



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(OCTOBER 18) (WEEK 42 OF 2022)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy Taylor 259-7910 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov	Justin Wright 899-9044 jwright@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held October 18, 2022 at **5:30 p.m. Salix Community Center, 317 Tipton Street, Salix, 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

5:30 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 9 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

3. Approval of the minutes of the October 11, 2022 meeting
4. Approval of claims
5. County Treasurer – Tina Bertrand
 - a. Approve property tax refund request for parcel #884706380015 in the amount of \$1,303.00
 - b. Approve property tax refund request for parcel #884726201001 in the amount of \$3,542.50

6. County Auditor – Patrick Gill
Receive the appointment of Allan Pithan to fill the vacant council seat, in the City of Anthon, left when Lisa Petersen resigned
7. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
 - c. Approval for the Chairman to sign the Delta Dental 2023 Renewal
8. Secondary Roads – Mark Nahra
 - a. Approve the permit to work in the right of way for Joy Excavation and Tile
 - b. Approve the permit to work in the right of way for SBT Foods/RP Construction
9. Siouxland District Health – Kevin Grieme
Approval to appoint Chad Janzen to the Siouxland District Board of Health for the remaining time in the vacant term, ending December 31, 2024

End Consent Agenda

- | | | |
|-----|---|-------------|
| 10. | Secondary Roads – Mark Nahra
Approve the federal aid project agreement for project BRS-C097(147)—60-97 | Action |
| 11. | Board of Supervisors – Rocky De Witt
Approve to amend 28E with City of Sioux City regarding residency and mileage requirements | Action |
| 12. | Reports on Committee Meetings | Information |
| 13. | Citizen Concerns | Information |
| 14. | Board Concerns | Information |

**Adjourn Board of Supervisors Regular Meeting
Convene Salix Townhall Meeting**

15. Update on Salix Activities – Mayor and City Council
16. Update on County Activity - Chairman Keith Radig, Woodbury County Board
17. Questions / Comments / Open Dialogue Discussion

ADJOURNMENT

CALENDAR OF EVENTS

- WED., OCT. 19 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., OCT. 20 1:30 p.m.** SIMPCO – Community and Economic Development – Hybrid
- 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., OCT. 21 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- MON., OCT. 24 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., OCT. 25 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., OCT. 26 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., OCT. 27 11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- WED., NOV. 2 10:00 a.m.** Loess Hills Alliance Protection Meeting, Pisgah, Iowa
- 11:00 a.m.** Loess Hills Alliance Stewardship Meeting
- 1:00 p.m.** Loess Hills Alliance Executive Meeting
- 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., NOV. 3 10:00 a.m.** COAD Meeting, The Security Institute
- 12:00 p.m.** Regional Policy and Legislative Affairs Committee Meeting, Hybrid
- MON., NOV. 7 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., NOV. 9 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 6:30 p.m.** 911 Service Board Meeting, Public Safety Center, Climbing Hill
- 8:00 p.m.** County's Mayor Association Meeting, Public Safety Center, Climbing Hill
- WED., NOV. 16 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- 1:00 p.m.** Regional Workforce Development Meeting, 2508 4th Street, Sioux City
- THU., NOV. 17 10:00 a.m.** Siouxland Regional Transit System Meeting, Hybrid
- 12:00 p.m.** Western Iowa Community Improvement Regional Housing Trust Fund, Hybrid
- 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., NOV. 18 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G

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

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

OCTOBER 11, 2022 FORTY-FIRST MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, October 11, 2022 at 4:30 p.m. Board members present were De Witt, Taylor, Ung, and Radig; Wright was absent. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

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

1. Doyle Turner, Merville, discussed absentee ballot procedures with Pat Gill, County Auditor.
Motion by De Witt second by Radig to receive an article from Doyle Turner. Carried 4-0. Copy filed.
2. Motion by Radig second by De Witt to approve the agenda for October 11, 2022. Carried 4-0. Copy filed.
Motion by Taylor second by De Witt to approve the following items by consent:
 3. To approve minutes of the October 4, 2022 meeting. Copy filed.
 4. To approve the claims totaling \$1,955,096.00. Copy filed.
 5. To approve the reclassification of Jesse Lieber, Assistant Director, Juvenile Detention Dept., effective 10-17-22, \$70,524.11/year, \$2,612/bi-weekly, 3%=\$2,054.10/yr. Per Wage Plan Matrix, 6 month Salary Increase. Copy filed.
- 6a. To receive the Auditor's Quarterly report for July 1, 2022 thru September 30,2022. Copy filed.
- 6b. To receive the County Recorder's Report of Fees Collected for the period 07/01/22 through 9/30/22. Copy filed.
7. To approve the property tax refund for Ross Fuglsang, parcel #884706205020, 3902 Peters Ave., in the amount of \$1,419.00. copy filed.

Carried 4-0.

8. Motion by Radig second by Taylor to approve to increase daily rate to \$150 for care of Omaha Nation youth. Carried 4-0. Copy filed.
9. There was an update on Summit Carbon Solutions project from Kaylee Langrell & Riley Gibson, Summit Carbon Solutions. Copy filed.
Motion by Radig second by Taylor to receive a report from Summit Carbon Solutions. Carried 4-0.
10. Motion by Taylor second by Radig to approve Sioux City Engineering Company change order #4 for the 28th Street project. Carried 4-0. Copy filed.
11. Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a bridge embargo resolution. Carried 4-0.

WOODBURY COUNTY BRIDGE EMBARGO RESOLUTION RESOLUTION #13,513

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS: the Woodbury County Engineer has caused to be completed the Structure Inventory and Appraisal of certain bridges according to accepted Bridge Inspection Standards and has determined that the bridges below, require revision to their current load ratings,

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors that the following vehicle and load limit be established and that signs be placed advising of the permissible maximum weights thereof on the bridge listed herein.

<u>Bridge No.</u>	<u>FHWA No.</u>	<u>Section Township Range</u>	<u>Posted Limit</u>
B-139	357870	28-89-43	6 Tons
C-029	354972	13-89-44	One Lane bridge
E-066	355250	13-89-46	Close until replacement
E-308	<20 feet	07-89-46	21,34,36 Tons
F-115	354440	26-88-47	10 Tons
G-043	353950	07-88-46	5 Tons
G-135-2	354130	23-88-46	20, 32, 34 Tons
K-103	353391	36-88-43	8 Tons, One Lane

Passed and approved this 11th day of October 2022.

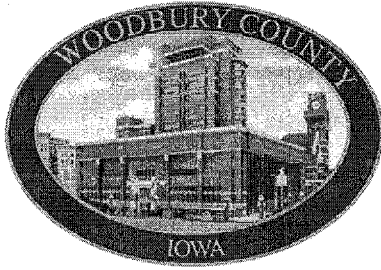
WOODBURY COUNTY BOARD OF SUPERIVSORS

Copy filed.

12. Motion by Radig second by De Witt to direct the Woodbury County Zoning Commission to initiate a review process and provide a recommendation of a Zoning Ordinance Text Amendment to the Woodbury County Zoning Ordinance to address the temporary sales of food, beverages, goods, and services during future RAGBRAI events along the RAGBRAI route in unincorporated Woodbury County. Carried 4-0. Copy filed.
13. Motion by Radig second by Taylor to direct staff and the Woodbury County Zoning Commission to initiate a review process and provide a recommendation of a Zoning Ordinance Text Amendment to the Woodbury County Zoning Ordinance to address the permitting of Hazardous Liquid Pipelines. Carried 4-0. Copy filed.
14. Reports on Committee Meetings were heard.
15. Deb Main, Sioux City, Gail Palmquist, Lawton, Eric Nelson, Merville and Doyle Turner, Merville, addressed the Board with concerns about proposed pipelines in Woodbury County.
16. Board concerns were heard.

The Board adjourned the regular meeting until October 18, 2022.

Meeting sign in sheet. Copy filed.



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

October 12, 2022

Refund of taxes paid

Dear Board of Supervisors,

We have received the following requests for refund in our office:

Terri Stolpe 8847 06 380 015 (2825 S Glass) \$1303.00
duplicate payment was made

Cindy Speed 8847 26 201 001 (2009 Carroll Ave) \$3542.50
three payments made in error-requested two of them back

Please approve the refunds for the above customers.

Thank you for your time,

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

Janet L Trimpe
Woodbury County Tax Deputy

NOTICE OF APPOINTMENT TO FILL A VACANCY

TO: Patrick F. Gill, Woodbury County Auditor/Recorder & Commissioner of Elections

From: City of Anthon School/City/Township/
Amy Buck, Deputy City Clerk Extension/Soil & Water
Secretary/Clerk
10/11/22 Date

This is to notify you and the Board of Supervisors of Woodbury County that the following person has been appointed until the next regular/general election:

For the office of City Council
Name Allan Pitman
Address 112 Country Club Dr.
City/Zip Anthon, 51004
Date of appointment 10/10/2022

This appointment is to fill the office previously held by:

Lisa Petersen
(Name of previous official)

RETURN TO: Patrick F. Gill
Woodbury County Commissioner of Elections
620 Douglas St, Rm 103
Sioux City, IA 51101

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: October 18, 2022

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Horsley, Randall	Emergency Services	9-30-22	P/T Paramedic	\$25.00/hour	0%	O	Change to .05 FTE.
Prorok, Patrick	Emergency Services	9-30-22	P/T Paramedic	\$25.00/hour	0%	O	Change to .05 FTE.
Smith, Jacob	Emergency Services	9-30-22	P/T Paramedic	\$20.00/hour	0%	O	Change to .05 FTE.
Starr, Shawn	Emergency Services	9-30-22	P/T Paramedic	\$25.00/hour	0%	O	Change to .05 FTE.
Welte, Allen	Emergency Services	9-30-22	P/T Paramedic	\$25.00/hour	0%	O	Change to .05 FTE.
Brady, Danielle	County Auditor	10-31-22	Election Clerk II	\$21.12/hour	5.4%= \$1.10/hour	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 3 to Grade 3/Step 4.
Duerksen, Jesse	Secondary Roads	10-31-22	Motor Grader Operator	\$27.22/hour	3%=\$.81/hour	E	Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase.
Gonzalez, Haley	County Sheriff	10-31-22	Civilian Jailer	\$23.33/hour		A	Job Vacancy Posted 9-7-22. Entry Level Salary: \$23.33/hour.
Banys, Dawn	County Treasurer	11-01-22	Clerk II	\$18.22/hour		A	Job Vacancy Posted 9-7-22. Entry Level Salary: \$18.22/hour.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas
HR Director

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: October 18, 2022

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Juvenile Detention	P/T Youth Worker	AFSCME Juvenile Detention: \$20.89/hour		

Chairman, Board of Supervisors

Lisa Anderson

From: Ryan Weber
Sent: Wednesday, October 12, 2022 1:42 PM
To: Melissa Thomas; Lisa Anderson; Stacy Ritchie
Cc: Marie Thomas; Jesse Lieber
Subject: request

Requesting authorization to hire (1) PT female to replace the position left by E.S.

Ryan M. Weber

Director

Woodbury County Juvenile Detention Center

rweber@woodburycountyiowa.gov

Phone: (712) 279-6622

Fax: (712) 234-2900

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

Date: 10/12/2022 Weekly Agenda Date: 10/18/2022

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

WORDING FOR AGENDA ITEM:

Approval for the Chairman to sign the Delta Dental 2023 Renewal

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The paper work for the renewal of Woodbury County's dental plan is being submitted. This renewal lays out the administrative rates, direct bill and COBRA rates for 2023.

BACKGROUND:

Delta Dental renews annually on January 1.

FINANCIAL IMPACT:

The administrative rates have increased slightly by \$.13 per contract.

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

Yes No

RECOMMENDATION:

Pass the motion.

ACTION REQUIRED / PROPOSED MOTION:

Accept the 2023 dental renewal for signature.



Woodbury County
Group # 33541
Rating Period 1/1/23 through 12/31/23
Financial Exhibit

Delta Dental PPOSM

Experience Period Claims Paid 8/1/21 through 7/31/22

Claims Paid 8/1/21 through 7/31/22	\$220,183
Adjustment of Claims to Incurred Basis	\$6,810
Incurred Claims	\$226,993
Trend in Claims	\$11,327
Projected Claims Based on Current Experience	\$238,320
Claims and Enrollment Fluctuation Adjustment	(\$738)
Projected Annual Claims Based on Current Enrollment	\$237,581

<u>Fixed Fees</u>	<u>Per Contract</u>	
Operating Costs	\$5.76	\$24,952
Broker Fee	\$0.00	\$0
Subtotal Fixed Fees	\$5.76	\$24,952
Projected Annual Expense		\$262,534

Current Enrollment			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
167	77	37	80
Projected Claim Factors 1/1/23 through 12/31/23			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
\$27.66	\$58.32	\$70.46	\$101.03
Fixed Fees Cost Per Contract			
<u>Current</u>	<u>2023</u>		
\$5.63	\$5.76		
Suggested Rates 1/1/23 through 12/31/23			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
\$30.56	\$64.44	\$77.85	\$111.64
Direct Bill Rates 1/1/23 through 12/31/23			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
\$30.84	\$65.02	\$78.28	\$112.81
COBRA Direct Bill Rates 1/1/23 through 12/31/23			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
\$31.46	\$66.32	\$79.84	\$115.07
<p>The Direct Bill Rates above will be the amount charged unless desired rates are communicated to DDIA at least 45 days prior to the start of this contract period.</p>			

Percent of Premium Contributed by Employer: Single 100 % Emp/Spouse _____ % Emp/Child(ren) _____ % Family _____ %

Total Employees Enrolled: 374 Total Employees Eligible: 374

Signature of Group Administrator _____ E-Mail Address _____ Date _____
Please sign and return to fax # 888-337-5157 or email to: TeamReNew@deltadentalia.com

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

Date: 10/12/2022 Weekly Agenda Date: 10/18/2022

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

WORDING FOR AGENDA ITEM:

Consideration of permit to work in the county right of way for Joy Excavation and Tile

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Joy Excavation and Tile has requested a permit to work in the right of way to do ditch cleaning and shaping along 240th Street between Story and Taylor Avenue.

BACKGROUND:

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

FINANCIAL IMPACT:

No impact

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

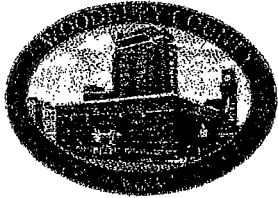
Yes No

RECOMMENDATION:

Recommend approval of the permit for Joy Excavation and Tile.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for Joy Excavation and Tile and to direct the chair to sign the permit.



Woodbury County Secondary Roads Department

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

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

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

Name of Permittee: Joy Excavating/ ^{Kevin} Pedderson Phone No.: 712-870-3101

Mailing Address: P.O. Box 162, Cushing IA 51018

Township: Morgan Section: 15

Woodbury County, State of Iowa, and Joy Excavating (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Clean South ditch of 240th TO
Keep water in ditch as it flows to stream.
Joy Dirt will do clean out.

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

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

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

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

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

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

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

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

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

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

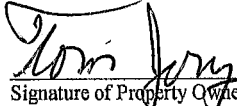
J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

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

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

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 31st day of December, 2022

Entered into this 12th day of October, 2022



Signature of Property Owner or Authorized Representative



Woodbury County Engineer

Chair, Woodbury County Board of Supervisors



09

10

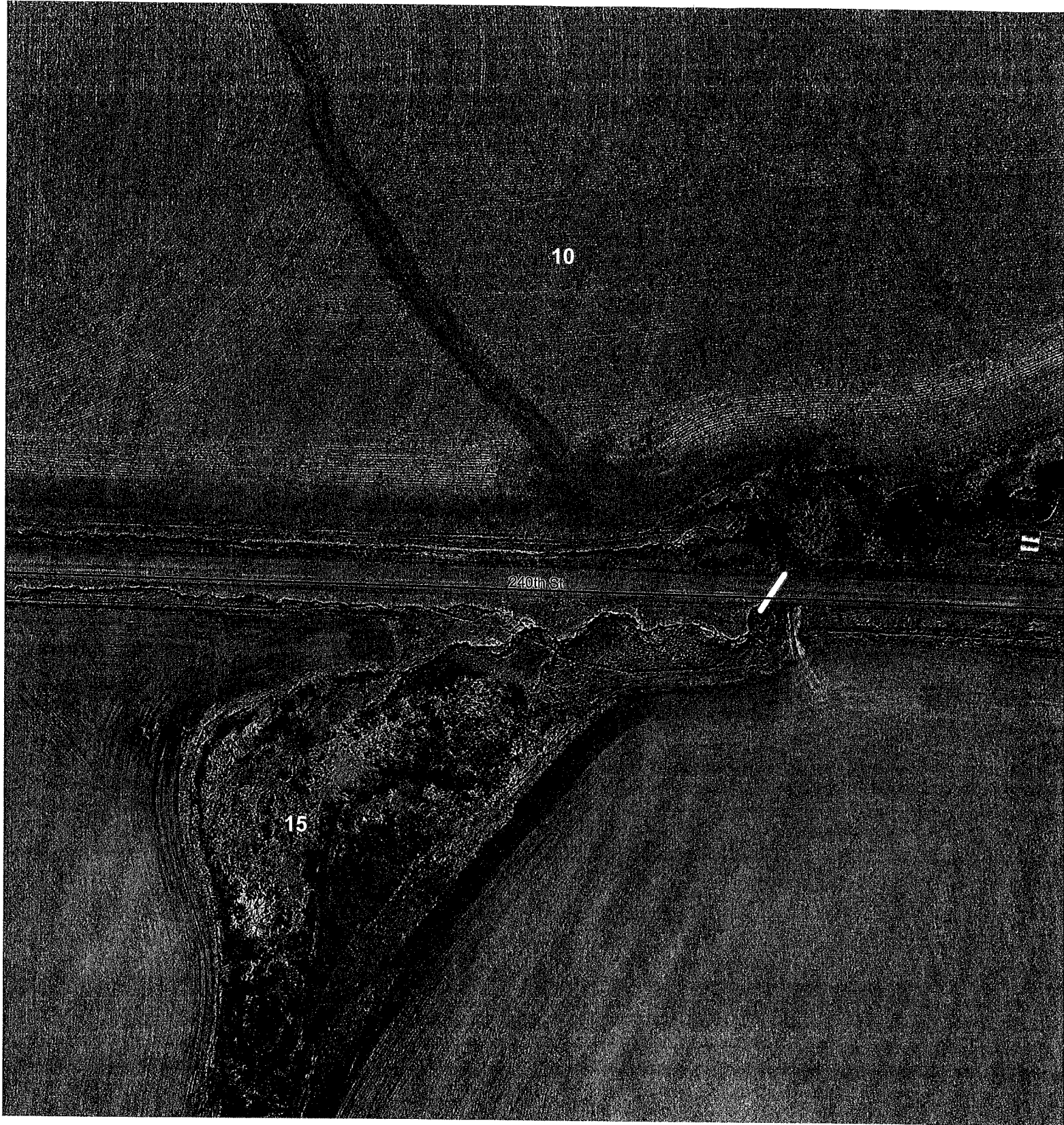
Stor Ave

↑
NORTH

15

Wendell Wilcke

16



10

240th St

15

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

Date: 10/12/2022 Weekly Agenda Date: 10/18/2022

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

WORDING FOR AGENDA ITEM:

Consideration of permit to work in the county right of way for SBT Foods/RP Constructors

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

RP Constructors has requested a permit to work in the right of way on behalf of SBT Foods to pump biosolids to farm fields for fertilizer.

BACKGROUND:

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa. SBT Foods has contracted with RP Constructors and area farmers to pump biosolids to farm fields for use as fertilizer. One county road will be closed for two days. County ditches and culverts may be occupied for varying periods by hoses moving the biosolids to the fields.

FINANCIAL IMPACT:

No impact

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

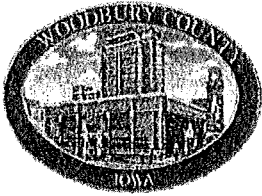
Yes No

RECOMMENDATION:

Recommend approval of the permit for SBT Foods/RP Constructors.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for SBT Foods/RP Constructors and to direct the chair to sign the permit.



Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@woodburycountyiowa.gov

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

Name of Permittee: SBT Foods / RP Constructors Phone No.: 712-222-1452

Mailing Address: 1270 S. Derby Lane, North Sioux City, SD 57049

Township: Liberty West Section: see map

Woodbury County, State of Iowa, and SBT Foods / RP Constructors (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Permittee may run hoses for pumping biosolids for application through county ditches and culverts. Affected roads are 235th St, 240th St, and Allison Ave. Hoses may be in ditches and through culverts. 235th St. will be closed for two days for operation.

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

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

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

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

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

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

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

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

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

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

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

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

Permitter shall be responsible for providing barricades and signage for road closure. Permitter shall be responsible for all spill cleanup + mitigation.

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

None

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 31st day of December, 2022.

Entered into this 18th day of October, 2022.





Tanner Lambert
Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

LAND MAP

STF LAGOON LOCATION

-  - ROAD CLOSURE
-  - HOSE PATH
-  - EXISTING CULVERT
-  - PROPOSED CULVERT TO BE INSTALLED

230

29

29

Requesting state permission to cross or install culvert across Woodland Access Rd. at Parcel Number: 874810400002 OR 874811300002
Duration In Place: 2 Weeks

Requesting permission from Woodbury County to close road and cross 235th St. with a hose to land apply. Only 10' of road would need to be closed
Road Closed Duration: 2 Days

Requesting permission from Woodbury County to lay hose in ditch along the south side of 240th St & West side of Allison Ave heading south. Several farmers have access roads to their land along this road so we are expecting to install several culverts along this route to maintain farmer access.
Duration In Place: 1.5 Weeks

Requesting permission from the state to cross or install culvert across road at Parcel Number: 874811300002
Duration In Place: 1.5 Weeks

Requesting permission from Woodbury County to utilize existing culvert at the corner of Andrew Ave to access land. If County prefers we could close this small portion of road
Duration In Place: 2 Days

Project Overview Map

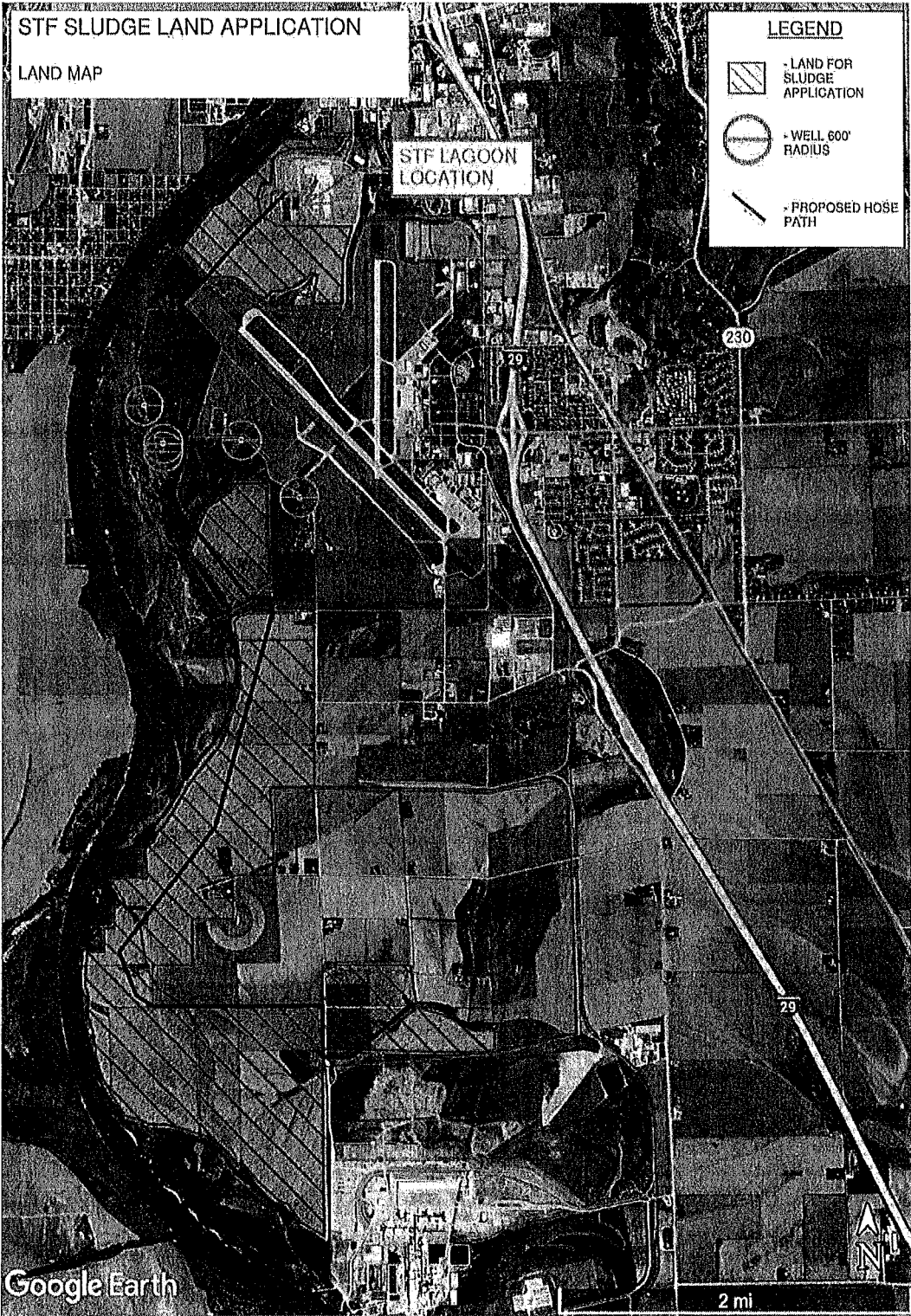
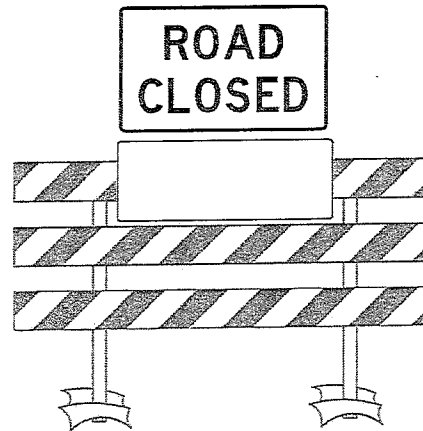


Figure 1: Overall hose path

SIGN PLACEMENT ON
TYPE III BARRICADES





Typical Sign Placement



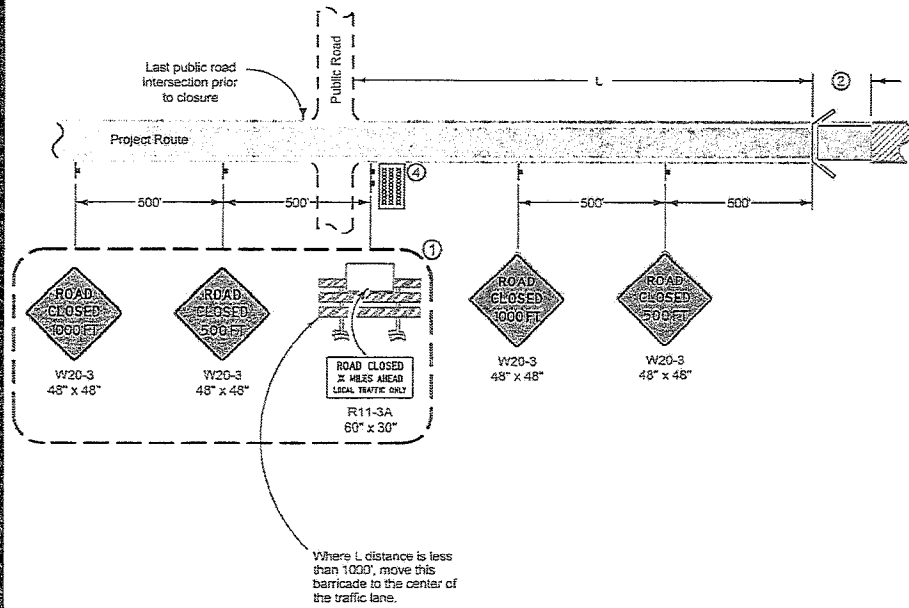
Sign Placement with
Supplemental Sign

Possible Contract Items:
Traffic Control
Safety Closures
Portable Dynamic Message Sign

Possible Tabulation:
108-13A

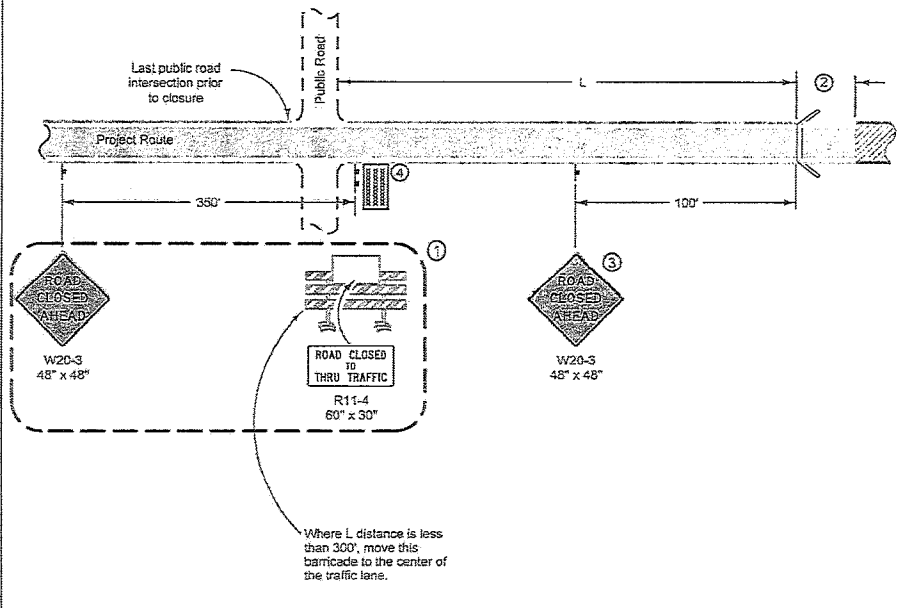
 IOWA DOT STANDARD ROAD PLAN	REVISION
	6 04-21-20
	TC-252
	SHEET 1 of 3
<small>REVISIONS: Added Portable Dynamic Message Sign and new note 4 on Sheet 2.</small>	
 <small>APPROVED BY DESIGN METHOD ENGINEER</small>	
ROUTES CLOSED TO TRAFFIC	

SITUATION 1 (RURAL)
Project Route Closure








Where L distance is less than 1000', move this barricade to the center of the traffic lanes.

SITUATION 1 (URBAN)
Project Route Closure





Where L distance is less than 300', move this barricade to the center of the traffic lanes.

LEGEND

-  Traffic Sign
-  Type III Barricade
-  Portable Dynamic Message Sign
-  Work Area
-  Road Closure

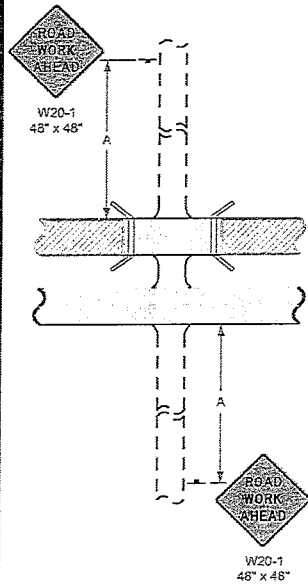
- ① In situation 1, if the intersection is the point of detour these signs and barricade will become the responsibility of the contracting authority and may be modified by the contracting authority to fit detour signing.
- ② When possible, a 100' buffer is desirable.
- ③ When L is less than 300 feet, omit the ROAD CLOSED AHEAD sign.
- ④ Place for 7 calendar days prior to closure. The Engineer will determine the message to display. Remove when road is closed. Use of Portable Dynamic Message Sign is optional on non-primary roadways.

 STANDARD ROAD PLAN	REVISION 6 04-21-20
	TC-252 SHEET 2 of 3
REVISIONS: Added Portable Dynamic Message Sign and new note 4 on Sheet 2.	
 <small>APPROVED BY DESIGN NETWORKS ENGINEER</small>	

ROUTES CLOSED TO TRAFFIC

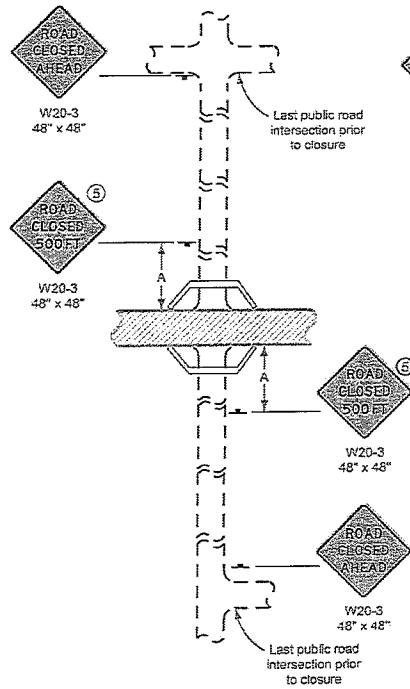
SITUATION 2

Public cross-traffic maintained.
No access to project.



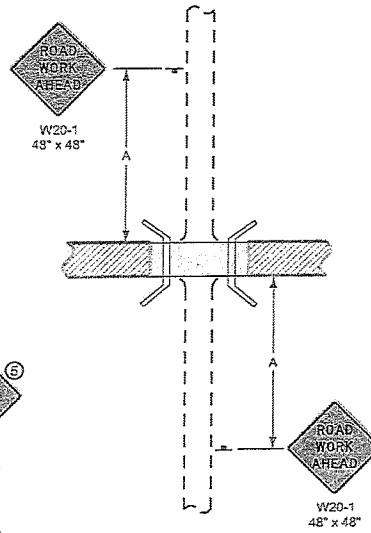
SITUATION 3

No access to project
(Applicable to T-intersections)



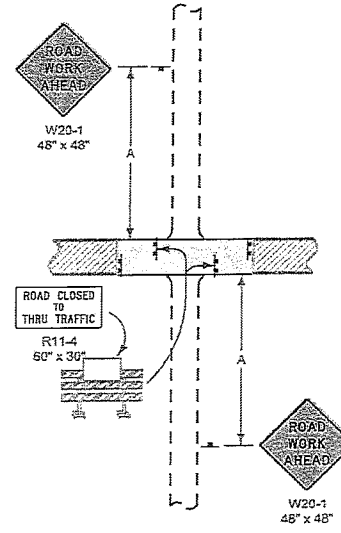
SITUATION 4

Public cross-traffic maintained.
No access to project.



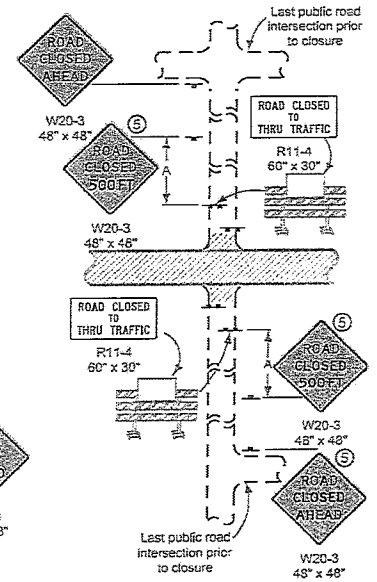
SITUATION 5

Public cross-traffic maintained.
Contractor and resident access.

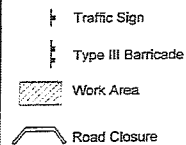


SITUATION 6

No public access. Contractor and resident access only.
(Applicable to T-intersections)



LEGEND



Location	A
Urban	200'
Rural	500'

During suspension of work, (such as over winter):

- Use Situation 2 on two-lane to four-lane projects.
- Situation 5 is preferred where cross-traffic is maintained.

Ⓢ When the distance between the last public road intersection and the ROAD CLOSED or ROAD CLOSED TO THRU TRAFFIC barricade is less than 1,000 feet, omit the ROAD CLOSED 500 FT sign.

	REVISION
	6 04-21-20
STANDARD ROAD PLAN	TC-252
SHEET 3 of 3	
<small>REVISIONS: Added Portable Dynamic Message Sign and new note 4 on Sheet 2.</small>	
<small>APPROVED BY DESIGN METHODS ENGINEER</small>	
ROUTES CLOSED TO TRAFFIC	

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

Date: October 13,2022 Weekly Agenda Date: October 18, 2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kevin Grieme, Siouxland District Health Dept.

WORDING FOR AGENDA ITEM:

Consideration of appointment to Siouxland District Health Board of Health.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item requests the Board to consider appointing an applicant to the Siouxland District Board of Health for a three year term.

BACKGROUND:

This vacancy on the Board of Health is the result of a past member resigning due to a scheduling conflict and not being able to fully participate in Board meetings. Applications were solicited and one application was received. This applicant is Chad Janzen. Her background and experience will serve as an asset to the work of the Board of Health.

FINANCIAL IMPACT:

There is no financial impact.

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

Yes No

RECOMMENDATION:

It is my recommendation that the Board of Supervisors appoint the applicant to complete the remaining time of the open term, which will end on December 24, 2024 on the Siouxland District Board of Health.

ACTION REQUIRED / PROPOSED MOTION:

Motion to appoint Chad Janzen to the Siouxland District Board of Health for the remaining time in the vacant term, ending December 31, 2024.

**APPLICATION FORM FOR WOODBURY COUNTY
BOARD/COMMISSION**

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,
620 Douglas St., Sioux City, Iowa 51101

Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: <http://woodburyiowa.com>

Application For: Siouxland Bd of Health
~~Chad Janzen~~ (Board/Commission)

Date 10-12-22 E-mail Address janzecha@sblschools.com

Name Chad Janzen

Address 201 Port Neal Road, Sergeant Bluff, IA 51054

Phone Number 712-470-0228 Fax Number 712-943-1131

Business Phone 712-943-4338 Cell Phone 712-470-0228

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Superintendent Sergeant Bluff-Luton Community School District

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?

Whatever is needed.

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

As superintendent, being involved in public health is critical to the well-being of school-aged children.

■ Contributions you feel you can make to the Board/Commission:

Provide input on policy related to schools + school-aged children.

■ Direction/role you perceive of this Board/Commission:


Provide direction & policy as it relates to the public health & safety of Siouxland.

■ In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

■ Please provide two references who may be contacted on your qualifications for this position.

Name	Address	Phone number	Email address	Relationship
Jeff Wright	1105 Sheridan Ct, Sergeant Bluff, 51054	712-1170-9460	jeff.wright@heidmanlaw.com	School board president
Brad McCowley	201 Port Neal Road, Sergeant Bluff, 51054	712-560-6641	mccowbra@sblschools.com	curriculum district curriculum director

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature  Date 10-12-22

YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.

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

Date: 10/12/2022 Weekly Agenda Date: 10/18/2022

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

WORDING FOR AGENDA ITEM:

Consider approval of a federal aid replacement fund project agreement for project numbered BRS--C097 (147)--60-97

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County is receiving BRS-HBP funding for the replacement of a county bridge on County Road D12, east of Pierson. A funding agreement is presented for board approval.

BACKGROUND:

The Board is required to sign a project agreement with the Iowa DOT for projects involving funds awarded through the Iowa DOT. The funding is provided for bridge replacement projects. The project is to replace bridge A-24, about 2.2 miles east of Pierson on County Route D12/110th Street. The bridge will be constructed in the 2023 construction season.

FINANCIAL IMPACT:

BRS program funding is providing 80% of the \$1,000,000 estimated project cost. The balance of the project cost, if necessary, would be funded through the former SWAP funding and the Woodbury County farm to market fund.

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

Yes No

RECOMMENDATION:

Recommend that the board approve the BRS project agreement with the Iowa DOT for the above captioned project and direct the chair to sign the agreement.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the federal aid project agreement for projects BRS-C097(147)--60-97 and direct the chair to sign said agreement.

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project**

RECIPIENT: Woodbury County

Project No: BRS-C097(147)—60-97

Iowa DOT Agreement No: 3-22-HBP-S-024

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Woodbury County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Western Region Local Systems Field Engineer, Zachary A. Gunsolley. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 354580
 - B. Location: On D12 over Pierson Creek from Mason Avenue East .8 miles to Michigan Avenue
 - C. Preliminary Estimated Total Eligible Construction Costs: \$1,000,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100 in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

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

RECIPIENT: Woodbury County

This agreement was approved by official action of the Woodbury County Board of Supervisors in official session on the _____ day of _____, _____

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____
Zachary A. Gunsolley, P.E.
Local Systems Field Engineer
Western Region

Date _____, _____

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

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

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of I.M. 5.010, DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design and Consultant Services

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

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110 Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150 Iowa DNR Floodplain Permits and Regulations; 4.190, Highway Improvements in the Vicinity of Airports or Heliports; and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

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

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way and I.M. 3.680, Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

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

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

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

Date: 10-13/22 Weekly Agenda Date: 10-18-22

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Rocky De Witt

WORDING FOR AGENDA ITEM:

Amend 28E with City of Sioux City regarding residency and mileage requirements

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

City employees at Communication Center are limited on where they can reside.

BACKGROUND:

Comm. Center Director is having difficulty getting applicants for dispatcher positions. This is a simple policy change. City approval required to match.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Move and approve. Put into affect when City of Sioux City amends on their end.