuss with them their service experience.

### Reference 1

Client Name:	Sarpy County, NE
Contact Name/Title:	Bill Conley, Chief Financial Officer
Address:	1210 Golden Gate Drive, Suite 1220 Papillion, NE 68046-2842
Telephone Number   Email:	402 593 5958   bconley@sarpy.gov
Start and End Date:	2021 - present

### Reference 2

Client Name:	Cass County, MO
Contact Name/Title:	Bob Houston   Presiding Commissioner
Address:	102 E. Wall Street Harrisonville, MO 64701
Telephone Number   Email:	816 380 8160   bhouston@casscounty.com
Start and End Date:	2021 - present

### Reference 3

Client Name:	City of Bristol, CT
Contact Name/Title:	Jeff Caggiano   Mayor
Address:	111 N Main St., 3rd floor Bristol, CT 06010
Telephone Number   Email:	860 584 6250   mayorsoffice@bristolct.gov
Start and End Date:	2021 - present

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## SCOPE OF WORK, APPROACH & TIMELINE

### UNDERSTANDING OF YOUR NEEDS

Signed into law on March 11, 2021, [The American Rescue Plan Act of 2021](#) (ARPA) provides \$350 billion in funding for state and local governments. The funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize.

The final rule, issued by the Department of the Treasury to enable ARPA, is a 400+ page document filled with complex rules and regulations. The reporting requirements after spending the money are comprehensive. Even seasoned grant professionals can be challenged by the myriad of responsibilities that come with spending federal money. It is a daunting undertaking. We can help.

Our overarching goal is to:

- Perform your required tasks while keeping the big picture strategic goals in mind
- Bring our innovative community outreach platform from Civil Space
- Think creatively on how to leverage your existing accounting systems' capabilities
- Leave you well-positioned for continued effective and efficient grants administration and compliance
- Minimize the risk of "claw back" by the federal government
- Engage a team who has current experience with administering and reporting on ARPA funding
- Streamline the compliance and reporting process to ensure that the County is well-positioned to seamlessly provide post-award grants administration

We conduct audits in over a dozen states. In each of those states, during the conduct of the engagements, we obtain an understanding of the unique structure of the government in order to execute the scope of work properly. We also must understand the unique procurement requirements of each state and ensure that the procurement policies align with the requirements of 2 CFR 200. As such, we are highly qualified to conduct governmental engagements throughout the United States. This is also illustrated in the list of our representative government clients on pages 16-17. As such we will ensure that all reports adhere to County's requirements.

We will assist the County to navigate rules and regulations for using ARPA funds and to create a plan that does not leave money on the table". Further, by establishing effective and efficient grants administration and compliance procedures for the County, we will minimize the risk of "claw back" by the federal government. As a consulting firm with a national, state, and local government professional services practice, we have resources enabling us to regularly monitor legislation passed by Congress and the related implementation guidance produced by the various federal agencies. We will bring our expertise to you to coordinate strategic plans and guide you in using funds while maximizing reimbursement and ensuring compliance with all government directives.

We will assess the County's existing policies and procedures to ensure selected projects coincide with grant funding. We will also assist the County by reviewing programmatic procedures for verification, allowed uses of ARPA funds, training, required documentation, eligibility of specific expenses to be

covered by ARPA, and monitoring of sub-recipients, including risk assessments and review of internal controls. Through our library of guidance (described further in section “Allowability Assessment”), we will continuously monitor and ensure compliance with all upcoming regulatory and accounting guidance.

Further, we understand that Woodbury County expects to receive approximately \$20.1 million in ARPA funds, some of which will be used, as permitted by the Act, for revenue loss. We can assist the County with the complicated calculations required by ARPA. For instance, the **Revenue Loss Calculation** offers a standard allowance for revenue loss of \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements. If lost revenue exceeds \$10M, the calculation is complex, based on County-wide revenues and definitions issued by the Census Bureau. To meet strict reporting deadlines, we will provide the knowledge, tools, and dedicated human resources needed to gather and synthesize data to perform this complicated calculation. We encourage the County to consider taking the maximum amount of revenue loss available to it in order to provide it with maximum spending flexibility.

Throughout the engagement, we will provide the County with programmatic and policy advice on ARPA programs; and, if needed, position papers interpreting government guidance and its everyday impact on the County’s internal control over financial reporting and compliance. We will make recommendations on how to implement the federal policy and procedure changes. We will also work with the County to identify potential improvements and maximize public assistance/American Rescue Plan Act funding in conjunction with other local entities. We recommend that, as the County assess its ARPA funding plans, that it requests a regional meeting to identify whether there is any desire to fund jointly regional projects that have previously been considered. Many localities throughout the United States are considering these regional projects, especially for water, sewer and broadband, now that funding is available.

UHY will provide all services in compliance with the legal requirements as set forth in the American Rescue Plan Act of 2021. In serving our clients, we utilize our proven consistent/standard ARPA approach enabling us to provide a benchmark/baseline with other comparable counties. We:

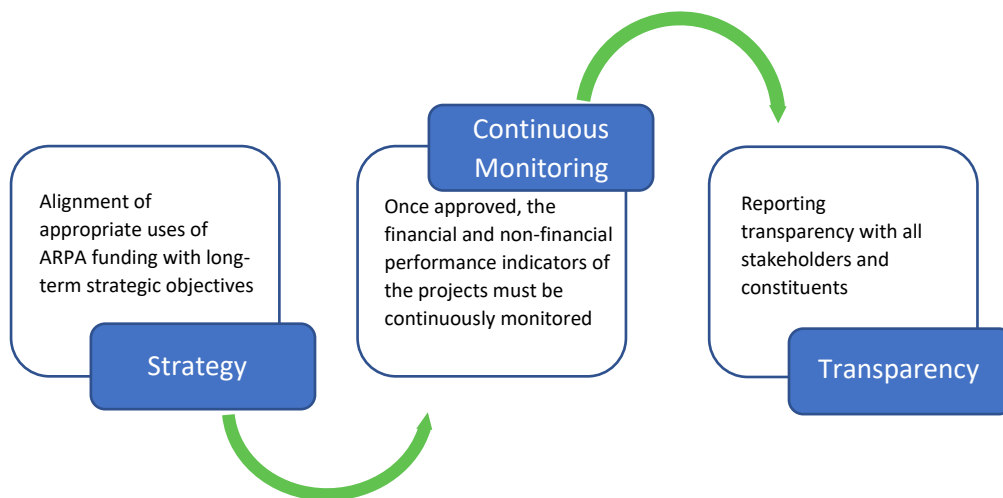
- Document lessons learned and best practices from ongoing ARPA engagements to better serve present and future ARPA engagements.
- Communicate these lessons learned and best practices through quarterly webinars and meetings.
- Reach out to your peer group to share plans and understand challenges, followed by the creation of a written peer report.

The following describes our overarching ARPA approach and demonstrates our capabilities to successfully execute projects and expenditure of ARPA funds in compliance with and adherence to relevant federal requirements for the County.

## OVERARCHING APPROACH

When ARPA came into effect in March of 2021, we recognized the need for a rigorous methodology and developed an effective approach which covers three main areas: *Strategy*, *Continuous Monitoring*, and *Transparency*. We have confidence the County can significantly benefit from grouping all ARPA activities into these areas. We have utilized this consistent approach to provide guidance, strategic planning advice, oversight and compliance, monitoring, training, and reporting.

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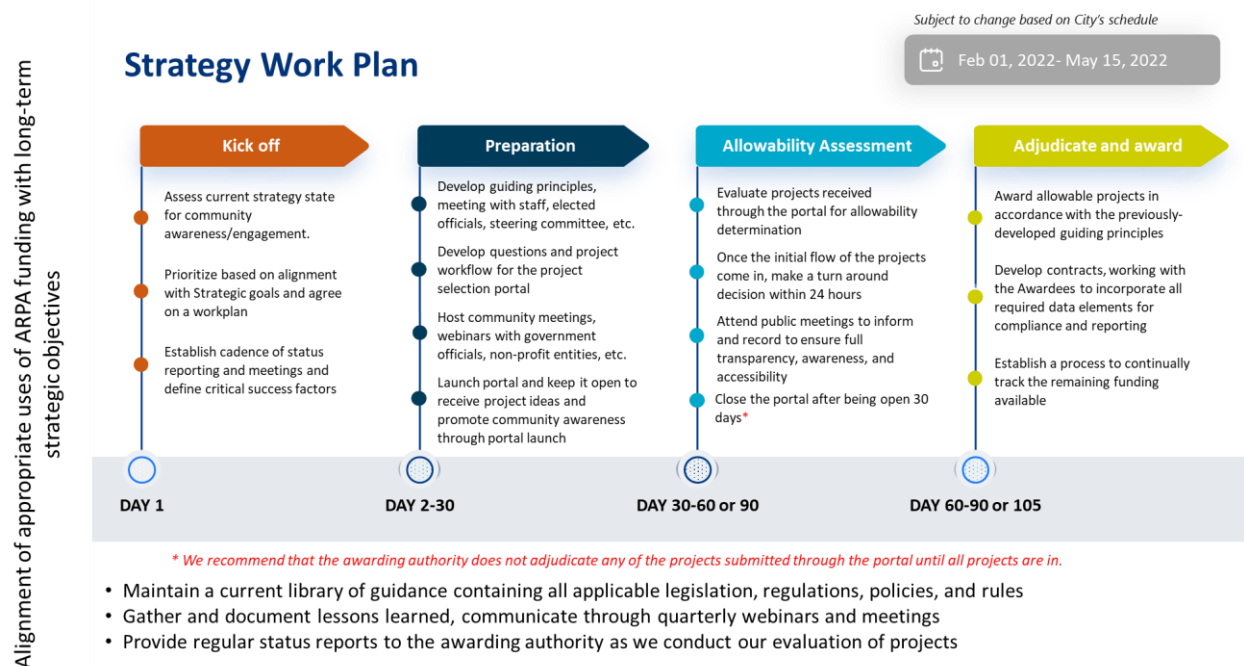


We will tailor our proven approach to your needs and to our preliminary assessment of the current state of your plan.

*Strategy*

The County has substantial discretion to use the ARPA funds in ways that best suit the needs of its constituents. Such use must fit into one of the following four categories: *1) Responding to public health and economic impacts of COVID-19, 2) Capacity to provide public safety, public health, and human services staff, to include premium pay for essential workers, 3) Lost revenue replacement, and 4) Capital expenditures and necessary infrastructure investments.*

From the outset, we will take your strategic priorities and future vision for the County into consideration, ensuring alignment between the County’s strategic goals and its ARPA plan. As part of this process, we will document our findings regularly and provide recommendations for potential improvements and propose options for an implementation strategy. The following represents a workplan we would use for the County:



Kick-off & Preparation

In the first two weeks of the engagement, we will assess the County’s current strategy for its community awareness/engagement and guiding principles and provide recommendations. For 30 days after our initial assessment, we will promote community awareness through portal launch, webinars, etc. After this awareness campaign and for the next 30 days, we will open the portal to receive applications.

We will establish a cadence of status reports and meetings to communicate with all appropriate parties, assigned by the County. This will ensure continuous alignment between our ARPA workplan and the County’s strategic priorities during the implementation.

We understand that the County has already performed community outreach. If the County desires, we can use our innovative community outreach approach to further identify eligible projects/programs for selection of sub-recipients/awardees, and the development of contracts. This approach effectively facilitates community outreach focused on equitable outcomes. This is how we implement our approach:

Community outreach

It is critical to engage stakeholders to understand community priorities. Similar to what we have done with other clients, we work with the County to develop community surveys that will be posted on the County’s website. The purpose of the surveys is to solicit constituent recommendations for projects on which to spend the ARPA funds. As an example, we design surveys that prompt respondents to gauge how they would spend a hypothetical \$1,000 on various ARPA initiatives. Here’s how it works. The participant is given a list of 10 to 12 initiatives on which they can spend a total of \$1,000. The money can be allocated to one initiative or spread among several. The initiatives listed are based on those outlined in the ARPA legislation, as well as stated strategic objectives expressed by County officials. We then tabulate constituent priorities and communicate them to the County. A link to such a survey is included in an article below:

 [Anne Arundel Asks for Community Input on ARPA Funds](#)



We will also create an outreach plan to assist all applicants with developing viable projects/programs and then submitting application packages for funding.

Our teaming partner, **Civil Space**, is already engaged on several of our ARPA engagements providing a digital engagement platform that we believe will

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benefit the County. Civil Space is aligned with the spectrum of participation defined by the International Association of Public Participation (IAP2), and it enables participation from the community on four different levels:

- **Inform:** The public can get information about various projects
- **Consult:** The public can provide feedback on analysis, alternatives, and decisions
- **Involve:** Work with your community to create ongoing cycles of dialog and growth to encourage participation and ensure that concerns are understood and considered
- **Collaborate:** The public is a partner in all aspects of a project, including developing alternatives and finding a preferred solution

The platform is accessible on mobile devices, laptops, and desktop computers, all with the same functionality. Using this platform streamlines the process of identifying and prioritizing goals.

More information about Civil Space is provided in the **Appendix**.

### *Development of guiding principles*

Once the County has identified its stakeholder priorities for the ARPA projects, those priorities must be aligned with existing priorities. A critical component of this alignment is the creation of a “steering committee” to guide the County’s ARPA activities. This steering committee should be chaired by a member of the County’s senior management team and supported by executives in key programmatic areas such as public health, public safety, and public works. Consideration should also be given to representation from the key constituents (non-profit leaders, citizen group leaders, business leaders, etc.).

The committee should develop a set of guiding principles against which to evaluate any projects to be funded by ARPA. Here are some priorities that may be considered:

- Stakeholders’ perspectives
- Existing operating budget and capital budget initiatives
- Long-term strategic vision statements, equity statements, and other documents

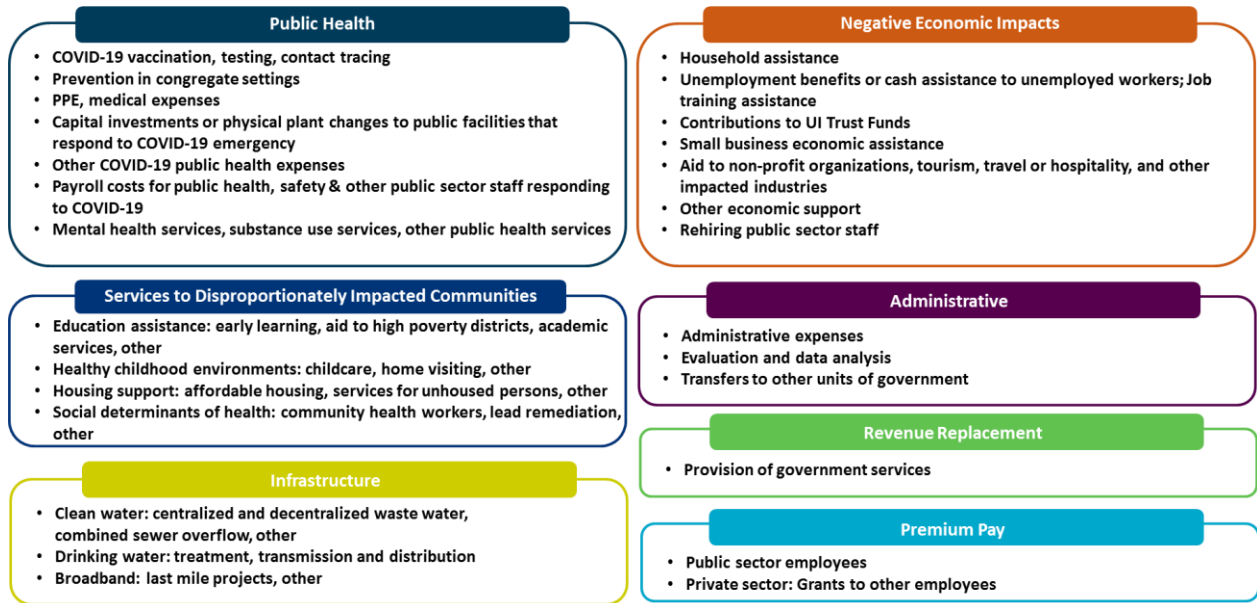
At the end, the committee should provide a document which will ensure that all internal and external stakeholders understand the criteria against which project applications will be evaluated.

### *Allowability Assessments*

We will make certain you don’t spend time evaluating projects that are not allowed under ARPA. While we begin assessing projects submitted for ARPA allowability, we recommend that the County not adjudicate any of the projects submitted through the portal until all projects are submitted. This approach allows the County to focus on projects it knows are allowable rather than having to vet undesirable projects. We will provide regular status reports to the County as we conduct our evaluation of projects.

### *Review of project applications*

We will support the County in its review and evaluation of the project applications. We first assess projects for allowability under ARPA. Our review will emphasize whether the project applications and all related project files indicate that the required data – equitable outcome measures, output measures, outcome measures, financial data, etc. – are being gathered and reported. We will also analyze the evaluation criteria the County is using to ensure alignment with the fund structure and guiding principles previously discussed as well as the ARPA programmatic areas established by Treasury as follows:



The following link demonstrates how we work with our clients to provide information to the public about ARPA project allowability, including a link to various webinars we have provided to the not-for-profit and business communities: [Public Transparency Webinars.](#)

*Maintain a current library of guidance*

As a consulting firm with a national state and local government professional services practice, we regularly monitor U.S. Congressional legislation and any implementation guidance produced by the various federal agencies. We will maintain a document detailing legislation and any additional guidance such as FAQs for each of the approved ARPA spending initiatives. The County can rely on this document to determine the allowability of costs charged to that program. The U.S. Treasury has issued substantial enabling guidance under the CARES Act, but other federal agencies, such as Health and Human Services, Homeland Security, and the Department of Education, also issued substantial guidance in the form of FAQs. We will provide a thorough document to the County detailing the impact of the FAQs on County-approved spending initiatives and update the spending initiatives controlling document. We will continue to monitor not only the FAQ guidance issued by the Treasury, but also guidance issued by other federal agencies overseeing ARPA. This library will enable us to continuously share guidance documentation and interpretations of such guidance as it becomes available from ARPA funding entities. All such documents will be maintained on the County’s ARPA website that is readily accessible.

*Adjudicate and Award*

We will present a list of allowable projects to the steering committee for approval. Once approved projects have been identified, goals, expected outcomes, and recovery impact need to be defined, documented, and presented for prioritization. Once prioritized, based on the County’s guiding principles, the projects will be included in the strategic plan for implementation. It is crucial to continually track remaining funding available. We will keep a running total of the approved project total compared to the total ARPA funding available. We encourage the County to develop, as part of its guiding principles discussed above, a timeline for spending ARPA funds. Since there are a number of years available in which to fund worthy projects, we recommend the steering committee be prudent in its project approvals. If the

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County chooses to spend its funding rapidly, worthy late comer projects, especially those arising from the earlier projects that have been funded, can't be funded.

In coordinating and assisting the County with the management of deliverables with the U.S. Treasury, we will make sure that these data elements are included in the contracts so that there will not be any gaps in the data captured for project success and compliance. All contracts/agreements must contain all pertinent and required data elements including Key Performance Indicators (KPI) so that the downstream continuous monitoring and transparency processes are streamlined for meeting all reporting requirements in accordance with the U.S. Treasury department's guiding principles. For each project, we will assist the County to gather the financial and non-financial performance indicators and record them, as appropriate, in the seven (7) programmatic areas described above. As part of our educational webinars for the proposers/applicants, we guide applicants to capture project financial and non-financial performance indicators that must be continuously monitored.

For disbursement of the award to the awardees, we will work with the County to ensure that the contracts/grant agreements are prepared to ensure that (1) the vendor/grantee is contractually required to provide the relevant data necessary for the County to submit to the U.S. Treasury and (2) the allowable amount is properly disbursed to the recipients.

*Tracking project files*

The County must establish project files, so we will devise a systematic tracking mechanism of all ARPA projects to meet that need. This will include an electronic workbook that contains required data elements, such as recovery spending, performance, and outcome. The master workbook would consolidate all



individual project workbooks into one master file. Our current clients have found the master electronic workbook and our project assessment template effective in understanding the status of all their strategic ARPA programs and associated activities. This framework for the buildout of the workbook is as follows:

Description	Expenditure Category	Eligible Use Category	Funding Amount			Comments	
			6/1/2020	9/2/2020	Total Funds Awarded		
Staff Costs & Infrage	EC 2.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	0.00	NA/AR Comments inserted by date
Equipment	EC 2.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	NA/AR Comments inserted by date
Food Procurement	EC 2.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	NA/AR Comments inserted by date
Administration	EC 2.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	NA/AR Comments inserted by date
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

Please see our sample workbook and project assessment template in the **Appendix**.

Continuous Monitoring / Transparency

Once all awardees have mobilized their projects, we can assist you with the monitoring, compliance, and required reporting activities. The following illustrates monitoring as a continuous process throughout our engagement and reporting milestones based on U.S. Treasury's due dates.

## Continuous Monitoring Activities

### *Assess internal control*

It is imperative that the County maintain its sound internal control over financial reporting to ensure that these ARPA funds are administered effectively and efficiently. We will perform a “walk-through” of your internal control over financial reporting related to grants to ensure that we have a deep understanding of your internal control environment. We will utilize the Committee of Sponsoring Organizations (COSO) framework of 5 components and 17 principles to assess the adequacy of design of your internal control over financial reporting of your grants management process. If we identify a deficiency in the design or operating effectiveness of a control, we will notify the County of the following:

- The condition relating to the control deficiency identified
- The criteria we are using to determine that the control is deficient
- The cause of the control deficiency
- The effect, or impact, of the control deficiency on your internal control over financial reporting
- Our recommendation on how to remediate the control deficiency

Upon concurrence of the existence of the control deficiency and our recommendation for remediation, we will assist the County in implementing the remediated control and monitor the remediated control to determine whether it is operating effectively.

### *Monitor transactions reported in the County's General Ledger*

Once the projects are approved, the County must establish appropriate cost centers in the financial system. Going forward, we assume County personnel are recording all ARPA transactions accordingly. It is important to ensure that such ARPA funding is properly controlled as well as compliant with ARPA regulations. We will review County internal control policies and cost center taxonomy for compliance with reporting requirements previously outlined. We will perform a “pre-audit” by inspecting and verifying transaction documentation to verify each transaction has been properly processed in accordance with established policies and procedures and is allowable under ARPA regulations. Performing this pre-audit will prevent future audit risks.

We will use the pre-audited cost center data to assist the County in preparing monthly reports for each of the approved ARPA projects. Each of these reports will be reconciled to the General Ledger and made available for the independent auditors should the program be selected for the Uniform Grant Guidance audit. All reports will be provided to the appropriate County official for approval before submission to the U.S. Treasury, and we will be available to meet with County officials to address any questions they might have about the monthly report.

### *Monitor non-financial indicators*

Under ARPA, there is a tremendous volume of non-financial KPIs that must be gathered. We will ensure the required KPIs are collected, and the information is reliable. We will then provide all KPI information to the County in an approved format.

### *Monitor grantees and business incentive recipients*

A subrecipient is a non-County entity that receives a subaward from the County, such as a business or not-for-profit, to carry out County ARPA projects. We will

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conduct monitoring of subrecipients in accordance with the Uniform Grant Guidance requirements (2 CFR 200). Using that guidance, we will assist the County to perform a risk assessment of its subrecipients. If a subrecipient is high risk, we will assist the County in conducting virtual or in person audits. The focus of these audits will be whether the data supplied by the grantee is properly supported by the books and records and whether the grantee has internal control processes in place so that the County can rely on the data provided. For moderate risk grantees, we will assist the County in performing “desk audits” which consists primarily of analytical procedures. A limited review consisting of reasonableness tests will be conducted for low-risk grantees.

Monitoring business incentive recipients depends on the structure of the project. We will assist the County with its review of any business incentive eligibility documentation. If the business must certify certain aspects of its performance as a condition of using the funds – for instance, hiring a certain number of employees back to work – we will assist the County in monitoring whether the business has complied with these requirements. Monitoring both financial and non-financial performance indicators is critical to data integrity.

During this phase, we will work with third party ARPA grant fund recipients to ensure they designed and implemented sound internal controls which are needed to assess federal eligibility requirements. Upon the conclusion of our internal control monitoring visit, we will document our findings and identify expenditures that do not meet the federal eligibility requirements. Finally, we will recommend remediation actions to be taken by the fund recipients, if applicable. This will ensure that subrecipients provide procurement and expenditure reports that are in compliance with ARPA.

### Transparency

In our view, parties that require reporting transparency are *County Chairman, Board of Commissioners, Constituents, and the Federal Government*. We will continuously keep these stakeholders informed and aware of grant activities. There will be a high degree of scrutiny on performance, both financial and non-financial, of all authorized projects.

Below is a description of information that each party may require as part of reporting transparency:

#### *County Chairman*

In order to maximize the ARPA funding usage, we will prepare and design reports that will identify the following, by each ARPA program:

- Total ARPA funding awarded,
- Expenditures charged to date,
- Planned spending in the future, and
- Funding remaining after actual and planned spending is accounted for.

A meaningful analysis of planned future spending is key. We will work closely with County programmatic and budget/accounting personnel to leverage existing processes. We will meet with those responsible for developing future spending plans to ensure they are based on existing documentation, such as a contract, purchase orders, etc. The goal is to avoid the risk that these plans become merely a “plug” to demonstrate that all funding will be used, without any specific provision on how it will be spent in the future. If it appears there will still be ARPA funding available in the program, we will work with program managers to

identify: (1) any prior spending which may have been charged to other sources but should be charged to ARPA funding and (2) any potential future spending which could be accelerated by charging to ARPA.

Prior spending may also be identified through the use of data analysis tools which will help to identify expenditures that should be considered for ARPA funding. We will provide written recommendations if any such changes to spending plans or prior spending amounts need to be made.

#### *Board of Commissioners*

We will assist the County to develop periodic reports for the County Board of Commissioners so that they can exercise oversight responsibilities. We believe these reports should present aggregated data, by project, demonstrating the progress, both financially and non-financially. Recommendations for changes to project funding should accompany this report.

#### *Constituents*

Similar data provided to the Board of Commissioners should also be published on County's website to demonstrate to its constituents that spending is prudent and for the intended purpose. We will work with the County to identify a meaningful method of providing such information clearly to the public.

In addition, we will attend meetings and make presentations as directed by the County. We understand that important parties, as listed above, requires specific reporting and presentation content. We will host and facilitate both virtual and in-person panel discussions, public hearings, and government body meetings, if need be.

#### *U.S. Treasury*

As of the date of this proposal, U.S. Treasury requires recipients the size of the County receiving more than \$10 million in funding to submit quarterly reports in addition to the interim report that we assume the County filed on 8/31/21. We will continue to monitor the Treasury's guidelines related to reporting requirements.

#### *Reporting*

The initial quarterly Project and Expenditure Report will cover three calendar quarters from the date of award to December 31, 2021 and must be submitted to Treasury by January 31, 2022. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 calendar days after the end of each calendar quarter.

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The table below summarizes the quarterly report timelines:

<b>Report #</b>	<b>Year</b>	<b>Quarter(s)</b>	<b>Period Covered</b>	<b>Due Date</b>
1	2021	2, 3 and 4	Award Date – December 31	1/31/2022
2	2022	1	January 1 to March 31	4/30/2022
3	2022	2	April 1 to June 30	7/31/2022
4	2022	3	July 1 to September 30	10/31/2022
5	2022	4	October 1 to December 31	1/31/2023
6	2023	1	January 1 to March 31	4/30/2023
7	2023	2	April 1 to June 30	7/31/2023
8	2023	3	July 1 to September 30	10/31/2023
9	2023	4	October 1 to December 31	1/31/2024
10	2024	1	January 1 to March 31	4/30/2024
11	2024	2	April 1 to June 30	7/31/2024
12	2024	3	July 1 to September 30	10/31/2024
13	2024	4	October 1 to December 31	1/31/2025
14	2025	1	January 1 to March 31	4/30/2025
15	2025	2	April 1 to June 30	7/31/2025
16	2025	3	July 1 to September 30	10/31/2025
17	2025	4	October 1 to December 31	1/31/2026
18	2026	1	January 1 to March 31	4/30/2026
19	2026	2	April 1 to June 30	7/31/2026
20	2026	3	July 1 to September 30	10/31/2026
21	2026	4	October 1 to December 31	3/31/2027

These quarterly reports will be the aggregation of individual project level data. Each project will need to report the following:

**Expenditures:** The recipient must be able to report on the project’s obligations and expenditures.

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure
- Original project budget

**Project Status:** The recipient must report on project status for each reporting period, in four categories:

- Not started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

The aggregated project level data will be presented in the seven ARPA programmatic categories.

Our workplan leverages your already established internal controls. We assume, unless otherwise demonstrated, that the County’s internal control over financial reporting is effective and efficient. We will work with all appropriate County departments to prepare and coordinate continuously to meet the deadlines for all reporting.

Monthly, subsequent to disbursement, we will select a relevant sample of transactions to “pre-audit” for compliance and reconciliation. This will be accomplished one month in arrears. For example, July transactions will be pre-audited by the end of August. Finally, we will prepare the required management, Board of Aldermen, constituent, and federal and state/local government reports by the end of the

following month. In short, our milestones will be incorporated into your already functioning internal control processes.

*Close-Out*

As part of our standard close-out process, we will establish and maintain documentation for auditing and grant close-out purposes. Our close-out process entails the following:

- If a grantee project requires a closeout audit, we will inquire, observe, and inspect each grantee to determine whether they maintained project-specific level expenditures in the General Ledger.
- We will select a sample of expenditures to inspect to confirm whether such expenditures have been made in accordance with applicable laws and regulations.

In conclusion, the following illustration provides a holistic view of our process throughout the life cycle of ARPA fund management. UHY will maintain feedback tools implemented in the early stage of the community engagement solicitation and feedback through the County website and continue producing data and analytics reporting on the feedback received.



Our firm does not approach an engagement of this nature simply as a contract for services. Our corporate culture is one of being a partner. We will stand with you on all downstream issues and provide over 50 years of experience in public integrity. We strongly believe in frequent and continuous communications with all stakeholders to receive feedback.

**PROPOSED DELIVERABLES**

In addition to upfront and ongoing strategic advice and technical assistance in accordance with your requirements, we have identified the following main deliverables:

- Documented advice regarding all applicable legislation, regulations, policies, and rules related to federal recovery funds
- Recommendations for appropriate policies and procedures for use of ARPA funds

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- Recommendation to maximize ARPA funding in conjunction with other local entities
- Proposed guiding principles for the use and coordination of ARPA funds
- Documentation and interpretations of guidance from ARPA funding entities
- Presentations and communications materials for community stakeholders and the public
- Description of scope and eligibility of each funding source before stakeholder engagement
- Documentation to demonstrate compliance with ARPA guidance
- Document explaining processes to meet federal reporting requirements
- Project inventory containing all required ARPA data elements
- Guidance on grants administration lifecycle from pre-monitoring, onsite monitoring, and reporting
- Findings related to waste, fraud, and abuse, if any
- Risk assessment of sub-recipients to evaluate non-compliance
- Final Close-Out Report to the County and to the Treasury Department
- Master electronic workbook that consolidates all individual project workbooks
- Presentations and communications materials for all constituents
- Instruction for appeal request and all notice and public hearing requirements, if need be
- Streamlined reporting process
- All required quarterly U.S. Treasury reporting and other reports based on the County's needs
- Regular status report

Upon mutual agreement, we are prepared to provide the County with additional deliverables as needed. For any other services, during the engagement, we will provide the County with our findings and potential areas for improvement in order to establish best practices.

## ENGAGEMENT PROJECT MANAGEMENT

### *The Next Level of Service*

In executing all our engagements, we have developed a project management program that can be customized to meet the needs of the County. Our project management plan is created in adherence with the industry best practices, outlined in The Project Management Body of Knowledge (PMBok). The Project Management Body of Knowledge is published by the Project Management Institute (PMI) and presents a set of standard guidelines for project management.

It provides a disciplined approach to effectively manage a project on time and within budget, achieving project objectives and intended benefits.

Throughout the project, in addition to establishing project governance and stakeholder communication, the scope, budget, schedule, cost, resource, quality, risks, and issues, are managed, measured, communicated, and reported on.

Part of this project management plan involves:

Assembling a team that has a combination of the appropriate knowledge and experience relevant to the County’s needs.

Resources entering time spent working the previous day, by engagement to track against the budget and estimate time to completion.



Managing agreed-upon scope of work to effectively deliver results on time and within budget to meet the County’s requirements.

Developing a budget for each engagement to guide the activities executed by the assigned personnel to finish on time & on budget.

Our project management process provides personal attention and direct involvement from partner to staff in all stages of the engagement to ensure the prompt resolution of potential risks and issues. It allows us to serve our clients effectively by maintaining a strong and firm commitment to implement quality in every engagement.

The pandemic has demonstrated that professional services such as those contemplated by the County can be effectively and efficiently delivered in a virtual environment. Much of the work associated with grants management oversight, and specifically ARPA administration, can be delivered virtually. However, if the County requires us to be physically on-site to conduct a meeting, we have the ability to conduct such a meeting in person.

### ENGAGEMENT COMMUNICATION PROCESS

Depending on the restriction in force, your team may not be allowed to have the traditional “face to face” interaction. In such case, we will use technology and virtual platforms such as Zoom, GoToMeeting, or similar video conferencing technology, to hold such meetings. We will conduct our kick-off session, status meetings, and other meetings virtually unless requested otherwise. We believe that these meetings are critical to the appropriate execution of the scope of this work, and we will continue to hold them, just in a different manner. We also plan to use a software product called Suralink to facilitate document transfer. Suralink operates using a secure file transfer protocol so we can upload all documents safely. Only invited users will be able to upload and download documents. We will automatically track uploaded documents and report out the status of all items to both the County and UHY. This will also allow us to manage who can access the data submitted for the review and thereby ensure that it is transmitted and maintained securely. We will also monitor the status of outstanding requests to keep the project on time and on budget. In any event, we will follow the County’s protocols during the entirety of the engagement.

*The next level  
of service*

## COST PROPOSAL

We strive to keep our fees at the most reasonable level consistent with the highest professional standards. We look forward to a long-term relationship with the County, one that is professionally satisfying and makes sound business sense for all parties. We are innovative-minded professionals with great experience but without the premium price.

The fees are based on an hourly rate by labor category. We do not charge for routine discussions related to our ongoing services or out-of-pocket costs. However, if any inquiry leads to work approaching the project level, we will meet with your management to agree on the scope of the services and final deliverables. As we approach the contract ceiling, or should the level of effort for the continuous monitoring phase or the transparency phase be substantially different than what we have proposed, we will provide you with additional information to support our request for a change in scope to the engagement. If our fee estimate is not in line with your expectations, we would be happy to discuss further and assess the balance between scope, cost and value. We have taken measures to be price sensitive on all our engagements and encourage a candid dialogue regarding our proposed fees.

Should our assumptions with respect to these matters be incorrect or should the condition of the records, degree of cooperation, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may need to adjust our fees and planned completion dates accordingly. If we anticipate additional professional fees for reasons beyond our control, we will discuss the matter with you before we proceed.

Below, please find our hourly billing rate that we will hold through 2024 and the associated hours with annual cost. We anticipate that funds will be expended by 12/31/2024. If the County extends its use of its ARPA funding past that date, we will not increase our hourly rates by greater than 3 percent per year.

<b>Labor Category</b>	<b>Bill Rate</b>	<b>Hours</b>	<b>Cost</b>
Partner/Managing Director	\$275	50	\$13,750
Manager	\$200	100	\$20,000
Senior	\$150	150	\$22,500
Staff	\$100	150	\$15,000
Total Annual Cost			\$71,250

As we have provided these services around the country, we have sought to be cost competitive. We also believe that these administrative expenses should be minimized so that the ARPA funding can be used for its intended purpose.

# APPENDIX

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of service*

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## UHY RESUMES

### JACK REAGAN



**PARTNER, UHY LLP  
MANAGING DIRECTOR, UHY ADVISORS,  
INC.**

Email: jreagan@uhy-us.com  
Direct: (410) 423-4832

**INDUSTRY EXPERTISE:**

- State and Local Government
- Federal Government
- Not-for Profit

**ACTIVE & PRIOR PROFESSIONAL  
MEMBERSHIPS:**

- American Institute of Certified Public Accountants (AICPA)
- Association of Government Accountants (AGA)
- Association of School Business Officials (ASBO)
- Government Finance Officers Association (GFOA)

**ACTIVE & PRIOR CIVIC MEMBERSHIPS:**

- University of Richmond Accounting Department Advisory Board
- University of Richmond Robins School of Business Dean's Advisory Board
- DC Scores

Jack is a member of UHY's audit practice out of Columbia, MD and has recently been appointed to UHY LLP's Management Committee. Jack has over 30 years of experience serving state and local governments, local school districts, federal government entities, and not for profit organizations as both an auditor and consultant. He has served many of the largest state and local government entities throughout the country including: New York City, Boston, San Jose, Nashville and Washington, D.C., as well as the states of New York, Texas, New Jersey, Delaware and California and Fairfax County (Va.), Loudoun County (Va.) and Montgomery County (Md.). Jack currently leads many ARPA consulting engagements for cities and counties across the nation. He also serves as an ARPA subject matter expert for the City of Detroit, MI.

Jack has successfully assisted numerous localities obtain and maintain their GFOA and ASB Certificates of Excellence in Financial Reporting. He is a widely sought after speaker on emerging issues facing these entities, from technical accounting matters to grants management to other financial management issues. Jack recently was the first recipient of the University of Richmond Accounting Department Alumni of the Year for his contributions to students at his alma mater.

**PROFESSIONAL EXPERIENCE:**

- Deep experience assisting state and local governments improve their internal control over financial reporting
- Extensive knowledge of budget development process and assisting clients in maximizing revenues and minimizing expenditures
- Strong experience working with investment bankers and other professionals in developing offering documents for bond offerings
- Assisted several federal government entities to obtain their first "clean" audit opinion

**BACKGROUND:**

- Licensed CPA in the states of Maryland and Virginia
- Certified Internal Controls Auditor
- BSBA in Accounting, University of Richmond, May 1989

**THOUGHT LEADERSHIP:**

- Association of Government Accountants National Professional Development Training Conference Co-Chair – February 2017
- Michigan Society of Certified Public Accountants Government Day Speaker
- Maryland Society of Certified Public Accountants Government Day Speaker
- New York State Association of Government Accountants Government Day Speaker
- National Association of Counties Annual Legislative Update Speaker on Emerging Governmental Accounting Issues
- Virginia Municipal League Annual Conference Speaker on Emerging Governmental Accounting Issues
- Columbia Webinar Speaker on governmental accounting and grants management issues
- Government Finance Officers Association Special Review Committee Member
- Association of School Business Officials Special Review Committee Member

## JASON OSTROSKI



Jason Ostroski, a principal in the Audit and Assurance Department, focuses his practice on state and local government clients, in particular governmental retirement systems and investment practices. With more than 18 years of experience, he is well-versed in serving public pension clients.

### PROFESSIONAL EXPERIENCE:

- Audit principal with an emphasis on state and local agency pension plans and retirement systems
  - Planned and managed audits to assure they were completed timely, accurately and in accordance with audit and accounting standards.
  - Improved client operations and reporting by recommending specific improvements to their internal control structure by leveraging experience obtained working with a variety of organizations.
  - Reviewed various systems' CAFRs to assure they complied with the GFOA's requirements and that they received the Certificate of Achievement for Excellence in Financial Reporting Program
- Controller of the \$5 billion District of Columbia Retirement Board (DCRB) which provided retirement benefits to the police officers, firefighters and teachers of the District of Columbia
  - Participated in field testing the exposure drafts of the new GASB pension standards
  - Collaborate with DCRB's investment department and consultants to implement processes over the review and evaluation of DCRB's alternative investments to assure they were properly valued and disclosed
  - Reorganized the accounting department and redesigned the monthly and year end closing processes to achieve more efficient and accurate accounting operation which resulted in reduced audit findings
  - Oversaw the preparation of DCRB's annual actuarial evaluation

### BACKGROUND:

- Licensed CPA in the state of Maryland
- Bachelor of Science in Accounting, Grove City College, Grove City, PA

### THOUGHT LEADERSHIP:

- Jason serves as a subject matter resource on government retirement systems, assisting with the design and evaluation of audit procedures and by providing training internally and externally on topics ranging from auditing alternative investments to the implementation of new GASB standards including GASB 67, 68, 74 and 75.

### PRINCIPAL, UHY LLP

Email: [jostroski@uhy-us.com](mailto:jostroski@uhy-us.com)  
Direct: 410 423 4839

### INDUSTRY EXPERTISE:

- State and Local Government

### ACTIVE & PRIOR PROFESSIONAL MEMBERSHIPS:

- Maryland Association of Certified Public Accountants
- Pennsylvania Association of Certified Public Accountants
- Government Finance Officer Association
- Public Pension Financial Forum
- American Institute of Certified Public Accountants

## HEIDI BOWER



Heidi specializes in the Risk Advisory Services practice where she focuses on internal audit, internal controls, risk, governance and analytics. She has over 20 years of experience in State and Local Government, automotive, financial services, healthcare and manufacturing. She has a proven track record of providing great customer service with global organizations in multiple industries.

### PROFESSIONAL EXPERIENCE:

- Managed global internal audit engagements including annual risk assessment, annual audit plan development, and execution of internal audits
- Increased AML organizational efficiency of 3 Payment Services business lines by 30% by leading resource and process redesign training employees and improving workflows through data remediation, risk assessments, gap analysis and testing.
- Led strategy and implementation of multiple business process redesigns of leading bank with over \$22 billion in revenue by increasing accountability, managing operational risk, training subject matter experts (SMEs) and initiating data analytics.
- Developed and implemented change management strategy, methodologies and organizational structure integrating multiple internal business units (mortgage, fraud) for top-ranked bank
- Led SAP Role Redesign for leading financial services company to decrease roles by over 70% focused on industry trends, strategy and implementation planning to assign roles and segregate duties to reduce internal fraud risk
- Developed Corporate Internal Audit department for spin-off and conducted strategic risk assessment with executive leadership aligning audit plan with priority risks impeding accomplishment of corporate objectives
- Directed Sarbanes-Oxley (SOX) implementations and testing at global corporations

Senior MANAGER, UHY ADVISORS  
MI, INC.

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Direct: +1 734-474-3621

### INDUSTRY EXPERTISE:

- State and Local Government
- Financial Services
- Manufacturing
- Healthcare
- Automotive Suppliers

### ACTIVE & PRIOR PROFESSIONAL MEMBERSHIPS:

- Institute of Internal Auditors (IIA)

### ACTIVE & PRIOR CIVIC MEMBERSHIPS:

- ChadTough – Gala Executive Committee Member, Sponsor Administrator

### BACKGROUND:

- Certified Internal Auditor
- Certified Risk Management Assurance
- Prince 2
- B.S. in Marketing, Pennsylvania State University

## CLAIRE COLLINS



### CONSULTING MANAGER, UHY ADVISORS MID-ATLANTIC MD, INC.

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Direct: 410 423 4835

#### INDUSTRY EXPERTISE:

- State and Local Government
- Federal Government
- Not-for-Profit

#### ACTIVE & PRIOR PROFESSIONAL MEMBERSHIPS:

- International City/County Management Association
- National Association of Counties Rural Action Caucus
- Phi Kappa Phi National Honors Society
- Virginia Commonwealth University Alumni Association Board
- Virginia Economic Developers Association
- Virginia Local Government Management Association

#### ACTIVE & PRIOR CIVIC MEMBERSHIPS:

- Bath Senior Center Advisory Committee
- Bath-Highland Virginia Cooperative Extension Leadership Council
- Covington-Hot Springs Rotary Club
- Shenandoah Valley Partnership Board of Directors
- Sorenson Institute for Political Leadership Regional Board
- Total Action for Progress Board of Directors

Claire, consulting manager in the Audit & Assurance Department, offers more than 30 years of hands-on professional experience in the private, nonprofit, and public sectors. Her skills and experience include executive level program and project policy development, evaluation and analysis, implementation, and management along with quality assurance and quality control in disaster planning, response, recovery, and mitigation, grants administration, and federal, state, and local government services focused on intergovernmental affairs. She has the stamina and ability to build strong relationships with stakeholders and clients to take any policy, program, project and/or situation working collaboratively with diverse teams resulting in positive community benefit and success above and beyond expectations.

#### PROFESSIONAL EXPERIENCE:

- Extensive technical expertise guiding and supporting state and local government in pre-planning, implementation, monitoring and compliance of ARPA, CRF, and federal funded projects.
- Strong experience and knowledge in managing and administering local government operations, financial and human resources, and regulatory requirements for expansive use of external fiscal resources.
- Assisted state and federal government agencies to oversee disaster survivor programs and projects for recovery and mitigation from inception to closeout.

#### BACKGROUND:

- FEMA Badge, TS2 Clearance and Certifications: Certified Project Specialist, Certified PA Program Field Operations, Certified Project Worksheet Development, Certified Debris Management
- ICMA Credentialed Manager
- NIMS Certification
- Senior Executive Leadership Institute, University of Virginia
- Master of Public Administration, Executive Management and Policy Analysis, Virginia Commonwealth University
- Bachelor of Arts, Political Studies, North Carolina Wesleyan College (included year at University of Aberdeen, Scotland)

#### THOUGHT LEADERSHIP:

- Publication of article entitled, "Just What is Economic Development?"
- Numerous presentations with different audiences (APA, ICMA, NLC, NACo, SAME, VACo, VML, VLGMA, VEDA, VDEM, VPDC, and others)



**SAMPLE ELECTRONIC PROJECT WORKBOOK**

**Project Name** City of X Project Y

**Identification Number** N/A

Description of the Project:

Agreement with the ABC, Inc., a nonprofit organization, to manage and administer the City's Coronavirus Relief Fund allocation for the purpose of distributing CARES Act funds to local community service providers.

Description	Expenditure Category	Eligible Use Category	Funding Amount				Comments
			6/1/2020	9/2/2020	2nd Amendment, no date	Total Funds Awarded	
Staff Costs & Fringe	EC 2.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	6/1/20 Comments inserted by date
Equipment	EC 2.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	6/1/20 Comments inserted by date
Food Procurement	EC 2.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	6/1/20 Comments inserted by date
Administration	EC 7.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	6/1/20 Comments inserted by date
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

**Use of Funds**

Please provide a description of the intended use of funds, strategies designed to ensure maximum program's impact and how it connects with the City's intended use of the funds. Please explain how the program objectives benefits the City on each of the following areas (select those that apply):

**Public Health (EC 1):**  
As relevant, describe how funds are being used to respond to COVID-19 and the broader health impacts of COVID-19 and the COVID-19 public health emergency.  
Utilize Coronavirus Relief Funds to expand its emergency food assistance efforts throughout the City. Funds will be utilize for staff costs, small equipment purchases and food procurement to support food pantries and food assistance efforts through the City, with priority given to developing consistent food assistance efforts in high needs areas identified in partnership w/the Corporation.  
Most of the funds were used to purchase food (dry, canned and produce) to supplement donated and government foods to support emergency feeding organizations (from Final Report to ACDS).

**Negative Economic Impacts (EC 2):**  
As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including to households and small businesses.  
Since COVID-19 began, we have seen food insecurity in our community increase and food donations decrease dramatically. During this time of year the AACFB used to serve approximately 5,000 households per month, now we see approximately 22,500 households show up each month for food at our emergency feeding pantries. This need is particularly acute among people who have worked in the gig economy and do not receive unemployment benefits (from Final Report to ACDS).

**Services to Disproportionately Impacted Communities (EC 3):**  
As relevant, describe how funds are being used to provide services to communities disproportionately impacted by the COVID-19 public health emergency.  
Unique household or individual data are unavailable at Pantry on the GO or Fresh Food Fridays food distributions due to limited intake at pantries due to COVID. (All numbers are approximate as we have not yet received all of the monthly reports for December 2020).

**Premium Pay (EC 4):**  
As relevant, describe the approach, goals, and sectors or occupations served in any premium pay program. Describe how your approach prioritizes low-income workers.  
No mention of any premium pay provided to essential workers.

**Water, sewer, and broadband infrastructure (EC 5):**  
Describe the approach, goals, and types of projects being pursued, if pursuing.  
No mention of any water, sewer and broadband infrastructure projects being pursued.

**Revenue Replacement (EC 6):**  
Describe the loss in revenue due to the COVID-19 public health emergency and how funds have been used to provide government services.  
Funds were also used to purchase computers and telephones necessary to track and ensure systems stay up and running during Covid. Funds were also used to increase staff to keep up with the increasing demand by hiring temporary workers to replace the Detention Center workers who no longer able to leave the prison due to Covid (from Final Report to ACDS).

<p><b>Promoting Equitable Outcomes</b> Describe efforts to to promote equitable outcomes, including how programs were designed with equity in mind. This section should include a description of how the City will consider and measure equity at the various stages of the program, provide your responses in the sections below:</p>
<p><b>A) Goals:</b> Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within the City? <i>No mention of any efforts made to benefit underserved, marginalized, or adversely affected groups.</i></p>
<p><b>B) Awareness:</b> How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF? <i>No mention of any efforts to made to increase City residents or business awareness of services funded by the SLFRF.</i></p>
<p><b>C) Access and Distribution:</b> Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria? <i>No mention of any data on the levels of access to benefits and services available.</i></p>
<p><b>D) Outcomes:</b> Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective? <i>No mention of intended outcomes from the project.</i></p>
<p><b>Additional Information - Selected Expenditure Categories</b> This section should describe how the City's planned or current use of funds prioritizes economic and racial equity as a goal, names specific targets intended to produce meaningful equity results at scale, and articulates the strategies to achieve those targets. The initial report must describe efforts to date and intended outcomes to promote equity. Each annual report thereafter must provide an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period. Please also describe any constraints or challenges that impacted project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities. In addition, this section should explain how the City's overall equity strategy translates into the specific services or programs offered by your jurisdiction for the following expenditure categories:</p>
<p><b>Negative Economic Impacts (EC 2):</b> This includes assistance with food, housing, and other needs; employment programs for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); and other strategies that provide disadvantaged groups with access to education, jobs, and opportunity.</p> <p>Approximately 150,000 households or 400,000 individuals were assisted through Cares funding with emergency food by AACFB Emergency Food Partners. This includes 91,000 HH or 165,000 individuals at Pantry on the Go in partnership with Youth and Family Partnerships: 13,000 HH through Fresh Food Fridays in partnership with the Depart. Of Aging and Disabilities and 43,000 unique HH or 233,000 individuals at Emergency Pantries throughout AA City. There was a significant increase since COVID-19. Prior to COVID-19, the AACFB served approximately 25,000 individuals or 5,000 families a month. During COVID-19, we have served over 55,000 individuals or 22,000 families a month. We collect the data using forms as the clients are coming in to receive food/goods then we enter that info into an Excel database system or reports are submitted to Youth and Family Partnerships who in turn report data to the AACFB. In the beginning it was challenging to obtain a regular source of food to purchase the volume of food needed for each event, but since that time we have been able create new accounts with various vendors to purchase food with CRF funds to fill in gaps. These funds also provided warehouse labor to process the necessary food to meet the increased need of our City residents. Our pantries continue to report an increase in need. Financial hardship takes time to recover, we expect the need to continue for six to twelve months after we get through the COVID pandemic. We are extremely grateful to receive \$1.375 million to continue efforts through AA City for the next six months. Additional funds may be needed over the next six months which we are actively working to secure. Since COVID began the AACFB has distributed over 4 million pounds of food to those in need. In FY20 the AACFB distributed 2.6 million pounds of food. The need has grown exponentially and with the supportive funding through ACDS and AA City the AACFB has been able to meet these needs and ensure food was available (from Final Report to ACDS).</p>
<p><b>Services to Disproportionately Impacted Communities (EC 3):</b> This includes services to address health disparities and the social determinants of health, build stronger neighborhoods and communities (e.g., affordable housing), address educational disparities (e.g., evidence-based tutoring, community schools, and academic, social-emotional, and mental health supports for high poverty schools), and promote healthy childhood environments (e.g., home visiting, child care). <i>No mention of intended outcomes from the project.</i></p>

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<p><b>Other Information Required</b></p> <p><b>Community Engagement :</b> This section should describe how the City’s planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from constituents, community-based organizations, and the communities themselves (EC 3). Where relevant, this description must include how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.</p> <p>No mention of community engagement efforts made.</p>	
<p><b>Labor Practices :</b> This section should describe the workforce practices on any infrastructure projects being pursued (EC 5), including how are projects using strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment opportunities for workers. For example, this section should report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.</p> <p>Hiring of resources was performed to address increase in providing food and services, however, there's no data on labor standards and/or other metrics to ensure it was effective and efficient.</p>	
<p><b>Use of Evidence :</b> The Recovery Plan should identify whether SLFRF funds are being used for evidence-based interventions and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. The City must briefly describe the goals of the project, and the evidence base for the interventions funded by the project. The City must specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Public Health (EC 1), Negative Economic Impacts (EC 2), and Services to Disproportionately Impacted Communities (EC 3) Expenditure Categories.</p> <p>There's no data on evidence-based interventions and/or evaluations made of programs available.</p>	
<p><b>Reporting Requirements</b> The Recovery Plan must include key performance indicators for the major SLFRF funded projects undertaken by the recipient. The City has flexibility in terms of how this information is presented in the Recovery Plan, and may report key performance indicators for each project, or may group projects with substantially similar goals and the same outcome measures. The initial report should include the key indicators above. Each annual report thereafter should include updated data for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand the any changes in performance indicators over time. To the extent possible, Treasury also encourages recipients to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors.</p>	
<p><b>Required Performance Indicators and Programmatic Data:</b> While the City has discretion on the full suite of performance indicators to include, a number of mandatory performance indicators and programmatic data must be included. These are necessary to allow Treasury to conduct oversight as well as understand and aggregate program outcomes across recipients. This section provides an overview of the mandatory performance indicators and programmatic data. This information may be included in the City’s Recovery Plan as they determine most appropriate, including combining with the section above, but this data will also need to be entered directly into the Treasury reporting portal. Below is a list of required data for each Expenditure Category:</p>	
<p><b>Household Assistance (EC 2.2 &amp; 2.5) and Housing Support (EC 3.10-3.12):</b></p> <ul style="list-style-type: none"> <li>•Number of people or households receiving eviction prevention services (including legal representation) _____</li> <li>•Number of affordable housing units preserved or developed _____</li> </ul>	<p>No mention of housing assistance efforts to prevent eviction nor how many housing units preserved/developed.</p>
<p><b>Negative Economic Impacts (EC 2):</b></p> <ul style="list-style-type: none"> <li>•Number of workers enrolled in sectoral job training programs _____</li> <li>•Number of workers completing sectoral job training programs _____</li> <li>•Number of people participating in summer youth employment programs _____</li> </ul>	<p>No mention of job sectoral job trainings provided nor summer youth employment programs provided.</p>
<p><b>Education Assistance (EC 3.1-3.5):</b></p> <ul style="list-style-type: none"> <li>•Number of students participating in evidence-based tutoring programs _____</li> </ul>	<p>No mention of evidence-based tutorial programs being offered.</p>
<p><b>Healthy Childhood Environments (EC 3.6-3.9):</b></p> <ul style="list-style-type: none"> <li>•Number of people or households receiving eviction prevention services (including legal representation) _____</li> <li>•Number of affordable housing units preserved or developed _____</li> </ul>	<p>No mention of eviction prevention services being offered.</p>



## CIVIL SPACE

**Civil Space is an accessible hub for engagement and collaboration—built by strategists, designers, and developers who believe that responsibly-designed technology can empower meaningful change.**

True digital engagement is so much more than broadcasting and collecting feedback. With Civil Space, engagement is the town hall reimaged. A robust, nimble, accessibility-compliant suite of digital engagement tools designed for sharing community-driven ideas, Civil Space is built to educate and provide context, raise engagement levels, and harness the feedback that matters.

Launched by Domain7 for clients across Canada, the United States, and the United Kingdom, Civil Space is built upon decades of Domain7's experience researching, designing, and developing digital solutions for civic and public sector clients.



**Collaboration is Creation**

You get better ideas when working together, not apart. Civil Space provides a trusted, welcoming digital home in which to meet and collaborate.

**Context is Critical**

Civil Space integrates with and comes alongside your in-person engagement efforts, providing audiences with a full spectrum of robust outreach activities.

**Empathy Builds Consensus**

Build empathy and consensus through visibility, dialogue, and context-sharing.

**Engagement is Iterative**

Establish ongoing cycles of informed dialogue and timely reporting, and build trust with your community.

**Trust Starts With Data**

Safeguard your participants' data, and reassure them with Civil Space's robust privacy measures.

**Design Thinking Adapted**

Our toolset is informed by the proven tenets of effective design thinking: ensuring that context, definition, and ideation lead to consensus.

Inform

Effortlessly build project hubs that give your community a home base for their content and context

Consult

Collect meaningful, actionable feedback from your participants

Involve

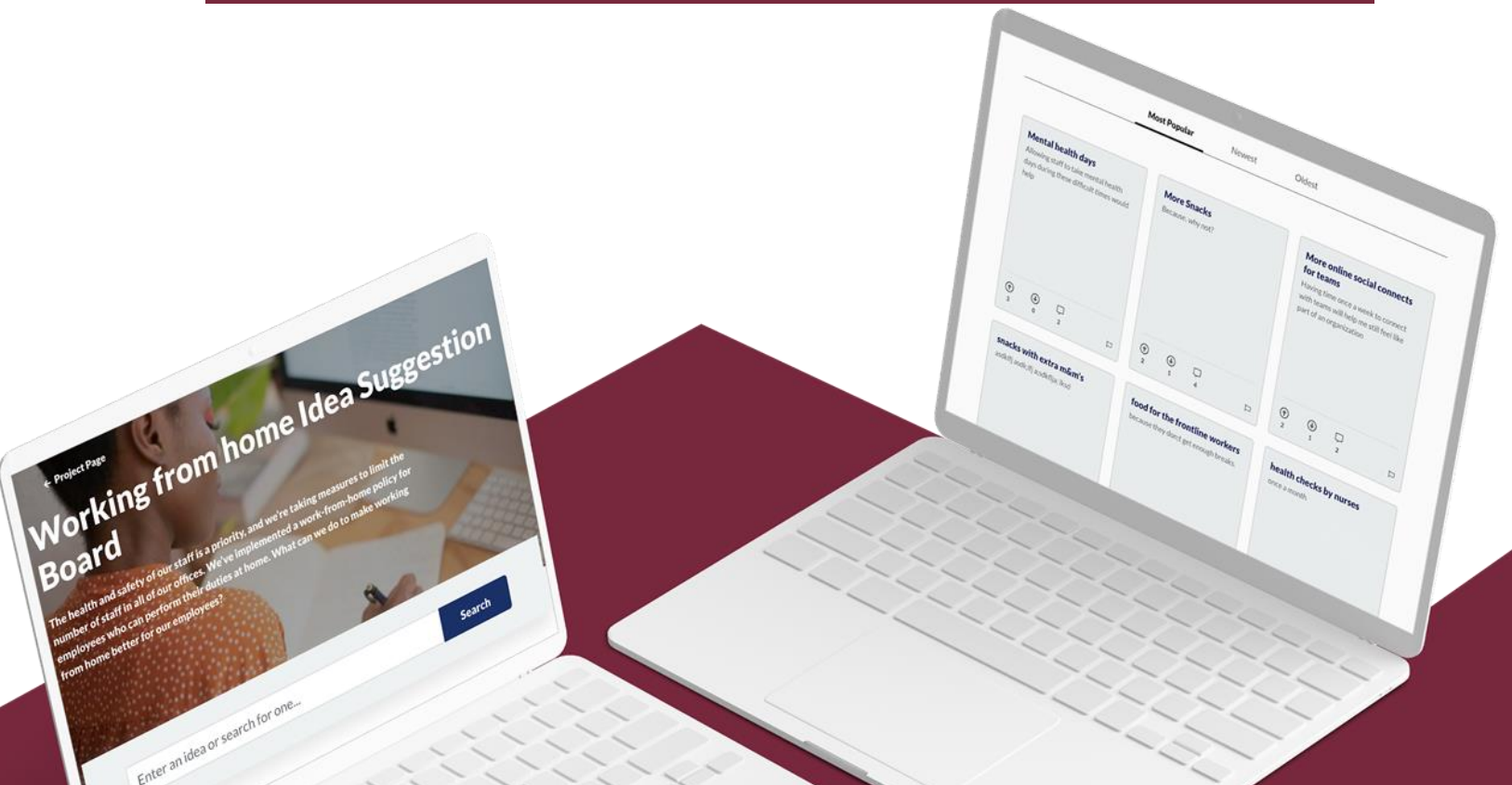
Step up your engagement practice by bringing community members opportunities to educate, gather feedback, and collaborate throughout the process.

Collaborate

Bring citizens together to start conversations, identify tensions, and build bridges

Report

Build trust and accountability with your communities by uncovering actionable insights, then close the loop by sharing what you've learned and what's going to be done.



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Columbia, MD 21046

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UHY LLP is a licensed independent CPA firm that performs attest services in an alternative practice structure with UHY Advisors, Inc. and its subsidiary entities. UHY Advisors, Inc. and UHY LLP are U.S. members of Urbach Hacker Young International Limited, a UK company, and form part of the international UHY network of legally independent accounting and consulting firms.

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**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 19<sup>th</sup> day of April 2022 (the "Effective Date"), by and between UHY CONSULTING, INC. a Delaware corporation ("UHY"), and Sarpy County, Nebraska. ("County").

**Statement of Purpose**

The parties desire to enter into this Agreement pursuant to which UHY will provide County with certain thought leadership or professional services.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration the parties hereby agree as follows:

1. Engagement.

a. County hereby agrees to hire UHY, and UHY hereby agrees to perform certain services for County, pursuant to the terms of this Agreement. For each project (a "Project") that County desires UHY to perform services (the "Services"), a detailed description of the Services, as well as any terms and conditions relating thereto, shall be set forth in detail in a "Statement of Work" in the form of Exhibit A attached hereto. Each such Exhibit A shall be signed by the parties. The parties at any time may execute and deliver a new Statement of Work relating to Services to be performed by UHY for County for a new Project, and any such Statement of Work shall be governed by this Agreement except as set forth therein. Notwithstanding anything in this Agreement to the contrary, UHY shall not be under any obligation to perform Services under this Agreement (except for those set forth in the initial Statement of Work entered into by the parties), and UHY may refuse to perform Services or enter into a Statement of Work for any reason in its sole discretion. In the event any of the terms of this Agreement conflict with the terms set forth in a Statement of Work, the terms of the Statement of Work shall control.

b. UHY represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with then prevailing industry standards and practices.

c. UHY represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Agreement and agrees to comply in all material respects with all applicable federal, state and local statutes, regulations, codes, ordinances and policies in performing its obligations under this Agreement.

2. Term; Termination.

a. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, either party may immediately terminate this Agreement upon written notice to the other party if the other party (i) has materially breached the terms of this Agreement beyond any

applicable cure period; or (ii) becomes insolvent or files for bankruptcy protection, or has a receiver appointed.

b. Upon termination of this Agreement for any reason, UHY shall be entitled to receive from County all compensation earned and all expense reimbursements owed as set forth in Section 3 below. County shall pay UHY the compensation and expense reimbursements owed as described above pursuant to the terms of this Agreement.

c. If either party terminates this Agreement prior to the completion of a Project, UHY shall complete the performance of Services pursuant to any open Statement of Work, even if such Services extend beyond the termination date, and County shall compensate UHY for the Services performed or to be performed pursuant to open Statement of Work and as provided for in this Agreement.

3. Compensation; Payment Terms; Expenses.

a. In consideration for the performance of the Services by UHY under this Agreement, County will pay UHY the fees and compensation reflected on each Statement of Work executed pursuant to this Agreement (the “Services Fee”), as described in Exhibit B. As the Services Fee will vary depending on the scope of Services performed on each Project, each Statement of Work will detail the agreed upon Services Fee. UHY shall be responsible and liable for any and all related costs and expenses on a Project, except for such reimbursable expenses as may be mutually agreed upon by County and UHY in the Statement of Work. UHY shall be reimbursed for any pre-approved travel and expenses associated with the performance of Services at any location other than the principal office of UHY.

b. UHY will periodically provide County with an invoice supporting any request for fee payment or reimbursement of expenses. County shall pay all invoices received by it from UHY within thirty (30) days of County’s receipt of such invoices (the “Due Date”).

c. In the event County fails to pay UHY all amounts owed under any invoice by the Due Date, and such failure to pay continues for five (5) days after the Due Date, UHY may: (i) in its sole discretion, suspend its performance of the Services for County until it is paid in full all amounts then owed (including all interest payable hereunder); and (ii) charge interest on all overdue sums hereunder at the rate of interest of eighteen (18.0%) percent per annum from the date such payment is due until paid.

4. Independent Contractor Status; Use of Affiliated Entities.

a. UHY's relationship with County hereunder shall be that of an independent contractor and as such, UHY shall perform its obligations under this Agreement as an independent contractor and not as an agent or joint venture partner of County. UHY shall be solely responsible for and shall pay any and all income taxes, fees and assessments (and all interest or penalties thereon) of every kind and nature arising by reason of or in connection with UHY's performance under this Agreement.

b. UHY has a contractual arrangement with UHY LLP whereby UHY LLP provides UHY with professional and support personnel and performs all services in connection with UHY engagements for which licensure as a CPA firm is required. In addition, UHY may use employees from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. County hereby acknowledges UHY and agrees to the use of UHY LLP professional and support personnel for any Projects for which licensure as a CPA firm is required, as well as UHY’s use of any employees from any of its affiliated entities on a Project as determined by UHY in its

sole discretion. UHY LLP is an independent firm of certified public accountants which performs attest services in an alternative practice structure with UHY and its affiliated companies; however, as used in this Agreement, all references to "affiliates" or "affiliated entities" of UHY or terms of similar import shall be deemed to be inclusive of UHY LLP.

c. UHY may use independent contractors from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. County hereby acknowledges County and agrees to UHY's use of independent contractors from any of its affiliated entities on a Project as determined by UHY in its sole discretion.

d. On each Statement of Work, UHY shall designate a Project Manager who will be the main point of contact for County on each Project.

5. Intellectual Property Rights.

a. The parties hereby agree that all writings, tapes, recordings, computer programs, designs, and other works in any tangible medium of expression, regardless of the form or medium, which have been or are prepared by UHY in connection with rendering the Services hereunder (collectively the "Work Product") shall belong solely and exclusively throughout the world by UHY. Upon receipt of all amounts owed by County to UHY with respect to the Project for which the Work Product was created, UHY shall assign, grant, and deliver to County solely, exclusively and irrevocably throughout the world all ownership rights in and to the Work Product. Notwithstanding the foregoing, County hereby agrees that UHY is entitled to keep and maintain one (1) copy of each of the various types of Work Product for its records after any assignment of the Work Product by UHY to County. In addition, notwithstanding the foregoing or anything in this Agreement to the contrary, County acknowledges County and agrees that it shall have no rights in or to any of the processes, products or intellectual property utilized by UHY in the performance of the Services, to the extent that such processes, products or intellectual property are outside of the Work Product.

b. County agrees that if it is satisfied with UHY's performance and delivery of Services it will serve as a reference for UHY if requested to do so by UHY. In addition, if County is satisfied with UHY's performance and delivery of Services, County agrees to grant UHY a limited license to use County's name and any marks of County on UHY's website and in any UHY marketing or promotional materials.

6. Changes to Services; Changes to Service Fee. From time to time, County may request change to the scope of Services being performed by UHY pursuant to an executed Statement of Work (a "Request for Changes"). County shall make a Request for Change by submitting a written request to County specifying the change or changes to Change warrants an increase to the Services Fee being paid to UHY for the Services, or changes to any other terms set forth in this Agreement or the applicable Statement of Work, then UHY shall inform County of the adjustment to the Services Fee (or any other change in terms) necessitated by the Request for Change. In no event shall a Request for Change result in a downward adjustment to the Services Fee being paid to UHY as set forth on the applicable Statement of Work. If County accepts UHY's quote for adjustment to its Services Fee, then the parties shall complete an Amended Statement of Work setting forth the new terms.

7. Obligations of County. In addition to all other obligations required of it under this Agreement, County shall (i) timely provide UHY with all information necessary for UHY to perform the Services; (ii) respond promptly to all requests by UHY for information required for UHY to be able to

perform the Services, as well as any issues that UHY encounters in its performance of the Services requiring consultation with County; and (iii) assign one (1) individual to be primarily dedicated to managing the provision of the Services on a Project and the relationship with UHY under this Agreement (the “County Project Coordinator”). County Project Coordinator for each Project shall be set forth on each Statement of Work. County Project Coordinator shall be generally available to UHY in order to communicate with UHY regarding any issues relating to a Project or Services, use reasonable efforts to participate in meetings or conference calls with UHY, and have the necessary authority to ensure that County is able to fulfill its obligations as described in (i) and (ii) above.

8. Restrictive Covenants.

a. UHY agrees (i) to hold in trust and confidence for County and to not disclose to any third party without prior written consent of County, the Confidential Information (as defined below) of County, whether it is tangible or intangible, (ii) not to use the Confidential Information for UHY’s personal benefit or for the benefit of any third party, and (iii) at the request of County, to return to County all Confidential Information which is tangible upon the termination of this Agreement. Notwithstanding the foregoing, County agrees and acknowledges County that UHY may disclose or use Confidential Information as UHY reasonably determines is necessary for its performance under this Agreement, including, but not limited to, disclosure to any representative of an affiliated entity involved in the performance of the Services. For purposes of this Agreement, the term “Confidential Information” shall mean all non-public information of County that is the subject of efforts by County that are reasonable under the circumstances to maintain its secrecy. The term Confidential Information shall specifically exclude data or information (aa) which has been voluntarily disclosed to the public by County; (bb) which has been independently developed and disclosed by others; or (cc) which has otherwise entered the public domain through lawful means. If UHY receives a subpoena or order from a court or agency of competent jurisdiction which would require the disclosure of Confidential Information, UHY will promptly notify County in writing of its receipt of the subpoena or order so that County has a reasonable opportunity to oppose or challenge such disclosure at County's sole expense. UHY will promptly cooperate with all reasonable requests of County in this regard at County's sole expense. UHY will not be deemed to have breached this Agreement to the extent disclosures are made by UHY pursuant to a subpoena or order from a court or agency of competent jurisdiction, or as otherwise may be required under applicable law.

b. Except as otherwise may set forth on a Statement of Work, for a period of two (2) years following the termination of this Agreement for any reason, County shall not, either directly or indirectly, on County’s own behalf or on behalf of any other person or entity, engage in active hiring efforts, solicit or induce any person who is an employee or independent contractor of UHY or any affiliated entity of UHY and who performs Services under this Agreement, to leave or cease his or her employment or independent contractor relationship with UHY or the affiliated entity, or hire or engage the services of such employee or independent contractor, to provide services of the type provide by the employee or independent contractor for or on behalf of UHY.

c. The parties acknowledge that the covenants contained in this Section 8 are of the essence of this Agreement and that without these covenants, the parties would not have entered into this Agreement; that each of such covenants is reasonable and necessary to protect and preserve the interests and properties of the applicable party; that a breach or threatened breach of any of the terms of this Section 8 by the other party would result in material and irreparable damage and injury to the non-breaching party; and that it would be difficult or impossible to establish the full monetary value of such damage. Therefore, the parties agree and consent that, in addition to all the remedies provided at law or in equity, the parties shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a

breach or contemplated breach of any of the covenants in this Section 8. The existence of any claim, demand, action or cause of action of a party against the other party shall not constitute a defense to the enforcement by a party of any of the covenants in this Section 8.

d. If a UHY employee is hired as an employee of County, County agrees to compensate UHY by paying UHY an amount equal to thirty percent (30%) of the annual salary offered to the UHY employee for the first year of employment with County. County shall pay UHY any amounts owed under this Section 8(d) within thirty (30) days of the date the UHY employee is hired by County. The parties acknowledge that the amount owed under this Section 8(d) constitutes liquidated damages and not a penalty, the damages to UHY caused by such a hiring of its employee by County in violation of Section 8(b) above are difficult or impossible to estimate accurately, and such amount is a reasonable pre-estimate of the probable damages caused by such a breach or failure.

9. Limitation of Liability.

a. THE LIABILITY OF UHY AND ANY ENTITY AFFILIATED WITH UHY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS FOR ANY DIRECT DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE SERVICES FEE PAID BY THE COUNTY TO UHY FOR THE SERVICES PERFORMED PURSUANT TO THIS AGREEMENT GIVING RISE TO SUCH CLAIM (I.E., SUCH DAMAGES SHALL BE LIMITED TO THE TOTAL PAYMENT BY THE COUNTY FOR SERVICES PERFORMED BY UHY ON A SPECIFIC PROJECT).

b. IN NO EVENT SHALL UHY, ANY ENTITY AFFILIATED WITH UHY, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR LOST PROFIT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR UHY'S PERFORMANCE OF THE SERVICES, OR FAILURE TO PERFORM SERVICES, EVEN IF GIVEN ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

10. Disclaimer of Warranties. EXCEPT FOR THE SPECIFIC WARRANTIES GRANTED BY UHY IN SECTION 1 OF THIS AGREEMENT, UHY GRANTS THE County NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ITS PERFORMANCE OF THE SERVICES.

11. Indemnification and Limitation of Liability

a. County shall indemnify and hold harmless UHY, entities affiliated with UHY and their respective, officers, directors, members, managers, employees and agents (each a "UHY Party" and collectively, the "UHY Parties") against any and all losses, damages, judgments, amounts paid in settlements and expenses (including attorneys' fees actually incurred) (collectively, "Losses") incurred by UHY or any UHY Party by reason of (i) any breach of any covenant, representation or warranty made by County in this Agreement or any Statement of Work, or (ii) County's gross negligence or willful misconduct relating to its performance under this Agreement. In no event shall County's total aggregate liability hereunder exceed the fees received by County to provide the services giving rise to a claim in the twelve

(12) months prior to the date that claim initially arises. County shall have no liability whatsoever for any special, exemplary, consequential, punitive or other damages that are solely of a compensatory knowledge,

b. UHY shall indemnify and hold harmless County and its officers, directors, members, managers, employees and agents (each a "County Party" and collectively, the "County Parties") against any and all Losses incurred by County or any County Party by reason of (i) any breach of any covenant, representation or warranty made by the UHY in this Agreement or any Statement of Work, or (ii) UHY's gross negligence or willful misconduct relating to its performance under this Agreement.

12. Assignment. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of such parties. This Agreement may not be assigned by either party without the prior written consent of the other party.

13. Governing Law, Jurisdiction, and Venue. This Agreement has been entered into under and shall be governed by the laws of the State of Nebraska. The parties agree that the state and federal courts located in Sarpy County, Nebraska shall be the sole and exclusive jurisdiction and venue for all disputes between the parties under this Agreement. County hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in Sarpy County, Nebraska for adjudication of all disputes between the parties under this Agreement and/or otherwise related to the parties' relationship. County hereby waives any objections or defenses to jurisdiction or venue in any such proceeding before such court.

14. Notices. Any notices required, or sought to be provided, under the terms of this Agreement shall be deemed effective if delivered by U.S. certified mail return receipt requested, or overnight courier service with a receipt signed by the party to whom it is addressed, or by facsimile transmission provided a confirming receipt was created by sender's machine at time of transmission, and sent to the addresses or facsimile numbers on the last page, which addresses or numbers may be changed from time to time, in a writing by the party whose address or number has changed.

15. Mutual Construction. Both parties have had an opportunity to review this Agreement and request Change hereto, and this Agreement shall be construed as though the parties drafted it equally.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to constitute any original, but all of which together shall constitute one and the same documents.

17. Merger. This Agreement and all Statements of Work constitute the entire agreement of the parties in regard to the Services to be performed by UHY and supersede any prior agreement, whether written or oral, between the parties in regard to such engagement.

18. Modification and Waiver. This Agreement may not be amended or modified except in a written document signed by authorized representatives of the parties. Failure of UHY to insist, in one or more instances, on performance by County in strict accordance with the terms and conditions of the Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by UHY.

19. Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 2(b), 2(c), 3(c), 5 and 8 through 21 shall survive any expiration or termination of this Agreement,

and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

20. Costs of Collection. In the event any sums due to UHY under this Agreement are collected by or through an attorney at law, County shall pay to UHY all costs of collection including attorney's fees actually incurred.

21. Time. Time is of the essence of this Agreement. Unless prohibited by applicable law, all claims brought pursuant to this Agreement must be brought within six (6) months of the date that such claim arises.

22. Nondiscrimination. UHY shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.

23. New Employee Work Eligibility Status. UHY is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United State Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

*[Remainder of this Page Intentionally Left Blank]*

IN WITNESS WHEREOF, County and UHY have hereunto caused this Agreement to be executed by their respective duly authorized corporate officers as of the day and year first set forth above.

**UHY CONSULTING, INC.**

**COUNTY**

By: John E Reagan III  
Name: John E Reagan III  
Title: Managing Director

By: Don Kelly  
Name: Don Kelly  
Title: Board Chairman

**Legal Notices**

Jack Reagan  
UHY  
8601 Robert Fulton Drive  
Suite 210

Address: Columbia, MD 21046

Facsimile #: 410-381-5538

**Legal Notices**

County Clerk's Office  
1210 Golden Gate Drive  
Papillion, NE 68046

Address: \_\_\_\_\_

Facsimile #: 402-593-4471

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A – STATEMENT OF WORK**

UHY will be required to provide professional services necessary for the County to comply with the requirements of the American Rescue Plan Act; including, but not limited to:

- Consult with the on proposed uses of the ARPA funds to ensure proposed uses are consistent with the purposes allowed by the ARPA and related guidance issued by the U.S. Treasury. Keep a record of approved spending initiatives.
- Review and validate actual County spending of the ARPA funding to ensure the spending is consistent with both the purposes approved by the County and the purposes allowed by the ARPA and related guidance issued by the U. S. Treasury.
- Coordinate with the County’s Finance Department to complete moves of expenditures to and from the designated ARPA cost centers to place expenditures for proper ARPA purposes in the cost centers and remove any expenditures for non-ARPA purposes from the cost centers.
- Ultimately ensure validated ARPA expenditures are recorded in the designated cost centers on the County’s ledger so that the total spending of the ARPA funds shall be tracked and reported separately from other County spending.
- Using the expenditures posted to the ARPA cost centers, assist the County in preparing regular reports of the ARPA expenditures in accordance with the required format specified by the U. S. Treasury. Such reports shall follow the U.S. Treasury reporting requirements until December 31, 2026. These reports will be approved by a named County official before the filing of the reports with the U.S. Treasury.
- Prepare monthly reports of total ARPA expenditures by County department in a prescribed format set by the County for internal use, with the first report summarizing ARPA expenditures through **XXXXXX XX, 2022**, and subsequent reports following each month thereafter until the U.S. Treasury ARPA funding is fully expended and reported to the U.S. Treasury. Such monthly reports will be approved by the County Chief Administrative Officer.
- Prepare a complete response to any inquiry or request from the U.S. Treasury for additional information on any reporting filed in accordance with the requirement listed above.
- Assist with any investigation or audit authorized by the U.S. Treasury of the reported U.S. Treasury ARPA spending at the County. Annually, advise the County of the proper amount of the U.S. Treasury ARPA spending to list on the annual Single Audit report of federal expenditures through the Single Audit report required for the County’s fiscal year 2026, ending June 30, 2026.
- Achieving other tasks related to the effective and efficient administration of ARPA funds as the County may request during the effective period of this Agreement.

**EXHIBIT B – COMPENSATION**

The County agrees to compensate UHY for services rendered billed at the following hourly rates:

Partner	\$275
Manager	\$200
Senior	\$150
Staff	\$100

We will not raise our hourly rates for the duration of this contract.

At the end of each year, we will provide the County with an estimate of the labor hours and total compensation for the following 12 months.

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

Date: 5/27/2022 Weekly Agenda Date: 6/7/2022

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Pat Gill, County Auditor & Recorder/Commissioner of Elections

**WORDING FOR AGENDA ITEM:**

Approval of Iowa Secretary of State HAVA Cybersecurity Grant Agreement

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:** The Iowa Secretary of State's Office has grant money of up to \$10,000 available for the purpose of preventing, preparing for, and responding to cybersecurity threats to elections.

**BACKGROUND:** The Iowa Secretary of State's Office has received funding from the Election Assistance Commission to address cybersecurity threats and is acting as a pass-through agency to make these funds available to Iowa counties to use in their efforts to securely administer elections.

**FINANCIAL IMPACT:** Woodbury County will receive \$10,000 to bolster our effort to administer elections in a more secure manner.

**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:**

Authorize the chairman to sign a grant agreement between Woodbury County and the Iowa Secretary of State.

**ACTION REQUIRED / PROPOSED MOTION:**

Authorize the chairman to sign a grant agreement between Woodbury County and the Iowa Secretary of State.

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



# Iowa Secretary of State HAVA Cybersecurity Grant Agreement

County Name: \_\_\_\_\_

Secretary of State Contract Number: \_\_\_\_\_

Grant Award Amount: \_\_\_\_\_

CFDA Number: \_\_\_\_\_ 90.404 \_\_\_\_\_

County DUNS Number: \_\_\_\_\_

1. **Parties:** This agreement is between \_\_\_\_\_ County, Iowa (hereinafter referred to as the County) and the Iowa Secretary of State.
2. **Purpose:** Pursuant to the Help America Vote Act, the Iowa Secretary of State's Office has received funding via the Election Assistance Commission (hereinafter referred to as the "EAC") address cybersecurity threats. The County has applied for and been awarded grant funds, not to exceed \$10,000, for the purpose of preventing, preparing for, and responding to cybersecurity threats to elections.
3. **Grant Period:** The performance period for the grant-funded activities begins upon execution of this agreement by both parties.
4. **Records:** The County shall maintain a proper accounting system in accordance with generally accepted accounting standards, including books, records, documents and other evidence pertaining to all costs and expenses for which funds are expended. The County shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Agreement and shall maintain these materials for a period of (5) years from the date the County submits their final report to the Secretary of State or until January 1, 2026, whichever is later.

The County acknowledges that all funds received under this agreement are subject to audit and that access to records related to grant project expenditures shall be made available to the Secretary of State, Auditors of State or their representatives, or representatives of the Federal Election Assistance Commission or the Comptroller General, for purposes of examination and/or audit of the project. The County will comply with requirements outlined in 2 CFR 200.

5. **Reporting Requirement:** The County shall provide a final expenditure report to the Secretary, on a form prescribed by the Secretary, upon request from the Secretary.

6. **Compliance with Laws:** The County agrees that it will comply with all applicable Federal, State, and Local laws, regulations or directives in conducting project activities, and certifies that use of the grant funds will be consistent with the requirements of the following Federal laws:

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

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

County of \_\_\_\_\_

Date \_\_\_\_\_

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

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

\_\_\_\_\_  
Heidi L. Burhans  
Director of Elections  
Iowa Secretary of State Office

\_\_\_\_\_  
Date

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

Date: 5/27/2022 Weekly Agenda Date: 6/7/2022

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Pat Gill, County Auditor and Recorder/Commissioner of Elections

**WORDING FOR AGENDA ITEM:**

Consideration of an Agreement between InTech Software Solutions Inc. and Woodbury County to provide an online service known as Modus Elections Manager to the Woodbury County Commissioner of Elections.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:** The Woodbury County Commissioner of Elections desires to contract with InTech Software Solutions Inc. to provide an election management software package to assist in the administration of the county's elections relating to training and management of precinct election officials, polling place, and equipment management.

**BACKGROUND:** The administration of elections has become much more complex over the last several years as the legislature continues to lock down the administration of elections and adding many more duties and responsibilities for precinct election officials and election administrators. The commissioner of elections asked for additional staff to manage and train precinct election officials to limit the liability and better manage the deployment of election equipment, the request was denied. This request is the result of an effort to seek to a more secure and efficient method to perform those duties.

**FINANCIAL IMPACT:** The first-year subscription cost is \$9,969 plus a one-time implementation cost of \$3,500. The SOS cybersecurity grant will cover most of the first year and the election administration budget will absorb the cost in subsequent 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:**

Authorize the Chairman to sign the agreement between Woodbury County and InTech Software.

**ACTION REQUIRED / PROPOSED MOTION:**

Authorize the Chairman to sign the agreement between Woodbury County and InTech Software.

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

## Agreement for Software Services

THIS AGREEMENT (“Agreement”) is entered into as of **MONTH, DATE**, 2022 (“Effective Date”), between InTech Software Solutions Inc, with an office at 5881 Pagenkopf Rd, Maple Plain, MN, 55359 (“InTech”), and the County of WOODBURY, IOWA a government entity with its principal office located at 620 Douglas St, RM 103, Sioux City, IA 51101 (“County”).

- 1. The Service.** InTech has developed an online service known as Modus Elections Manager which allows governmental entities to help better manage elections (“Modus”). The County wishes to use Modus to manage elections. The Parties have agreed upon the details of the Modus service, the details of which are found in Exhibit B (the “Proposal”).
- 2. Term.** The term of this Agreement begins on the Effective Date and continues through **MONTH, DATE**, 2023 (“Term”). At the end of the Term, this Agreement will renew on a year to year basis unless either party notifies the other of its intention not to renew thirty (30) days prior to the renewal of the Agreement. Upon expiration or termination of this Agreement, InTech will make the County Data available to County, and County will no longer have access to Modus.
- 3. Fees.** Within thirty days of invoice, County will pay to InTech the fees for use of Modus as stated in Exhibit B. The fees do not include any taxes, whether federal, state, local or otherwise.
- 4. Subscription.** During the Term, InTech grants to County the nontransferable and nonexclusive right to use Modus in managing its elections. Only permanent or temporary employees of County may use Modus. Each user must have a user ID, which consists of a valid email address. Subscription includes SMS texting capabilities for the first 5,000 individual texts per year. Additional texts may be purchased at a price of \$100 per package of 2,500 texts.
- 5. Technology.** County understands that Modus requires Internet access, which is the responsibility of County to provide. InTech plans to make upgrades to Modus over time. InTech will notify County of any important changes to Modus and design such changes to permit continued use of Modus by the County.
- 6. Support and Security.** InTech will provide support, set-up, and training so that County can use Modus, including relevant documentation and specifications. InTech will use commercially reasonable security technologies (such as encryption, password protection and firewall protection). InTech cannot promise that such security technologies will be able to prevent all third-party disruptions or interception of any data.
- 7. Back-Up.** InTech is responsible for performing and storing backups of County Data on a regular basis. In the event County requires restoration of any back-up of its data, other than due to the fault of InTech, County may be charged on a time-and-material basis for such restoration.
- 8. Use of Data.** County grants to InTech the right to use any data provided or inputted by County into Modus (“County Data”) as is necessary for InTech to perform under this Agreement. With

respect to the County Data, InTech specifically agrees to abide by Minnesota Data Practices Act (Chapter 13) and will keep County Data covered by the Act confidential. Other than such use, InTech acquires no rights to County Data, including any intellectual property rights.

9. **Warranty, Indemnity and Damages.** InTech warrants that Modus will perform as outlined in Exhibit B. There are no other warranties. InTech agrees to indemnify County against all claims brought by any third party against County related to Modus or alleging that InTech violated this Agreement. Under no circumstances will either party be liable to the other party for punitive damages.

10. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Iowa.

11. **Compliance with Laws.** InTech will follow all applicable local, state, and governmental laws.

12. **Force Majeure.** If either party is unable to perform under this Agreement due to circumstances beyond its reasonable control, including without limitation natural disaster, act of War, terrorism, or other similar cause, then such non-performance shall not be a violation of this Agreement, but the time for performance shall be extended for a period equal to the duration of the conditions preventing performance.

13. **Complete Agreement and Conflicts.** This Agreement constitutes the complete and exclusive agreement between InTech and County, and all previous discussions and writings shall have no force or effect. This Agreement may only be modified in a written agreement by the parties.

**County of Woodbury, Iowa**

**InTech Software Solutions Inc**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## Exhibit A – InTech Support

**Support Options:** InTech Software Solutions, Inc will provide several options for support, as follows:

- **Email Support:** Support is available via email at: [support@moduselections.com](mailto:support@moduselections.com). This email will be monitored by support staff during normal business hours (9:00am – 5:00pm CST). In the 7 days prior to and including the day of any state-wide election, support will be expanded to include the hours between 7:00am and 10:00pm.
- **Phone Support:** Phone support is available during normal business hours, as defined above.
- **Online Forum:** This software forum will be available to Modus users on a 24/7 basis. The forum will be monitored and updated by InTech support staff. This site will include online documentation, a searchable knowledge base, and a shared source of information for common questions asked by other users.

**Issue Response:** InTech will make it a priority to respond to County support queries as quickly as possible and will be able to respond in most cases within hours of the submitted request for support services. InTech guarantees it will provide a response to support questions and issues by the next business day.

**Issue Resolution / Rollout Policy:** InTech’s response to support issues will depend on the type and severity of the issue the user is encountering, as follows:

- **User Training or Business Process Help:** InTech offers onsite training services, as indicated in the County’s proposal. Online documentation and training videos are also available to users. InTech will provide a response to County requests for business process help or training requests within 1 business day.
- **Non-critical Bug Fixes.** A non-critical bug is defined by InTech as any user-experienced issue that does not block the user’s ability to utilize system functions. Non-critical bug fixes or usability enhancements will be assessed, scheduled, and rolled out in the next regular system release. Regular system releases are defined in the “Software Upgrades” section below.
- **Critical Bug Fixes.** A critical bug is defined by InTech as any bug that inhibits the user’s ability to utilize the functions of the system. InTech has multiple levels of testing in place to help ensure that these bugs never make it into our productions system. (*See Software Updates below.*) In the case that a critical bug is encountered in the system, InTech will provide an update to the system as quickly as is possible. InTech will typically be able to implement critical fixes within 3 to 5 business days.

**Service Availability:** Service is intended to be available for use at all times, except for scheduled downtime, InTech warrants availability of Service during business hours (M-F 8am-5pm) to 97% monthly uptime. Scheduled maintenance downtime will occur after business hours: typically, between 10pm and 5am.

**Software Maintenance and Support Costs:** As the Modus Elections Manager is a subscription service, software maintenance and support are provided without any additional cost or subscription fee. InTech’s mission is to keep the Service current to ensure compliance with relevant state election laws. Many of these state-wide improvements to the system will be made available free of charge. In the event that the County is requesting additional new functionality (not included in the agreed upon requirements documents), this functionality can be custom-coded and provided on a time-and-material basis.

**Software Updates:** Scheduled rollouts will occur between the hours of 10pm and 5am. Because Modus Elections Manager is a web-based system, rollouts only occur on InTech’s servers. Client software will be automatically updated the next time the user accesses the system.

**Custom-coded Features:** The Modus Elections Manager system was designed by a consortium of users from cities and counties of different sizes and differing business practices. As a result, the system is quite flexible and will accommodate the needs and business requirements of most, if not all, jurisdictions.

In the event a jurisdiction has a requirement for new functionality not provided in the system, InTech will work to try to ensure that this functionality can be included in the next state-wide release of the system to all users. This approach has at least 2 significant benefits: (1) it will improve the Modus Elections Manager system for the greater user community; and (2) it will provide a significant support cost savings to the County.

**Training:** With each new customer, InTech includes installation and configuration services. Elections staff will be personally trained and well acquainted with the system upon completion of these configuration activities. InTech can provide training in any of the following ways:

- **Train the Trainer:** County staff may be trained and provided with the knowledge needed to conduct training sessions with the elections staff in its cities and townships.
- **Group Training:** InTech will provide on-site group training sessions conducted by an InTech trainer, as indicated in the proposal. (*Recommended*)
- **Virtual Training:** When new features are added to the Modus Elections Manager, InTech will provide online training conferences and invite its clients to attend. In addition, the County may choose to schedule one-on-one training using online virtual conferencing software.
- **Online User Documentation.** Includes written documentation, training videos, and knowledge base.

**System Technology:** The Modus Elections Manager is a web-based, platform-independent system. Its applications utilize standard secure HTTPS protocol (TCP/IP port 443) browser-based communication. The system is accessible from any location where internet services and the secured HTTPS protocol are available.

Modus Elections Manager is accessible from any modern browser. For the best user experience, we recommend the following fully tested and supported browsers:

- Google Chrome
- Microsoft Edge Chromium
- Safari (Mac or iOS versions)

# Exhibit B

## Project Description for Woodbury County, Iowa

### Modus Elections Manager

May 6, 2022

#### Modus Elections Manager

The system is designed to save significant time and resources for Woodbury County, by delivering a customized, integrated system to plan and administer elections.

Modus Elections Manager is being proposed to Woodbury County, Iowa for managing all upcoming elections. InTech Software Solutions, Inc. will assist with importing existing elections data to the Modus Elections Manager system.

#### System Benefits and Capabilities

Designed *by* elections officials *for* election officials, key benefits include:

- **Unified Database.** Modus replaces hours of repetitive data entry by managing all paperwork and details for Polling Places, Workers and Equipment in one place
- **Communications Simplified.** Letters, texts, or emails are sent with a few mouse clicks. Write and send a message to all your of workers and polling places in less than 10 minutes
- **Payroll Automated.** The system automatically calculates the hours and wages owed with almost no data entry
- **Staffing Streamlined.** Changes to worker hours are simple and require no juggling. Includes meeting party balance requirements at polling locations
- **Election Equipment Tracked.** All supplies and equipment are accounted for. Delivery and set up are fast and accurate
- **Legal Defensibility.** All forms and paperwork are tracked in the system, for a clear audit trail
- **Succession Plan.** The Business Knowledge Tool greatly simplifies employee transitions



## Scope of Project

### **InTech will:**

- Install the Modus Elections Manager system and ensure it is accessible to all users that have minimum client software and internet services.
- Make available consulting services for data collection, conversion, and training.
- Provide support for elections staff directly employed by Woodbury County.
- Ensure that the remote databases are secure, with proper backup and recovery procedures in place.

### **Woodbury County will:**

- Promptly notify InTech via email and provide necessary documentation for any encountered issues in the Modus software environment.
- Only distribute user IDs and passwords to authorized staff.
- Be responsible for creating, updating, and reviewing election data for its own jurisdiction.

### **Additional Services:**

- InTech custom coding for unique requirements or features.
- Additional consulting services or custom coding can be provided at a discounted rate of \$145 per hour.

## ***Data Conversion & Training***

InTech provides data conversion, onsite training, and implementation services to assist our customers in a smooth transition to Modus Elections Manager. This consists of the following:

- One day on-site to collect election configuration parameters and data for the jurisdiction.
- A one-time data import of election worker, polling place, and equipment data.
- On-site training and implementation assistance designed to get users started with the system.
- A second 2-3 hour training session completed near the election which trains users in more advanced features of the system.

These activities will be scheduled upon customer acceptance of this project description.



## Software License

### System Components

The following is a list of the components included with the Modus Elections Manager. To help our clients address the realities of limited budgets, we have an annual-cost licensing based on population. This license includes access to the Modus Elections Manager system with no restrictions on the number of users. This structure eliminates unforeseen fees or unpredictable licensing increases.

<b>ANNUAL SUBSCRIPTION</b>	
Modus Elections Manager Base Software License Includes unlimited user access, support, system servers, etc.	\$6,081
Election Worker <sup>1</sup> & Polling Place Management	Included
Election Worker Online Information Portal	\$1,296
Online Election Worker Training	\$1,296
Equipment Management	\$1,296

<sup>1</sup> SMS Texting is included in the above price for the first 5,000 individual texts sent per year. Additional texts may be purchased at a price of \$100 per package of 2,500 texts.

### Payment Schedule

The Modus Elections Manager is licensed annually. To reduce costs, we charge minimal up-front installation fees. The proposed subscription (below) is based on the needs indicated by the client during our discussions. If any changes to included components are requested, the following project scope may be updated to meet the needs of Woodbury County.

<b>ANNUAL SUBSCRIPTION –</b>	
<b>2023</b>	
12-month Software Subscription for Woodbury County (Base software, Election Worker <sup>1</sup> & Polling Place Management, Online Information Portal, Online Training, & Equipment Management)	\$9,969
<b>2024</b>	
12-month Software Subscription for Woodbury County (Base software, Election Worker <sup>1</sup> & Polling Place Management, Online Information Portal, Online Training, & Equipment Management)	\$9,969



## Installation and Training

<b>INSTALLATION AND TRAINING – One Time Fee</b>	
Woodbury County Training/Data Import One-Time Service Fee. (Data conversion, Onsite implementation meeting, Two onsite training sessions.)	\$3,500

Pricing does not include sales tax.

## Selected Case Studies

**“Modus provides great value for us. Financially, it has saved us staff time. It is intuitive to use and the response time [of the software] is excellent. We went from 4 FTEs using another vendor’s system down to 1.5 with Modus.**

“Our IT staff likes the security it provides. My staff has been able to work from home during COVID. They remained efficient and effective.

“What I like the best is your customer support flexibility. If we have an issue, we give you a call. I receive a call from Amy very quickly and talk through the problem. Your support never responds, ‘Oh, we have to talk with all our other users first.’ You have been very accommodating with our nuanced requests even when these might not be applicable to other users.

“The Modus Online training eliminates staff working overtime—at night—to do a lot of the in-person training that we used to do. Your payroll has saved Katelyn a week of time.”

- David Triplett, Elections Manager, Ramsey County, MN

**“Modus is a huge boost in terms of convenience on many levels. The ease in which you can reach your election workers with one click to send out training notifications. Even before COVID, using on-line training reduced in-person classes from 30+ down to just a handful. It is easy getting content to election workers. We can track their progress and know when workers are completing their training.**

“The seamless integration into payroll is super convenient. Modus gives us confidence all hours are added and reflected in their pay.

“Being able to integrate all your tools into a single place... Not needing numerous separate spreadsheets for worker tracking, for notices, polling locations and equipment... Knowing where you access those when the time comes...Having one spot to log in to and be able to access everything...That is incredibly important and valuable!

“It saves time, it saves resources, it makes it easier. I think, most importantly, you reduce the number of things you are going to overlook or have errors with...because you have everything in one single spot.”

- Paul Linnell, Elections Manager, Anoka County, MN



**“Hands down...Modus saves us time. It gives you your time back. I would need two of me to do what I do now with Modus.**

“When you are running an election (and we had three last year!) you literally live, breathe, eat and sleep elections. You are always going. So, anything you can do to relieve that stress off of yourself and make things more manageable is well worth any kind of investment you put into it. And to me, that’s Modus!

“I have been through 2 payrolls now. Very easy. I work off the time sheets I have [generated with Modus software]. I literally just enter in the time and send a spreadsheet over to accounts payable. I can get it done within a day.

“Another really awesome piece- [When I start payroll] I am really tired because it is a day or two after the election. So, I am usually really shot. To have something that helps me do payroll correctly and makes it almost fool proof, because unless I actually enter wrong times, it is almost impossible for me to mess it up.”

*- Becky Koosman, City Clerk, City of Minnetonka, MN*

**“You don’t realize the time savings or how much time you spend on projects until you don’t have to do it anymore!**

“You don’t even know how badly you need this software until you have it.

*- Arrin Linzenmeyer, Deputy City Clerk, City of Sun Prairie, WI*

Contact Information:

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

Date: 6/2/22 Weekly Agenda Date: 6/7/22

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

**WORDING FOR AGENDA ITEM:**

Paramedic wage adjustment

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Proposed wage increase of \$1.50/hour for paramedics

**BACKGROUND:**

Woodbury County is short paramedics and not getting enough qualified applications, comparables show our wages for this position are too low. We are also getting hit incredibly hard by overtime due to being short staffed.

**FINANCIAL IMPACT:**

\$13,140.00 wage only, but this is about the same amount as we have spent on overtime in the last few months.

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

Yes  No

**RECOMMENDATION:**

To approve the wage adjustment for Woodbury County Paramedics.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to increase hourly wage by \$1.50/hour for paramedics.

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

Date: 6/1/22

Weekly Agenda Date: 6/7/22

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Chairman, Keith Radig

**WORDING FOR AGENDA ITEM:**

Consideration of an Ordinance Relating to the Assessment of Wind Energy Conversion Property as Authorized by Iowa Code Chapter 427B.26

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Board will consider passing and approving an ordinance to provide the special valuation of wind energy conversion property as provided by Iowa Code Section 427B.26.

The county has met the statutory requirements to approve an 427B.26 ordinance.

- 12/7/21, Public Hearing/1st Reading
- 12/14/21, Public Hearing/2nd Reading
- 12/21/21, Public Hearing/3rd Reading
- 01/11/22, Consideration of Approval

Pursuant to Iowa Code Section 427B.26, a special valuation of wind energy conversion property is allowed if a county adopts an ordinance. Wind energy conversion property first assessed on or after the effective date of the proposed ordinance shall be valued by the County Assessor for property tax purposes as follows:

- a. For the first assessment year, at zero (0%) of the net acquisition cost.
- b. For the second through sixth assessment years, at the percent of the net acquisition cost which rate increases by five (5%) each assessment year.
- c. For the seventh and succeeding assessment years, at thirty percent (30%) of the net acquisition cost.

**BACKGROUND:**

The County has met the requirements to approve an 427B.26 ordinance. During the public hearing process, the County realized there was some "grey area" in the current code as it relates to cities/counties that have not adopted an 427B.26 ordinance and there are commercial wind development structures in those respective jurisdictions. This was affirmed by various staff from the Iowa Dept. of Revenue (IDR). As such, there was consensus from the Board during their 1/11/22 meeting to have Assistant County Attorney Widman and Community & Economic Development Director Gleiser, consult with outside bond counsel on this matter before taking up the ordinance for a final vote. During the preliminary discussions with bond counsel, they acknowledged Assistant County Attorney Widman's analysis of the "grey area" and stated they would contact IDR staff for some insight on what the Utility Replacement Tax Task Force might do as it relates to this topic and the current legislative session. Shortly thereafter, County Assessor Conolly informed Widman & Gleiser that the Task Force had drafted language to clarify the "grey area" of the Code, and to make it abundantly clear that if a city or county has not adopted an 427B.26 ordinance and a commercial wind development occurs, those structures are to be state assessed and subject to utility replacement tax, thus eliminating any possibility of a City or County Assessor having the authority to assess these structures locally at 100% valuation. Shortly after that, bond counsel informed Widman & Gleiser that the Task Force had submitted Senate Study Bill 3130 (SSB3130) to the Iowa legislature in an attempt to make the Task Force's recommendation law.

The Bill is being managed on the floor by Senator Waylon Brown (R) District 26. As of 3/3/22, the Bill's history is as follows:

- 02/23/2022 Committee report approve bill, renumbered as SF 2366.
- 02/22/2022 Subcommittee recommends amendment and passage.
- 02/17/2022 Subcommittee Meeting: 02/22/2022 8:30 AM Room G17.
- 02/09/2022 Subcommittee: Brown, Dawson, and Dotzler.
- 02/09/2022 Introduced, referred to Ways and Means.

While bond counsel did not provide Widman & Gleiser with a written opinion on what they believe is likely to happen if Woodbury County does not adopt a 427B.26 ordinance and a commercial wind development occurs and the County Assessor assess that property locally at 100%, they did state that SSB3130 would resolve the ambiguities of the "grey area" should it be adopted.

**FINANCIAL IMPACT:**

The financial impact of adopting the 427B.26 ordinance is the amount of property taxes the county would collect as provided by law, which is unequivocally greater than the amount of taxes the county would receive from the state in the form of utility replacement tax for the same structures.

**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:**

Adopt the 427B.26 ordinance

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to adopt the 427B.26 ordinance.

# 427B.26 Ordinance

Year	%	Total Taxable	After Rollback	Tax Rate - Woodbury Central Menville	Total
1	0%	\$150,000,000	\$ 135,000,000	25.036659	\$ -
2	5%	\$150,000,000	\$ 6,750,000	25.036659	\$ 171,224
3	10%	\$150,000,000	\$ 13,500,000	25.036659	\$ 342,449
4	15%	\$150,000,000	\$ 20,250,000	25.036659	\$ 513,673
5	20%	\$150,000,000	\$ 27,000,000	25.036659	\$ 684,898
6	25%	\$150,000,000	\$ 33,750,000	25.036659	\$ 856,122
7	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
8	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
9	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
10	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
11	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
12	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
13	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
14	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
15	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
16	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
17	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
18	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
19	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
20	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
21	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
22	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
23	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
24	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
25	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
26	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
27	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
28	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
29	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
30	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
31	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
32	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
33	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
34	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
35	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
36	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
37	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
38	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
39	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
40	30%	\$150,000,000	\$ 40,500,000	25.036659	\$ 1,027,347
					<b>\$ 37,498,164</b>

# Utility Replacement Tax

Year	Total	
1	\$ 210,240	
2	\$ 210,240	
3	\$ 210,240	
4	\$ 210,240	
5	\$ 210,240	
6	\$ 210,240	
7	\$ 210,240	
8	\$ 210,240	
9	\$ 210,240	
10	\$ 210,240	
11	\$ 210,240	
12	\$ 210,240	
13	\$ 210,240	
14	\$ 210,240	
15	\$ 210,240	
16	\$ 210,240	
17	\$ 210,240	
18	\$ 210,240	
19	\$ 210,240	
20	\$ 210,240	
21	\$ 210,240	
22	\$ 210,240	
23	\$ 210,240	
24	\$ 210,240	
25	\$ 210,240	
26	\$ 210,240	
27	\$ 210,240	
28	\$ 210,240	
29	\$ 210,240	
30	\$ 210,240	
31	\$ 210,240	
32	\$ 210,240	
33	\$ 210,240	
34	\$ 210,240	
35	\$ 210,240	
36	\$ 210,240	
37	\$ 210,240	
38	\$ 210,240	
39	\$ 210,240	
40	\$ 210,240	
		<b>\$ 8,409,600</b>

100MW x 1000 = 100,000 kW

100,000 kW x .40 (estimated 40% capacity factor) x 365 days x 24 hours = 350,400,000 kWh estimated annual generation

350,400,000 kWh x .0006 (replacement tax rate) = \$ 210,240

**\$ 29,088,564**

**Senate Study Bill 3130 - Introduced**

SENATE FILE \_\_\_\_\_  
BY (PROPOSED COMMITTEE ON  
WAYS AND MEANS BILL BY  
CHAIRPERSON DAWSON)

**A BILL FOR**

1 An Act relating to the assessment and taxation of wind energy  
2 conversion property and including effective date and  
3 retroactive applicability provisions.  
4 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 427B.26, subsection 1, paragraph b, Code  
2 2022, is amended to read as follows:

3 b. If in the opinion of the city council or the county  
4 board of supervisors continuation of the special valuation  
5 provided under [this section](#) ceases to be of benefit to the  
6 city or county, the city council or the county board of  
7 supervisors may repeal the ordinance authorized by this  
8 subsection. Property specially valued under [this section](#) prior  
9 to repeal of the ordinance shall continue to be valued under  
10 this section until the end of the nineteenth assessment year  
11 following the assessment year in which the property was first  
12 assessed. Following repeal of the ordinance and conclusion of  
13 the applicable nineteen-year period, the wind energy conversion  
14 property shall be subject to assessment and taxation under  
15 chapter 437A, section 441.21, subsection 8, paragraphs "b", "c",  
16 and "d", or sections 428.24 through 428.26, 428.28, and 428.29,  
17 as applicable.

18 Sec. 2. Section 427B.26, subsection 2, unnumbered paragraph  
19 1, Code 2022, is amended to read as follows:

20 In lieu of the valuation and assessment provisions in  
21 chapter 437A, section 441.21, subsection 8, paragraphs "b", "c",  
22 and "d", and sections 428.24 through 428.26, 428.28, and 428.29,  
23 as applicable, wind energy conversion property which is first  
24 assessed for property taxation on or after January 1, 1994,  
25 and on or after the effective date of the ordinance enacted  
26 pursuant to [subsection 1](#), shall be valued by the local assessor  
27 for property tax purposes as follows:

28 Sec. 3. Section 427B.26, subsections 3 and 4, Code 2022, are  
29 amended to read as follows:

30 3. a. The taxpayer shall file with the local assessor by  
31 February 1 of the assessment year in which the wind energy  
32 conversion property is first assessed for property tax  
33 purposes, a declaration of intent to have the property assessed  
34 at the value determined under [this section](#) in lieu of the  
35 valuation and assessment provisions in chapter 437A, section

1 441.21, subsection 8, paragraphs "b", "c", and "d", and sections  
2 428.24 through 428.26, 428.28, and 428.29, as applicable.

3 b. Maintaining, refurbishing, or repowering wind energy  
4 conversion property shall not cause the wind energy conversion  
5 property to receive a new assessment schedule under subsection  
6 2.

7 4. For purposes of this section:

8 a. "Collector substation" means an electrical substation  
9 designed to collect energy from multiple electricity-generating  
10 sources.

11 ~~a.~~ b. "Net acquisition cost" means the acquired cost of the  
12 property including all foundations and installation cost less  
13 any excess cost adjustment.

14 c. "Repowering" means the removal and replacement of  
15 components of wind energy conversion property.

16 ~~b.~~ d. "Wind energy conversion property" means the entire  
17 wind plant including, but not limited to, a wind charger,  
18 windmill, wind turbine, tower and electrical equipment, pad  
19 mount transformers, power lines, and collector substation.

20 Sec. 4. EFFECTIVE DATE. This Act, being deemed of immediate  
21 importance, takes effect upon enactment.

22 Sec. 5. RETROACTIVE APPLICABILITY. This Act applies  
23 retroactively to assessment years beginning on or after January  
24 1, 2022.

25 EXPLANATION

26 The inclusion of this explanation does not constitute agreement with  
27 the explanation's substance by the members of the general assembly.

28 Code section 427B.26 governs the special valuation of  
29 wind energy conversion property for such property covered by  
30 an ordinance adopted by a city council or county board of  
31 supervisors.

32 This bill specifies that the special valuation provisions  
33 authorized by local ordinance, in addition to other provisions  
34 identified in Code section 427B.26, are in lieu of the  
35 assessment and taxation provisions of Code chapter 437A

1 (electricity replacement tax).

2 If such ordinance is repealed, property specially valued  
3 under Code section 427B.26 shall continue to be valued under  
4 that Code section until the end of the 19th assessment year  
5 following the assessment year in which the property was first  
6 assessed. The bill specifies the other provisions of law that  
7 govern the assessment and taxation of such property after  
8 conclusion of the applicable 19-year period.

9 The bill also provides that maintaining, refurbishing, or  
10 repowering wind energy conversion property shall not cause  
11 the wind energy conversion property to receive a new special  
12 valuation schedule under Code section 427B.26. The bill  
13 defines "repowering" and modifies the definition of "wind  
14 energy conversion property" to specify that substations that  
15 are "collector substations", as defined in the bill, are wind  
16 energy conversion property.

17 The bill takes effect upon enactment and applies  
18 retroactively to assessment years beginning on or after January  
19 1, 2022.



**WOODBURY COUNTY, IOWA**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE RELATING TO THE ASSESSMENT OF WIND ENERGY  
CONVERSION PROPERTY AS AUTHORIZED BY IOWA CODE CHAPTER 427B.26**

**BE IT ENACTED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:**

**SECTION 1. PURPOSE**

The purpose of this Ordinance is to provide for the special valuation of wind energy conversion property pursuant to Iowa Code Section 427B.26.

**SECTION 2. DEFINITIONS**

For use in this Ordinance, certain terms and words used herein shall be interpreted or defined as follows:

- A.) "Net Acquisition Cost" means the acquired cost of the property including all foundations and installation cost less any excess cost adjustment.
- B.) "Wind Energy Conversion Property" means the entire windplant including, but not limited to, a wind charger, windmill, wind turbine, tower and electrical equipment, pad mount transformers, power lines and substation.

**SECTION 3. AUTHORITY TO ESTABLISH**

The Board of Supervisors is authorized, pursuant to Iowa Code Section 427B.26 to provide by ordinance for special valuation of wind energy conversion property as provided in Section 4.

**SECTION 4. ESTABLISHMENT**

Pursuant to Iowa Code Section 427B.26, a special valuation of wind energy conversion property is allowed in lieu of the valuation assessment provisions in Iowa Code Section 441.21(8)(b) and (c), and Iowa Code Sections 428.24 to 428.29. The special valuation shall only apply to wind energy conversion property first assessed on or after the effective date of this Ordinance.

**SECTION 5. AMOUNT OF VALUATION**

Wind energy conversion property first assessed on or after the effective date of the Ordinance shall be valued by the County Assessor for property tax purposes as follows:

- A.) For the first assessment year, at zero percent (0%) of the net acquisition cost.
- B.) For the second through sixth assessment years, at a percent of the net acquisition cost which rate increases by five percent (5%) each assessment year.
- C.) For the seventh and succeeding assessment years, at thirty percent (30%) of the net acquisition cost.

**SECTION 6. DECLARATION OF SPECIAL VALUATION**

The taxpayer shall file with the County Assessor by February 1 of the assessment year in which the wind energy conversion property is first assessed for property tax purposes, a declaration of intent to have the property assessed at the value determined under Section 5 in lieu of the valuation assessment provisions in Iowa Code Section 441.21(9)(b) and (c), and Iowa Code Sections 428.24 to 428.29.

If the taxpayer does not file with the County Assessor by February 1 of the assessment year for which the person files a declaration of intent to have the property assessed as provided above, then the declaration of intent shall be considered as a declaration filed for the following year.

#### **SECTION 7. REPORTING REQUIREMENTS**

The following reports shall be filed annually with the County Assessor by the taxpayer; in the first year, with the declaration of intent as prescribed in Section 6; and by Feb. 1 of each year thereafter.

- A.) Copy of Asset ledger sheet to IRS;
- B.) Engineering breakdown of component parts;
- C.) Tower numbering system;
- D.) Name of contact person, phone number, fax number and mailing address;
- E.) Report of all leased equipment, the name(s) of the company(s) it is leased from, and the agreement between the lessor and lessee regarding who is responsible for the property tax on the leased equipment.

#### **SECTION 8. REPEAL OF SPECIAL VALUATION**

If in the opinion of the Board of Supervisors, continuation of the special valuation provided under Sections 4 and 5 ceases to be of benefit to the County, the Board of Supervisors may repeal the Ordinance. Property specially valued in accordance with the above prior to the repeal of this Ordinance shall continue to be so valued until the end of the nineteenth (19th) assessment year following the assessment year in which the property was first assessed.

#### **SECTION 9. REPEALER**

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

#### **SECTION 10. SEVERABILITY CLAUSE**

If any section, provision, or other part of this Ordinance shall be adjudged invalid or unconstitutional, said adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or other part thereof not adjudged invalid or unconstitutional.

#### **SECTION 11. PENALTY**

Any person, firm or corporation violating any regulation in or any provision of this Ordinance or of any amendment or supplement thereto, shall be guilty of a simple misdemeanor which is punishable by a fine of not more than One Hundred Dollars (\$100) or by imprisonment of not more than thirty (30) days and shall be guilty of a county infraction punishable by a civil penalty of not more than One Hundred Dollars (\$100), or if the infraction is a repeat offense, by a civil penalty not to exceed Two Hundred Dollars (\$200). Each day that a violation occurs or is permitted by the Defendant to exist, constitutes a separate offense.

#### **SECTION 11. EFFECTIVE DATE**

This Ordinance shall become effective after final passage, approval, and publication as provided by law.

Passed and Approved this 3rd day of March, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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

\_\_\_\_\_  
Keith Radig, Chairman

First Reading: 12/7/21

\_\_\_\_\_  
Jeremy Taylor, Vice-Chairman

Second Reading: 12/14/21

\_\_\_\_\_  
Rocky DeWitt, Member

Third Reading: 12/21/21

\_\_\_\_\_  
Matthew Ung, Member

Approved: \_\_\_\_\_

\_\_\_\_\_  
Justin Wright, Member

Published: \_\_\_\_\_

Effective: \_\_\_\_\_