



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(APRIL 30) (WEEK 18 OF 2024)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Daniel A. Bittinger II
389-4405
dbittinger@woodburycountyiowa.gov

Mark Nelson
540-1259
mnelson@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

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held April 30, 2024, 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. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

1. Please silence cell phones and other devices while in the Boardroom.
2. The Chair may recognize speakers on agenda items after initial discussion by the Board.
3. Speakers will approach the microphone one at a time and give their name and address before their statement.
4. Speakers will limit their remarks to three minutes on any one item and address their remarks to the Board.
5. At the beginning of 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. The Chair may also request delegates provide statements on behalf of multiple speakers.
6. Any concerns or questions which do not relate to a scheduled item on the agenda will be heard under the item "Citizen Concerns." Please note the Board is legally prohibited from taking action on or engaging in deliberation on concerns not listed on the agenda, and in such cases the Chair will request further discussion take place after properly noticed.
7. Public comment by electronic or telephonic means is prohibited except for a particular agenda item when approved by the Chair 24 hours before a meeting or by a majority of the board during a meeting for a subsequent meeting.

AGENDA

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

1. Approval of the agenda Action

Consent Agenda

Items 2 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.

2. Approval of the minutes of the April 23, 2024, meeting
Approval of the minutes of the April 19, 2024 special meeting
3. Approval of claims
4. Human Resources – Melissa Thomas
Approval of Memorandum of Personnel Transactions
5. Board Administration – Dennis Butler
Set the public hearing for the FY24 Budget Amendment #1 for May 28, 2024 at 4:45 p.m.

6. Board of Supervisors
Approval of resolution to appoint Patrick Gill as Representative of the Northwest Iowa Regional Housing Authority
7. Secondary Roads – Mark Nahra
Approve the underground utility permit for Farr Technologies and Quick Broadband LLC and to direct the chair to sign the permit

End Consent Agenda

8. Secondary Roads – Mark Nahra
 - a. Approval to accept the dump truck quotes and return them to the county engineer for an award recommendation Action
 - b. Approval of letter of financial support for the federal aid grant application for the Southbridge Interchange project and direct chair to sign the letter Action

- 4:35 p.m.** 9. Board Administration – Heather Van Sickle
(Set time)
 - a. Public hearing and sale of property parcel #894735276004 (aka 4103 Gordon Dr.) Action
 - 4:36 p.m.** b. Public hearing and sale of property parcel #894729440013 (aka 204 ½ Kansas St.) Action
(Set time)
10. Planning/Zoning – Daniel Priestley
 - a. Receive the final report and the Zoning Commission’s recommendation from their 4/22/24 meeting to approve the final plat of Yockey Farm Addition, a minor subdivision to Woodbury County, Iowa Action
 - b. Approval of resolution of the Yockey Farm Addition, a minor subdivision to Woodbury County Action
 - 4:40 p.m.** c. Public hearing to consider Zoning Ordinance Text Amendments to the Floodplain Management Ordinance in the Zoning Ordinance Section 5.03 Action
(Set time)
 - d. Approve the second reading of the Ordinance Action
 - 4:42 p.m.** e. Conduct the second public hearing for the consideration of the proposed Woodbury County Comprehensive Plan 2040 Action
(Set time)
 - f. Approve the second reading of the Comprehensive Plan Action
 - 4:50 p.m.** g. Public hearing to consider Zoning Ordinance Text Amendments for Utility-Scale Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District, including to add a new Section 5.08, amend the table of contents, and renumber the ordinance page numbers to accommodate the addition of the new section Action
(Set time)
 - h. Approve the second reading of the Ordinance Action

11. WCICC – John Malloy
Approval to spend WCICC-IT FY25 CIP dollars Action

12. Building Services – Kenny Schmitz
 - a. Approval of FY2023 CIP in the amount of \$127,933.84 Action
 - b. Approval of Sioux City Engineering Co. Change Orders #4, #5, & Final Contract Pay Application #13 in the amount of \$238,712.24 Action

- | | |
|---|---|
| <p>13. Board of Supervisors – Matthew Ung
 Presentation of missing context related to Supervisor Taylor’s following items, and the harmful impact caused by a lack of patience causing incomplete information being conveyed to the public about the Law Enforcement Center’s property insurance premium</p> | <p>Information</p> |
| <p>14. Board of Supervisors – Jeremy Taylor</p> <ul style="list-style-type: none"> <li data-bbox="324 420 1331 577">a. Approval to reallocate \$170,000 from the county’s over-and-above contributions to repairs and maintenance not specified in the lease obligated as a “Maintenance Fund contribution” and \$7,000 in reserves to pay for the insurance premium. <li data-bbox="324 577 1331 619">b. Approval to dedicate \$177,000 in reserve funding to pay for the premium <li data-bbox="324 619 1331 693">c. Receive recommendations for changes to the Law Enforcement Center Authority Lease with the Woodbury County Board of Supervisors | <p>Information

Information
Information</p> |
| <p>15. Reports on Committee Meetings</p> | <p>Information</p> |
| <p>16. Citizen Concerns</p> | <p>Information</p> |
| <p>17. Board Concerns</p> | <p>Information</p> |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., MAY 1** **11:00 a.m.** Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
1:00 p.m. Loess Hills Alliance Executive Meeting
4:45 p.m. Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., MAY 2** **12:00 p.m.** SIMPCO Regional Policy & Legislative Affairs Committee Meeting, 6401 Gordon Drive
- MON., MAY 6** **6:00 p.m.** Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., MAY 8** **7:30 a.m.** SIMPCO Executive-Finance Committee Meeting, 6401 Gordon Drive
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
- THU., MAY 9** **12:00 p.m.** SIMPCO Board of Directors, 6401 Gordon Drive.
4:00 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., MAY 15** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., MAY 16** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., MAY 17** **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- WED., MAY 22** **2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., MAY 23** **10:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 6401 Gordon Dr
11:15 a.m. Western Iowa Community Improvement Regional Housing Trust Fund, Hybrid
- WED., May 29** **5:00 p.m.** Zoning Commission Meeting, Courthouse Basement Boardroom

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.

APRIL 23, 2024, SEVENTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, April 23, 2024, at 3:00 p.m. Board members present were Nelson, Ung, Bittinger II, Radig, and Taylor. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

Motion by Ung second by Nelson to go into closed session per Iowa Code Section 21.5(1)(c). Carried 3-0 on a roll-call vote; Bittinger and Radig were not present.

Motion by Ung second by Nelson to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 4-0 on a roll-call vote; Bittinger was not present.

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

1. Motion by Ung second by Nelson to approve the agenda for April 23, 2024. Carried 5-0. Copy filed.

Chris McGowan, Siouxland Initiative, presented an award for involvement with the initiative.

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

2. To approve minutes of the April 16, 2024 meeting. Copy filed.
3. To approve the claims totaling \$380,278.91. Copy filed.
- 4a. To approve the separation of Timothy Rodriquez, Civilian Jailer, County Sheriff Dept., effective 06-03-24. Resignation.; the separation of Sandra Williams, Courthouse Security, County Sheriff Dept., effective 04-23-24. Separation.; the separation of Rocky De Witt, Courthouse Security, County Sheriff Dept., effective 04-23-24. Separation.; the appointment of Sandy Marin-Romero, Civilian Jailer, County Sheriff Dept., effective 5-13-24, \$23.97/hour. Job Vacancy Posted 12-20-23. Entry Level Salary: \$23.97.; the appointment of Benjamin Lindgren, Civilian Jailer, County Sheriff Dept., effective 5-13-24, \$23.97/hour. Job Vacancy Posted 12-20-23. Entry Level Salary: \$23.97/hour.; and the appointment of Sean Green, Civilian Jailer, County Sheriff Dept., effective 05-20-24, \$23.97/hour. Job Vacancy Posted 12-20-23. Entry Level Salary: \$23.97/hour. Copy filed.
- 4b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Civilian Jailer, County Sheriff Dept. CWA: \$23.97/hour. Copy filed.
5. To approve the items to be auctioned per Personal Property Disposition Policy. Copy filed.
6. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #894726138004, 3220 11th St.

**RESOLUTION #13,715
NOTICE OF PROPERTY SALE**

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

**Lots Four (4) Five (5) and Six (6) Block Twenty-Nine (29) Booges and Taylor Addition, City of Sioux City, Woodbury County, Iowa
(3220 11th Street)**

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 **7th Day of May, 2024 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 **7th Day of May, 2024**, 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 \$120.00** 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 23rd Day of April, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

7. To approve the permit to work in the right of way for City of Sioux City. Copy filed.
8. To approve to set the public hearing for the FY 25 proposed budget for May 7, 2024 at 5:00 p.m. Copy filed.
Carried 5-0; Taylor abstained on the motion to approve the minutes of the previous meeting.
9. There was a discussion of staff replacement to coordinate United Way Fundraising activities. Copy filed.
- 10a. Motion by Taylor second by Ung to receive the Zoning Commission recommendation for Zoning Ordinance Text Amendments to the Floodplain Management Ordinance from their 3/25/24 meeting. Carried 5-0. Copy filed.
- 10b. A public hearing was held at 4:40 p.m. for consider text amendments to the Floodplain Management Ordinance Section 5.03. The Chairperson called on anyone wishing to be heard.
Motion by Ung second by Radig to close the public hearing. Carried 5-0.
- 10c. Motion by Ung second by Taylor to approve the 1st Reading of the Ordinance. Carried 5-0. Copy filed.
- 10d. Motion by Ung second by Nelson to receive the Zoning Commission final report and recommendation of the Woodbury County Comprehensive Plan 2040 from their 3/25/24 meeting. Copy filed.
Motion by Ung second by Taylor to receive a report from Leo Jochum. Carried 5-0. Copy filed.
Motion by Ung second by Taylor to receive corrections to the plan. Carried 5-0. Copy filed.
- 10e. A public hearing was held at 4:42 p.m. for the consideration of the proposed Woodbury County Comprehensive Plan 2040. The Chairperson called on anyone wishing to be heard.
Motion by Ung second by Taylor to close the public hearing. Carried 5-0.
- 10f. Motion by Ung second by Nelson to approve the 1st Reading of the Comprehensive Plan. Carried 5-0. Copy filed.
- 10g. Motion by Ung second by Nelson to receive the Zoning Commission report and recommendation for Zoning Ordinance Text Amendments for Utility-Scale Solar Energy Systems (US-SES) Conditional Use from their 3/25/24 meeting. Carried 5-0. Copy filed.
- 10h. A public hearing was held at 4:45 p.m. to consider Zoning Ordinance Text Amendments for Utility-Scale Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District, including to add a new Section 5.08, amend the table of contents, and renumber the ordinance page numbers to accommodate the addition of the new section. The Chairperson called on anyone wishing to be heard.

Larry Fillipi, Anthon, and Robert Wilson addressed the Board on the report.

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

10i. Motion by Ung second by Bittinger to approve the 1st Reading of the Ordinance. Carried 4-1; Radig was opposed. Copy filed.

11a. Bid letting was held for Pavement Marking – 2024. The bids are as follows:

Dakota Traffic Services, LLC, Lawton, IA	\$153,900.00
Iowa Plains Signing, Slater, IA	\$222,800.00
Vogel Traffic Services, Orange City, IA	\$119,480.90

Motion by Radig second by Nelson to receive the bids and return them to County Engineer for recommendation. Carried 5-0. Copy filed.

11b. Motion by Radig second by Nelson to award the bid for Pavement Markings – 2024 to Vogel Traffic Services for \$119,480.00. Carried 5-0. Copy filed.

11c. Motion by Radig second by Ung to approve the final voucher for project #BROS-SWAP-C097(135)—FE-97 with Dixon Construction. Carried 5-0. Copy filed.

11d. Motion by Radig second Nelson by to approve the final voucher for project #BROS-SEAP-6012(601)—FF-97 with Dixon Construction. Carried 5-0. Copy filed.

11e. Bid letting was held for pickup truck. The bids are as follows:

Jensen Dealerships, Le Mars, IA	\$37,492.00
Jensen Dealerships, Le Mars, IA	\$40,492.00
Knoepfler Chevrolet Co., Sioux City, IA	\$38,006.00
Knoepfler Chevrolet Co., Sioux City, IA	\$43,006.00
Knoepfler Chevrolet Co., Sioux City, IA	\$36,687.00
Knoepfler Chevrolet Co., Sioux City, IA	\$41,387.00
Woodhouse Auto, Blair, NE	\$44,274.00
Woodhouse Auto, Blair NE	\$48,274.00
Woodhouse Auto, Blair, NE	\$44,658.00
Woodhouse Auto, Blair, NE	\$48,658.00

Motion by Ung second by Bittinger to receive the bids and refer them to the County Engineer for recommendation. Carried 5-0. Copy filed.

11f. Bid letting was held for dump truck. The bids are as follows:

Tandem Axle Truck

Cornhusker International, Sioux City, IA	\$203,176.00
Istate Truck Center, Sioux City, IA	\$270,059.00
Istate Truck Center, Sioux City, IA	\$262,933.00
TEC Equipment, Omaha, NE	\$240,632.00

Single Axle Truck

Cornhusker International, Sioux City, IA	\$203,176.00
Istate Truck Center, Sioux City, IA	\$209,126.00
Istate Truck Center, Sioux City, IA	\$216,061.00
TEC Equipment, Omaha, NE	\$192,467.00

Motion by Radig second by Ung to receive the bids and refer them to the County Engineer for recommendation. Carried 5-0. Copy filed.

11g. Motion by Radig second by Ung to approve the contract for project #CP-2024, CMP Culvert Supply for 2024 with Metal Culverts, Inc. for \$105,657.80. Carried 5-0. Copy filed.

12. There was a discussion regarding the cost of insurance and the County Maintenance & Repair Fund for the Law Enforcement facility. Copy filed.

13. Reports on committee meetings were heard.

14. There were no citizen concerns.

15. Board concerns were heard.

The Board adjourned the regular meeting until April 30, 2024.

Meeting sign in sheet. Copy filed.

APRIL 19, 2024, SPECIAL MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Friday, April 19, 2024, at 2:30 p.m. Board members present were Radig, Nelson, Ung, and Bittinger II; Taylor was absent. Staff members present were Melissa Thomas, Human Resources Director and Patrick Gill, Auditor/Clerk to the Board.

The meeting was called to order.

A closed session was requested by the interviewee.

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

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

A closed session was requested by the interviewee.

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

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

A closed session was requested by the interviewee.

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

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

The Board adjourned the meeting.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: April 30, 2024

*** 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
Guerrero-Miller, Abigail	Sheriff's Office	4-30-2024	Senior Correctional Officer	\$28.77/hour	15%=\$3.82/hr	R	Per CWA Contract: 4 Years of Service Plus BS Reclassify to Senior Class.
Farley, Nathan	Secondary Roads	5-1-2024	Equipment Operator-Hornick	\$26.63/hour		A	Job Vacancy Posted 2-27-2024 Entry Level Salary: \$26.63/hour
Wise, Cathia	Building Services	4-29-2024	Custodian	\$20.14/hour	6%=\$1.14/hr	R	Per ASFCME Courthouse: Step Increase from Step 3 to Step 4. Anniversary Date 5/9/2024
Brady, Danielle	Auditor-Elections	4-29-2024	Clerk II	\$23.95/hour	11%=2.30/hr	R	Per ASFCME Courthouse: Step Increase from Step 4 to Step 5. Anniversary Date 5/6/2024.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas

Northwest Iowa Regional Housing Authority

2016 Highway Blvd. ◀ P.O. Box 446 ▶ Spencer, IA 51301
Phone 712-262-7460 ▶ Fax 712-262-8299 ▶ Email verify@nwirha.org



April 16, 2024

Woodbury County
620 Douglas St Rm 104
Sioux City, IA 51101

Dear Chairperson:

The term of Patrick Gill will expire on May, 18, 2024. That leaves the County without a representative on the NWIRHA board. Your county along with other counties and municipalities in Northwest Iowa formed Northwest Iowa Regional Housing Authority (NWIRHA).

Its mission is to enable very low-income families to obtain decent, safe, sanitary and affordable housing. This is accomplished through the U.S. Department of Housing and Urban Development under the Section 8 Voucher Program. The program helps qualified families pay rent. Eligible families select their own rental units and pay rent based on the income of the family. The Housing Authority pays an amount determined by the payment standard for the family. NWIRHA also has a home ownership program that allows qualified very low-income families to purchase a home.

We encourage you to appoint a representative or reappoint Patrick Gill to our Board and let your county's voice be heard. For your convenience, I have enclosed a resolution to appoint a representative along with the Oath of Office for the position. NWIRHA does pay mileage at the standard IRS rate, which currently is \$0.67 or your representative may attend via Zoom. Meetings are held at 1:00 on the third Wednesday of each month and usually last for approximately one hour.

We look forward to hearing from you and your representative. If you have any questions, please contact me or simply return the enclosed forms after execution.

Sincerely,

A handwritten signature in cursive script that reads "Angela Prange".

Angela Prange
NWIRHA

Enclosures

**CERTIFICATE OF APPOINTMENT OF REPRESENTATIVE OF THE
HOUSING AUTHORITY OF WOODBURY COUNTY, IOWA**

Resolution # _____

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

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

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

NOW, THEREFORE, Pursuant to the provision of Chapter 28E, Code of Iowa, and by virtue of our office as Board of Supervisors, we hereby appoint the one (1) person hereinafter named to serve as Representative of the Northwest Iowa Regional Housing Authority, representing Woodbury County, Iowa, and to serve for the number of years appearing after the person's name, respectively, from the 18th day of May, 2024 to the 18th day of May, 2027.

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

IN WITNESS WHEREOF, I have hereunto signed by name, as Chairman of the Board of Supervisors of Woodbury County, Iowa, and caused the official corporate seal of said Woodbury County, Iowa to be attached hereto this 30th day of April, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Matthew A. Ung, Chairman

ATTEST:

Patrick F. Gill,
Woodbury County Auditor/Recorder

**CERTIFICATE OF APPOINTMENT
OF COUNTY REPRESENTATIVE TO
REGIONAL HOUSING AUTHORITY**

WHEREAS, The County of Woodbury has adopted a Resolution Declaring the need for a Housing Authority in the County of Woodbury, Iowa, on the _____ day of _____, 20____.

WHEREAS, The County of Woodbury has signed the Joint Exercise of Powers Agreement for the purpose of Creating a Multi-County Housing Authority, and;

WHEREAS, The County of Woodbury's representative's term has expired as the County's representative on the governing body of the Northwest Iowa Regional Housing Authority.

NOW, THEREFORE, PURSUANT TO THE PROVISION OF Chapter 28E, Code of Iowa, and by virtue of our office as Board of Supervisors, we hereby appoint _____ for a term of _____ year(s) beginning on the _____ day of _____, 20____.

IN WITNESS WHEREOF, I have hereunto signed my name as Chairperson of the Board of Supervisors of Woodbury County, Iowa and caused the official corporate seal of said County of Woodbury, Iowa to be attached hereto this _____ day of _____, 20____.

ATTEST:

Chairman of the Board
Board of Supervisors
Woodbury County, Iowa

County Auditor

**OATH OF MEMBER OF
NORTHWEST IOWA REGIONAL HOUSING AUTHORITY**

STATE OF IOWA)
)
COUNTY OF _____)

I do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of this State, and that I will faithfully discharge the duties as a member of the Governing Board for the Northwest Iowa Regional Housing Authority according to the best of my ability. I am not an elected County official.

Signature of Appointee
Number of years appointed: _____

I, _____, Notary Public in and for the County of _____, State of Iowa, hereby certify that _____, to me personally know and by me known to be one of the members of the Northwest Iowa Regional Housing Authority appeared before me on the _____ day of _____, and made the above oath.

Notary Public in and for the State of Iowa

My commission expires _____

Northwest Iowa Regional Housing Authority

Board Contact Information

Please update the contact information we have for you:

Representing: _____ Expiration Date: _____

Name: _____

Mailing Address: _____

Home Telephone Number: _____

Work Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email Address: _____

BOARD PACKETS:

Yes, I would like my board packet emailed to me along with other notices.

No, I prefer to have my board packet mailed to me along with other notices.

COMMITTEES:

I would be interest in serving on the following committee:

Property Committee

Personnel Committee

Finance Committee

Client Grievance Committee

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

Date: 4/25/2024 Weekly Agenda Date: 4/30/2024

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

WORDING FOR AGENDA ITEM:

Consideration of utility permit for placement of fiber communication line in county rights of way

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Farr Technologies has applied for a permit on behalf of Quick Current Broadband, LLC to allow the placement of fiber communication line in county rights of way.

BACKGROUND:

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

FINANCIAL IMPACT:

No financial impact to the county.

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

Yes No

RECOMMENDATION:

Recommend approval of the permit for Farr Technologies and Quick Current Broadband, LLC.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the underground utility permit for Farr Technologies and Quick Current Broadband, LLC and to direct the chair to sign the permit.

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

REQUEST BY APPLICANT:

Name Quick Current Broadband, LLC

Highway _____

Township _____

Address 106 Tallman St., Walthill, NE 68067

City of _____

Office Phone 402-214-7538 Local Phone _____

Starting: SW of SW of S09, T88N, R47W
Ending: NW of SW of S35, T87N, R47W

Type of Utility Installation Fiber Optic Communication See below for more information

Plans Prepared By Zane Brandt 605-254-1182 Zane.Brandt@farrtechnologies.com

Copy Enclosed Yes No

Map Showing Location Enclosed X Yes _____ No _____

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

Proposed Method of Installation

_____ tunnel _____ suspend on poles _____ cased
X jack & bore _____ suspend on towers X trench
_____ open cut X plow

Estimated Starting Date 4/15/2024 Estimated Restoration Date 12/31/2024

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

By Zane Brandt
(Signature of Authorized Utility Representative)

Title ROW Agent

Date 2/26/2024

PERMIT APPROVAL BY PERMITTING AUTHORITY

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

By _____
(Signature of Woodbury County Board Chairman)

Title _____

Date _____

By _____
(Signature of Woodbury County Engineer)

Title _____

Date _____

Other Special Provisions:

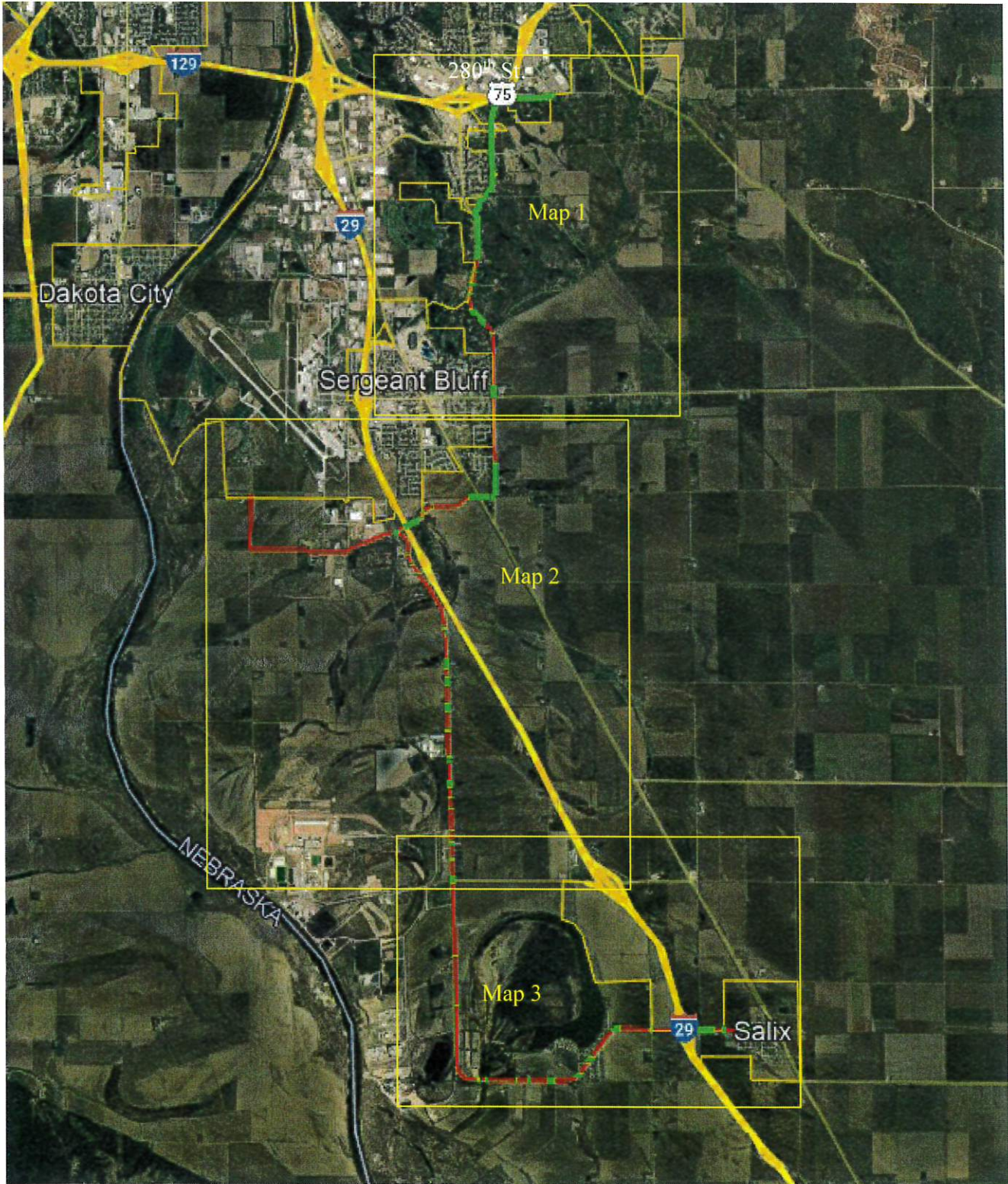
Permit Provisions and Conditions of Issuance

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

Approved 1/19/99

Fiber Optic communication cable and conduit to be placed in the back of the ROW as best able considering existing utilities. Boring will take place when conduit needs to be placed under an obstacle. Cable to be placed inside a 4-Way 18/14mm of Conduit Bundle at these locations. All restorations shall be completed before the estimated end Date and restored to its original Condition. Asphalt and concrete only to be pot hole and restored as needed. Conduit to be placed at a minimum depth of 36" in ROW or 48" depth at road bore locations.

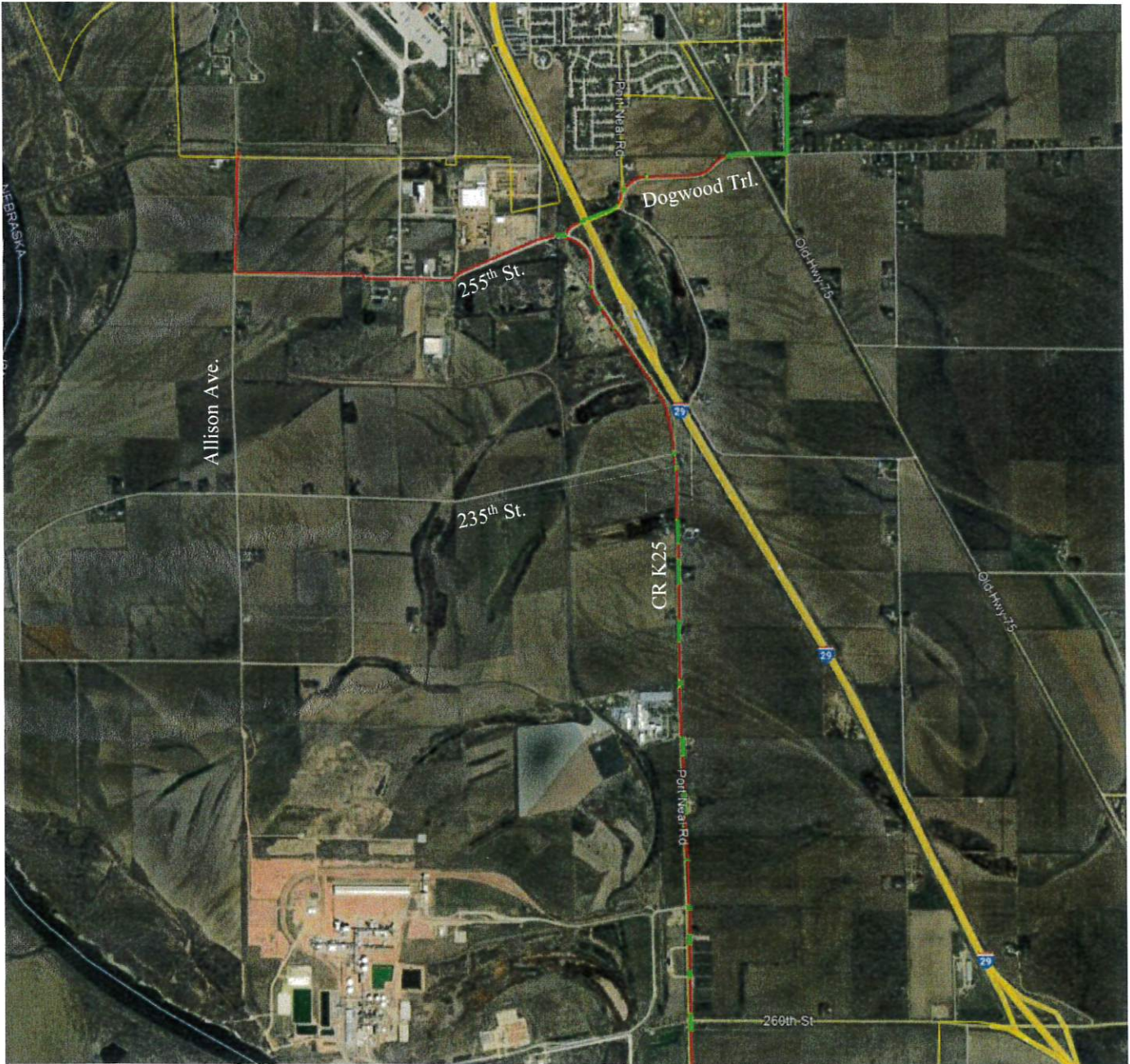
Quick Current Broadband, LLC 2024 Fiber Optic Project
Woodbury County and Townships
Site Map
Large Scale



Refer to Construction Sheets for more details on project.
The red line denotes the Proposed Fiber Route.
The green line denotes the Proposed Bore Locations



Quick Current Broadband, LLC 2024 Fiber Optic Project
Woodbury County and Townships
Site Map
Map 2



Refer to Construction Sheets for more details on project.
The red line denotes the Proposed Fiber Route.
The green line denotes the Proposed Bore Locations



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

Date: 04/25/2024 Weekly Agenda Date: 04/30/2024

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

WORDING FOR AGENDA ITEM:

Receive quotes for two new dump trucks for the secondary road department

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county annually takes bids for new equipment to maintain its fleet of road maintenance vehicles. The county received quotations on April 23, but one quote was misdelivered.

BACKGROUND:

The bids replace two aging, single axle trucks in the Merville and Hornick districts. Bids were received last week from several dealers. After the board meeting, two additional bids were found in the secondary road internal mail slot. After discussing the issue with the county attorney, we are recommending the two additional bids be opened publicly on April 30.

FINANCIAL IMPACT:

The project is paid for with Woodbury County local secondary road funds.

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

Yes No

RECOMMENDATION:

Recommend that the board receive the quotes and allow the county engineer to examine the responsive quotes and recommend award at a later board meeting.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board accept the pickup truck quotes and return them to the county engineer for an award recommendation.

Tracking Number:

Remove X

70220410000135161892

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 2:04 pm on April 22, 2024 in SIOUX CITY, IA 51101.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

SIOUX CITY, IA 51101

April 22, 2024, 2:04 pm

[See All Tracking History](#)

Feedback

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus[®]



Product Information

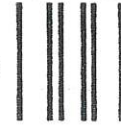
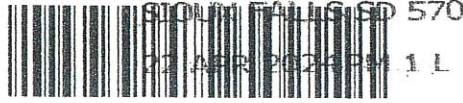


See Less ^

Track Another Package

Enter tracking or barcode numbers

USPS TRACKING#



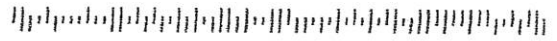
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 8111 2349 9645 16

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Transwest Trucks
2101 E. Benson Rd.
Sioux Falls, SD 57104



USPS TRACKING#



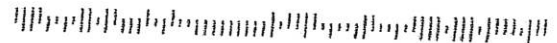
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 8111 2349 9645 16

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Transwest Trucks
2101 E. Benson Rd.
Sioux Falls, SD 57104



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

Date: 04/26/2024 Weekly Agenda Date: 04/30/2024

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

WORDING FOR AGENDA ITEM:

Approve letter of financial support for federal grant application

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County is applying for a Rural/INFRA grant from the US Department of Transportation to provide partial funding for the Southbridge Interchange Project.

BACKGROUND:

While the county has sufficient TIF funding capability to fully fund the interchange, new federal aid grant programs provided by the BIL offer local governments the ability to apply for direct federal grants for infrastructure projects. The county hired HNTB to prepare the grant application and it will be filed on May 3.

FINANCIAL IMPACT:

The grant, if the county is successful, will fund 60% of the interchange construction cost. Based on the current project estimate, the grant application is for \$12,893,895. This, combined with the \$2,030,000 allocated by the SIMPCO MPO for the project will fund approximately 69% of the total project cost.

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 sign the letter of financial support.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the letter of financial support for the federal aid grant application for the Southbridge Interchange project and direct the chair to sign the letter.



Woodbury County Board of Supervisors

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

MEMBERS

DANIEL A. BITTINGER II
SIOUX CITY

KEITH W. RADIG
SIOUX CITY

JEREMY J. TAYLOR
SIOUX CITY

MATTHEW A. UNG
SIOUX CITY

MARK E. NELSON
SIOUX CITY

FINANCE / BUDGET DIRECTOR
DENNIS BUTLER

ADMINISTRATIVE ASSISTANT
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER
HEATHER SATTERWHITE

April 30, 2024

The Honorable Pete Buttigieg
US Department of Transportation (USDOT)
1200 New Jersey Ave, SE
Washington, D.C. 20590

Dear Secretary Buttigieg:

The Woodbury County Board of Supervisors submits this letter of financial support for the I-29 Southbridge Interchange Project and requests full and fair consideration for funding under the Nationally Significant Multimodal Freight & Highway Projects Program (INFRA) and Rural Surface Transportation Grant Program (Rural). While Woodbury County is fully committed to funding the project through Tax Increment Financing, the grant, if awarded, allows the county to release the tax increment valuation backing the county bond issue for the project. Releasing the tax increment will assist the county board's effort to reduce countywide property taxes by spreading tax levies against the larger total property valuation inclusive of the increment that is no longer tied up by project bonding. The county further commits to the ongoing maintenance of the project following completion, working in cooperation with the Iowa Department of Transportation.

This Project will construct critical infrastructure for not only Woodbury County, but also the Iowa Department of Transportation, the Siouxland Interstate Metropolitan Planning Council (SIMPCO), the Cities of Sioux City and Sergeant Bluff, the adjacent rural communities, and the greater region. The Project will enhance supply chain movement to the region, Midwest and beyond via major river, rail, and freight industries with its connection to Port Neal and the Southbridge Industrial Area. This project has been a priority for the county, our communities, and our local industries since 2005.

As we continue the design of this project and proceed toward project letting, the county nearing the culmination of a multiyear effort to bring this project to fruition. National Environmental Protection Agency (NEPA) documentation as a countersigned Environmental Assessment (EA) was prepared and signed in January 2020, with a Finding of No Significant Impact (FONSI) signed by the Federal Highway Administration (FHWA) in May 2020. FHWA signed the Interchange Justification Report (IJR) for the Project in September 2022. The Project is in final design, with a letting scheduled for January 2026. Given

the level of design and strong, sustained support for the Project, upon receipt of grant funding, Woodbury County can expeditiously enter a grant agreement with the USDOT.

The Project will provide needed access along this segment of I-29 and be a catalyst for economic development, relieving bottlenecks to freight movement in the network today and providing improved access to the Port Neal industrial area and the Missouri River to the west and to local and rural communities via Old US 75 to the east. The Project will improve safety, upgrading a passive at-grade railroad intersection to an active, signalized rail crossing and reducing instances of vehicles stopping on a very active rail corridor. We believe the project is also the key to bringing new high-quality jobs to the area. It is the Board's sincere hope that the new jobs that follow development in this area will be available to a broad range of people with or without educational attainment beyond a high-school diploma.

This project is a priority for our community. The Project has strong local, state, and regional support. The Board of Supervisors is fully in support this project and requests that Woodbury County's grant application be given consideration for grant funding.

Sincerely,

Woodbury County Board of Supervisors

Matthew Ung, Chair

Daniel A. Bittinger, II, Member

Mark Nelson, Member

Keith Radig, Member

Jeremy Taylor, Member

RESOLUTION #
NOTICE OF PROPERTY SALE

Parcel #894735276004

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

All that part of former Chicago, Milwaukee, St. Paul and Pacific Railroad Company's property, being a part of the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 35, Township 89 North, Range 47 West of the 5th P.M. in Woodbury County, Iowa described as follows: Commencing at a point on the east line of the SW ¼ NE ¼ said Section 35, distant 326.12 feet southerly of the NE corner said SW ¼ NE ¼; thence S0°50'08" W along said line 57.32 feet to a point 10.00 feet northeasterly of as measured at right angles to the centerline of the Railroad Company's former main track; thence S43°25'10" E, 396.84 feet; thence southeasterly 153.76 feet on a curve to the northwesterly line of Spalding Street as established by the City of Sioux City, said curve being concave southwesterly, having a radius of 2,437.42 feet and a chord of 153.76 feet bearing S41°36'43" E and said curve being 10.00 feet radially distant from the centerline of the former railroad track; thence N50°11'44" E along said northwesterly line of Spalding Street 40.00 feet to the northeasterly boundary line of the Railroad's property; thence northwesterly along said northeasterly boundary line 597', more or less, to the point of beginning (4103 Gordon 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 **30th Day of April, 2024 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 on the **30th Day of April, 2024**, immediately following the closing of the public hearing to the **City of Sioux City only per Code of Iowa 331.361(2)**.
3. That said Board proposes to sell the said real estate to the **City of Sioux City only for consideration of \$398.00 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 16th Day of April, 2024

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: City of Sioux City Date: Oct 23
Address: 405 W 81 Phone: 279-6971

Address or approximate address/location of property interested in:
4103 Gordon Dr.

GIS PIN # 894738276004

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

Legal Description: see resolution - long legal

Tax Sale #/Date: #1162 6/16/2008 Parcel # 206689

Tax Deeded to Woodbury County on: 3/4/24

Current Assessed Value: Land \$9,100 Building 0 Total \$9,100

Approximate Delinquent Real Estate Taxes: \$4,378

Approximate Delinquent Special Assessment Taxes: \$582

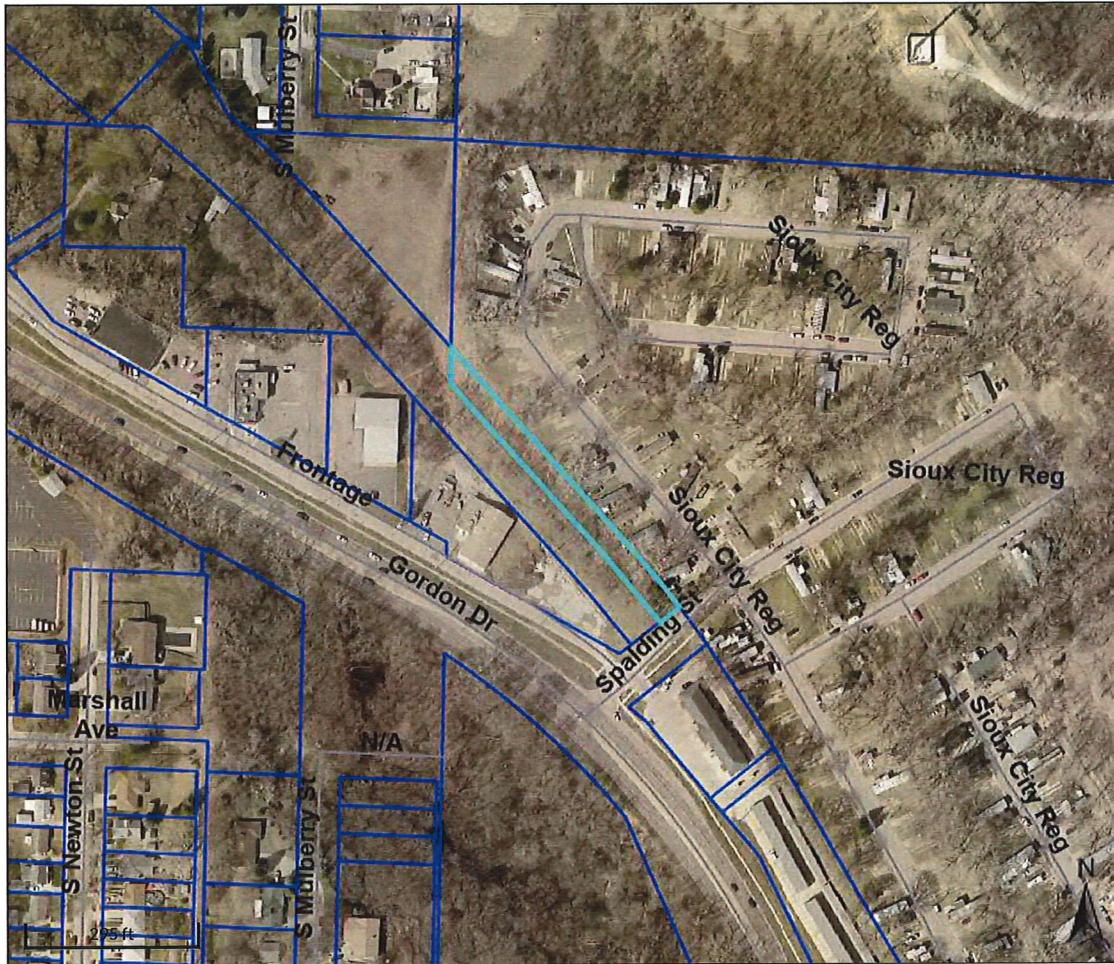
*Cost of Services: \$108

Inspection to: Rocky DeWitt Date: 7/9/21

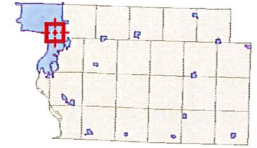
Minimum Bid Set by Supervisor: \$290 plus \$108 for cost of services; Total \$398

Date and Time Set for Auction: April 30th @ 4:35 p.m.

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



Overview



Legend

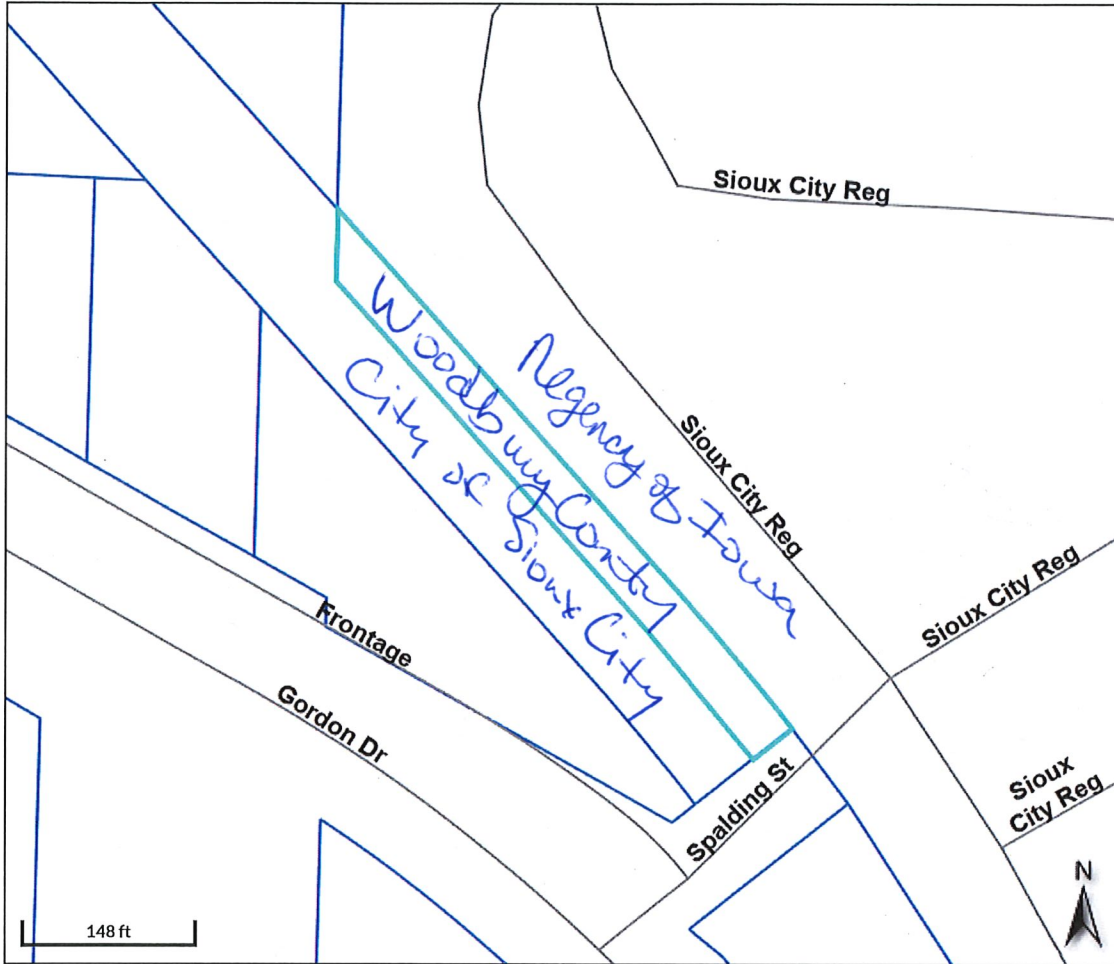
-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894735276004	Alternate ID	566689	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	35-89-47	Class	C		620 DOUGLAS ST
Property Address	4103 GORDON DR	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	LL-SC COMM 89-47 A TCT OF RR BEING TH E NE 40 FT OF RR ROW LYING NORTH OF SPAULDING ST & SELY OF W LINE OF SE 1/4 NE 1/4 35-89-47				
	(Note: Not to be used on legal documents)				

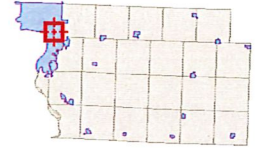
Date created: 4/10/2024
 Last Data Uploaded: 4/10/2024 1:31:08 AM



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID	894735276004	Alternate ID	566689	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	35-89-47	Class	C		620 DOUGLAS ST
Property Address	4103 GORDON DR	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	LL-SC COMM 89-47 A TCT OF RR BEING THE NE 40 FT OF RR ROW LYING NORTH OF SPAULDING ST & SELY OF W LINE OF SE 1/4 NE 1/4 35-89-47				
	(Note: Not to be used on legal documents)				

Date created: 4/10/2024
 Last Data Uploaded: 4/10/2024 1:31:08 AM

Developed by Schneider
 GEOSPATIAL

RESOLUTION

NOTICE OF PROPERTY SALE

Parcels #894729440013

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

Except West One Hundred feet (W 100') South One-half (S ½) Lot Five (5) Block Forty-three (43) Sioux City Addition, City of Sioux City, Woodbury County, Iowa (204 ½ Kansas Street)

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 **30th Day of April, 2024 at 4:36 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 **30th Day of April, 2024**, 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 \$100.00** 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 16th Day of April, 2024.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Dennis Benson

Date: 4/15/24

Address: 134 Kansas St.

Phone: 712-253-1951

Address or approximate address/location of property interested in:

204 1/2 Kansas St.

GIS PIN # 894729440013

*This portion to be completed by Board Administration *

Legal Description:

Except west 100 feet, South one-half Lot 5 Block 43, Sioux City Addition, City of Sioux City, Woodbury County, Iowa

Tax Sale #/Date: #7 4/20/94

Parcel # 11326

Tax Deeded to Woodbury County on: 9/26/95

Current Assessed Value: Land \$3205 Building 0 Total \$3205

Approximate Delinquent Real Estate Taxes: N/A

Approximate Delinquent Special Assessment Taxes: N/A

*Cost of Services: 0

Inspection to: Matthew Borg

Date: 4/19/24

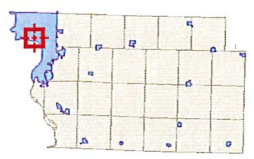
Minimum Bid Set by Supervisor: \$100

Date and Time Set for Auction:

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



Overview



Legend

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

Parcel ID	894729440013	Alternate ID	11326	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	204 1/2 KANSAS ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY ADDN EX W 100 FT S 1/2 LO T 5 BLK 43				
	(Note: Not to be used on legal documents)				

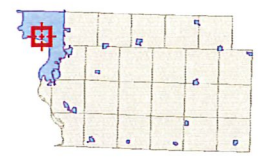
Date created: 4/9/2024
 Last Data Uploaded: 4/9/2024 12:42:40 AM



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

74 ft



Parcel ID	894729440013	Alternate ID	11326	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	204 1/2 KANSAS ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY ADDN EX W 100 FT S 1/2 LOT 5 BLK 43				
	(Note: Not to be used on legal documents)				

Date created: 4/9/2024
 Last Data Uploaded: 4/9/2024 12:42:40 AM

Developed by Schneider
 GEOSPATIAL

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

Date: 4/25/24

Weekly Agenda Date: 4/30/24

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel J. Priestley

WORDING FOR AGENDA ITEM:

A) Motion to receive the final report and the Zoning Commission's recommendation from their 4/22/24 meeting to approve the final plat of Yockey Farm Addition, a minor subdivision to Woodbury County, Iowa.
B) Motion to accept and approve Yockey Farm Addition, a minor subdivision to Woodbury County, Iowa.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

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:

Peggy Ann Yockey has filed for a two (2) lot minor subdivision on the properties identified as Parcel #874305300001 and Parcel #874306400002 and referenced above. This subdivision is being completed to reconfigure the property lines and to establish two (2) lots. This minor subdivision proposal has been properly noticed in the Sioux City Journal legals section on April 9, 2024. The neighbors within 1000 FT have been duly notified via a April 5, 2024 letter about the April 22, 2024 Zoning Commission 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 lot(s) have adequate access. This property is located in the Agricultural Preservation (AP) Zoning District and is not located in the Special Flood Hazard Area (SFHA) – Zone X. The City of Anthon waived their extraterritorial review authority with the approval of Resolution No. 2024-5.564. Based on the information received and the requirements set forth in the Zoning and Subdivision Ordinance, the proposal meets appropriate criteria for approval. The Woodbury County Zoning Commission voted 3-0 to recommend the acceptance and approval of the Yockey Farm Addition final plat to the Woodbury County Board of Supervisors following their public hearing on April 22, 2024.

PROPERTY DETAILS

Parcel(s): 874305300001 & 874306400002

Township/Range: T87N R43W for both parcels.

Section: Section 5 – 874305300001

Section 6 - 874306400002

Quarter: NWSW – 874305300001

NESE – 874306400002

Zoning District: Agricultural Preservation (AP)

Floodplain: Not in Floodplain – Zone X

Property Address: 2269 Lenox Ave., Anthon, IA 51004

FINANCIAL IMPACT:

0

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:

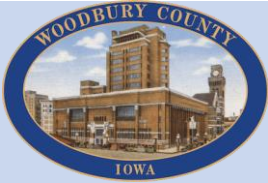
Receive the final report and P&Z Commission's recommendation from their 4/22/24 meeting.

Approve the final plat and authorize the Chairman to sign the resolution.

ACTION REQUIRED / PROPOSED MOTION:

A) Motion to receive the final report and the Zoning Commission's recommendation from their 4/22/24 meeting to approve the final plat of Yockey Farm Addition, a minor subdivision to Woodbury County, Iowa.

B) Motion to accept and approve Yockey Farm Addition, a minor subdivision to Woodbury County, Iowa.



WOODBURY COUNTY PLANNING & ZONING

620 Douglas Street, Sixth Floor, Sioux City, Iowa 51101
712.279.6609 – 712.279.6530 (Fax)

Daniel J. Priestley, MPA – Zoning Coordinator
dpriestley@woodburycountyiowa.gov

Dawn Norton – Senior Clerk
dnorton@woodburycountyiowa.gov

FINAL REPORT – APRIL 25, 2024

YOCKEY FARM ADDITION – MINOR SUBDIVISION PROPOSAL

APPLICATION DETAILS		PROPERTY DETAILS		CONTENTS	
Applicant(s)/Owner(s):	Peggy A. Yockey	Parcel(s):	874305300001 & 874306400002	Summary, Aerial Map, Plat Excerpt, Recommendation	
Application Type:	Minor Subdivision	Township/Range:	T87N R43W for both parcels.	Legal Notification	
Name of Subdivision:	Yockey Farm Addition	Section:	Section 5 – 874305300001 Section 6 - 874306400002	Neighbor(s) Notification	
Application Date:	March 22, 2024	Quarter:	NWSW – 874305300001 NESE – 874306400002	Stakeholder(s) Comments	
Number of Lots:	2	Zoning District:	Agricultural Preservation (AP)	Review Criteria / Applicant Responses	
Total Acres:	12.99	Floodplain:	Not in Floodplain – Zone X	Application	
Extraterritorial Review:	Waived – City of Anthon	Property Address:	2269 Lenox Ave., Anthon, IA 51004	Supporting Documentation	
Legal Notice Date:	April 9, 2024				
Neighbor(s) Notice Date:	April 5, 2024				
Stakeholder(s) Notice Date:	April 1, 2024				
Zoning Commission Public Hearing Date:	April 22, 2024				
Board of Supervisors Agenda Date:	April 30, 2024				
Attorney:	Ryan Ross, 712-224-7585				
Surveyor:	Terence Crawford, 712-263-8118				

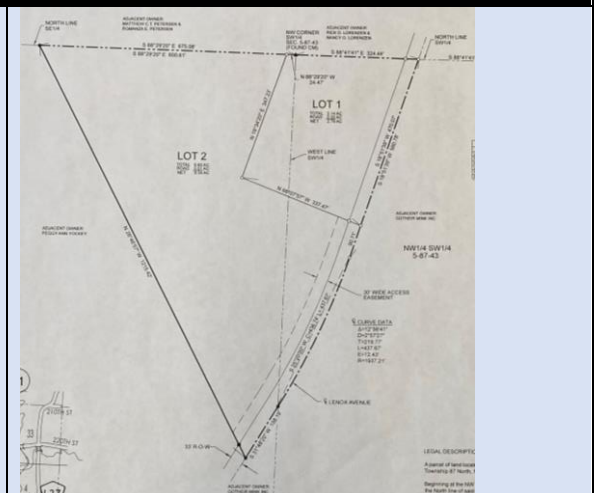
SUMMARY

Peggy Ann Yockey has filed for a two (2) lot minor subdivision on the properties identified as Parcel #874305300001 and Parcel #874306400002 and referenced above. This subdivision is being completed to reconfigure the property lines and to establish two (2) lots. This minor subdivision proposal has been properly noticed in the Sioux City Journal legal section on April 9, 2024. The neighbors within 1000 FT have been duly notified via a April 5, 2024 letter about the April 22, 2024 Zoning Commission 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 lot(s) have adequate access. This property is located in the Agricultural Preservation (AP) Zoning District and is not located in the Special Flood Hazard Area (SFHA) – Zone X. The City of Anthon waived their extraterritorial review authority with the approval of Resolution No. 2024-5.564. Based on the information received and the requirements set forth in the Zoning and Subdivision Ordinance, the proposal meets appropriate criteria for approval. The Woodbury County Zoning Commission voted 3-0 to recommend the acceptance and approval of the Yockey Farm Addition final plat to the Woodbury County Board of Supervisors following their public hearing on April 22, 2024.

AERIAL MAP



PLAT EXCERPT





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

RE: Zoning Commission Recommendation to the Board of Supervisors

Yockey Farm Addition, Minor Subdivision Proposal

Parcel(s): 874305300001 & 874306400002
Township/Range: T87N R43W for both parcels.
Section: Section 5 – 874305300001 & Section 6 - 874306400002
Quarter: NWSW – 874305300001& NESE – 874306400002
Zoning District: Agricultural Preservation (AP)
Floodplain: Not in Floodplain – Zone X
Property Address: 2269 Lenox Ave., Anthon, IA 51004

Dear Members of the Woodbury County Board of Supervisors:

This letter is to inform you that the Woodbury County Zoning Commission reviewed the *Yockey Farm Addition*, final plat minor subdivision proposal following the scheduled public hearing that occurred at the regularly scheduled public meeting of the Woodbury County Zoning Commission on 4-22-2024.

Following the public hearing, the Zoning Commission voted 3-0 to recommend acceptance and approval of the *Yockey Farm Addition*, minor subdivision final plat to the Board of Supervisors.

Dated this 22 day of 4th, 2024


Thomas A. Bride
Woodbury County Zoning Commission

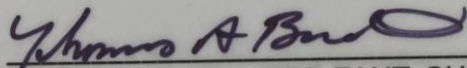
ATTEST:


Daniel Priestley, Zoning Coordinator
Woodbury County Community & Economic Development

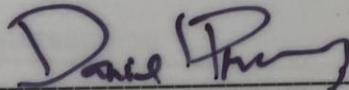
CERTIFICATE OF WOODBURY COUNTY ZONING COMMISSION

WE DO HEREBY CERTIFY THAT WE ARE THE CHAIR AND THE COORDINATOR OF THE PLANNING AND ZONING COMMISSION, WOODBURY COUNTY, IOWA, AND WE FURTHER CERTIFY THAT THE SAID ZONING COMMISSION DID TAKE UNDER ADVISEMENT THE ATTACHED PLAT AND THAT SAID ZONING COMMISSION DID ON THE 22nd DAY OF April, 2024 RECOMMEND TO THE WOODBURY COUNTY BOARD OF SUPERVISORS THE ACCEPTANCE AND APPROVAL OF SAID SUBDIVISION.

DATED: 4-22-2024



~~CHRISTINE ZELLMER ZANT, CHAIR~~ Thomas A. Bride, Vice Chair
WOODBURY COUNTY ZONING COMMISSION



DANIEL J. PRIESTLEY
PLANNING AND ZONING COORDINATOR
WOODBURY COUNTY ZONING COMMISSION

ZONING COMMISSION DRAFT MINUTES – EXCERPT INVOLVING YOCKEY FARM ADDITION AGENDA ITEM (SEE BELOW)

Minutes - Woodbury County Zoning Commission – April 22, 2024

The Zoning Commission (ZC) meeting convened on the 22nd of April, at 5:00 PM in the Board of Supervisors' meeting room in the Basement of the Woodbury County Courthouse, 620 Douglas Street, Sioux City, IA. The meeting was also made available via teleconference.

Meeting Audio:

For specific content of this meeting, refer to the recorded video on the Woodbury County Zoning Commission "Committee Page" on the Woodbury County website:

- County Website Link:
 - o https://www.woodburycountyiowa.gov/committees/zoning_commission/
- YouTube Direct Link:
 - o <https://www.youtube.com/watch?v=d3dnklmVm0U>

ZC Members Present:
County Staff Present:
Public Present:

Barb Parker, Jeff Hanson, Tom Bride
Dan Priestley, Dawn Norton
Peggy Yockey, Glenna Tevin, Dennis Boulden, Galen Modlin,
Cheryl Tevis, Lynne Boulden, Robin Beem, Merriel Miller, Jesse
Beem, Abe Sandquist, Ann Johnston, Kim Sulsberger, Tyler
Sulsberger, Deborah Sulsberger, Zachary Greder, Tim Ericksen

Call to Order

Vice-Chair Tom Bride called the meeting to order at 5:00 p.m. Chris Zellmer Zant, Corey Meister absent.

Public Comment on Matters Not on the Agenda

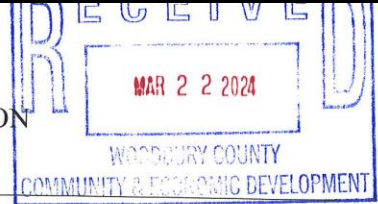
None

Approval Of Minutes: March 25, 2024 minutes – Motion by Parker. Second by Hanson. Approved 3-0.

Public Hearing (Action Item) For Proposed Minor Subdivision – Yockey Farm Addition. Summary:

Priestley read the report summary of the proposed Yockey Farm Addition subdivision into the record. Peggy Ann Yockey has filed for a two (2) lot minor subdivision on the properties identified as Parcel #874305300001 and Parcel #874306400002. The subdivision is being completed to reconfigure the property lines and to establish two (2) lots. This minor subdivision proposal has been properly noticed in the Sioux City Journal legals section on April 9, 2024. The neighbors within 1000 FT have been duly notified via a April 5, 2024 letter about the April 22, 2024 Zoning Commission 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 lot(s) have adequate access. This property is located in the Agricultural Preservation (AP) Zoning District and is not located in the Special Flood Hazard Area (SFHA) – Zone X. The City of Anthon waived their extraterritorial review authority with the approval of Resolution No. 2024-5.564. Based on the information received and the requirements set forth in the Zoning and Subdivision Ordinance, the proposal meets appropriate criteria for approval. Parker motioned to close public hearing. Second by Hanson. Carried 3-0. Hanson motioned to approve and forward to Board of Supervisors. Second by Parker. Carried 3-0.

WOODBURY COUNTY, IOWA
MINOR SUBDIVISION APPLICATION



Applicant: Peggy A. Yockey Name of Owner

Mailing Address: 930 28th Ave Council Bluffs, IA 51501
 Street City or Town State and Zip + 4

Property Address: 2269 Lenox Ave - Anthon IA 51004
 Street City or Town State and Zip + 4

Ph/Cell #: 402-590-3204 E-mail Address: peggyockey@gmail.com

To subdivide land located in the NE-SE & NW-SW Quarter of Section 5-6

Civil Township 8743 GIS Parcel # 874305300001 & 874306400002

Name of Subdivision: Yockey Farm Addition

Subdivision Area in Acres 12.99 Number of Lots 2

Attachments:

1. Eight (8) copies of grading plans; if required.
2. Eight (8) 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: Terence Crawford Ph/Cell: 712-263-8118

Attorney: Ryan Ross Ph/Cell: 712-224-7585

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

Owner's Signature: Peggy A. Yockey

Zoning Director: [Signature]

For Office Use Only:

Zoning District AP Flood District X-3000 Date _____ No. 6963

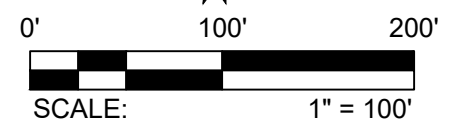
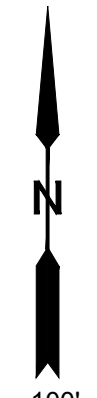
Application Fee 4 Lots or less (\$300)* + Additional Fees CK# 1004 8.22.24

5 Lots or more (\$300* plus \$5 per lot + Additional Fees) _____

*Owner(s)/applicant(s) shall pay the additional costs associated with the processing, printing, and the mailing of notifications of the public hearings when the number of mailings required exceeds 30. The owner(s)/applicant(s) shall pay the additional costs of the legal publication notice(s) in newspaper(s) when the fees exceed \$100.00.

FINAL PLAT YOCKEY FARM ADDITION

A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA



- PROPERTY PIN FOUND
5/8" DIA. X 18" IRON PIN
W/ORANGE CAP #14709
- R-O-W PIN FOUND
5/8" DIA. X 18" IRON PIN
W/ORANGE CAP #14709
- PROPERTY PIN SET
5/8" DIA. X 18" IRON PIN
W/YELLOW CAP #8893
- R-O-W PIN SET
5/8" DIA. X 18" IRON PIN
W/YELLOW CAP #8893

OWNER & SUBDIVIDER:
PEGGY ANN YOCKEY
930 28TH STREET
COUNCIL BLUFFS, IA 51501

LAND SURVEYOR:
TERENCE E. CRAWFORD, P.E. & P.L.S.
SUNDQUIST ENGINEERING, P.C.
120 SOUTH MAIN STREET
DENISON, IA 51442

ACREAGE BREAKDOWN			
LOT	TOTAL	ROAD	NET
LOT 1			
NW1/4 SW1/4	2.51	0.35	2.16
NE1/4 SE1/4	0.63		0.63
LOT 2			
NW1/4 SW1/4	1.37	0.38	0.99
NE1/4 SE1/4	8.48	0.13	8.35

- NOTES:**
- ZONING DISTRICT:**
AP - AGRICULTURAL PRESERVATION
- BULK REGULATIONS:**
MINIMUM LOT WIDTH: 200'
MINIMUM LOT SIZE: 2 ACRES
MINIMUM FRONT YARD: 100'
SIDE YARDS: 10', 20' OR 50'
DEPENDENT ON USE**
MINIMUM REAR YARD: 50'
DEPENDENT ON USE**
MAXIMUM HEIGHT: 45'
MAXIMUM STORIES: NO LIMIT
- **OTHER REGULATIONS APPLY. SEE
SUBDIVISION ORDINANCES FOR DETAILS.
- LOTS TO BE SERVED BY PRIVATE WELLS AND
SEPTIC SYSTEMS.
- ELECTRICAL:** WOODBURY COUNTY REC
1495 HUMBOLT AVE.
MOVILLE, IOWA 51039
- TELEPHONE:** LOTS PRESENTLY
NOT SERVED BY LANDLINE PHONE SERVICE

LEGAL DESCRIPTION:

A parcel of land located in the NW1/4 SW1/4 of Section 5 and the NE1/4 SE1/4 of Section 6, all in Township 87 North, Range 43 West of the 5th P.M., Woodbury County, Iowa described as follows:

Beginning at the NW Corner of the SW1/4 of Section 5-87-43, thence S 88°41'41" E 324.44 feet along the North line of said SW1/4 to a point on the centerline of Lenox Avenue, thence S 18°51'39" W 560.78 feet along said centerline, thence Southwesterly 437.67 feet along said centerline along a 1937.21 foot radius curve concave Northwesterly with a long chord bearing S 25°20'00" W 436.74 feet, thence S 31°48'20" W 158.19 feet along said centerline, thence N 26°46'57" W 1215.42 feet to a point on the North line of the SE1/4 of Section 6-87-43, thence S 88°29'20" E 675.08 feet along said line to the point of beginning. Said parcel contains 12.99 acres including the presently established Lenox Avenue right-of-way.

CERTIFICATION:

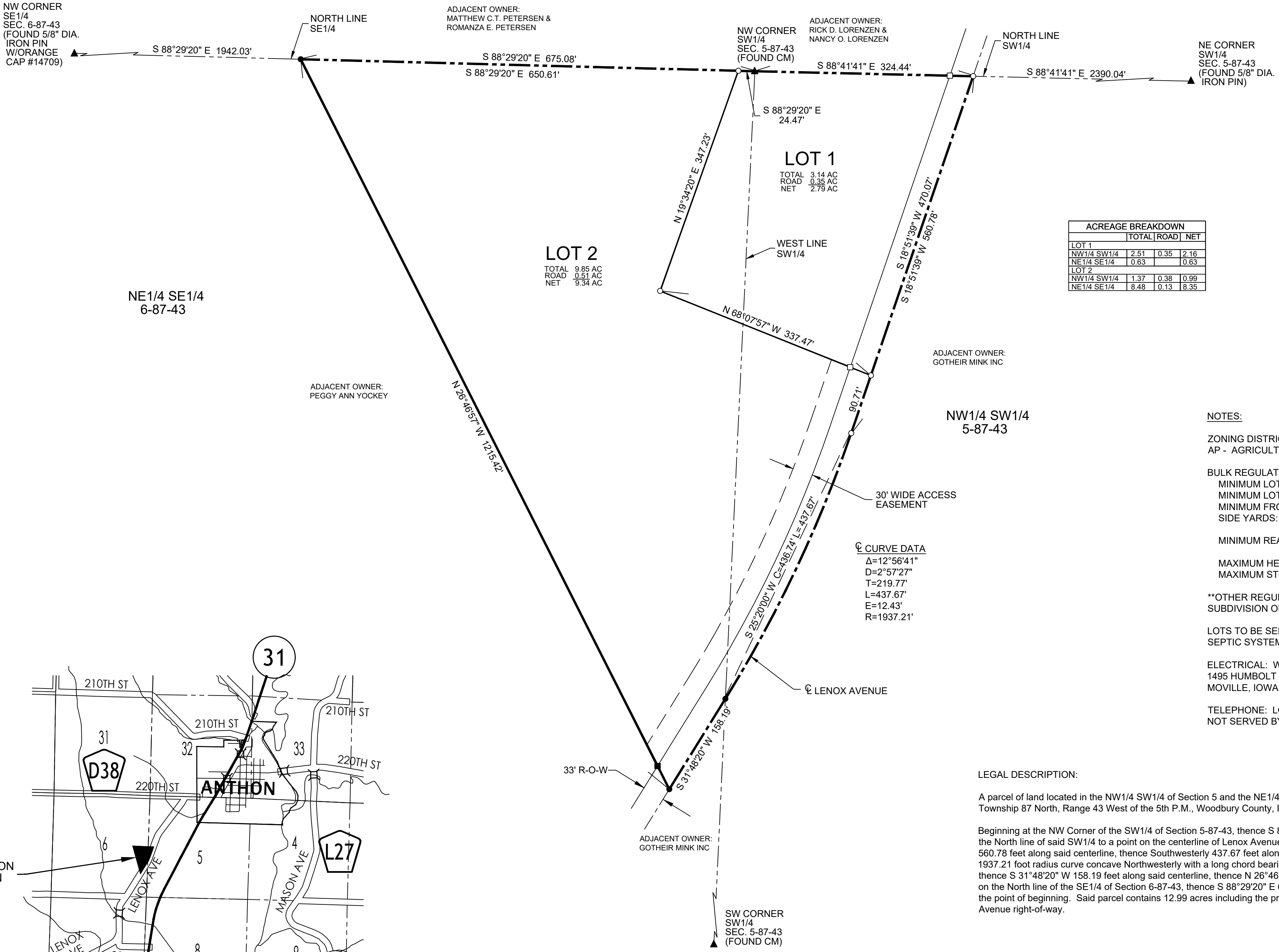
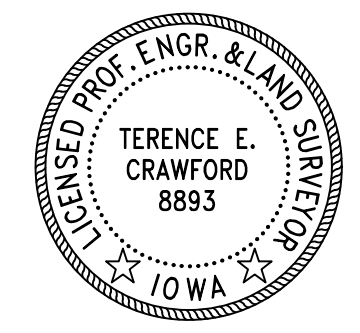
I, TERENCE E. CRAWFORD, A DULY LICENSED LAND SURVEYOR UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF IOWA, HOLDING CERTIFICATE NO. 8893, DO HEREBY CERTIFY THAT THE PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA, IS TRUE REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECT 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 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 EXCEPT AS NOTED ON SAID PLAT.

3-14-24
DATE

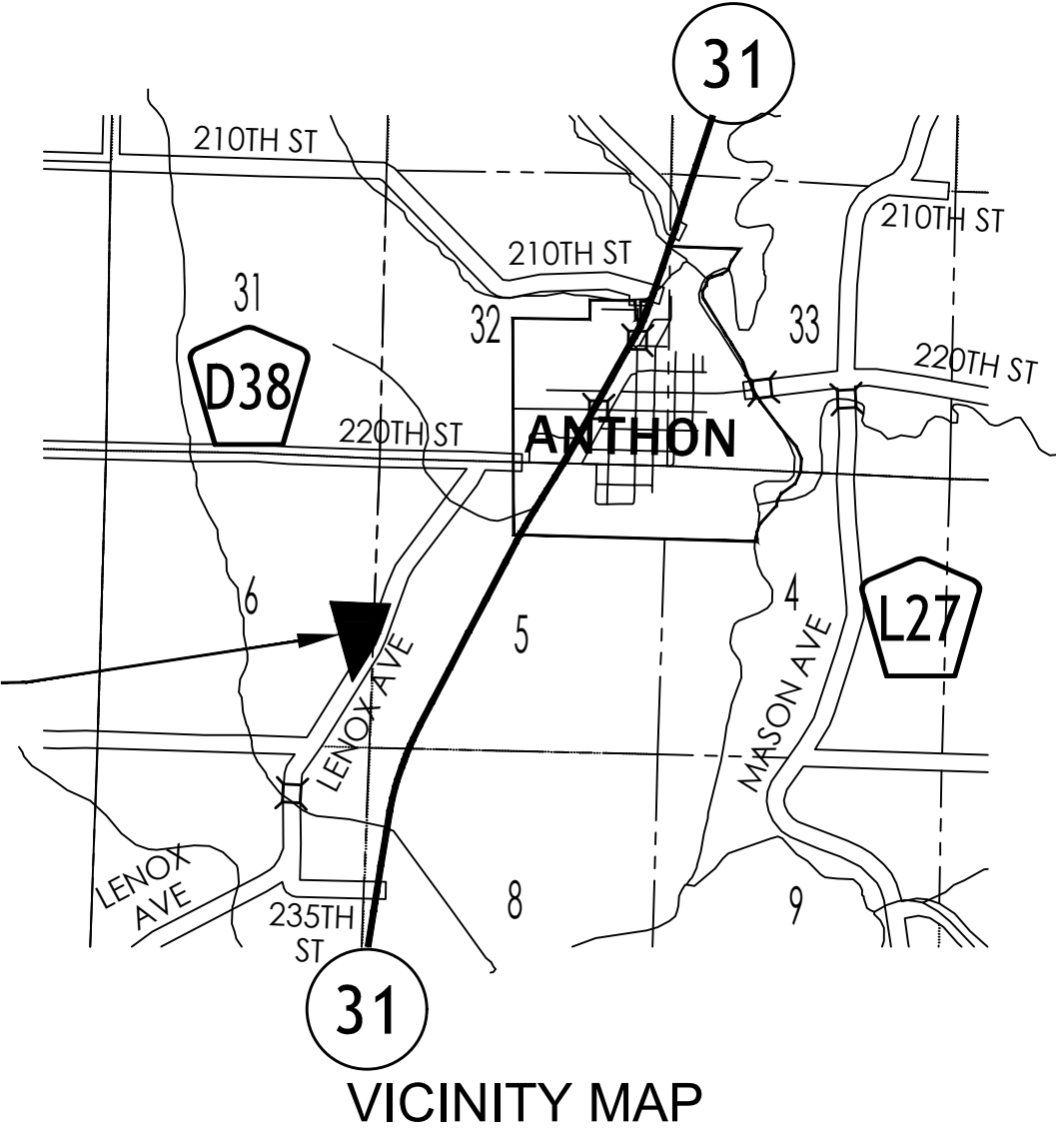
Terence E. Crawford
TERENCE E. CRAWFORD, P.E. & P.L.S.
IOWA LICENSE NO. 8893
EXP. DATE 12-31-25

SHEETS COVERED BY THIS SEAL: 2 SHEETS
DATE OF SURVEY: 10-23-2023



⊙ CURVE DATA

Δ=12°56'41"
D=2°57'27"
T=219.77'
L=437.67'
E=12.43'
R=1937.21'



INDEX LEGEND	
County:	Woodbury
Location:	NW1/4 SW1/4 Section 5, Township 87 North, Range 43 West NE1/4 SE1/4 Section 6, Township 87 North, Range 43 West
Subdivision:	Yockey Farm Addition
Requestor:	Peggy Yockey
Proprietor:	Peggy Ann Yockey
Surveyor:	Terence E. Crawford, P.E. & P.L.S.
Surveyor Company:	Sundquist Engineering, P.C.
Return To:	Sundquist Engineering, P.C. P.O. Box 220, Denison, IA 51442

GUNDQUIST ENGINEERING, P.C. Denison, IA 712-263-8118 Owasa, IA 712-423-3131 sundquistengineering.com	DRAWN BY: LLL REVIEWED BY: TJG APPROVED BY: TEC	DESCRIPTION: FINAL PLAT YOCKEY FARM ADDITION WOODBURY COUNTY, IOWA	SHEET
			1 OF 2
PROJECT NO.: 25023	DATE: 10-23-2023		
CLIENT: PEGGY YOCKEY			

FINAL PLAT YOCKEY FARM ADDITION

A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

PEGGY ANN YOCKEY, THE OWNER OF THE REAL ESTATE DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, HAS IN THE PURSUANCE OF LAW, CAUSED SAID DESCRIBED REAL ESTATE TO BE SURVEYED, STAKED AND PLATTED INTO LOTS, TOGETHER WITH AN INGRESS/EGRESS EASEMENT FOR THE BENEFIT OF ADJACENT PROPERTY, AS IS PARTICULARLY SHOWN AND SET FORTH IN THE ATTACHED PLAT AND SAID CERTIFICATE OF TERENCE E. CRAWFORD, A LICENSED SURVEYOR WHO SURVEYED AND PLATTED THE REAL ESTATE TO BE KNOWN AS YOCKEY FARM ADDITION, WOODBURY COUNTY, IOWA, AND THAT THE SAME IS PREPARED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER AND PROPRIETOR THEREOF.

EXECUTED AT _____, IOWA, THE ____ DAY OF _____, 2024

PEGGY ANN YOCKEY

STATE OF IOWA)
WOODBURY COUNTY)SS)

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IOWA, PERSONALLY APPEARED PEGGY ANN YOCKEY, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT THE PERSON IS THE OWNER AND ACKNOWLEDGED EXECUTION OF THE INSTRUMENT TO BE THE OWNER'S VOLUNTARY ACT AND DEED.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

TITLE OPINION

COUNTY AUDITOR AND RECORDER OF WOODBURY COUNTY, IOWA

DEAR SIR/MADAM:

WE HAVE THIS DATE EXAMINED A COMPLETE ABSTRACT TO TITLE, PURSUANT TO IOWA CODE SECTION 354.11(1)(c) TO PROPERTY WHICH INCLUDES IN ITS ENTIRETY, PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THE PLAT OF: YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA LAST CERTIFIED BY ENGLESON ABSTRACT CO., INC.,

DATED _____, 2024 AT 8:59 A.M. AND FROM SAID ABSTRACT FIND GOOD AND MERCHANTABLE TITLE TO SAID PREMISES VESTED IN PEGGY ANN YOCKEY, A SINGLE PERSON, SUBJECT TO THE FOLLOWING, LIENS, LIMITATIONS AND EXCEPTIONS.

- EASEMENT TO WOODBURY COUNTY, IOWA FOR PUBLIC HIGHWAY, FILED ON DECEMBER 6, 1924 AS MISCELLANEOUS RECORD, NO. 99.
- 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: _____, 2024

RYAN C. ROSS
ATTORNEY AT LAW

CERTIFICATE OF CITY OF ANTHON, IOWA

THE CITY COUNCIL OF ANTHON, IOWA, PURSUANT TO AUTHORITY GRANTED IN IOWA CODE SECTION 354.9, WAIVED THE CITY'S REVIEW AND APPROVAL OF THE FINAL PLAT OF YOCKEY FARM ADDITION, AS WOULD OTHERWISE BE REQUIRED BY THE CITY'S CODE OF ORDINANCES, WITH THE ADOPTION OF

RESOLUTION NO. _____ ON THIS DAY OF _____, 2024

PASSED: _____
LISA PETERSON, MAYOR

APPROVED: _____
ATTEST: ANITA BRANDT

AUDITOR'S APPROVAL OF SUBDIVISION NAME

THE COUNTY AUDITOR HEREBY ACCEPTS AND APPROVES THE NAME OR TITLE OF THE ATTACHED SUBDIVISION PLAT AS REQUIRED BY IOWA CODE SECTION 354.6(2).

DATE _____, 2024

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

COUNTY ENGINEERS CERTIFICATE

I, MARK NAHRA, P.E., THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA, DO HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED PLAT AND HAVE MATHEMATICALLY COMPUTED THE ERROR OF CLOSURE OF THE PLAT PERIMETER AND OF THE LOTS CONTAINED THEREIN, AND FIND THAT SAID PLAT CONFORMS WITH THE CLOSURE REQUIREMENTS OF THE WOODBURY COUNTY SUBDIVISION ORDINANCE FOR THE UNINCORPORATED AREA OF WOODBURY COUNTY, IOWA

DATED: _____

MARK NAHRA, P.E.
WOODBURY COUNTY ENGINEER

BOARD OF SUPERVISORS RESOLUTION

RESOLUTION NUMBER: _____
RESOLUTION ACCEPTING AND APPROVING YOCKEY FARM ADDITION, A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA.

WHEREAS, THE OWNER AND PROPRIETOR DID ON THE _____ DAY OF _____,

_____, 2024, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS YOCKEY FARM ADDITION, A MINOR SUBDIVISION TO 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, YOCKEY FARM ADDITION, A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRPERSON AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNER AND PROPRIETOR A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024

MATTHEW UNG
CHAIRPERSON OF BOARD OF SUPERVISORS
WOODBURY COUNTY, IOWA

ATTEST: _____
PATRICK F. GILL, SECRETARY
BY: MICHELLE K. SKAFF, DEPUTY

CERTIFICATE OF WOODBURY COUNTY ZONING COMMISSION

WE DO HEREBY CERTIFY THAT WE ARE THE CHAIR AND THE COORDINATOR OF THE PLANNING AND ZONING COMMISSION, WOODBURY COUNTY, IOWA, AND WE FURTHER CERTIFY THAT THE SAID ZONING COMMISSION DID TAKE UNDER ADVISEMENT THE ATTACHED PLAT AND THAT SAID ZONING COMMISSION DID ON THE _____ DAY OF _____, 2024 RECOMMEND TO THE WOODBURY COUNTY BOARD OF SUPERVISORS THE ACCEPTANCE AND APPROVAL OF SAID SUBDIVISION.

DATED: _____

CHRISTINE ZELLMER ZANT, CHAIR
WOODBURY COUNTY ZONING COMMISSION

DANIEL J. PRIESTLEY
PLANNING AND ZONING COORDINATOR
WOODBURY COUNTY ZONING COMMISSION

TREASURERS CERTIFICATE OF TAXES AND SPECIAL ASSESSMENTS

I, THE UNDERSIGNED, 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 M. BERTRAND, TREASURER
WOODBURY COUNTY, IOWA

CERTIFICATE OF COUNTY ASSESSOR

I, JULIE CONOLLY, HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2024, A COPY OF THIS PLAT WAS FILED IN THE COUNTY ASSESSOR'S OFFICE.

DATED: _____

JULIE CONOLLY
COUNTY ASSESSOR

AUDITOR AND RECORDER'S CERTIFICATE OF RECORDING

STATE OF IOWA)
WOODBURY COUNTY)SS)

DOCKET NO. _____ FILED FOR

RECORD, THIS _____ DAY OF _____, 2024 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

PLANNING AND ZONING 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, Planning and Zoning staff:

	<p>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.</p>
	<p>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.</p>
	<p>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</p>
	<p>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.</p>
	<p>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</p>
	<p>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.</p>
	<p>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</p>
	<p>Staff verified that the final plat conforms to the design standards of these regulations, as well as the required form of the final plat.</p>
	<p>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.</p>
	<p>Staff attest to the final plat conforming to the goals and objectives of the county plan. Staff recommends approval of the final plat.</p>

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:

	<p>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</p>
	<p>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.</p>
	<p>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</p>
	<p>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.</p>
	<p>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</p>
	<p>Staff does not recommend any specific conditions for this final plat. However, specific conditions (if any) may be recommended by the Commission.</p>
	<p>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.</p>
	<p>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.</p>

RESOLUTION NO. 2024-5-564

A RESOLUTION APPROVING FINAL PLAT OF YOCKEY FARM ADDITION

WHEREAS, the City Council of Anthon, Iowa, has been presented with the final plat of Yockey Farm Addition, a Minor Subdivision; a two lot rural subdivision located within the two mile jurisdictional limits of the City of Anthon.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Anthon, Iowa, pursuant to authority granted in Iowa code section 354.9 agree to waive the City's review and approval of the Final Plat of Yockey Farm Addition, as would otherwise be required by the City's Code of Ordinances.

Councilperson McFarland caused to be read and moved the adoption of the foregoing resolution.

Councilperson Burdwin seconded the motion to adopt. Upon due consideration by the Council, the Mayor put the question; and, upon the roll being called, the vote was:

Ayes: Buck, Kuhlmann, Larkin, McFarland, Burdwin

Nays: none

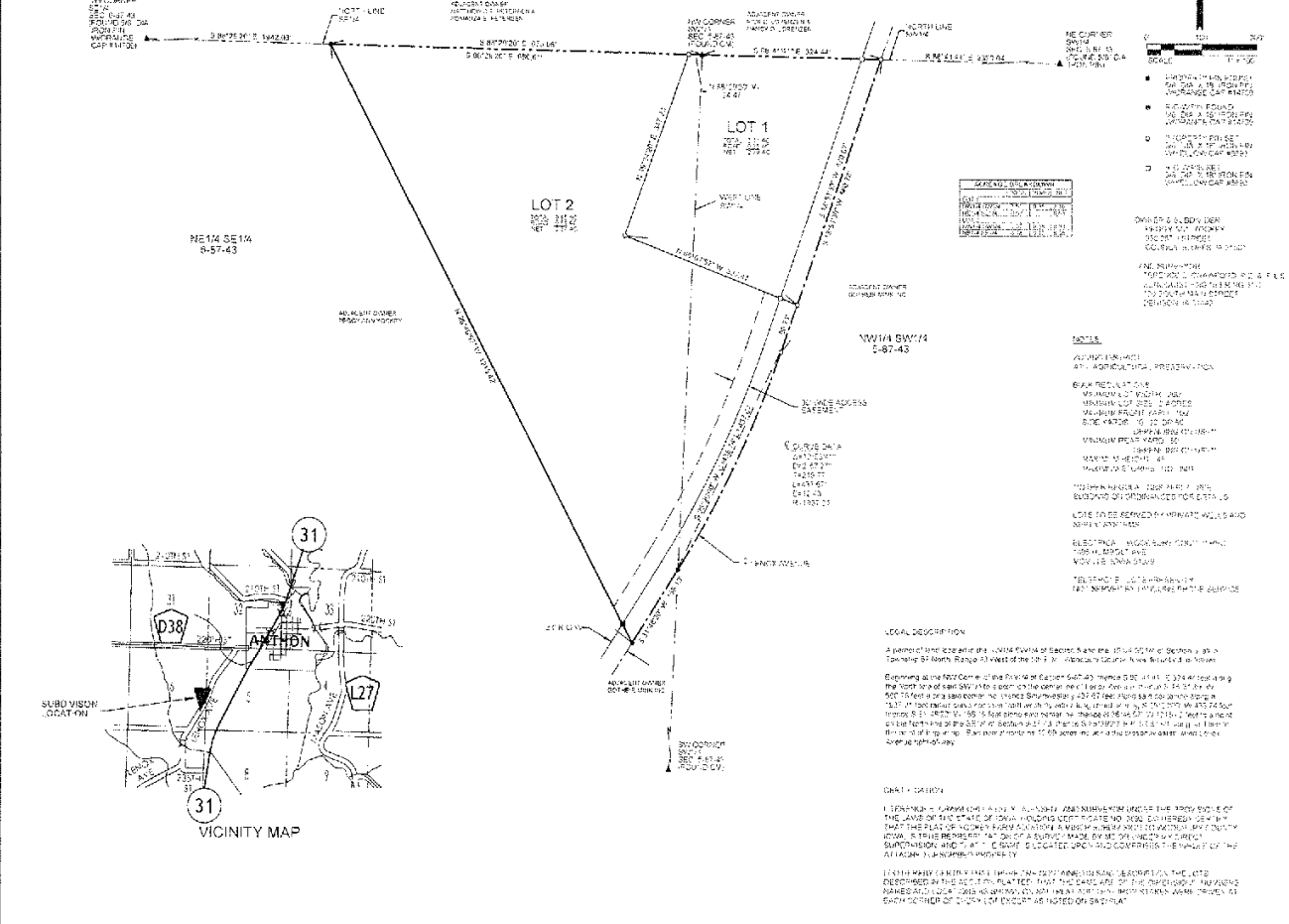
WHEREUPON, the Mayor declared the foregoing resolution duly adopted on 2-26-24, 2024.


Lisa Peterson, Mayor

ATTEST:


Anita Brandt, City Clerk IACMC/MMC

FINAL PLAT YOCKEY FARM ADDITION A 100 AC SUBDIVISION TO WOODBURY COUNTY, IOWA



INDEX TO RECORD	
County	Woodbury
Location	100 AC Subdivision of Section 2, Township 28 North, Range 42 West
Subdivision	Yockey Farm Addition
Recorder	John Yockey
Plat	Yockey Farm Addition
Surveyor	James E. Swartz, P.E. & P.L.S.
Company	Swartz Engineering, P.C.
Address	Swartz Engineering, P.C. P.O. Box 220, Des Moines, IA 50319



	Surveyed by: <u>James E. Swartz</u> Checked by: <u>James E. Swartz</u> Date of Survey: <u>10/13/2011</u>	Record by: <u>James E. Swartz</u> Date of Record: <u>10/13/2011</u>	Record No. <u>11400</u> Page <u>1</u> of <u>2</u>
--	--	--	--

FINAL PLAT
YOCKEY FARM ADDITION
 A MINOR SUBDIVISION TO WOODBURY COUNTY, IOWA

VERIFICATION

WE, THE UNDERSIGNED, THE PARTIES TO THE REAL ESTATE DESCRIBED IN THE ATTACHED SUPPLEMENTAL CERTIFICATE, HAVE BEEN THE PURSUAERS OF LAWS CAUSING SAID DESCRIBED REAL ESTATE TO BE SUBDIVIDED, AND WE HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN SAID SUPPLEMENTAL CERTIFICATE IS TRUE AND CORRECT AND THAT THE REAL ESTATE IS BEING SUBDIVIDED IN ACCORDANCE WITH THE DEGREES OF THE SAID LAWS AND PROVISIONS THEREOF.

EXECUTED AT _____, IOWA, THIS _____ DAY OF _____, 2024.

JUSTICE AND PEACE

STATE OF IOWA
 WOODBURY COUNTY

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED _____, YOCKEY TO ME PERSONALLY KNOWN TO BE THE SAID PARTY, AND HE/ SHE/ IT/ THEY/ IT/ THEM/ THEMSELVES/ THEMSELVES PERSONALLY APPEARED BEFORE ME IN PERSON TO BE THE COUNTY'S COUNTY CLERK AND TO EXECUTE THE INSTRUMENT TO BE THE COUNTY'S COUNTY CLERK AND TO EXECUTE THE INSTRUMENT TO BE THE COUNTY'S COUNTY CLERK.

NOTARY PUBLIC AND FOR THE STATE OF IOWA

NOTICE

COUNTY AUDITOR AND RECORDER OF WOODBURY COUNTY, IOWA

DEAR SIR/MADAM:

WE HAVE THE DATE EXAMINED YOUR CERTIFICATE TO TITLE PURSUANT TO IOWA CODE SECTION 411.11(1) TO EXECUTE WHICH INSTRUMENT IS HEREBY REFERRED TO AS "THE INSTRUMENT". THE INSTRUMENT IS THE FINAL PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA, AS CERTIFIED BY EGRESS ABSTRACT CO., LLC.

DATED _____, 2024 AT _____ AND FROM SAID ABSTRACT FILING OFFICE AND RECORDABLE TITLE TO SAID INSTRUMENT IS HEREBY REFERRED TO AS "THE INSTRUMENT". THE INSTRUMENT IS THE FINAL PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA, AS CERTIFIED BY EGRESS ABSTRACT CO., LLC.

1. AGREEMENT TO WOODBURY COUNTY, IOWA FOR PUBLIC USE AND AS MISCELLANEOUS RECORD NO. 54.

2. ALL COUNTY REAL ESTATE TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID AND PAID AS PER THE RECORDS OF THE COUNTY CLERK AND RECORDER OF WOODBURY COUNTY, IOWA.

WITNESSE MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

JENNIFER ROSS
 COUNTY AUDITOR AND RECORDER OF WOODBURY COUNTY, IOWA

CERTIFICATE OF CITY OF AMHON, IOWA

THE CITY COUNCIL OF AMHON, IOWA, IN PUBLIC MEETING HELD IN THE CITY OF AMHON, IOWA, HAS REVIEWED THE INSTRUMENT TO TITLE PURSUANT TO IOWA CODE SECTION 411.11(1) TO EXECUTE WHICH INSTRUMENT IS HEREBY REFERRED TO AS "THE INSTRUMENT". THE INSTRUMENT IS THE FINAL PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA, AS CERTIFIED BY EGRESS ABSTRACT CO., LLC.

RESULTING FROM THE CITY OF AMHON, IOWA, ON THIS DAY OF _____, 2024.

PASSED _____

APPROVED _____ ATTEST _____

DATE _____, 2024

CERTIFICATE OF ENGINEER

I, _____, ENGINEER OF WOODBURY COUNTY, IOWA, HAVE REVIEWED THE INSTRUMENT TO TITLE PURSUANT TO IOWA CODE SECTION 411.11(1) TO EXECUTE WHICH INSTRUMENT IS HEREBY REFERRED TO AS "THE INSTRUMENT". THE INSTRUMENT IS THE FINAL PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA, AS CERTIFIED BY EGRESS ABSTRACT CO., LLC.

DATE _____

WITNESSE MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

NOTICE OF PUBLIC HEARING

WHEREAS THE BOARD OF SUPERVISORS HAS REVIEWED THE INSTRUMENT TO TITLE PURSUANT TO IOWA CODE SECTION 411.11(1) TO EXECUTE WHICH INSTRUMENT IS HEREBY REFERRED TO AS "THE INSTRUMENT". THE INSTRUMENT IS THE FINAL PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA, AS CERTIFIED BY EGRESS ABSTRACT CO., LLC.

WHEREAS IT APPEARS THAT SAID PLAT COMFORMS WITH ALL OF THE PROVISIONS OF IOWA CODE SECTION 411.11(1) TO EXECUTE WHICH INSTRUMENT IS HEREBY REFERRED TO AS "THE INSTRUMENT". THE INSTRUMENT IS THE FINAL PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA, AS CERTIFIED BY EGRESS ABSTRACT CO., LLC.

WHEREAS THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA, HAS REVIEWED THE INSTRUMENT TO TITLE PURSUANT TO IOWA CODE SECTION 411.11(1) TO EXECUTE WHICH INSTRUMENT IS HEREBY REFERRED TO AS "THE INSTRUMENT". THE INSTRUMENT IS THE FINAL PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA, AS CERTIFIED BY EGRESS ABSTRACT CO., LLC.

WHEREAS THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA, HAS REVIEWED THE INSTRUMENT TO TITLE PURSUANT TO IOWA CODE SECTION 411.11(1) TO EXECUTE WHICH INSTRUMENT IS HEREBY REFERRED TO AS "THE INSTRUMENT". THE INSTRUMENT IS THE FINAL PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA, AS CERTIFIED BY EGRESS ABSTRACT CO., LLC.

DATE _____

CERTIFICATE OF BOARD OF SUPERVISORS

WE, THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA, HAVE REVIEWED THE INSTRUMENT TO TITLE PURSUANT TO IOWA CODE SECTION 411.11(1) TO EXECUTE WHICH INSTRUMENT IS HEREBY REFERRED TO AS "THE INSTRUMENT". THE INSTRUMENT IS THE FINAL PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA, AS CERTIFIED BY EGRESS ABSTRACT CO., LLC.

DATE _____

CERTIFICATE OF WOODBURY COUNTY BOARD OF SUPERVISORS

WE, THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA, HAVE REVIEWED THE INSTRUMENT TO TITLE PURSUANT TO IOWA CODE SECTION 411.11(1) TO EXECUTE WHICH INSTRUMENT IS HEREBY REFERRED TO AS "THE INSTRUMENT". THE INSTRUMENT IS THE FINAL PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA, AS CERTIFIED BY EGRESS ABSTRACT CO., LLC.

DATE _____

CERTIFICATE OF COUNTY CLERK

I, _____, COUNTY CLERK OF WOODBURY COUNTY, IOWA, HAVE REVIEWED THE INSTRUMENT TO TITLE PURSUANT TO IOWA CODE SECTION 411.11(1) TO EXECUTE WHICH INSTRUMENT IS HEREBY REFERRED TO AS "THE INSTRUMENT". THE INSTRUMENT IS THE FINAL PLAT OF YOCKEY FARM ADDITION, A MINOR SUBDIVISION IN WOODBURY COUNTY, IOWA, AS CERTIFIED BY EGRESS ABSTRACT CO., LLC.

DATE _____

NOTICE AND RECORDS OF RECORDS

STATE OF IOWA
 WOODBURY COUNTY

DOCKET NO. _____ FILED FOR _____

RECORDED THIS _____ DAY OF _____, 2024 AT _____

RECORDED IN PLAT BY _____

DATE _____

SEARCHED	INDEXED	SERIALIZED	FILED
_____	_____	_____	_____
EGRESS ABSTRACT CO., LLC		WOODBURY COUNTY, IOWA	

CERTIFICATE OF CITY OF ANTHON, IOWA

THE CITY COUNCIL OF ANTHON, IOWA, PURSUANT TO AUTHORITY GRANTED IN IOWA CODE SECTION 354.9, WAIVED THE CITY'S REVIEW AND APPROVAL OF THE FINAL PLAT OF YOCKEY FARM ADDITION, AS WOULD OTHERWISE BE REQUIRED BY THE CITY'S CODE OF ORDINANCES, WITH THE ADOPTION OF

RESOLUTION NO. 2024-5-564 ON THIS DAY OF 26th February, 2024

PASSED: 5-0 Lisa Peterson
LISA PETERSON, MAYOR

APPROVED: 5-0 Anita Brandt
ATTEST: ANITA BRANDT

Sioux City Journal

AFFIDAVIT OF PUBLICATION

Sioux City Journal
2802 Castles Gate Drive
Sioux City 51106
(712) 293-4250

State of New Jersey, County of Hudson, ss:

Nichole Seitz, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sioux City Journal, printed and published by Journal Communications, in Sioux City in Woodbury County and issued daily and Sunday and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
Apr. 9, 2024

NOTICE ID: 25BKH604ZpaH86D5cr1I
PUBLISHER ID: COL-IA-500140
NOTICE NAME: ZC-Yockey-Subdivision-Public-Hearing-4-22-24
Publication Fee: \$38.10

Nichole Seitz

(Signed) _____

SHANNEA H HOLMES
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 1, 2026

VERIFICATION

State of New Jersey
County of Hudson

Subscribed in my presence and sworn to before me on this: 04/09/2024

Shannea H. Holmes

Notary Public
Notarized remotely online using communication technology via Proof.

**NOTICE OF PUBLIC HEARING
REGARDING A PROPOSED MINOR
SUBDIVISION BEFORE THE
WOODBURY COUNTY ZONING
COMMISSION**

The Woodbury County Zoning Commission will have a meeting and will hold a public hearing on the following item hereafter described in detail on April 22, 2024 at 5:00 PM or as soon thereafter as the matter may be considered.

Said public hearing will be held in the Board of Supervisors' meeting room in the basement of the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa. Copies of said item may now be examined at the office of the 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 public hearing in person or call: 712-454-1133 and enter the Conference ID: 638 086 537# during the meeting to listen or comment. However, it is recommended to attend in person as there is the possibility for technical difficulties with phone and computer systems.

You may forward your written comments by mail or email to: Woodbury County Community and Economic Development, 6th Floor, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101; Emails should be sent to Daniel Priestley at: dpriestley@woodburycountyiowa.gov. Only signed comments will be considered and should be received no later than 10:00 AM on Mon., April 22, 2024.

Item One (1)
PROPOSED MINOR SUBDIVISION: To be known as *Yockey Farm Addition, A Minor Subdivision to Woodbury County, Iowa*, a two-lot minor subdivision in a 12.99 acre portion of T87N R43W (Miller Township) in Section 5 in the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) on Parcel #874305300001 and Section 6 in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) on Parcel #874306400002. The property is approximately one-half mile southwest of the City of Anthon. The property is located in the Agricultural Preservation (AP) Zoning District. Owner(s)/Applicant(s): Peggy A. Yockey. Mailing Address: 930 28th Ave., Council Bluffs, IA 51501. Property Address: 2269 Lenox Ave., Anthon, IA 51004.
COL-IA-500140

PROPERTY OWNER(S) NOTIFICATION

Total Property Owners within 1000 FT via Certified Abstractor's Listing:	6
Notification Letter Date:	April 5, 2024
Public Hearing Board:	Zoning Commission
Public Hearing Date:	April 22, 2024, 5:00 PM
Phone Inquiries:	0
Written Inquiries:	0
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
Peggy A. Yockey	930 28th Ave.	Council Bluffs	IA	51501	No comments.
Gothier Mink, Inc.	601 W. Main St.	Anthon	IA	51004-8239	No comments.
Matthew Lee Berning	2287 Lennox Ave.	Anthon	IA	51004	No comments.
Rick D. Lorenzen & Nancy O. Lorenzen	2255 Lennox Ave.	Anthon	IA	51004-8121	No comments.
Matthew C.T. Petersen & Romanza E. Petersen	2227 Lennox Ave.	Anthon	IA	51004	No comments.
St. Joseph Roman Catholic Church	PO Box 285	Anthon	IA	51004-0285	No comments.

STAKEHOLDER COMMENTS

911 COMMUNICATIONS CENTER:	No comments.
CITY OF ANTHON:	No comments.
FIBERCOMM:	No comments.
IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR):	No comments.
IOWA DEPARTMENT OF TRANSPORTATION (IDOT):	No comments.
LOESS HILLS NATIONAL SCENIC BYWAY:	No comments.
LOESS HILLS PROGRAM:	No comments.
LONGLINES:	No comments.
LUMEN:	No comments.
MAGELLAN PIPELINE:	No comments.
MILLER TOWNSHIP:	No comments.
MIDAMERICAN ENERGY COMPANY (Electrical Division):	I have reviewed the following proposed minor subdivision for MEC electric. We have no conflicts. The developer should be made aware that any requested relocation or extension of distribution facilities is subject to a customer contribution. Thanks Dan, Have a great week! – Casey Meinen, 4/1/24
MIDAMERICAN ENERGY COMPANY (Gas Division):	No conflicts for MEC "Gas". – Tyler Ahlquist, 4/1/24
NATURAL RESOURCES CONSERVATION SERVICES (NRCS):	No comments.
NORTHERN NATURAL GAS:	No comments.
NORTHWEST IOWA POWER COOPERATIVE (NIPCO):	Have reviewed this zoning request. NIPCO has no issues with this request. – Jeff Zettel, 4/5/24.
NUSTAR PIPELINE:	No concerns from NuStar. – Matt McGee, 4/1/24
SIOUXLAND DISTRICT HEALTH DEPARTMENT:	No comments.
WIATEL:	No comments.
WINNEBAGO TRIBE:	No comments.
WOODBURY COUNTY ASSESSOR:	No comments.
WOODBURY COUNTY CONSERVATION:	No comments.
WOODBURY COUNTY EMERGENCY MANAGEMENT:	No comments.
WOODBURY COUNTY EMERGENCY SERVICES:	No comments.
WOODBURY COUNTY ENGINEER:	SEE REVIEW MEMO BELOW
WOODBURY COUNTY RECORDER:	Looks good to me. – Diane Swoboda Peterson, 4/1/24
WOODBURY COUNTY RURAL ELECTRIC COOPERATIVE (REC):	No comments.
WOODBURY COUNTY SHERIFF:	No comments.
WOODBURY COUNTY SOIL AND WATER CONSERVATION DISTRICT:	The WCSWCD does not have any comments regarding this proposal. – Neil Stockfleth, 4/3/24.
WOODBURY COUNTY TREASURER:	Taxes are paid in full. No other comments. – Tina Bertrand, 4/1/24



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER

Mark J. Nahra, P.E.

mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER

Benjamin T. Kusler, E.I.T.

bkusler@woodburycountyiowa.gov

SECRETARY

Tish Brice

tbrice@woodburycountyiowa.gov

To: Dan Priestley, Woodbury County Zoning Coordinator

From: Mark J. Nahra, County Engineer

Date: April 4, 2024

Subject: Yockey Farm Addition – a minor subdivision application

The Secondary Road Department has reviewed the information provided for the above referenced subdivision forwarded with your memo dated April 1, 2024.

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 lot 2 as required by Section 355.8 of the Code of Iowa. The error closure calculated for lot 1 was 0.422' which exceeds the allowable error of closure for the lot. The surveyor should review the measurements on the line and resubmit the plat for checking.
- I reviewed the parcel for access last fall. The existing driveways meet current standards and may be used to access lots 1 and 2.
- 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

See subsequent emails that confirm the closure error has been corrected.

Daniel Priestley

From: Mark Nahra
Sent: Thursday, April 4, 2024 2:35 PM
To: Daniel Priestley
Subject: RE: Comments Requested Yockey Farm Addition Minor Subdivision Proposal

Follow Up Flag: Follow up
Flag Status: Flagged

Dan,

The change corrected the error of closure. The plat now meets criteria.

Mark J. Nahra, P.E.
Woodbury County Engineer
759 E. Frontage Road
Moyile, IA 51039
Phone: 712-873-3215 or 712-279-6484
Fax: 712-873-3235
Email: mnahra@woodburycountyiowa.gov

From: Daniel Priestley <dpriestley@woodburycountyiowa.gov>
Sent: Thursday, April 4, 2024 10:31 AM
To: Mark Nahra <mnahra@woodburycountyiowa.gov>
Subject: RE: Comments Requested Yockey Farm Addition Minor Subdivision Proposal

Mark,

Can you confirm that the changes made by the surveyor correct the closure issue with Lot 1 of the Yockey Farm Addition? See attachments.

Thanks,

Daniel J. Priestley, MPA
Woodbury County Zoning Coordinator
620 Douglas Street #609
Sioux City, IA 51101

Phone: 712-279-6609
Fax: 712-279-6530
Website: WoodburyCountyIowa.gov

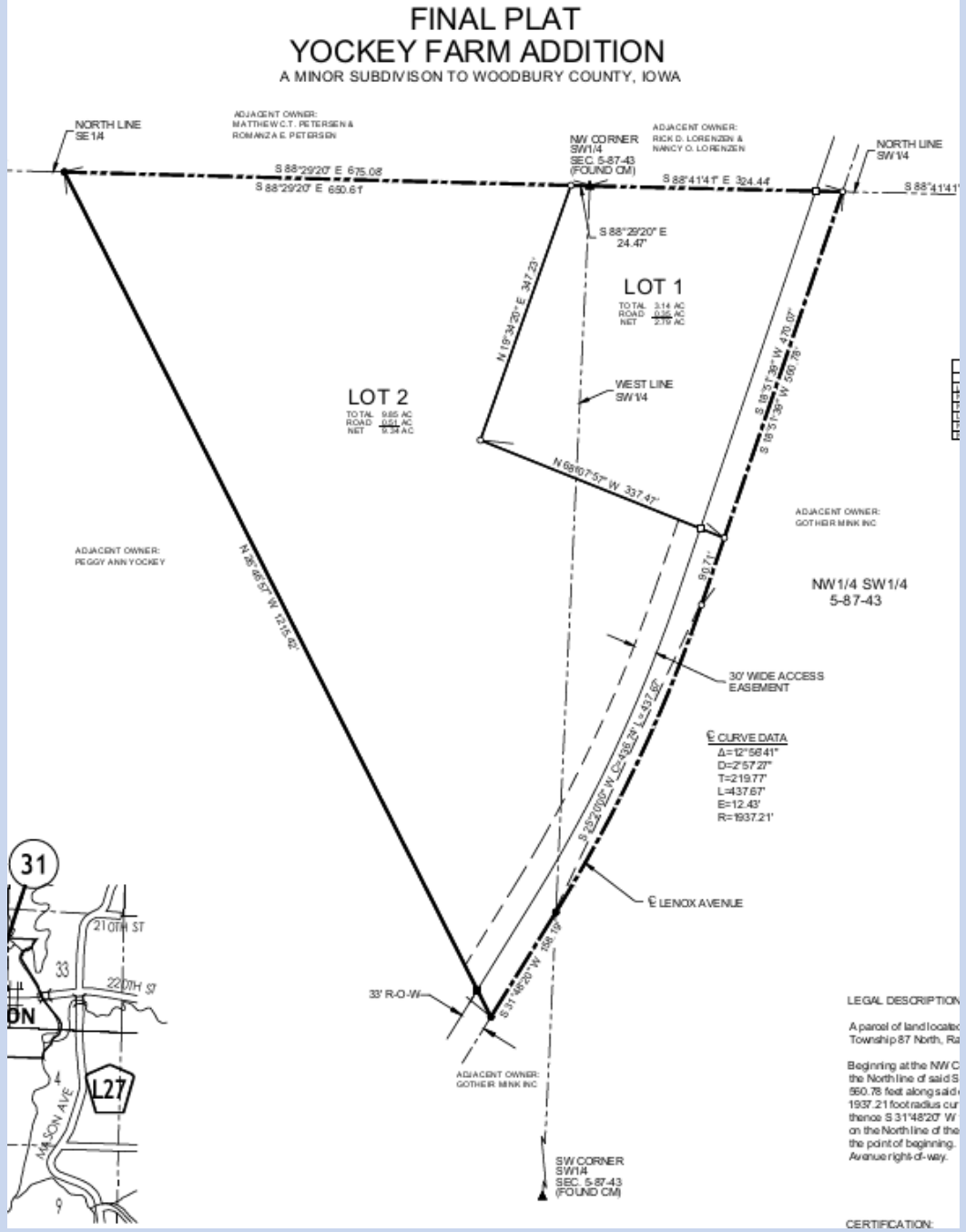
From: Mark Nahra <mnahra@woodburycountyiowa.gov>
Sent: Thursday, April 4, 2024 8:41 AM
To: Daniel Priestley <dpriestley@woodburycountyiowa.gov>
Subject: RE: Comments Requested Yockey Farm Addition Minor Subdivision Proposal

Dan,

Attached please find my comments. There was an error of closure for Lot 1 that exceeded 1:5000 requirements for lot descriptions. The subdivision and lot 2 checked within limits. Driveways have already been permitted for the two lots.

Mark J. Nahra, P.E.
 Woodbury County Engineer
 759 E. Frontage Road
 Merville, IA 51039
 Phone: 712-873-3215 or 712-279-6484
 Fax: 712-873-3235
 Email: mnahra@woodburycountyiowa.gov

PLAT MAP EXCERPT



TITLE OPINION

_____, 20__

County Auditor and Recorder
Woodbury County, Iowa

Dear Sir/Madam:

We have this date examined a complete abstract to Title, pursuant to Iowa Code Section 354.11(1)(c) to property which includes in its entirety, property described in the surveyor's certificate on the plat of: Yockey Farm Addition, a minor subdivision, Woodbury County, Iowa last certified by Engleson Abstract Co., Inc., dated _____, 20__ at 8:59 a.m. and from said abstract find good and merchantable title to said premises vested in Peggy Ann Yockey, a single person, subject to the following, liens, limitations and exceptions:

1. Easement to Woodbury County, Iowa for public highway, filed on December 6, 1924 as Miscellaneous Record, No. 99.
2. 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: _____, 20__.

Ryan C. Ross
ATTORNEY AT LAW

Woodbury County, IA / Sioux City

Summary

Parcel ID 874305300001
Alternate ID 720090
Property Address 2269 LENOX AVE
 ANTHON IA 51004
Sec/Twp/Rng 5-87-43
Brief Tax Description 2.9 A NW COR OF NWSW 5-87-43
 (Note: Not to be used on legal documents)
Deed Book/Page [471-358 \(10/13/2000\)](#)
Gross Acres 2.00
Net Acres 2.00
Adjusted CSR Pts 80.74
Zoning AP - AGRICULTURAL PRESERVATION
District 0004 MILLER/MAPLE VALLEY ANTHON OTO SCH
School District MAPLE VALLEY ANTHON OTO
Neighborhood N/A



Owner

Deed Holder
[YOCKEY PEGGY ANN](#)
[930 28TH AVE](#)
 COUNCIL BLUFFS IA 51501
Contract Holder
Mailing Address
 YOCKEY PEGGY ANN
 930 28TH AVE
 COUNCIL BLUFFS IA 51501

Land

Lot Area 2.00 Acres ; 87,120 SF

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
10/13/2000	LULF DEBRA YOCKEY	YOCKEY PEGGY ANN	471/358	SALE BETWEEN FAMILY MEMBERS	Deed		\$0.00

Show There are other parcels involved in one or more of the above sales:

Valuation

	2024	2023	2022	2021	2020
Classification	Agriculture	Agriculture	Agriculture	Agriculture	Agriculture
+ Assessed Land Value	\$2,630	\$2,630	\$2,040	\$2,040	\$1,930
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$2,630	\$2,630	\$2,040	\$2,040	\$1,930
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$2,630	\$2,630	\$2,040	\$2,040	\$1,930

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

No data available for the following modules: Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Permits, Sioux City Tax Credit Applications, Sioux City Board of Review Petition, Sketches.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose. The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 3/29/2024, 11:49:22 PM

Contact Us



Woodbury County, IA / Sioux City

Summary

Parcel ID 874306400002
Alternate ID 720360
Property Address N/A
Sec/Twp/Rng 6-87-43
Brief Tax Description EX 1 A E OF RD NESE 6-87-43
(Note: Not to be used on legal documents)
Deed Book/Page [471-358 \(10/13/2000\)](#)
Gross Acres 38.61
Net Acres 38.61
Adjusted CSR Pts 1673.45
Zoning AP - AGRICULTURAL PRESERVATION
District 0004 MILLER/MAPLE VALLEY ANTHON OTO SCH
School District MAPLE VALLEY ANTHON OTO
Neighborhood N/A

Owner

Deed Holder
[YOCKEY PEGGY ANN](#)
[930 28TH AVE](#)
 COUNCIL BLUFFS IA 51501
Contract Holder
Mailing Address
 YOCKEY PEGGY ANN
 930 28TH AVE
 COUNCIL BLUFFS IA 51501

Land

Lot Area 38.61 Acres;1,681,852 SF

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
10/13/2000	LULF DEBRA YOCKEY	YOCKEY PEGGY ANN	471/358	SALE BETWEEN FAMILY MEMBERS	Deed		\$0.00

Show There are other parcels involved in one or more of the above sales:

Valuation

	2024	2023	2022	2021	2020
Classi cation	Agriculture	Agriculture	Agriculture	Agriculture	Agriculture
+ Assessed Land Value	\$54,500	\$54,500	\$42,340	\$42,340	\$40,030
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$54,500	\$54,500	\$42,340	\$42,340	\$40,030
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$54,500	\$54,500	\$42,340	\$42,340	\$40,030

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](#)

No data available for the following modules: Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Permits, Sioux City Tax Credit Applications, Sioux City Board of Review Petition, Photos, Sketches.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose. The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.

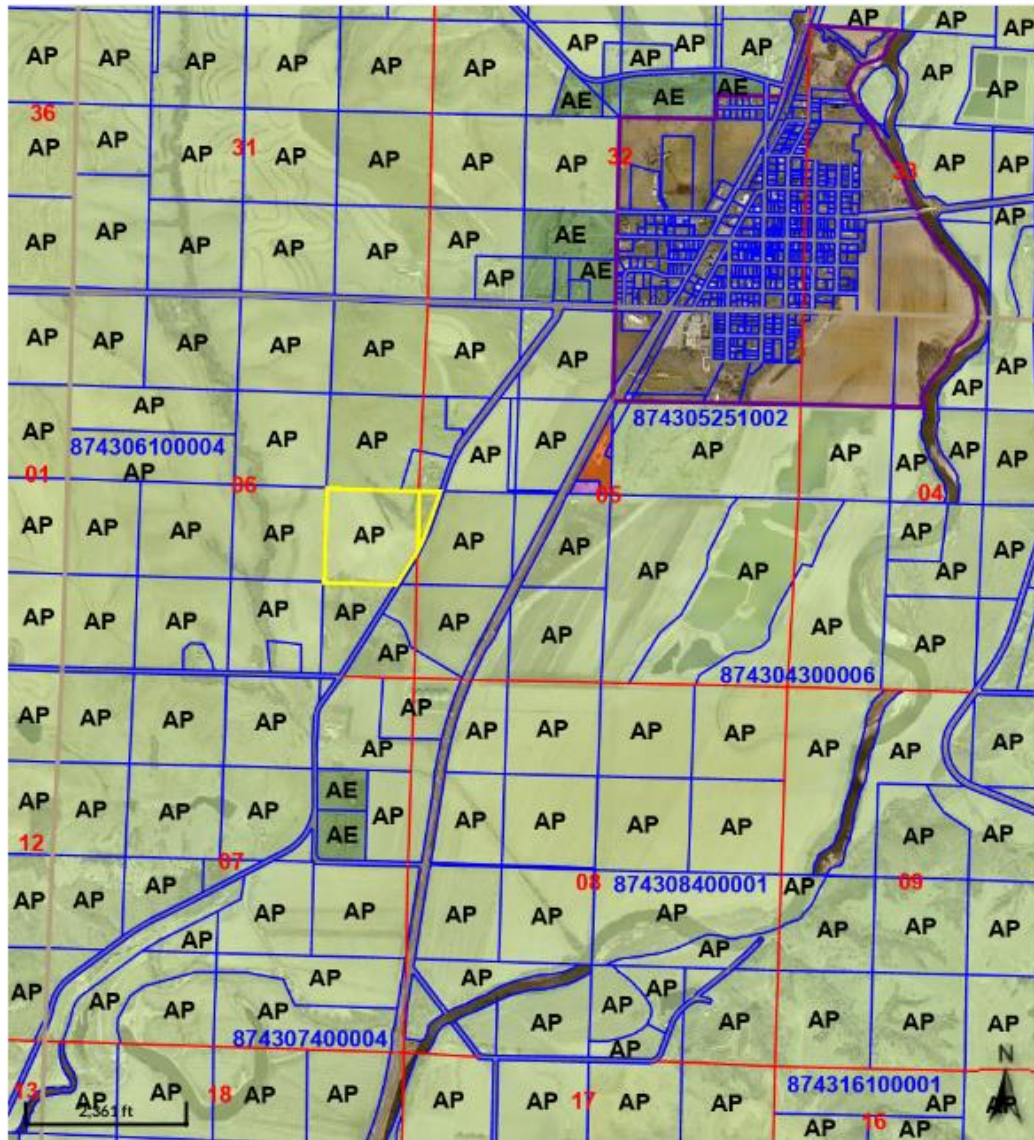
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 3/29/2024, 11:49:22 PM

[Contact Us](#)

Developed by

Schneider
 GEOSPATIAL

 **Beacon**TM Woodbury County, IA / Sioux City



Overview



Legend

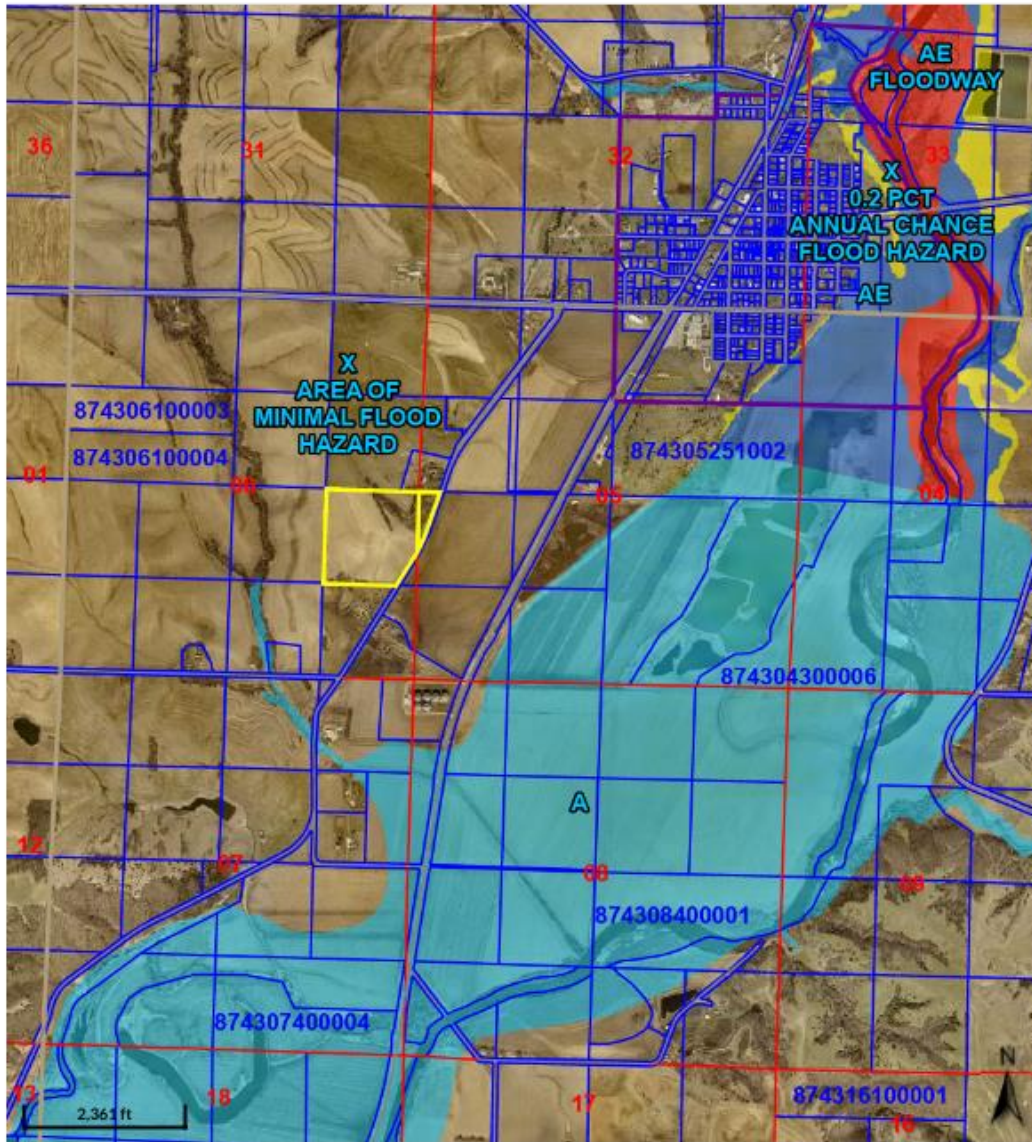
- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- ▭ Parcels
- County Zoning
 - AE
 - AP
 - GC
 - GC-PD
 - GI
 - LI
 - LI-PD
 - SR
 - WR

Date created: 3/30/2024
Last Data Uploaded: 3/30/2024 12:49:22 AM

Developed by  Schneider
GEOSPATIAL

SPECIAL FLOOD HAZARD AREA (SFHA) MAP

 **Beacon**TM Woodbury County, IA / Sioux City



Overview



Legend

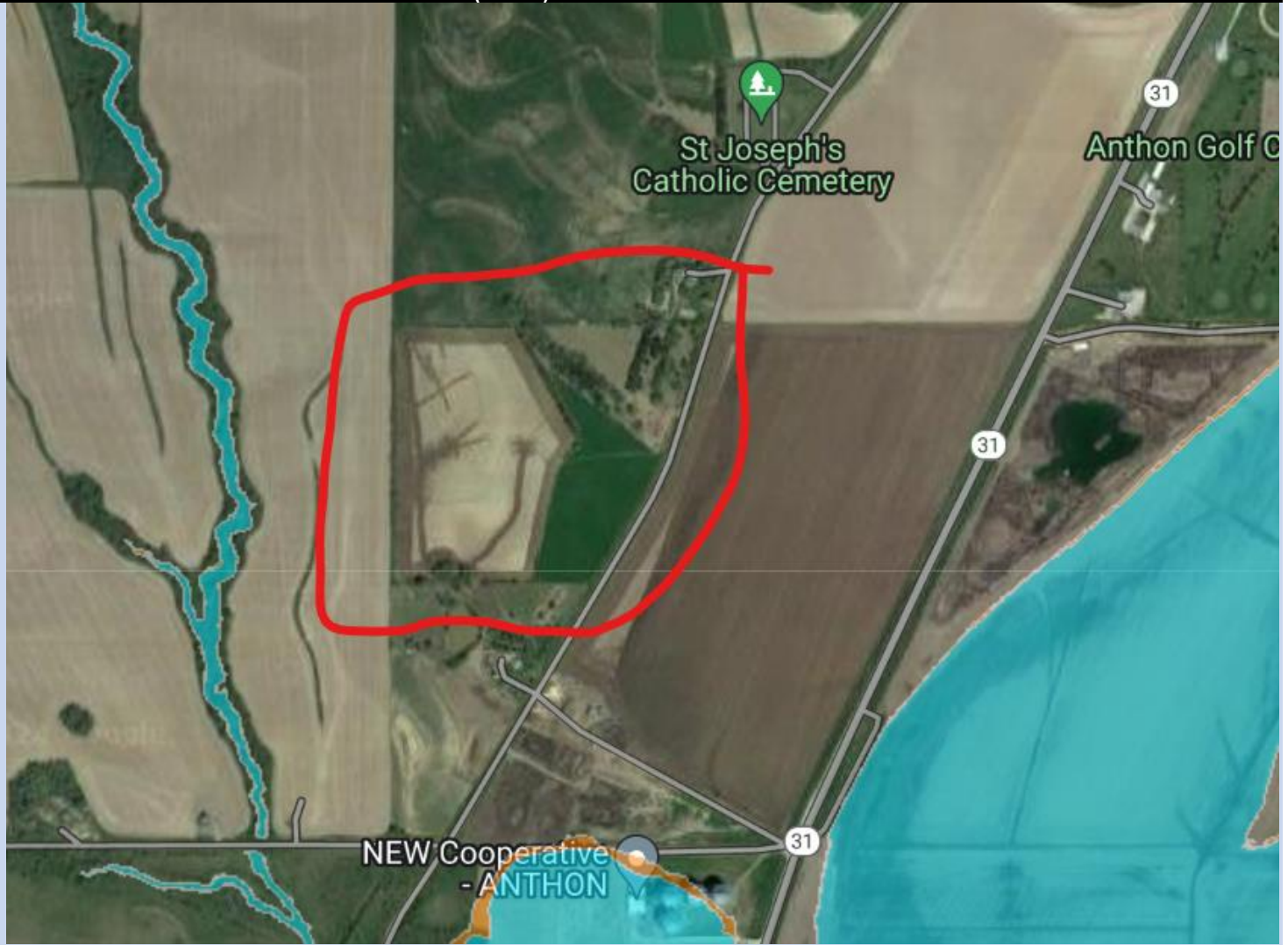
- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- ▭ Parcels
- FEMA Flood Map**
- A,
- AE,
- AE, FLOODWAY
- AH,
- AO,
- X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- X, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

Date created: 3/30/2024

Last Data Uploaded: 3/30/2024 1:10:42 AM

Developed by  Schneider
GEOSPATIAL

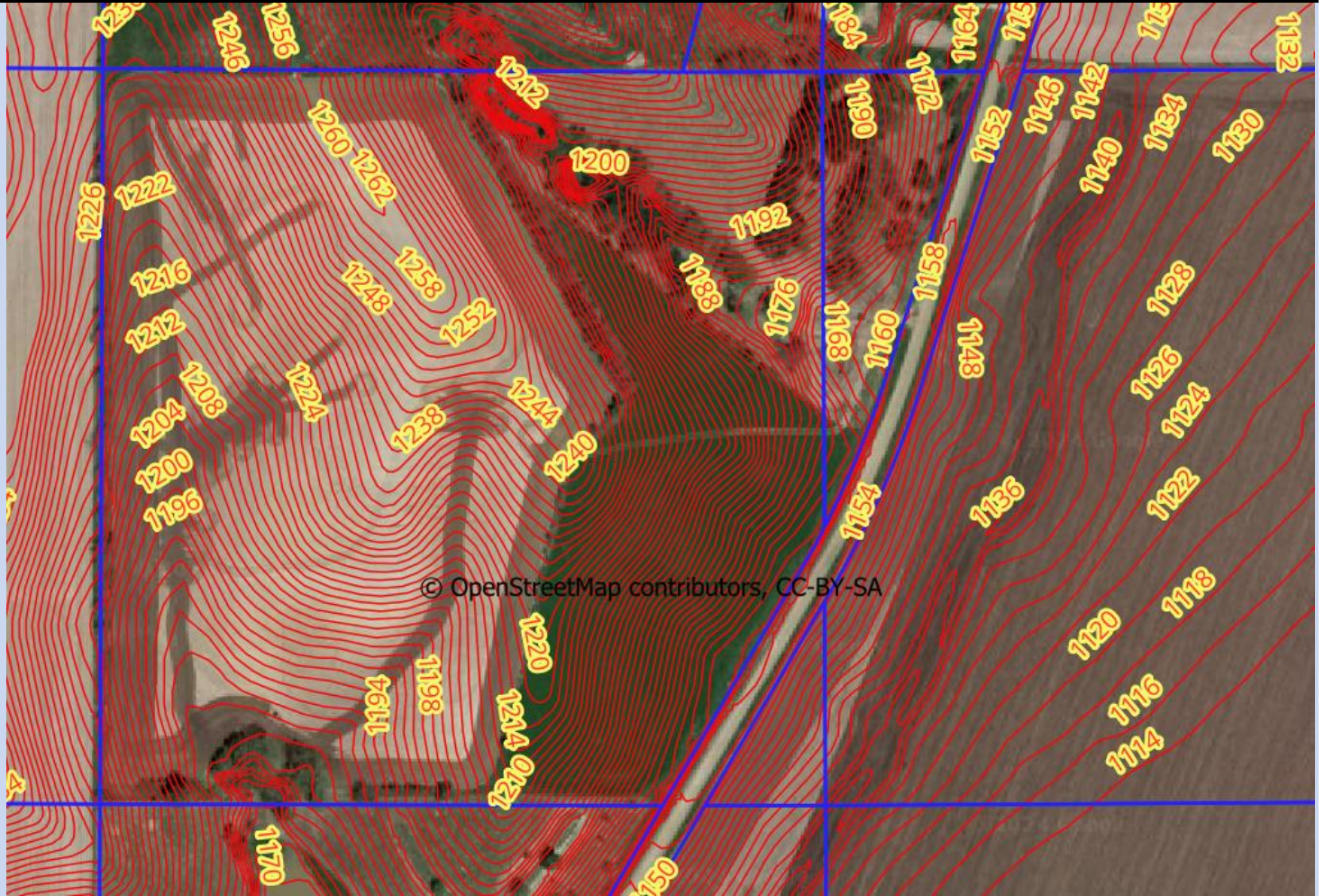
DRAFT - SPECIAL FLOOD HAZARD AREA (SFHA) MAP




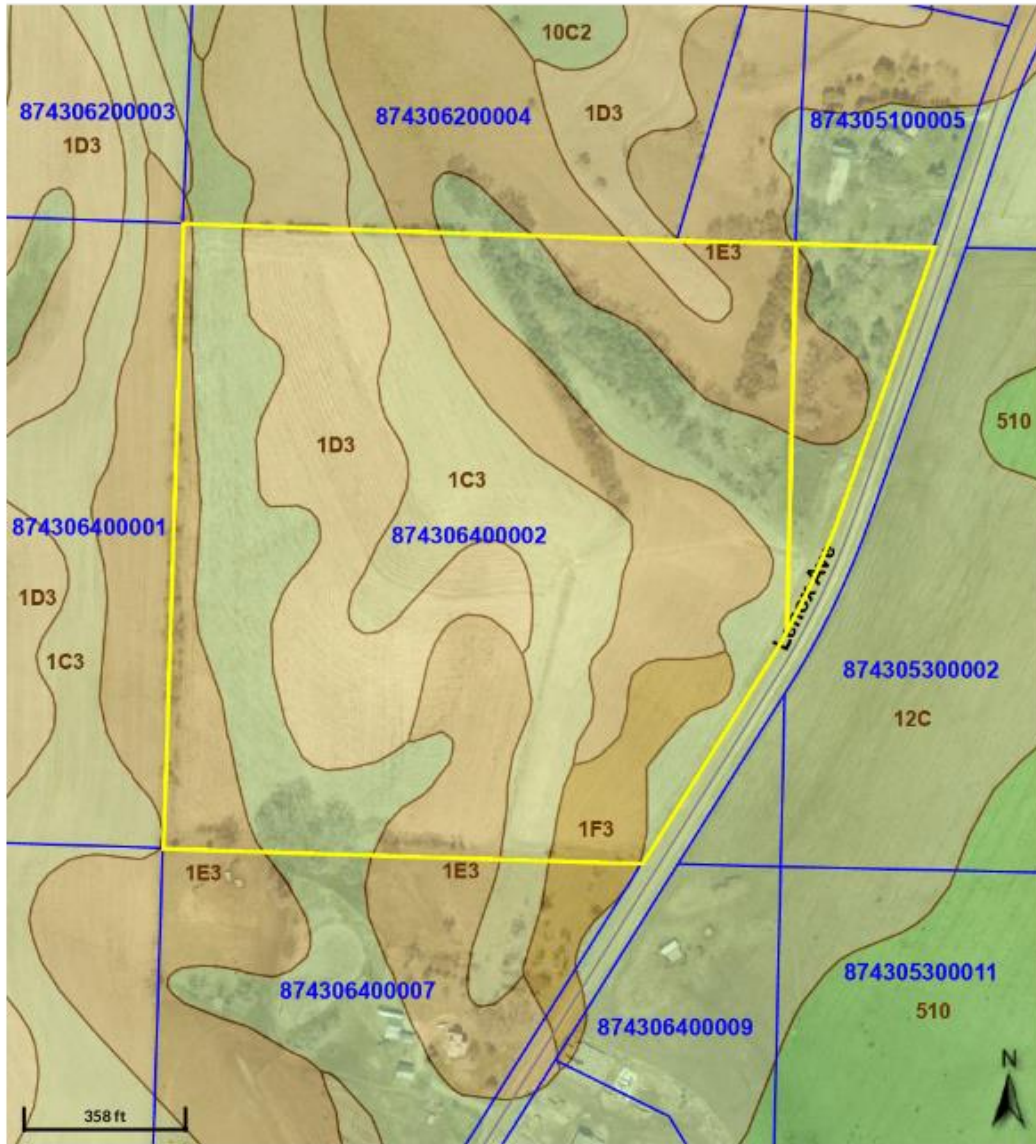
BASE FLOOD ELEVATION DATA

Base Flood Elevation Data (BFE) is not required as the area requested to be subdivided is not within the Special Flood Hazard Area.

ELEVATION MAP



 **Beacon**TM Woodbury County, IA / Sioux City



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

Date created: 3/30/2024
Last Data Uploaded: 3/30/2024 1:10:42 AM

Developed by  Schneider
GEOSPATIAL

Woodbury County, IA / Sioux City

Summary

Parcel ID	874305300001	
Gross Acres	2.00	
ROW Acres	0.00	
Gross Taxable Acres	2.00	
Exempt Acres	0.00	
Net Taxable Acres	2.00	(Gross Taxable Acres - Exempt Land)
Average Unadjusted CSR2	68.06	(136.11 CSR2 Points / 2 Gross Taxable Acres)

Agland Active Con g 2017 CSR2

Sub Parcel Summary

Description	Acres	CSR2	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	0.12	89.00	10.68	10.68
Non-Crop	1.88	66.72	125.43	70.06
Total	2.00		136.11	80.74

Soil Summary

Description	SMS	Soil Name	CSR2	Adjusted Acres	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	12C	NAPIER SILT LOAM, 5 TO 9 PERCENT SLOPES	89.00	0.12	10.68	10.68
Non-Crop	12C	NAPIER SILT LOAM, 5 TO 9 PERCENT SLOPES	89.00	1.29	114.81	59.44
Non-Crop	1E3	IDA SILT LOAM, 14 TO 20 PERCENT SLOPES, SEVERELY ERODED	18.00	0.59	10.62	10.62
Total				2.00	136.11	80.74

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose. The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 3/30/2024, 12:10:42 AM

Contact Us



Woodbury County, IA / Sioux City

Summary

Parcel ID	874306400002	
Gross Acres	38.61	
ROW Acres	0.00	
Gross Taxable Acres	38.61	
Exempt Acres	0.00	
Net Taxable Acres	38.61	(Gross Taxable Acres - Exempt Land)
Average Unadjusted CSR2	46.73	(1804.13 CSR2 Points / 38.61 Gross Taxable Acres)

Agland Active Con g 2017 CSR2

Sub Parcel Summary

Description	Acres	CSR2	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	34.21	44.10	1,508.69	1,508.69
Non-Crop	4.40	67.15	295.44	164.76
Total	38.61		1,804.13	1,673.45

Soil Summary

Description	SMS	Soil Name	CSR2	Adjusted Acres	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	12C	NAPIER SILT LOAM, 5 TO 9 PERCENT SLOPES	89.00	7.63	679.07	679.07
100% Value	1C3	IDA SILT LOAM, 5 TO 9 PERCENT SLOPES, SEVERELY ERODED	58.00	6.46	374.68	374.68
100% Value	1D3	IDA SILT LOAM, 9 TO 14 PERCENT SLOPES, SEVERELY ERODED	32.00	7.87	251.84	251.84
100% Value	1E3	IDA SILT LOAM, 14 TO 20 PERCENT SLOPES, SEVERELY ERODED	18.00	10.51	189.18	189.18
100% Value	1F3	IDA SILT LOAM, 20 TO 30 PERCENT SLOPES, SEVERELY ERODED	8.00	1.74	13.92	13.92
Non-Crop	12C	NAPIER SILT LOAM, 5 TO 9 PERCENT SLOPES	89.00	3.04	270.56	140.08
Non-Crop	1C3	IDA SILT LOAM, 5 TO 9 PERCENT SLOPES, SEVERELY ERODED	58.00	0.01	0.58	0.38
Non-Crop	1E3	IDA SILT LOAM, 14 TO 20 PERCENT SLOPES, SEVERELY ERODED	18.00	1.35	24.30	24.30
Total				38.61	1,804.13	1,673.45

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose. The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)
[Last Data Upload: 3/30/2024, 12:10:42 AM](#)

Contact Us

Developed by
 Schneider
 GEOSPATIAL

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

Date: 4/25/24

Weekly Agenda Date: 4/30/24 4:40

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Priestley

WORDING FOR AGENDA ITEM:

A) Public hearing to consider zoning ordinance text amendments to the Floodplain Management Ordinance in the Zoning Ordinance Section 5.03. B) Approve the second reading of the Ordinance.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

AN ORDINANCE AMENDING THE TEXT OF THE WOODBURY COUNTY ZONING ORDINANCE WITH REVISED LANGUAGE TO MEET THE MINIMUM REQUIREMENTS FOR ACCEPTANCE IN THE NATIONAL FLOOD INSURANCE PROGRAM FOR COUNTIES WHICH HAVE A DETAILED FLOOD INSURANCE STUDY (FIS) ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

BACKGROUND:

On March 25, 2024, the Woodbury County Zoning Commission voted to recommend an ordinance amending the text of the Woodbury County Zoning Ordinance to amend portions of Section 5.03 Floodplain Management Ordinance. The purpose of the proposed amendments are to bring the county's floodplain regulations into compliance with federal and state regulations in anticipation of the new floodplain maps that will go into effect in Woodbury County on July 17, 2024. This action is required so the county may continue its good standing in the National Flood Insurance Program (NFIP).

FINANCIAL IMPACT:

0

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:

Open and close the public hearing (Set Time - 4:40 PM)

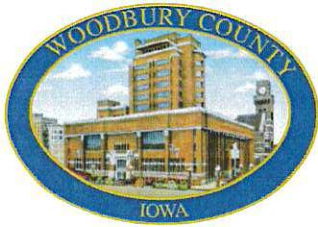
Conduct and approve the first reading of the Ordinance.

The third and final reading of the ordinance has been scheduled for Tuesday, May 7, 2024 at 4:40 PM.

ACTION REQUIRED / PROPOSED MOTION:

A) Public hearing to consider zoning ordinance text amendments to the Floodplain Management Ordinance in the Zoning Ordinance Section 5.03.

B) Approve the second reading of the Ordinance.



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

RE: Zoning Commission Section 5.03 - Floodplain Management Ordinance Zoning Ordinance Text Amendment Recommendation


Dear Board of Supervisors:

The Woodbury County Zoning Commission voted 5-0 to recommend approval of the proposed Zoning Ordinance Text Amendment to Section 5.03 - Floodplain Management Ordinance in the Woodbury County Zoning Ordinance following the public hearing on March 25, 2024.

The proposed amendments are required for the county's continued good standing in the National Flood Insurance Program (NFIP) as regulated by Federal Emergency Management Agency (FEMA). The Iowa Department of Natural Resources has provided the county with these requested changes and have subsequently approved the Zoning Ordinance Text Amendment as being suitable for compliance with FEMA's regulations within the draft ordinance as included with this letter. These changes are required in anticipation of the new Federal Flood Insurance Rate Maps (FIRMs) that will go in effect on July 17, 2024.

Please refer to the draft copy of the Zoning Commission minutes from March 25, 2024 for further details about the Commission's recommendation.

Dated this 8 day of April, 2024


Christine Zellmer Zant, Chair
Woodbury County Zoning Commission

WOODBURY COUNTY, IOWA

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE TEXT OF THE WOODBURY COUNTY ZONING ORDINANCE WITH REVISED LANGUAGE TO MEET THE MINIMUM REQUIREMENTS FOR ACCEPTANCE IN THE NATIONAL FLOOD INSURANCE PROGRAM FOR COUNTIES WHICH HAVE A DETAILED FLOOD INSURANCE STUDY (FIS) ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA THAT THE BELOW ZONING ORDINANCE LANGUAGE AMENDMENTS BE MADE:

Amendment #1 – Section 5.03.1 AA

On page 59, to repeal the following language from Section 5.03.1 AA:

AA. New Factory-Built Home Park Or Subdivision - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

On page 59, to replace Section 5.03.1 AA with the following:

AA. New Factory-Built Home Park Or Subdivision - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

Amendment #2 – Section 5.03.3 B

On page 62, to repeal the following language from Section 5.03.3 B:

B. Establishment of Official Floodplain Zoning Map. The Flood Insurance Rate Map (FIRM) for Woodbury County and Incorporated Areas, dated March 2, 2015, which were prepared as part of the Flood Insurance Study for Woodbury County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The Woodbury County Flood Insurance Study is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations.

On page 62, to replace Section 5.03.3 B with the following:

B. Establishment of Official Floodplain Zoning Map. The Flood Insurance Rate Map (FIRM) for Woodbury County and Incorporated Areas, dated 7-17-2024, which was prepared as part of the Flood Insurance Study for Woodbury County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The Woodbury County Flood Insurance Study is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations.

Amendment #3 – Section 5.03.10 B(4)

On page 72, to repeal the following language from Section 5.03.10 B(4):

(4) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.

On page 72, to replace Section 5.03.10 B(4) with the following:

(4) In cases where the variance involves a lower level of flood protection for structures than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.

Amendment #4 – Section 5.03.10 C(2)

On page 73, to repeal the following language from Section 5.03.10 C(2):

(2) Decisions. The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the Board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in subsection (b) below.

On page 73, to replace Section 5.03.10 C(2) with the following:

(2) Decisions. The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall

make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the Board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in 5.03-10 C(2)(b).

Effective Date

This Ordinance shall be in effect on July 17, 2024.

ADOPTED AND PASSED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA

Dated this ____ day of _____, 2024.

THE WOODBURY COUNTY BOARD OF SUPERVISORS

Matthew Ung, Chairman

Daniel Bittinger II, Vice-Chairman

Mark Nelson

Keith Radig

Jeremy Taylor

ATTEST:

Patrick F. Gill, Woodbury County Auditor

Adoption Timeline:

Public Hearing and 1st Reading: _____

Public Hearing and 2nd Reading: _____

Public Hearing and 3rd Reading: _____

Adopted: _____

Published: _____

Effective: _____



Daniel Priestly
Woodbury Co. Community & Economic Development
620 Douglas St. 6th Floor
Sioux City, IA 51101
dpriestley@woodburycountyiowa.gov

THIS IS NOT AN INVOICE

AFFIDAVIT OF PUBLICATION

#363135- Public Hearing - Floodplain Management

The undersigned, being first duly sworn on oath, states that Iowa Information Media Group, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Sheldon, Iowa, the publisher of newspapers of general circulation as identified below, and printed and published in the city of Merville, Woodbury, Iowa, and that a legal notice, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in the publication(s) and editions dated as follows:

363135	The Record	4/18/24	\$79.61
--------	------------	---------	---------

A handwritten signature in black ink, appearing to read 'Myrna Wagner', with a long, sweeping flourish extending to the right.

Myrna Wagner
Management, The Record

Subscribed and sworn to before me by said
Myrna Wagner this 18th day of April, 2024

A handwritten signature in black ink, appearing to read 'Lori Wiersma', written in a cursive style.

Lori Wiersma
Notary Public in and for State of Iowa



Notice Regarding Public Hearings

NOTICE REGARDING PUBLIC HEARINGS BEFORE THE WOODBURY COUNTY BOARD OF SUPERVISORS FOR THE CONSIDERATION OF ZONING ORDINANCE TEXT AMENDMENTS TO "SECTION 5.03 FLOODPLAIN MANAGEMENT ORDINANCE" IN THE WOODBURY COUNTY ZONING ORDINANCE

The Woodbury County Board of Supervisors will hold public hearings on the following item of business, hereafter described in detail, on Tuesday, April 23, 2024 at 4:40 PM, Tuesday, April 30, 2024 at 4:40 PM and Tuesday, May 7, 2024 at 4:40 PM or as soon as possible thereafter as the matter may be considered. Pursuant to Iowa Code Section 331.302, the second and third public hearings may be waived by the Board of Supervisors.

Said hearings shall be held at the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, in the Board of Supervisors' meeting room in the basement of the courthouse. Persons wanting to participate in the public hearings may attend in person during the meetings to comment.

Copies of said item may now be examined in the Woodbury County Auditor's office in said Courthouse by any interested persons. You may forward your written comments by mail or email to: Woodbury County Community and Economic Development, 6th Floor, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101; Emails should be sent to Daniel Priestley at: dpriestley@woodburycountyiowa.gov. Only signed comments will be considered and should be received no later than 10:00 AM on Tue., Apr. 23, 2024.

All persons who wish to be heard in respect to this matter should appear to participate in the aforesaid hearing.

Item One (1)

SUMMARY OF ZONING ORDINANCE TEXT AMENDMENT TO SECTION 5.03: FLOODPLAIN MANAGEMENT ORDINANCE IN THE WOODBURY COUNTY ZONING ORDINANCE. SUMMARY: A proposal to amend the text of the Woodbury County Zoning Ordinance to repeal and replace portions of Section 5.03: Floodplain Management Ordinance. The proposal is to repeal and replace the following sections with updated content. Amendment #1 - On page 59, to repeal and replace the text in Section 5.03.1 AA with the following: AA. New Factory-Built Home Park Or Subdivision - A

factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.; Amendment #2 - On page 62, to repeal and replace the text in Section 5.03.3 B with the following: B. Establishment of Official Floodplain Zoning Map. The Flood Insurance Rate Map (FIRM) for Woodbury County and Incorporated Areas, dated 7-17-2024, which was prepared as part of the Flood Insurance Study for Woodbury County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The Woodbury County Flood Insurance Study is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations.; Amendment #3 - On page 72, to repeal and replace the text in Section 5.03.10 B(4) with the following: (4) In cases where the variance involves a lower level of flood protection for structures than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature

of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.; Amendment #4 - On page 73, to repeal and replace the text in Section 5.03.10 C(2) with the following: (2) Decisions. The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the Board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in 5.03-10 C(2)(b).

EFFECTIVE DATE: This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

Published in The Record
Thursday, April 18, 2024
(#363135)

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

Date: 4/25/24

Weekly Agenda Date: 4/30/24 4:42

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Priestley

WORDING FOR AGENDA ITEM:

A) Conduct the second public hearing for the consideration of the proposed Woodbury County Comprehensive Plan 2040. B) Approve the second reading of the Comprehensive Plan.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The proposed Woodbury County Comprehensive Plan 2040 is intended to serve as an advisory document that outlines the county's vision. The purpose of this comprehensive plan is to provide a current inventory of community services and resources and a thoughtful statement of the community's vision and goals for the future. The comprehensive plan includes analysis of the following planning topics: Housing, Economic Development, Transportation, Public Infrastructure and Utilities, Community Facilities and Services, Land Use and Natural Resources, and Disaster Response, Recovery and Resiliency.

BACKGROUND:

On November 24, 2020, the Woodbury County Board of Supervisors voted to approve a contract with the Siouxland Interstate Metropolitan Planning Council (SIMPCO) to facilitate a new Comprehensive Plan to update/replace the 2005 plan. By nature, a comprehensive plan informs future directions, decisions, and policies through the analysis of current and past conditions. This insight contributes to future economic strength, as well as improvements to quality of life, housing, transportation, and all other aspects that support residents daily lives. In addition, this comprehensive plan devotes a chapter to disaster response, recovery, and resiliency to ensure that Woodbury County uses foresight in planning and preparation for future pandemics and other natural disasters. This project was funded by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020. Some of the goals of the CARES Act are to invest in future stability, growth, and opportunity and to develop a strong and resilient recovery. This update coincided with the COVID-19 pandemic, which inevitably influenced the plan's contents and direction. Each chapter addresses resiliency in county infrastructure, services, and land development. A new chapter is devoted specifically to Disaster Response, Recovery, and Resiliency, addressing public safety, public health, and how they are both applicable to disasters of all kinds. A Steering Committee was formed from County departments and provided background information and input needed to undertake the public input efforts.

On March 25, 2024, the Woodbury County Zoning Commission voted to recommend the draft Woodbury County Comprehensive Plan 2040 to the Board of Supervisors.

FINANCIAL IMPACT:

0

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:

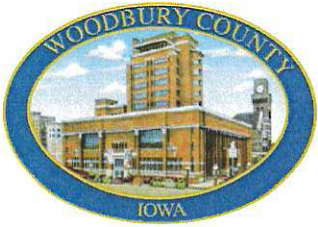
Open and close the public hearing (Set Time - 4:42 PM)

The third and final public hearing has been scheduled for Tuesday, May 7, 2024 at 4:42 PM.

ACTION REQUIRED / PROPOSED MOTION:

A) Conduct the second public hearing for the consideration of the proposed Woodbury County Comprehensive Plan 2040.

B) Approve the second reading of the Comprehensive Plan.



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

RE: Zoning Commission Comprehensive Plan for 2040 Recommendation

Dear Board of Supervisors:

The Woodbury County Zoning Commission voted 5-0 to recommend approval of the proposed Comprehensive Plan 2040 (Comp Plan) as prepared for Woodbury County by SIMPCO.

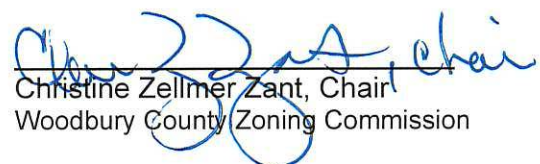
The Comp Plan has been before the Zoning Commission on numerous occasions including on May 22, 2023 as an informational item, January 22, 2024 as a public hearing, and March 25, 2024 as a public hearing. Woodbury County and SIMPCO originally entered into an agreement for SIMPCO to prepare the plan in December of 2020. Since that time, SIMPCO staff has engaged the public through various means and has developed a plan that can be used as a basis for future decision-making on a number of issues including housing, economic development, transportation, public infrastructure and utilities, community facilities and services, land use and natural resources, disaster response, recovery, and resiliency, etc.

During the public hearing on March 25, 2024, the Zoning Commission voted unanimously to recommend approval of the Comp Plan with a modification to the draft presented to include a statement under the renewable energy infrastructure that states support of landowners' individual choices to implement renewable energy infrastructure for personal and private use.

For further context regarding our proceedings, access to our meeting information including agendas, backup materials, minutes, and audio are available through the Woodbury County website at: https://www.woodburycountyiowa.gov/committees/zoning_commission/. Again, the Comp Plan was brought to the Zoning Commission on May 22, 2023, January 22, 2024, and March 25, 2024.

Please refer to the draft copy of the Zoning Commission minutes from March 25, 2024 for further details about the Commission's recommendation.

Dated this 8 day of April, 2024


Christine Zellmer Zant, Chair
Woodbury County Zoning Commission

RESOLUTION NUMBER _____

RESOLUTION TO APPROVE THE WOODBURY COUNTY COMPREHENSIVE PLAN 2040

WHEREAS, Woodbury County residents and community members have provided detailed feedback on matters related to the future growth and prosperity of the Woodbury County community through a public input process; **AND**

WHEREAS, the Zoning Commission held a public hearing to discuss the plan and recommended approval of the Woodbury County Comprehensive Plan for 2040 by the Board of Supervisors; **AND**

WHEREAS, the Board of Supervisors has held three (3) public hearings to discuss the Comprehensive Plan; **AND**

WHEREAS, the Board of Supervisors has determined that the Comprehensive Plan meets the goals of providing a legal basis for land use regulation by analyzing existing conditions and developing growth goals and presenting a unified and compelling vision for the community which includes specific actions necessary to fulfill that vision.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Woodbury County, Iowa, that the Woodbury County Comprehensive Plan for 2040 is hereby adopted.

SUPERVISOR _____ seconded the motion to adopt the resolution, and upon the question being put and roll being called, the following supervisors voted:

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Matthew Ung, Chairperson, Board of Supervisors

ATTEST: _____

Patrick F. Gill, Woodbury County Auditor

Digital Access:

The proposed **Woodbury County Comprehensive Plan 2040** may be accessed via the Woodbury County website at the following links:

https://www.woodburycountyiowa.gov/community_economic_development/woodbury_county_comprehensive_plan_2040/

or

<https://tinyurl.com/WoodburyCompPlan>



Daniel Priestly
Woodbury Co. Community & Economic Development
620 Douglas St. 6th Floor
Sioux City, IA 51101
dpriestley@woodburycountyiowa.gov

THIS IS NOT AN INVOICE

AFFIDAVIT OF PUBLICATION

#363134- Public Hearing - Comprehensive Plan 2040

The undersigned, being first duly sworn on oath, states that Iowa Information Media Group, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Sheldon, Iowa, the publisher of newspapers of general circulation as identified below, and printed and published in the city of Merville, Woodbury, Iowa, and that a legal notice, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in the publication(s) and editions dated as follows:

363134	The Record	4/18/24	\$49.96
--------	------------	---------	---------

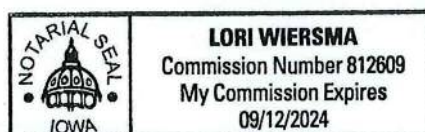
A handwritten signature in black ink, appearing to read 'Myrna Wagner', with a long, sweeping underline.

Myrna Wagner
Management, The Record

Subscribed and sworn to before me by said
Myrna Wagner this 18th day of April, 2024

A handwritten signature in black ink, appearing to read 'Lori Wiersma', written in a cursive style.

Lori Wiersma
Notary Public in and for State of Iowa



Notice Regarding Public Hearings

NOTICE REGARDING PUBLIC HEARINGS BEFORE THE WOODBURY COUNTY BOARD OF SUPERVISORS FOR THE CONSIDERATION OF THE DRAFT "WOODBURY COUNTY COMPREHENSIVE PLAN 2040"

The Woodbury County Board of Supervisors will hold public hearings on the following item of business, hereafter described in detail, on Tuesday, April 23, 2024 at 4:42 PM, Tuesday, April 30, 2024 at 4:42 PM and Tuesday, May 7, 2024 at 4:42 PM or as soon as possible thereafter as the matter may be considered.

Said hearings shall be held at the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, in the Board of Supervisors' meeting room in the basement of the courthouse. Persons wanting to participate in the public hearings may attend in person during the meetings to comment.

Copies of said item may now be examined in the Woodbury County Auditor's office in said Courthouse by any interested persons. A digital copy may also be accessed online at: <https://tinyurl.com/WoodburyCompPlan>. The digital version may also be accessed online at: https://www.woodburycountyiowa.gov/community_economic_development/woodbury_county_comprehensive_plan_2040/

You may forward your written comments by mail or email to: Woodbury County Community and Economic Development, 6th Floor, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101; Emails should be sent to Daniel Priestley at: dpriestley@woodburycountyiowa.gov. Only signed comments will be considered and should be received no later than 10:00 AM on Tue., Apr. 23, 2024.

All persons who wish to be heard in respect to this matter should appear to participate in the aforesaid hearing.

Item One (1)

WOODBURY COUNTY COMPREHENSIVE PLAN 2040 -

SUMMARY: To consider a comprehensive plan pursuant to Iowa Code Chapter 335.5. The proposed Woodbury County Comprehensive Plan 2040 is intended to serve as an advisory document that outlines the county's vision. The purpose of this comprehensive plan is to provide a current inventory of community services and resources and a thoughtful statement of the community's vision and goals for the future. The comprehensive plan includes analysis of the following planning topics: Housing, Economic Development, Transportation, Public Infrastructure and Utilities, Community Facilities and Services, Land Use and Natural Resources, and Disaster Response, Recovery and Resiliency.

The draft copy is available for inspection online at: <https://tinyurl.com/WoodburyCompPlan>. The digital version may also be accessed online at: https://www.woodburycountyiowa.gov/community_economic_development/woodbury_county_comprehensive_plan_2040/

Published in The Record
Thursday, April 18, 2024
(#363134)

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

Date: 4/25/24

Weekly Agenda Date: 4/30/24 4:50

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Priestley

WORDING FOR AGENDA ITEM:

A) Public hearing to consider Zoning Ordinance Text Amendments for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District, including to add a new Section 5.08, amend the table of contents, and renumber the ordinance page numbers to accommodate the addition of the new section. B) Approve the second reading of the Ordinance.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

A recommendation from the Woodbury County Zoning Commission from March 25, 2024 to address the regulation of Utility-Scale Solar Energy Systems (US-SES) in the unincorporated areas of Woodbury County with proposed Zoning Ordinance Text Amendments for the addition of a new section to the Woodbury County Zoning Ordinance entitled "Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use." This new section includes regulations for the conditional use permitting of US-SES in the General Industrial (GI) Zoning District. Other amendments include additions to the Table of Contents and adjustments to page number locations throughout the Zoning Ordinance.

BACKGROUND:

Over five months ago, the Zoning Commission began an intricate process to address the direction given to them by the Board of Supervisors (BoS) on August 8, 2023 and again on September 25, 2023 for a new proposed utility-scale solar ordinance. After eight public meetings including two works sessions, and six public hearings of collecting comments from Woodbury County residents and other stakeholders, the Zoning Commission has approved a recommendation to the BoS to address the permitting requirements for Utility-Scale Solar Energy Systems (US-SES) in the unincorporated areas of Woodbury County at the March 25, 2024 meeting. The recommendation was approved with a 4-1 vote.

The Commission recommends for US-SES to continue to be regulated with a conditional use permit application within General Industrial (GI) Zoning District only. The recommendation includes a process that involves the Zoning Commission, Board of Adjustment, and the Board of Supervisors. The Commissioners are tasked to review the conditional use permit application, the Board of Adjustment would consider the application for possible approval, and the Board of Supervisors would consider the building permit application(s) and associated agreements. The recommendation contains additional requirements including a road use agreement, a public drainage system protection agreement, an operation and maintenance plan, decommissioning, soil erosion and sediment control, emergency response, enforcement and other requirements governing the application process including a one (1) mile public notification area.

For further context regarding the Commission's proceedings, access to meeting information including agendas, backup materials, minutes, and audio are available through the Woodbury County website at: https://www.woodburycountyiowa.gov/committees/zoning_commission/. The Commission met for either a public hearing or work session on the following dates: September 11, 2023, September 25, 2023, October 16, 2023 (Work Session), October 23, 2023, November 27, 2023, January 17, 2024 (Work Session), January 22, 2024, and March 25, 2024.

Please refer to the draft copy of the Zoning Commission minutes from March 25, 2023 for further details about the Commission's recommendation.

FINANCIAL IMPACT:

0

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:

Open and close the public hearing (Set Time - 4:50 PM)

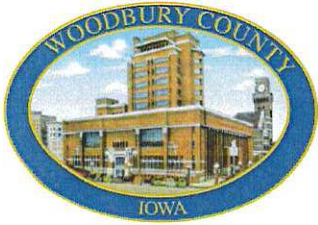
Conduct and approve the first reading of the Ordinance.

The third and final public hearing and reading of the Ordinance has been scheduled for Tuesday, May 7, 2024 at 4:45 PM.

ACTION REQUIRED / PROPOSED MOTION:

A) Public hearing to consider Zoning Ordinance Text Amendments for Utility-Scale Solar Energy Systems (US-SES) Conditional Use in the General Industrial (GI) Zoning District, including to add a new Section 5.08, amend the table of contents, and renumber the ordinance page numbers to accommodate the addition of the new section.

B) Approve the second reading of the Ordinance.



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

RE: Zoning Commission Utility-Scale Solar Energy System (US-SES) Zoning Ordinance Text Amendment Recommendation

Dear Board of Supervisors:

Over five months ago, we began an intricate process to address the direction given to us by the Board of Supervisors (BoS) on August 8, 2023 and again on September 25, 2023 for a new proposed utility-scale solar ordinance. After eight public meetings including two works sessions, and six public hearings of collecting comments from Woodbury County residents and other stakeholders, we can now report that the Zoning Commission has approved a recommendation to the BoS to address the permitting requirements for Utility-Scale Solar Energy Systems (US-SES) in the unincorporated areas of Woodbury County at the March 25, 2024 meeting. The recommendation was approved with a 4-1 vote.

The Commission recommends for US-SES to continue to be regulated with a conditional use permit application within General Industrial (GI) Zoning District only. The recommendation includes a process that involves the Zoning Commission, Board of Adjustment, and the Board of Supervisors. The Commissioners are tasked to review the conditional use permit application, the Board of Adjustment would consider the application for possible approval, and the Board of Supervisors would consider the building permit application(s). Our recommendation contains additional requirements including a road use agreement, a public drainage system protection agreement, an operation and maintenance plan, decommissioning, soil erosion and sediment control, emergency response, enforcement and other requirements governing the application process including a one (1) mile public notification area.

For further context regarding our proceedings, access to our meeting information including agendas, backup materials, minutes, and audio are available through the Woodbury County website at: https://www.woodburycountyiowa.gov/committees/zoning_commission/. The Commission met for either a public hearing or work session on the following dates: September 11, 2023, September 25, 2023, October 16, 2023 (Work Session), October 23, 2023, November 27, 2023, January 17, 2024 (Work Session), January 22, 2024, and March 25, 2024.

Please refer to the draft copy of the Zoning Commission minutes from March 25, 2024 for further details about the Commission's recommendation.

Dated this 8 day of April, 2024


Christine Zellmer Zant, Chair
Woodbury County Zoning Commission

WOODBURY COUNTY, IOWA

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE TEXT OF THE WOODBURY COUNTY ZONING ORDINANCE TO AMEND PORTIONS OF: THE TABLE OF CONTENTS; TO ADD A NEW SECTION ENTITLED SECTION 5.08: UTILITY-SCALE SOLAR ENERGY SYSTEMS (US-SES) CONDITIONAL USE; AND TO INCLUDE THE RENUMBERING OF PAGE NUMBERS.

WHEREAS, WOODBURY COUNTY, IOWA DESIRES TO REGULATE ALL UTILITY-SCALE SOLAR ENERGY SYSTEMS WITHIN THE UNINCORPORATED AREAS OF WOODBURY COUNTY, IOWA; AND

WHEREAS, THE WOODBURY COUNTY BOARD OF SUPERVISORS DESIRES TO REGULATE THE CONSTRUCTION, INSTALLATION, AND OPERATION OF UTILITY-SCALE ENERGY SYSTEMS IN A MANNER THAT PROMOTES ECONOMIC DEVELOPMENT, PROTECTS PROPERTY VALUES, AND ENSURES THE PROTECTION OF THE HEALTH, SAFETY AND WELFARE OF ALL INHABITANTS OF WOODBURY COUNTY WHILE ALSO AVOIDING ADVERSE AND DETRIMENTAL IMPACTS TO RURAL RESIDENTS, THEIR ECONOMIES, UNSIGHTLINESS ON AGRICULTURAL LANDS, CONSERVATION LANDS AND OTHER SENSITIVE LANDS; AND

WHEREAS, IN ADDITION TO HOME RULE AUTHORITY, THE WOODBURY COUNTY BOARD OF SUPERVISORS IS EMPOWERED TO REGULATE THE ORDERLY DEVELOPMENT AND PROPER USE OF SOLAR ENERGY BY ESTABLISHING CERTAIN PROCEDURES FOR OBTAINING ACCESS TO SOLAR ENERGY UNDER CERTAIN PROVISIONS OF IOWA CODE CHAPTER 564A; AND

WHEREAS, THE WOODBURY COUNTY BOARD OF SUPERVISORS HAS TAKEN INTO CONSIDERATION THE THOUGHTS, BELIEFS, SUGGESTIONS AND VIEWS OF WOODBURY COUNTY CITIZENS AND RESIDENTS IN THE DEVELOPMENT OF THIS ORDINANCE.

NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA THAT THE BELOW ZONING ORDINANCE LANGUAGE AMENDMENTS BE MADE:

Amendment #1 –

In the Table of Contents, on page iii: To add “Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use” under the Article 5, Supplemental Requirements category 83.

In the Table of Contents, on page iii: To repeal and replace “Section 6.01: Construction of Terms 83” with “Section 6.01: Construction of Terms 97”.

In the Table of Contents, on page iii: To repeal and replace “Section 6.02: Definitions 83” with “Section 6.02: Definitions 97”.

Amendment #2 –

Following the addition of Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use, to appropriately renumber the subsequent page numbers for ARTICLE 6. DEFINITIONS, Section 6.01: Construction of Terms, and Section 6.02: Definitions.

To repeal and replace the start page of “Article 6. Definitions” from page 83 to page 97.

To repeal and replace the start page of “Section 6.01: Construction of Terms” from page 83 to page 97.

To repeal and replace the start page of “Section 6.02: Definitions” from page 83 to page 97.

Amendment #3 –

Beginning on page 83, to add the following section to be known as Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use.

Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use

1. **Statement of Intent.** The purpose of this Section is to regulate the construction, installation, and operation of Utility-Scale Solar Energy Systems (US-SES) in Woodbury County, in a manner that promotes economic development, protects property values, and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, conservation lands, and other sensitive lands.

If this Section conflicts with any other provision of the Woodbury County Zoning Ordinance, this Section shall control.

2. **Definitions.** For use in this Section, certain terms or words used herein shall be interpreted or defined as follows:
 - A. **Applicant.** The person or entity submitting the application under this Section, which is normally expected to be the owner or operator of a US-SES, or the owner of the US-SES development.
 - B. **Conditional Use Permit (CUP).** A use that is allowed in conformance with the regulations of the zoning district in which it is located, if and only if, approved by the Board of Adjustment as provided in subsection 2.02-9.

A CUP issued by the Woodbury County Board of Adjustment is required before associated building permit(s) can be issued in unincorporated Woodbury County.

- C. **Concentrating Solar Power Systems.** A system that generates solar power by using mirrors, lenses, or similar reflecting surfaces to concentrate sunlight collected over large areas onto smaller focal areas. Concentrating solar power systems are prohibited.
- D. **Feeder Circuits/Lines.** A power line or network of lines used as a collection system that carries energy produced by a solar energy system to an interconnection point like a substation. Feeder circuits are most often placed underground.
- E. **Glare/Glint.** Light reflected off of a surface.
- F. **Ground-Mounted System.** A system where a rack(s) of panels is mounted on concrete posts or poles anchored in the ground and are wired or plumbed to an adjacent home or structure.
- G. **Interconnection.** Link between a generator of electricity and the electric grid. Interconnection typically requires connection via infrastructure such as power lines and a substation, as well as a legal agreement for the project to be connected to the grid.
- H. **Module.** An individual unit comprised of multiple photovoltaic (PV) cells, with multiple modules used in a solar energy system.
- I. **Mounting.** The method of anchoring solar energy system modules to the ground or a building.
- J. **Non-Participating Landowner.** A landowner who has not signed a binding agreement with the Applicant/Developer/Owner of the US-SES project.
- K. **Occupied Residence.** A building designed for, and occupied on a regular basis (50% or more of the year, and is currently occupied or has been occupied in the last two years) as an abode.
- L. **Operator.** The entity or individual that operates a US-SES.
- M. **Owner.** The entity or entities with an equity interest in the US-SES, including their respective successors and assigns. Owner does not mean the landowner from whom a lease, easement, or other property right is acquired for locating the US-SES unless the landowner has an equity interest in the US-SES.

- N. **Participating Landowner.** A landowner under lease, easement or other binding property agreement with the applicant, developer, or owner of the US-SES.
- O. **Photovoltaic (PV) Cells.** Semiconductors which generate electricity whenever light strikes them; generally grouped on panels.
- P. **Project Area.** The geographic area encompassing all components of a US-SES project, including border fencing.
- Q. **Property Line.** The legal boundary between separately owned real estate parcels, and between privately owned parcels and public owned land or public right of way.
- R. **Setback.** The minimum distance from a certain object, structure or point to the edge of any part or component of the US-SES.
- S. **Solar Array.** Equipment used for private or utility scale solar energy systems. Can be mounted on primary or accessory structures, on a racking system affixed to the ground, or integrated as a mechanical or structural component of a structure.
- T. **Solar Collector.** A device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical, or electrical energy.
- U. **Solar Easement.** An easement created to protect a solar project from encroachment by adjacent properties which would shade panels. See Iowa Code 564A.
- V. **Solar Energy.** Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.
- W. **Solar Energy Systems, Private.** An energy system that converts solar energy to usable thermal, mechanical, chemical, or electrical energy primarily for immediate onsite use that already has an existing principal use on the same parcel. Solar Energy Systems, Private shall be allowed only as a non-utility scale accessory use to a permitted principal use. Surplus energy sold back to a utility must comply with all applicable laws including but not limited to Section 199, Chapter 15.11(5) of Iowa Administrative Code, and all requirements of the Iowa Utilities Board. Systems can be mounted on primary or accessory structures, on a racking system affixed to the ground, or integrated as a mechanical or structural component of a structure.

- X. **Solar Energy Systems, Utility Scale (US-SES).** An energy system, commonly referred to as a “solar farm”, which converts solar energy to useable thermal, mechanical, chemical, or electrical energy primarily for transmission through the electrical grid for offsite use or wholesale and/or retail sale. Systems can be mounted on primary or accessory structures, on a racking system affixed to the ground, or integrated as a mechanical or structural component of a structure. Utility scale solar energy systems do not include concentrating solar power (CSP) systems.
 - Y. **Solar Panel.** 1) A grouping of photovoltaic cells used to generate electricity directly from sunlight. A grouping of these panels is called an array. 2) A panel circulating water or other liquid through tubes to collect, transfer and store the sun’s heat for domestic hot water and building heat.
 - Z. **Solar Storage Battery.** A device that stores energy from the sun and makes it available in an electrical form.
 - AA. **Solar Storage Unit.** A component of a solar energy device that is used to store solar-generated electricity or heat for later use.
 - BB. **Substation.** A facility that converts electricity produced by a generator like a solar energy system to a higher voltage, allowing for interconnection to high-voltage transmission lines.
 - CC. **System Height.** The height of a solar energy system, usually referring to ground mounted systems. Total system height is the measurement from the ground to the top of the mounting or modules associated with a system.
 - DD. **Transmission lines.** Power lines used to carry electricity from collection systems or substations over long distances.
3. **Applicability.** Section 5.08 applies to US-SES within unincorporated Woodbury County. It shall be unlawful to construct, erect, install, alter, locate, or operate any US-SES within unincorporated Woodbury County, without first obtaining a Conditional Use Permit from the Woodbury County Board of Adjustment.

At all times, US-SES shall comply with the terms of the Conditional Use Permit, the agreements and plans associated with the Conditional Use Permit, and the Woodbury County Zoning Ordinance.

4. **Conditional Use Permit (CUP).** US-SES shall require a Conditional Use Permit within the General Industrial (GI) Zoning District. US-SES is prohibited in all other Zoning Districts in Woodbury County. This use shall be subject to the procedures and standards included in this Ordinance. Concentrating solar power systems are prohibited.

5. **Application Materials.** In addition to all submittal requirements of a conditional use application, the application for a US-SES installation shall include the following information on the site plan or in narrative form, supplied by the utility scale installation owner, operator or contractor installing the structures:

- A. The name and address of the applicant, as well as the proposed owners or operators of the project, including the contact information (name, address, telephone and email) of their authorized representatives. The application shall designate the entity who requests the Conditional Use Permit.
- B. A certified abstractor listing of the names and mailing addresses of all owners of real property lying within one (1) mile from the subject property shall be provided with the application.
- C. Legal descriptions of all properties, leased and/or owned, identified to be part of the project area.
- D. Location and size of existing and proposed structures.
- E. Location and layout of vehicle parking, loading and queuing areas, street accesses, and driveways.
- F. Number, location and spacing of solar panels/arrays.
- G. Planned location of underground or overhead electric lines.
- H. Project development timeline which indicates how the applicant will inform adjacent property owners and interested stakeholders in the community.
- I. Pre-construction survey of nearby roads that may be impacted by construction of the facility.
- J. Flood hazard area designations
- K. Interconnection Agreement.
- L. Operation and Maintenance Plan.
- M. Decommissioning Plan.
- N. Soil Erosion and Sediment Control Plan
- O. Setback analysis showing the minimum setback requirements, or any agreed on greater setback provisions, are met by the project.

P. Emergency Response Plan

Q. Such other information as the Zoning Director may require to determine compliance with the provisions of this Ordinance.

6. **Requirements.** US-SES are subject to the following requirements:

A. No application for a US-SES Conditional Use Permit shall be granted without first submitting all required information and documentation, and paying all associated fees to the County.

B. **Setbacks.** The Zoning District Dimensional Standards of Section 3.04 shall apply.

C. **Height.** A solar panel shall be no less than two (2) feet (Twenty-Four inches) off the ground. A solar panel shall not exceed twenty (20) feet in height above grade at maximum tilt of the solar panel(s).

D. **Screening.** Project shall provide vegetative screening for all residences within 200 feet of the project boundaries.

(1) Applicant shall submit a screening plan for each residence within 200 feet of the project boundaries.

(2) Screening may be waived by the owner of a residence. Waiver must be in writing and recorded.

(3) Screening may be waived by the Board of Adjustment upon submission of a viewshed study from the applicant demonstrating that the project is not within the viewshed of the dwelling due to topography, existing vegetation, or other factors. The point of reference used in the viewshed study shall be as close to the dwelling as possible.

(4) Any vegetative screening within the project boundaries shall be maintained throughout the life of the project by the project owner. Any screening on the dwelling property shall be maintained by the project owner for no less than twelve months.

(5) Deciduous trees shall have a minimum caliper of 1.5" when planted, shall be at least six (6) feet tall within three (3) years of installation, and shall have a minimum mature height of twelve (12) feet.

(6) Screening plans shall use no less than two varieties of tree.

- E. **Utility connections.** Reasonable efforts shall be made to place all utility connections from the solar installation underground, depending on appropriate soil conditions, shape and topography of the site, distance to the connection, or other conditions or requirements.
 - F. **Glare minimization.** All solar panels must be constructed to minimize glare or reflection onto adjacent properties and adjacent roadways and must not interfere with traffic, including air traffic, or create a safety hazard.
 - G. **Appurtenant structures.** All appurtenant structures shall be subject to bulk and height regulations of structures in the underlying zoning district.
 - H. **Floodplain considerations.** Utility scale solar installations are considered to be maximum damage potential structures and facilities for purposes of the floodplain district regulations.
 - I. **Fencing/security.** A security fence must be installed along all exterior sides of the utility scale solar installation and be equipped with a minimum of one gate and locking mechanism on the primary access side. Security fences, gates and warning signs must be maintained in good condition until the US-SES installation is dismantled and removed from the site.
 - J. **Compliance with local, state and federal regulations.** US-SES installations shall comply with applicable local, state and federal regulations.
 - K. **Submittal Requirements.** In addition to the requirements in Section 2.02.9, the applicant shall submit all required materials contained in this Section at the time of the application for a Conditional Use Permit.
7. **Permitting Process.** In addition to the items required for a conditional use permit application in subsection 2.02-9. C, the process for a US-SES conditional use permit shall include the following:
- A. Application for approval of a permit to construct a US-SES shall be submitted to the Zoning Director on a permit application form provided by the Zoning Director and must include any additional information determined by the Zoning Director as necessary to demonstrate compliance with all applicable codes and requirements, along with the application fee, as established by resolution of the Board of Supervisors.
 - B. As conditions for approval, the following agreements must be executed with Woodbury County:
 - (1) Decommissioning, Abandonment, Financial Security, and Site Restoration Plan

- (2) Woodbury County Road Use and Repair Agreement
- (3) Woodbury County Public Drainage System Protection Agreement

C. Distribution. The Zoning Director shall distribute copies of the application materials to the Planning and Zoning Commission and to the appropriate County departments, and public utilities for comment.

D. Staff Review. The appropriate county departments shall review the application and prepare reports of their findings and comments to the Planning and Zoning Commission prior to the review.

- (1) To assure conformance with the goals and objectives of the county's comprehensive plan, the Zoning Director 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.

E. All US-SES permit applications shall require review by the Woodbury County Planning and Zoning Commission and approval by the Woodbury County Board of Adjustment following the standards and procedures for Conditional Uses as outlined in Section 2.02-9 of the Woodbury County Zoning Ordinance and shall follow the same schedule for submitting applications.

F. Expiration. A Conditional Use Permit issued by the Board of Adjustment for a US-SES shall expire at the end of one (1) year from issuance if a US-SES building permit has not been obtained from the Board of Supervisors as provided in subsection 5.08-8. After expiration, a new US-SES conditional use permit application would have to be filed and approved prior to application for a US-SES building permit.

8. **US-SES Building Permit Requirement.** In addition to the requirements of the Conditional Use Permit, each US-SES project must obtain an approved US-SES Building Permit from the Board of Supervisors prior to the start of any construction. An approved US-SES Building Permit shall be valid for one (1) year from the date of its issuance. The Zoning Department will supply a US-SES Building Permit application form to be used by any person or entity seeking to construct a US-SES project. The application shall contain:

- A. The name and address of the applicant, as well as the proposed owners or operators of the project, including the contact information (name, address, telephone and email) of their authorized representatives. The application shall designate the entity who will be the permit holder of the US-SES Building Permit.

- B. A Final Development Plan for the project, which shall contain aerial images of the entire proposed project area, showing the proposed location of the solar arrays, private access roads, feeder lines, substations and all other components of the project. The Plan shall show property lines and setback distances, as well as all public roads and public drainage district facilities (i.e. – ditches and underground tiles) in the project area. The Plan shall also identify any wind turbines, communication antennae, and airports (including private airstrips) located within five (5) miles of the project area; city boundaries within two (2) miles; and all lakes, permanent water courses and Public Conservation Areas within three (3) miles of the project area boundaries. In providing the above information, the Plan shall use a GPS coordinate system that is compatible with the County's geographical information and data systems. The Plan shall also include a mailing address for the owner of each communication antenna identified.
- C. Project details, including the name of the project, the final number of arrays, generating capacity, and all the requirements of the Conditional Use Permit application as included in this Section.
- D. Approval. Approval of the US-SES building permit by the Board of Supervisors shall be based upon findings that the proposed use of the site and the proposed location and dimensions of the structure(s) on the subject parcel(s) of real property comply with the zoning provisions of this ordinance, the conditions of the Conditional Use Permit and that no longer than one year has passed since the issuance of the Conditional Use Permit. The Board of Supervisors must also ensure that agreements and plans as outlined in this Section are in place as part of the building permit issuance process.
- E. Denial. If a building permit application is denied, the application shall be returned to the applicant with a written explanation of the reasons for the denial.
- F. Expiration. A building permit shall expire and become void if the construction or change in use of the property has not commenced within one year after issuance. If necessary, additional one-year renewals may be approved at the sole discretion of the Board of Supervisors.

9. Woodbury County Road Use and Repair Agreement

- A. **Roads.** Applicants shall adhere to the Woodbury County Road Use and Repair Agreement, and in doing so, shall identify all roads to be used for the purpose of transporting solar components, substation parts, cement, and/or equipment for construction, operation or maintenance of the solar installation and obtain applicable weight and size permits from the impacted road authority prior to construction.

- B. **Existing Road Conditions.** Applicants shall conduct a pre-construction survey, in coordination with the impacted local road authorities to determine existing conditions of roads identified pursuant to Section 6.1. The survey shall include photographs or video and written documentation of the condition of the identified road facilities. The applicant is responsible for on-going road maintenance and dust control measures identified by the County Engineer during all phases of construction.

10. **Woodbury County Public Drainage System Protection Agreement**

- A. Applicants shall adhere to the Woodbury County Public Drainage System Protection Agreement, and in doing so, shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation or maintenance of the US-SES (where required).

11. **Operation and Maintenance Plan.** The applicant shall submit a plan for the operation and maintenance of the solar installation including all necessary services, frequency of service, preventative maintenance measures, and monitoring. The operation and maintenance plan should include at a minimum:

- A. Preventative maintenance practices and schedules for all on-site equipment including but not limited to: inverters, panels, equipment pads, tracking systems, transformers, access entrances, internal roads, gates, fencing, security systems, stormwater management installations.
- B. Annual reporting and verification to the Zoning Director on the status or changes to ongoing service schedule.
- C. Schedule of all other monthly, annual, or semiannual reporting requirements for other submittals including: agricultural impact mitigation plan, decommissioning plan, and vegetation management plan.
- D. Noise. No operating solar energy equipment shall produce noise exceeding any of the following limitations, with the exception of initial construction and routine maintenance. Adequate setbacks and effective noise mitigating equipment shall be used to comply with these limitations:
 - (1) An hourly average noise level of fifty-five (55) dBA during the day (between sunrise and sunset), and an hourly average noise level of fifty (50) dBA at night (between sunset and sunrise), as measured at the occupied dwelling of any adjacent property containing an existing residential structure. If the ambient sound pressure level exceeds 55 dBA during the day or 50 dBA at night, the standard shall be the ambient Leq (equivalent continuous sound pressure level) plus 5 dBA.

- (2) A baseline noise evaluation shall be completed by a board certified professional by the Institute of Noise Control Engineering (INCE), or an appropriately licensed Professional Engineer (PE) prior to construction of the proposed solar site.
 - (3) A post-construction noise evaluation shall be performed by a third-party board certified professional by the Institute of Noise Control Engineering (INCE), or an appropriately licensed Professional Engineer (PE) following commencement of commercial operation of the project to verify compliance with the County's standards.
 - (4) The owner(s) of adjacent properties within 500 feet may voluntarily agree, by written and recorded waiver, to a higher noise level.
- E. Issue resolution protocols. Contact information for responsible party to address issues that may arise (damaged equipment causing excessive noise, etc.).
 - F. Disposal/recycling plan for damaged or obsolete facility equipment or hazardous waste. No storage of inoperable or obsolete equipment shall be allowed to remain on-site. Site operator shall be responsible for the cleanup of debris related to storm damage.
 - G. Cleaning chemicals and solvents. During operation of the proposed installation, all chemicals or solvents used to clean photovoltaic panels should be low in volatile organic compounds and the operator should use recyclable or biodegradable products to the extent possible. Any on-site storage of chemicals or solvents shall be referenced.
 - H. Maintenance, repair, or replacement of facility. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to emergency response officials. Any retrofit, replacement or refurbishment of equipment shall adhere to all applicable local, state and federal requirements.
 - I. Repowering. Proposals to replace more than twenty five percent (25%) of the panels in a facility within a twelve (12) month period will be required to submit a new Conditional Use Permit application based on the requirements in this ordinance for review and approval. A repowering event does not include replacement of panels in previously approved locations due to weather damage, equipment failure, or a force majeure event.

- (1) The plan shall include updated information for some or all of the reports and plans required by this section, as determined necessary by the Zoning Director.
- (2) The Board of Adjustment shall review and approve, conditionally approve, or deny the repowering plan as per the requirements of Sections 2.02.9 and 5.08.

12. Decommissioning, Abandonment, Financial Security, and Site Restoration Plan.

- A. The application must include a decommissioning plan that describes the following:
 - (1) The anticipated life of the utility scale solar installation.
 - (2) The anticipated manner in which the project will be decommissioned, including plans to recycle components and dispose of any hazardous materials.
 - (3) The anticipated site restoration activities.
 - (4) The estimated decommissioning costs in current dollars.
 - (5) The method for ensuring that funds will be available for decommissioning and restoration of the site.
- B. Decommissioning cost considerations. The applicant shall provide the estimated cost of decommissioning, excluding the salvage value, should be presented from both the solar applicant and from an independent third-party engineer, at the recommendation of the Woodbury County Engineer, at the expense of the applicant.
 - (1) Removal of any hazardous materials at the facility, as determined by a Toxic Characteristic Leaching Procedure (TCLP) or other similar test approved by Woodbury County and as described in the facility's Operations and Maintenance Plan. TCLP testing shall be performed prior to any ground disturbance at the project site.
 - (2) Salvage value shall not be included in the cost estimate.
 - (3) The estimated decommissioning cost must be updated every 5 years of the project using the same process as the initial decommissioning cost process.
- C. Site restoration activities. Restoration activities shall include, but not be limited to, the following:

- (1) Removal of all components and equipment.
- (2) Soil in project area shall be decompacted and seeded with a cover crop, unless otherwise specified in the approved vegetation plan and/or agricultural impact mitigation plan.
- (3) For any part of the energy project on leased property, the plan may incorporate agreements with the landowner regarding leaving access roads, fences, gates or repurposed buildings in place or regarding restoration of agricultural crops or forest resource land. Any use of remaining structures must be in conformance with the regulations in effect at that time.

D. Performance agreement and proof of financial surety. At the time of permitting, the applicant, facility owner, or site operator shall provide a Performance Agreement and accompanying financial surety instrument to cover the cost of decommissioning in accordance with the following:

- (1) Decommissioning funds shall be required in an amount of 125% of the most recent estimated decommissioning total cost paid for by the project owner/developer. The decommissioning funds shall remain in place until one (1) year after the last day of decommissioning unless sooner released by the Woodbury County Board of Supervisors
- (2) Decommissioning funds shall be maintained in the form of a performance bond, surety bond, escrow account, bank letter of credit, stable parent company guarantee, or other form of financial assurance as approved by the Woodbury County Board of Supervisors. Any financial document evidencing the maintenance of the decommissioning funds shall include provisions for releasing the funds to the County or a contractor hired by the County in the event decommissioning is not timely completed as outlined herein.
- (3) Prior to any ground disturbance, grading or construction activity on the site, one-hundred twenty-five percent (125%) of total estimated decommissioning costs shall be provided by any of the means listed above.
- (4) Financial surety shall be maintained for the life of the project.
- (5) Proof of recertification of the financial surety instrument must be submitted to the County annually. The county shall be notified immediately if the financial security instrument is cancelled, lapses, or otherwise is no longer in effect.

- (6) Every five (5) years, the facility owner or operator shall retain an independent Licensed Iowa Engineer approved by the County to re-estimate the total cost of decommissioning and attest that the value of the financial surety instrument is appropriate. This report shall be filed with the County and shall incorporate any new industry information learned since the last cost determination.
- (7) The required amount of the decommissioning fund shall match the re-estimated cost of decommissioning. Within ninety (90) days of filing the re-estimation report with the County, the facility owner or operator shall cause the fund balance of the financial surety instrument to be adjusted to ensure that it matches 125% of the re-estimated decommissioning cost.

E. Commencement of site decommissioning. Decommissioning of the site shall commence at the time identified in the project decommissioning plan or performance agreement, or when the facility is determined to have been abandoned.

- (1) Decommissioning shall be completed in accordance with the approved decommissioning plan.
- (2) The landowner or tenant shall notify the Zoning Director both when the project is discontinued and when decommissioning is complete.
- (3) Third-party verification, as well as County verification of completed decommissioning will be required before the financial surety may be released.
- (4) The facility will be considered abandoned or out of commission in the following circumstances:
 1. Upon termination or expiration of the solar farm leases/easements; or
 2. After one year without production, storage of energy, or use as a backup facility; or
 3. Failure to comply with the terms of the Conditional Use Permit after written notice of infractions from the County and a period of no less than 90 days to allow the operator to bring the US-SES into compliance.
 4. Exceptions could be made for:
 - a. A force majeure event that has occurred or is occurring, which will prevent the facility from resuming

operation within 12 months.

- b. If the facility is in the process of being repowered.
- c. The project is pending completion of construction of the facility due to a backlog of cases or service requests in the MISO queue.
- d. A situation in which the project owner can provide evidence to the Woodbury County Board of Supervisors, that the facility's period of continuous inactivity is due to circumstances beyond the project owners control and that the facility has not been abandoned.
- e. Appeal of the notice of abandonment from the county within a set time of the project owner's receipt of the notice in which the project owner explains the reasons for operational difficulty and provides a timeframe for corrective action that the county deems reasonable.

13. **Soil Erosion and Sediment Control Plan.** A grading plan shall be submitted and shall include all proposed changes to the landscape of the site (e.g., clearing, grading, topographic changes, tree removal, etc.). The plan shall be accompanied with the following documentation:

A. Erosion and Sediment Control

- (1) The applicant agrees to conduct all roadwork and other site development work in compliance with a national pollutant discharge elimination system (NPDES) permit as required by the state department of natural resources and comply with requirements as detailed by local jurisdictional authorities during the plan submittal. If subject to NPDES requirements, the applicant must submit the permit for review and comment, and an erosion and sediment control plan before beginning construction. The plan must include both general 'best management practices' for temporary erosion and sediment control both during and after construction and permanent drainage and erosion control measures to prevent damage to local roads or adjacent areas and to prevent sediment-laden run-off into waterways.

B. Stormwater Management Plan

- (1) For the purposes of pollutant removal, stormwater rate and runoff management, flood reduction and associated impacts, the applicant shall provide a detailed analysis of pre- and post-

development stormwater runoff rates for review by local jurisdictional authorities.

14. Emergency Response Plan

- A. The applicant shall submit an emergency response plan prior to any ground disturbance at the project site detailing the planned response actions that will be taken by the solar facility operator, including any battery energy storage systems in the event of an emergency situation. These actions are intended to minimize health risks to personnel and people in the surrounding community, as well as minimize adverse impacts to the environment.
- (1) The plan shall include, but is not limited to, a detailed narrative of response procedures and the facility representatives responsible for management of the following plausible contingencies that could occur at the facility: natural disaster/severe weather, fire, security incident, capacity/transmission, environmental, chemical, pipeline (if applicable), and medical. It shall include procedures for a site evacuation, designated egress routes and emergency staging areas.
 - (2) The plan shall include a standalone section detailing the emergency response protocols specific to battery energy storage areas (if applicable).
 - (3) The plan shall be developed in coordination with local first responders, Woodbury County Emergency Management & Siouxland District Health personnel.

15. Future Operators

- A. Future operators, successors, assignees, or heirs of an US-SES are subject to all conditions of the Conditional Use Permit, its associated agreements and plans, and this Ordinance. The holder of a US-SES Conditional Use Permit shall notify the County at least 90 days prior of the intent to sell or transfer or change operators of the US-SES.

16. Enforcement

A. Violations

- (1) It shall be unlawful to locate, erect, construct, reconstruct, alter, repair, convert, or maintain any building, land, or structure, or use any land, building or sign in violation of any regulation in, or any provisions of, this Section, or any amendment or supplement

thereto, lawfully adopted by the County Board of Supervisors; or to fail to comply with any requirement or condition imposed by the Board of Adjustment.

- (2) Any person, firm or corporation found to be in violation of any provision of this Section shall be served written notice by the Zoning Director or designee stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Such person shall, within the period of time stated in the notice, take all necessary action to correct the violation and shall permanently cease such violation.
- (3) Each day during which the violation continues shall be a separate violation.
- (4) A Notice of Violation may be served as a first attempt to gain compliance. If compliance is not met with the sending of a Notice of Violation then a Citation shall be served on the property owner. The offender shall be provided a reasonable time, (not to exceed) thirty (30) days in which to correct the violation. A violation which occurs for a short period of time is observed and there is no other reasonable means for ensuring compliance, be served a citation immediately upon observation of a violation.
- (5) If the violation is not corrected, Woodbury County may seek such remedies, civil or criminal as are authorized by law.

17. Penalty

- A. The Zoning Director or designee may assess the maximum civil penalty per day for each violation allowed upon each violation, as outlined in the Woodbury County Zoning Ordinance that continues to exist.
- B. Remedies
 - (1) If work is being done in violation of any provision of this Section and continues beyond the date of notice and the work is not being done to correct a violation, an immediate stop-work order shall be issued by the Zoning Director. Such order shall be given to the owner of the property, the authorized agent(s), or the person or persons in charge of the activity on the property and shall be posted upon the property. The stop work order shall state the conditions under which work may be resumed.
 - (2) Violations by an individual or property owner will prohibit any additional permits for that property or other properties to be

issued unless said permits will remedy abatement of the violation. Stop work orders will be placed on any work on other property in which the violator is operating or owns.

- (3) If the Zoning Director determines that a violation is an immediate threat to public safety or welfare and the property owner or operator has failed to take corrective action within the time period stated in the notice provided, Woodbury County may take such remedial action as is necessary to protect the public safety or welfare. Such remedial action may include entering the property where a violation is present, correcting the violation, and placing a lien on the property to secure payment and reimbursement of any and all expenses incurred by Woodbury County to correct such violation.
- (4) Woodbury County may seek other such remedies, civil or criminal as are authorized by law.

Severability

Should any section or provisions of this Ordinance be declared by the courts to be invalid or unconstitutional, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof other than the part so declared to be invalid or unconstitutional.

Effective Date

This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

Passed and adopted by the Woodbury County, Iowa Board of Supervisors on this _____ day of _____, 20____.

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS

Matthew Ung, Chairman

Daniel Bittinger II, Vice-Chairman

Mark Nelson

Attest:

Keith Radig

Patrick F. Gill, Woodbury County Auditor

Jeremy Taylor

Adoption Timeline:

Date of Public Hearing and First Reading_____

Date of Public Hearing and Second Reading_____

Date of Public Hearing and Third Reading_____

Date of Adoption_____

Published/Effective Date_____



Daniel Priestly
Woodbury Co. Community & Economic Development
620 Douglas St. 6th Floor
Sioux City, IA 51101
dpriestley@woodburycountyiowa.gov

THIS IS NOT AN INVOICE

AFFIDAVIT OF PUBLICATION

#363136- Public Hearing - Solar Energy Systems

The undersigned, being first duly sworn on oath, states that Iowa Information Media Group, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Sheldon, Iowa, the publisher of newspapers of general circulation as identified below, and printed and published in the city of Merville, Woodbury, Iowa, and that a legal notice, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in the publication(s) and editions dated as follows:

363136

The Record 4/18/24

\$130.67

A handwritten signature in black ink, appearing to read 'Myrna Wagner', written in a cursive style.

Myrna Wagner
Management, The Record

Subscribed and sworn to before me by said
Myrna Wagner this 18th day of April, 2024

A handwritten signature in black ink, appearing to read 'Lori Wiersma', written in a cursive style.

Lori Wiersma
Notary Public in and for State of Iowa



Notice Regarding Public Hearings

NOTICE REGARDING PUBLIC HEARINGS BEFORE THE WOODBURY COUNTY BOARD OF SUPERVISORS FOR THE CONSIDERATION OF ZONING ORDINANCE TEXT AMENDMENTS TO ADDRESS THE REGULATIONS FOR "UTILITY-SCALE SOLAR ENERGY SYSTEMS (US-SES) CONDITIONAL USE" IN THE GENERAL INDUSTRIAL (GI) ZONING DISTRICT

The Woodbury County Board of Supervisors will hold public hearings on the following item of business, hereafter described in detail, on Tuesday, April 23, 2024 at 4:45 PM, Tuesday, April 30, 2024 at 4:50 PM and Tuesday, May 7, 2024 at 4:45 PM or as soon as possible thereafter as the matter may be considered. Pursuant to Iowa Code Section 331.302, the second and third public hearings may be waived by the Board of Supervisors.

Said hearings shall be held at the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, in the Board of Supervisors' meeting room in the basement of the courthouse. Persons wanting to participate in the public hearings may attend in person during the meetings to comment.

Copies of said item may now be examined in the Woodbury County Auditor's office in said Courthouse by any interested persons. You may forward your written comments by mail or email to: Woodbury County Community and Economic Development, 6th Floor, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101; Emails should be sent to Daniel Priestley at: dpriestley@woodburycountyiowa.gov. Only signed comments will be considered and should be received no later than 10:00 AM on Tue., Apr. 23, 2024.

All persons who wish to be heard in respect to this matter should appear to participate in the aforesaid hearing.

Item One (1)

SUMMARY OF ZONING ORDINANCE TEXT AMENDMENTS FOR PROPOSED UTILITY-SCALE SOLAR ENERGY SYSTEMS (US-SES) CONDITIONAL USE IN THE WOODBURY COUNTY ZONING ORDINANCE.

SUMMARY: Amendment #1 – To add "Section 5.08. Utility-Scale Solar Energy Systems (US-SES) Conditional Use...83" on Page iii of the Woodbury County Zoning Ordinance in the "Table of Contents" under the "ARTICLE 5 SUPPLEMENTAL REQUIREMENTS" heading after Section 5.07. Special Event – RAGBRAI and Special Event – RAGBRAI with Alcohol...81."

SUMMARY: Amendment #2 – To add a new section to the Woodbury County Zoning Ordinance beginning

page 83 entitled "Section 5.08: Utility-Scale Solar Energy Systems (US-SES) Conditional Use" to regulate the conditional use permitting of "Utility-Scale Solar Energy Systems" within the General Industrial (GI) Zoning District. The purpose of this Section is to regulate the construction, installation, and operation of Utility-Scale Solar Energy Systems (US-SES) in Woodbury County, in a manner that promotes economic development, protects property values, and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, conservation lands, and other sensitive lands. This Ordinance and its provisions shall not apply to those properties or projects occurring within the incorporated cities of Woodbury County. The ordinance sets the requirements for the conditional use permitting of the US-SES including subsections that include Applicability, Conditional Use Permit (CUP), Application Materials, Requirements, Permitting Process, US-SES Building Permit Requirement, Woodbury County Road Use and Repair Agreement, Woodbury County Public Drainage System Protection Agreement, Operation and Maintenance Plan, Decommissioning, Abandonment, Financial Security, and Site Restoration Plan, Soil Erosion and Sediment Control Plan, Emergency Response Plan, Future Operators, Enforcement, Penalty, Severability, and Effective Date.

SUMMARY: Amendment #3 – Following the addition of Section 5.08, to appropriately renumber the subsequent page numbers for the "ARTICLE 6. DEFINITIONS" and Section 6.01: Construction of Terms. and Section 6.02: Definitions and to appropriately change the page numbers in the Table of Contents on page iii to the correct page numbers.

ENFORCEMENT PROVISIONS: Section 5.08

16. Enforcement

A. Violations

(1) It shall be unlawful to locate, erect, construct, reconstruct, alter, repair, convert, or maintain any building, land, or structure, or use any land, building or sign in violation of any regulation in, or any provisions of, this Section, or any amendment or supplement thereto, lawfully adopted by the County Board of Supervisors; or to fail to comply with any requirement or condition imposed by the Board of Adjustment.

(2) Any person, firm or corporation found to be in violation of any provision of this Section shall be served written notice by the Zoning Director or designee stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Such person shall, within the period of time stated in the notice, take all necessary action to correct the violation and shall permanently cease such violation.

(3) Each day during which the violation continues shall be a separate violation.

(4) A Notice of Violation may be served as a first attempt to gain compliance. If compliance is not met with the sending of a Notice of Violation then a Citation shall be served on the property owner. The offender shall be provided a reasonable time, (not to exceed) thirty (30) days in which to correct the violation. A violation which occurs for a short period of time is observed and there is no other reasonable means for ensuring compliance, be served a citation immediately upon observation of a violation.

(5) If the violation is not corrected, Woodbury County may seek such remedies, civil or criminal as are authorized by law.

17. Penalty

A. The Zoning Director or designee may assess the maximum civil penalty per day for each violation allowed upon each violation, as outlined in the Woodbury County Zoning Ordinance that continues to exist.

B. Remedies

(1) If work is being done in violation of any provision of this Section and continues beyond the date of notice and the work is not being done to correct a violation, an immediate stop-work order shall be issued by the Zoning Director. Such order shall be given to the owner of the property, the authorized agent(s), or the person or persons in charge of the activity on the property and shall be posted upon the property. The stop work order shall state the conditions under which work may be resumed.

(2) Violations by an individual or property owner will prohibit any additional permits for that property or other properties to be issued unless said permits will remedy abatement of the violation. Stop work orders will be placed on any work on other property in which the violator is operating or owns.

(3) If the Zoning Director determines that a violation is an immediate threat to public safety or welfare and the property owner or operator has failed to take corrective action within the time period stated in the notice provided, Woodbury County may take such remedial action as is necessary to protect the public safety or welfare. Such remedial action may include entering the property where a violation is present, correcting the violation, and placing a lien on the property to secure payment and reimbursement of any and all expenses incurred by Woodbury County to correct such violation.

(4) Woodbury County may seek other such remedies, civil or criminal as are authorized by law.

EFFECTIVE DATE:

This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

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

Date: 04/26/24

Weekly Agenda Date: 04/30/24

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Malloy, WCICC-IT

WORDING FOR AGENDA ITEM:

Approval to Spend WCICC-IT FY2025 CIP Dollars

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Approval to Spend WCICC-IT FY2025 CIP Dollars.

BACKGROUND:

Our FY2025 approved CIP totals \$530,000 for the following projects:

Edge Switches - \$140,000

Law Enforcement Center Network Redundancy - \$50,000

iSeries/AS400 Upgrade - \$40,000

Scanner Standardization - \$30,000

Office 365 Backup - \$25,000

County PCs - \$220,000

Enterprise Vulnerability Management Software - \$25,000

WCICC-IT will have a student intern this summer to assist with set up and installation of PCs and laptops. Replacement costs are budgeted in our FY25 CIP. We would like to move this project ahead so that we can utilize the student intern's help during this project.

FINANCIAL IMPACT:

An estimated cost of \$530,000 Funds are budgeted for FY25 CIP. WCICC-IT would like to move the PC Replacement project ahead and start purchasing equipment in FY24.

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:

Approval to Spend WCICC-IT FY2025 CIP Dollars.

ACTION REQUIRED / PROPOSED MOTION:

Approval to Spend WCICC-IT FY2025 CIP Dollars.

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

Date: 4/24/2024 Weekly Agenda Date: 4/30/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

County/ City 28th Street Development Project

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Sioux City Engineering Co. has submitted Final Payment of the 28th Street Development Project. City of Sioux City (Engr. Dept) has reviewed. Pay Application #13 has been approved by Toth Engineering.

BACKGROUND:

8/16/2022 CO #3 Approved
8/02/2022 CO # 2 Approved
7/26/2022- County/ City Letter of Understanding & CO #1 Approved
7/27/2021- 28th St. Development Bid Contract Awarded- Sioux City Engineering Co.
6/08/2021- Plans, Specifications, Form of Contract Approved
11/03/2020- Toth & Associates Engineering Contract Approved
6/02/2020- County/ City 28E- 28th Street Developmental Services Agreement Approved

FINANCIAL IMPACT:

Sioux City Engineering Co.- Contract Final- \$3,179,176.19
Sioux City Engineering Co.- C/O #4, C/O #5, & Pay Application #13 -Balance to Complete- \$238,712.24
County/City 28E Agreement (City Requested Improvements Pay App #13)- (\$11,315.29)
28th Street FY2023 CIP Project- \$99,463.11
FY2023 CIP (Other)- \$127,933.84

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

Yes No

RECOMMENDATION:

Approve Motions completing project

ACTION REQUIRED / PROPOSED MOTION:

Motion to Approve FY2023 CIP in the Amount of \$127,933.84
Motion to Approve Sioux City Engineering Co. Change Orders #4, #5, & Final Contract Pay Application #13 in the Amount of \$238,712.24

WOODBURY COUNTY COST ANALYSIS

Contract Base Bid	2,689,603.50
Change Order #1 (City Requested Future Developments)	76,955.00
Change Order #2- 28th Street Changes	190,113.65
Change Order #3- 28th St. Driveways & Outerbelt Rip-Rap	27,069.80
Change Order #4 & #5	195,434.24
LOU & Change Order #1 Sioux City/ MidAmerican Request's	-302,626.00
Sioux City Change Order #2 Deduct Items 39 & 60	-9,020.00
Toth & Associates Amended Engineering Costs	11,944.65
Sioux City Costs Amended (Toth Add'l Engineering Request)	-11,944.65
MidAm Energy Add'l Gas Main Line, Meter, Riser, Guard Post	55,842.92
Architect/ Engineering	348,000.00
CenturyLink Relocations	6,515.20
Project Owners Representative	84,000.00
Certified Testing Services	1,990.00
Administration/ Reimbursables (Toth)	3,407.58
Project Sub-total	3,367,285.89
City of Sioux City Direct Costs (Invoice 9112-23 Page-6)	323,590.65
28E Development Agreement Sioux City Contribution	2,800,000.00
WOODBURY COUNTY TOTAL	\$567,285.89



WOODBURY COUNTY
 620 Douglas Street
 Sioux City IA 51101

INVOICE NUMBER: 9112-23
INVOICE DATE: 5/8/2024
AMOUNT DUE THIS INVOICE: \$ 11,315.29

To: City of Sioux City
 PO Box 447
 Sioux City IA 51102-0447

Send Payment To:
 Woodbury County Building Services
 620 Douglas Street
 Sioux City IA 51101

Reimbursable expenses related to the 28th Street Development Project to be paid to Woodbury County per 28E agreement.

FINAL BILLING					
Payment Check #	Post Date	Invoice #	Invoice Date	Vendor	Item Total
		8403-13	8/4/2023	Sioux City Engineering	11,315.29
<i>*NOTE: Invoice 8403-13 includes only Sioux City's responsibility.</i>					

Amount due this invoice: \$ 11,315.29

Itemized Previous Billings

Payment Check #	Post Date	Invoice #	Invoice Date	Vendor	Item Total
Woodbury County Invoice 9112-01					
528333	1/5/2021	50722	11/30/2020	Toth and Associates Inc	29,927.58
528670	1/19/2021	50824	12/31/2020	Toth and Associates Inc	29,725.00
Woodbury County Invoice 9112-02					
529613	3/2/2021	190578	1/28/2021	Baker Group	15,000.00
529627	3/2/2021	50939	1/31/2021	Toth and Associates Inc	44,900.00
530141	3/23/2021	51070	2/28/2021	Toth and Associates Inc	37,550.00
Woodbury County Invoice 9112-03					
530886	4/27/2021	51207	3/31/2021	Toth and Associates Inc	26,178.75
Woodbury County Invoice 9112-04					
531397	6/1/2021	51350	4/30/2021	Toth and Associates Inc	13,976.63
531392	6/1/2021	195973	5/19/2021	Baker group	7,500.00
Woodbury County Invoice 9112-05					
531553	7/6/2021	51562	5/31/2021	Toth and Associates Inc	9,050.00
531629	7/20/2021	51659	6/30/2021	Toth and Associates Inc	2,105.00
Woodbury County Invoice 9112-06					
531849	8/31/2021	51934	7/31/2021	Toth and Associates Inc	1,750.00
Woodbury County Invoice 9112-07					
531944	9/21/2021	51973	8/31/2021	Toth and Associates Inc	7,189.27
531930	9/21/2021	205129	8/31/2021	Baker Group	10,000.00
Woodbury County Invoice 9112-08					
532038	10/12/2021	2877270	9/22/2021	Mid American	55,842.92
532126	10/26/2021	52141	9/30/2021	Toth & Associates	2,000.00
Woodbury County Invoice 9112-09					
532139	11/2/2021	SC43833	10/22/2021	Certified Testing Services	1,460.00
532173	11/9/2021	208583	10/26/2021	Baker Group	7,500.00

Itemized Previous Billings (cont.)

Payment Check #	Post Date	Invoice #	Invoice Date	Vendor	Item Total
Woodbury County Invoice 9112-10					
532305	12/14/2021	SC43974	11/23/2021	Certified Testing Services	350.00
Woodbury County Invoice 9112-11					
532388	1/3/2022	SC44101	12/23/2021	Certified Testing Services	180.00
4173498	1/20/2022	8403-01	11/22/2021	Sioux City Engineering	147,777.25
Woodbury County Invoice 9112-12					
4236902	2/3/2022	8403-02	12/27/2022	Sioux City Engineering	222,846.25
4275624	2/10/2022	213949	1/24/2022	Baker Group	10,000.00
4337263	2/24/2022	8403-03	2/3/2022	Sioux City Engineering	195,802.60
Woodbury County Invoice 9112-13					
4475572	3/24/2022	216550	2/28/2022	Baker Group	10,000.00
4508620	3/31/2022	8403-04	3/3/2022	Sioux City Engineering	526,341.14
Woodbury County Invoice 9112-14					
4578817	4/14/2022	217936	3/23/2022	Baker Group	5,000.00
4650110	4/28/2022	8403-05	4/4/2022	Sioux City Engineering	112,940.75
Woodbury County Invoice 9112-15					
4832508	6/2/2022	8403-06	5/18/2022	Sioux City Engineering	311,286.98
Woodbury County Invoice 9112-16					
5058157	7/14/2022	8403-07	6/15/2022	Sioux City Engineering	63,898.66
5058173	7/14/2022	223995	6/23/2022	Baker Group	10,000.00
Woodbury County Invoice 9112-17					
APA009157	8/24/2022	52345	10/31/2021	TOTH & ASSOCIATES	8,500.00
APA009157	8/24/2022	52592	11/30/2021	TOTH & ASSOCIATES	8,400.00
APA009157	8/24/2022	52791	12/31/2022	TOTH & ASSOCIATES	24,400.00
APA009157	8/24/2022	52897	1/31/2022	TOTH & ASSOCIATES	25,700.00
APA009157	8/24/2022	53182	3/11/2022	TOTH & ASSOCIATES	48,515.20

Itemized Previous Billings (cont.)

Payment Check #	Post Date	Invoice #	Invoice Date	Vendor	Item Total
Woodbury County Invoice 9112-17 (cont.)					
APA009157	8/24/2022	53306	3/31/2022	TOTH & ASSOCIATES	15,000.00
APA009157	8/24/2022	53587	4/30/2022	TOTH & ASSOCIATES	13,000.00
APA009157	8/24/2022	53785	5/31/2022	TOTH & ASSOCIATES	8,000.00
APA009157	8/24/2022	53903	6/30/2022	TOTH & ASSOCIATES	7,000.00
APA009157	8/24/2022	54142	7/31/2022	TOTH & ASSOCIATES	2,000.00
Woodbury County Invoice 9112-18					
5465014	9/22/2022	8403-08	7/12/2022	Sioux City Engineering	505,202.69
5465014	9/22/2022	8403-09	8/8/2022	Sioux City Engineering	341,628.03
		8403-04	3/3/2022	Sioux City Engineering	(12,216.43)
Woodbury County Invoice 9112-19					
5595085	10/13/2022	8403-10	9/13/2022	Sioux City Engineering	54,309.70
Woodbury County Invoice 9112-20					
5942770	12/8/2022	234139	11/21/2022	Baker Group	9,000.00
Woodbury County Invoice 9112-21					
590911	9/7/2023	8403-11	8/4/2023	Sioux City Engineering	111,405.31
APA017125	9/6/2023	55974	3/31/2023	Toth and Associates Inc	5,000.00
Woodbury County Invoice 9112-22					
1674283	2/29/2024	8403-12	8/4/2023	Sioux City Engineering	19,352.08

Total previously billed: 3,112,275.36

Billed to date: 3,123,590.65

Payments Received

<i>Sioux City Check #</i>	<i>Check Date</i>	<i>County Invoice #</i>	<i>Invoice Date</i>	<i>Invoice Amount</i>	<i>Amount Received</i>
3127416	4/2/2021	9112-01	2/10/2021	59,652.58	59,652.58
3127935	4/30/2021	9112-02	3/31/2021	97,450.00	97,450.00
3128552	5/28/2021	9112-03	4/30/2021	26,178.75	26,178.75
3129768	7/16/2021	9112-04	6/30/2021	21,476.63	21,476.63
3130626	8/20/2021	9112-05	7/31/2021	11,155.00	11,155.00
3131125	9/10/2021	9112-06	8/31/2021	1,750.00	1,750.00
3131909	10/15/2021	9112-07	9/30/2021	17,189.27	17,189.27
3132506	11/12/2021	9112-08	10/31/2021	57,842.92	57,842.92
3133286	12/17/2021	9112-09	11/30/2021	8,960.00	8,960.00
3134004	1/21/2022	9112-10	12/31/2021	350.00	350.00
3134616	2/18/2022	9112-11	1/31/2022	147,957.25	147,957.25
3135131	3/11/2022	9112-12	2/28/2022	428,648.85	428,648.85
3135995	4/22/2022	9112-13	3/31/2022	536,341.14	536,341.14
3136562	5/20/2022	9112-14	4/30/2022	117,940.75	117,940.75
3137850	7/15/2022	9112-15	6/30/2022	311,286.98	311,286.98
3138606	8/12/2022	9112-16	7/31/2022	73,898.66	73,898.66
3139623	9/30/2022	9112-17	8/31/2022	160,515.20	160,515.20
3140150	10/21/2022	9112-18	9/30/2022	834,614.29	834,614.29
3140574	11/10/2022	9112-19	10/31/2022	54,309.70	54,309.70
3141836	1/13/2023	9112-20	12/31/2022	9,000.00	9,000.00
3147440	10/13/2023	9112-21	9/30/2023	116,405.31	116,405.31
3150256	3/15/2024	9112-22	2/29/2024	19,352.09	19,352.08
		9112-23		11,315.29	

Total payment received to date: 3,112,275.36

Total payment due: 11,315.29

28E Agreement Summary

28E City Contribution:	\$	2,800,000.00
Additional City Costs:	+	\$ 323,590.65
Total expenses to date:	-	\$ 3,123,590.65

Remaining City Contribution: \$ -

Additional City Costs Summary

Expenses not included in original 28E agreement (Amended Costs):	\$	11,944.65
LOU - Letter of Understanding - July 11, 2022 (Mid American)	\$	225,671.00
Change Order #1 (per Gordon Phair)	\$	76,955.00
Change Order #2 Item 39 - 4-FT Diameter Precast Standard Concrete Manhole	\$	5,350.00
Change Order #2 Item 60 - Fire Hydrant Relocation	\$	3,670.00

Total Additional Costs: \$ 323,590.65

Amended Cost Detail

County Invoice	Invoice #	Vendor	Description	Item Total
9112-03	51207	Toth & Associates	Items listed as "Amended Traffic Study/MidAmerican Energy"	\$ 3,578.75
9112-04	51350	Toth & Associates	Items listed as "Amended Traffic Study/MidAmerican Energy"	\$ 5,176.63
9112-07	51973	Toth & Associates	Items listed as "Amended Traffic Study/MidAmerican Energy"	\$ 3,189.27
Total Amended Costs to Date:				\$ 11,944.65

July 11, 2022 LOU Cost Detail

<i>County Invoice</i>	<i>Invoice #</i>	<i>Vendor</i>	<i>Description</i>	<i>Item Total</i>
9112-12	8403-02	Sioux City Engineering	Items 038, 040 (less retainage)	\$ 14,107.50
9112-12	8403-03	Sioux City Engineering	Items 038, 040 (less retainage)	\$ 15,010.00
9112-13	8403-04	Sioux City Engineering	Items 042, 044 (less retainage)	\$ 11,074.05
9112-14	8403-05	Sioux City Engineering	Items 013, 015 (less retainage)	\$ 19,166.25
9112-18	8403-08	Sioux City Engineering	Item 21 (less retainage)	\$ 6,008.75
9112-18	8403-09	Sioux City Engineering	Items 4, 23, 25 (less retainage)	\$ 94,711.20
9112-19	8403-10	Sioux City Engineering	Items 042, 044 (less retainage)	\$ 54,309.70
9112-21	8403-11	Sioux City Engineering	Reduced Retainage	\$ 9,613.58
9112-22	8403-12	Sioux City Engineering	Reduced Retainage	\$ 1,669.97
Total 7/11/22 LOU Costs to Date:				\$ 225,671.00

Change Order Cost Detail

<i>County Invoice</i>	<i>Invoice #</i>	<i>Vendor</i>	<i>Description</i>	<i>Item Total</i>
9112-18	8403-09	Sioux City Engineering	Change Order #1, all items (less retainage)	\$ 73,107.25
9112-18	8403-09	Sioux City Engineering	Change Order #2, Item 39 (less retainage)	\$ 5,082.50
9112-18	8403-09	Sioux City Engineering	Change Order #2, Item 60 (less retainage)	\$ 3,486.50
9112-21	8403-11	Sioux City Engineering	Reduced Retainage	\$ 3,662.54
9112-22	8403.12	Sioux City Engineering	Reduced Retainage	\$ 636.21
Total Change Order Costs to Date:				\$ 85,975.00

28th STREET PROJECT: CONTRACT APPLICATIONS BREAKOUT/ WOODBURY BREAKOUT/ CITY BREAKOUT

Engineers Pre-Bid Project Estimate (06/08/2021)	\$3,630,000.00
Sioux City Engineering Co. - Original Contract Award	\$2,689,603.50
Sioux City Engineering Co. - Change Order #1 (City of Sioux City 28th St. Devlp. Future Improvement Request)	\$76,955.00
Sioux City Engineering Co. - Change Order #2 (28th St. Contract Line Item Quantities Adjustments)	\$190,113.65
Sioux City Engineering Co. - Change Order #3 (Outerbelt Dr. Rip-Rap; 28th St. Adjoining Properties SUDAS Dri	\$27,069.80
Sioux City Engineering Co. - Change Order #4 (28th St./ Outerbelt Drive Project Final Line Item Quantities Adj	\$237,493.24
SCE Change Order #5 (Deduct)	\$42,059.00
	\$3,179,176.19
SCE Contract Total	\$3,179,176.19
Deduct Sioux City 28E Agreement	\$2,800,000.00
	\$379,176.19
Deduct Sioux City LOU Request CO #1	\$302,626.00
	\$76,550.19
Deduct Sioux City Requist CO #2	\$9,020.00
	\$67,530.19
MidAmerican Gas Line Extension	\$55,842.92
	\$123,373.11
Architect/ Engineers	\$348,000.00
	\$471,373.11
CenturyLink	\$6,515.20
	\$477,888.31
Owners Representative	\$84,000.00
	\$561,888.31
Certified Testing Services	\$1,990.00
	\$563,878.31
Toth & Associates Reimbursements	\$3,407.58
	\$567,285.89

Contractor's Application for Payment No. 13

Application Period: 7/31/2023-3/31/2024		Application Date: 8/04/2023	
To (Owner): Woodbury County, Iowa	From (Contractor): Sioux City Engineering	Via (Engineer): Toth and Associates, Inc.	
Project: Woodbury County Law Enforcement Center Offsite Improvements	Contract: Woodbury County Law Enforcement Center Offsite Improvements		
Owner's Contract No.:	Contractor's Project No.: 8403	Engineer's Project No: 00-278	

**Application For Payment
Change Order Summary**

Number	Additions	Deductions
1	\$76,955.00	
2	\$190,113.65	
3	\$27,069.80	
4	\$237,493.24	
5		\$42,059.00
TOTALS	\$531,631.69	\$42,059.00
NET CHANGE BY CHANGE ORDERS	\$489,572.69	

1. ORIGINAL CONTRACT PRICE.....	\$ 2,689,603.50
2. Net change by Change Orders.....	\$ 489,572.69
3. Current Contract Price (Line 1 ± 2).....	\$ 3,179,176.19
4. TOTAL COMPLETED AND STORED TO DATE	
(Column F total on Progress Estimates).....	\$ 3,179,176.19
5. RETAINAGE:	
a. X \$3,179,176.19 Work Completed.....	\$
b. 5% X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 3,179,176.19
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 2,940,463.95
8. AMOUNT DUE THIS APPLICATION.....	\$ 238,712.24
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G total on Progress Estimates + Line 5.c above).....	\$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Janet Vavra Date: 4/16/24

Payment of: \$ 238,712.24
(Line 8 or other - attach explanation of the other amount)

is recommended by: Matt [Signature] 4/17/2024
(Engineer) (Date)

is approved by: _____
(Owner) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract)		Woodbury County Law Enforcement Center Offsite Improvements			Application Number		12	
Application Period		7/31/2023-3/31/2024			Application Data			
		Work Completed			E		G	
Specification Section No.	Description	B Subtotal Value (\$)	C From Previous Application (C-A)	D This Period	Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	% (F / B)	H Balance to Finish (B - F)
	Base Bid							
001	Mobilization, Demobilization and Bonding	\$120,000.00	\$120,000.00			\$120,000.00	100.0%	
007	Signage	\$3,400.00	\$3,400.00			\$3,400.00	100.0%	
012	Temporary Traffic Control	\$11,500.00	\$11,500.00			\$11,500.00	100.0%	
045	Curb-Mount Postings							
046	Temporary Erosion Control	\$10,500.00	\$10,500.00			\$10,500.00	100.0%	
049	IFC Fire Service Connection	\$7,000.00	\$7,000.00			\$7,000.00	100.0%	
050	EEC Water Service Connection	\$9,750.00	\$9,750.00			\$9,750.00	100.0%	
072	Concrete Top-Rip Stop Stabilization	\$6,320.00	\$6,320.00			\$6,320.00	100.0%	
074	Reveal 20th Street Pavement for Temporary Curb Installation	\$550.00		\$550.00		\$550.00	100.0%	
076	Additional Fence Installation	\$10,000.00		\$10,000.00		\$10,000.00	100.0%	
077	Trash Removal	\$14,061.27		\$14,061.27		\$14,061.27	100.0%	
Totals		\$199,081.27	\$174,470.00	\$24,611.27		\$199,081.27		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)		Woodbury County Law Enforcement Center Office Improvements						Application Number		13	
Application Period		7/31/2023-3/31/2024						Application Date			
A		B			C	D	E		F		
Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (from C)	Total Completed and Stored to Date (D + E)	% (F - D)	Balance to Finish (H - F)	
		Item Quantity	Units	Unit Price							Total Value (Gross)
	Base Bid										
002	7.0 m. Concrete Pavement (25th Street)	123.484	SF	\$6.50	\$802,686.16	123.48370	\$802,686.16		\$802,686.16	100.0%	
003	7.0 m. Concrete Pavement (Inner Drive)		SF	\$6.50							
004	7.0 m. Concrete Pavement (East Bound Turn Lane & Mid-American Driveways)	10.050	SF	\$6.50	\$65,325.00	10.05000	\$65,325.00		\$65,325.00	100.0%	
005	Plunge Stop	2.015	LF	\$6.00	\$12,090.00	2.01500	\$12,090.00		\$12,090.00	100.0%	
006	Pavement Markings	11.174	LF	\$4.00	\$44,696.00	11.17400	\$44,696.00		\$44,696.00	100.0%	
008	7.0 m. Concrete Pavement Replacement		SF	\$27.00							
009	6.0 m. Asphalt Pavement Replacement	82F	SF	\$6.85	\$5,651.25	82F00	\$5,651.25		\$5,651.25	100.0%	
010	Fence & Gate Replacement	50	LF	\$40.00	\$2,000.00	50.00	\$2,000.00		\$2,000.00	100.0%	
013	8-inch Df-14 4700 PVC Potable Water Main (Mid-American)	145	LF	\$115.00	\$16,675.00	145.00	\$16,675.00		\$16,675.00	100.0%	
014	10-inch DP-14 4500 PVC Potable Water Main	5450	LF	\$94.00	\$512,400.00	5450.00	\$512,400.00		\$512,400.00	100.0%	
015	8-inch Gate Valve (Mid-American)	2	EA	\$1,750.00	\$3,500.00	2.00	\$3,500.00		\$3,500.00	100.0%	
016	10-inch Butterfly Valve	3	EA	\$1,500.00	\$4,500.00	3.00	\$4,500.00		\$4,500.00	100.0%	
017	Air Release Valve	1	EA	\$15,750.00	\$15,750.00	1.00	\$15,750.00		\$15,750.00	100.0%	
018	Fire Hydrant	30	EA	\$3,000.00	\$90,000.00	30.00	\$90,000.00		\$90,000.00	100.0%	
019	Sanitary Sewer Manhole Box Adjustment		EA	\$2,300.00							
020	2-FT Concrete Curb and Gutter	7.834	LF	\$79.00	\$619,506.00	7.83400	\$619,506.00		\$619,506.00	100.0%	
021	2-FT Concrete Curb and Gutter - (East Bound Turn Lane & Mid-American Driveways)	275	LF	\$23.00	\$6,325.00	275.00	\$6,325.00		\$6,325.00	100.0%	
022	Earthwork (Cut)	3.774	CY	\$6.00	\$22,644.00	3.77300	\$22,644.00		\$22,644.00	100.0%	
023	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	4.532	CY	\$6.00	\$27,192.00	4.53150	\$27,192.00		\$27,192.00	100.0%	
024	Earthwork (Fill)	14.798	CY	\$8.00	\$118,384.00	14.79700	\$118,380.00		\$118,380.00	100.0%	
025	Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)	15	CY	\$10.00	\$150.00	15.00	\$150.00		\$150.00	100.0%	
026	8-inch Perforated Subsham	7.814	LF	\$6.50	\$50,921.00	7.81400	\$50,921.00		\$50,921.00	100.0%	
027	15-inch RCP Storm Pipe	980	LF	\$44.00	\$43,120.00	980.00	\$43,120.00		\$43,120.00	100.0%	
028	15-inch RCP Flared End Section with Rip Rap Outlet Protection	1	EA	\$1,300.00	\$1,300.00	1.00	\$1,300.00		\$1,300.00	100.0%	
029	18-inch RCP Storm Pipe		LF	\$49.00							
030	18-inch RCP Flared End Section with Rip Rap Outlet Protection		EA	\$1,975.00							
031	24-inch RCP Storm Pipe	30	LF	\$70.00	\$2,100.00	30.00	\$2,100.00		\$2,100.00	100.0%	
032	Single Gate Intake (SW-501)	9	EA	\$2,550.00	\$22,950.00	9.00	\$22,950.00		\$22,950.00	100.0%	
033	Single Gate Intake (SW-503)	1	EA	\$4,750.00	\$4,750.00	1.00	\$4,750.00		\$4,750.00	100.0%	
034	72-inch RCP Storm Pipe	356	LF	\$400.00	\$142,400.00	356.00	\$142,400.00		\$142,400.00	100.0%	
035	72-inch RCP Flared End Section with Rip Rap Outlet Protection	4	EA	\$6,550.00	\$26,200.00	4.00	\$26,200.00		\$26,200.00	100.0%	
036	8-inch SDR 26 PVC Gravity Sewer	228	LF	\$35.00	\$8,208.00	228.00	\$8,208.00		\$8,208.00	100.0%	
037	10-inch SDR 26 PVC Gravity Sewer	4,225	LF	\$38.00	\$160,550.00	4,225.00	\$160,550.00		\$160,550.00	100.0%	
038	10-inch SDR 26 PVC Gravity Sewer (Mid-American)	523	LF	\$38.00	\$19,874.00	523.00	\$19,874.00		\$19,874.00	100.0%	
039	44-1 Diameter Precast Standard Concrete Manhole	22	EA	\$2,350.00	\$51,700.00	22.00	\$51,700.00		\$51,700.00	100.0%	
040	44-1 Diameter Precast Standard Concrete Manhole (Mid-American)	2	EA	\$1,350.00	\$2,700.00	2.00	\$2,700.00		\$2,700.00	100.0%	
041	Fiber-Optic	4,270	LF	\$27.75	\$118,492.50	4,270.00	\$118,492.50		\$118,492.50	100.0%	
042	Fiber-Optic (City of Sioux City)	2,365	LF	\$25.00	\$59,125.00	2,365.00	\$59,125.00		\$59,125.00	100.0%	
043	Fiber-Optic Handhole	5	EA	\$2,800.00	\$14,000.00	5.00	\$14,000.00		\$14,000.00	100.0%	
044	Fiber-Optic Handhole (City of Sioux City)	4	EA	\$2,800.00	\$11,200.00	4.00	\$11,200.00		\$11,200.00	100.0%	
047	Cleanup and Restoration	9.3	AC	\$1,500.00	\$13,950.00	9.30	\$13,950.00		\$13,950.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)		Woodbury County Law Enforcement Center Offsite Improvements		Application Number		11					
Application Period		7/31/2023-3/31/2024		Application Date							
A				B	C	D	E				
Item				Contract Information		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Moved to Date (D - E)	% (F / B)	Balance to Finish (B - F)
Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (B)						
048	Final Seed, Fertilizer, and Mulch	9.3	AC	\$2,800.00	\$26,040.00	9.30	\$26,040.00		\$26,040.00	100.0%	
051	36-inch RCP Storm Pipe	365	LF	59.400	\$37,130.00	365.00	\$37,130.00		\$37,130.00	100.0%	
052	36-inch RCP Storm Pipe	467	LF	51.020	\$47,634.00	467.00	\$47,634.00		\$47,634.00	100.0%	
053	36-inch RCP 30' Hand		EA	\$4,200.00							
054	36-inch x 72-inch RCP Tee	1	EA	\$7,630.00	\$7,630.00	1.00	\$7,630.00		\$7,630.00	100.0%	
055	16-inch I.D. Circular Single Grate Intake (SW-502)	4	EA	\$6,700.00	\$26,800.00	4.00	\$26,800.00		\$26,800.00	100.0%	
056	Pavement Removals	40,310	SF	\$1.20	\$48,372.00	40,310.00	\$48,372.00		\$48,372.00	100.0%	
057	9.0 m. Concrete Pavement (Outer Drive)	21,870	SF	\$10.34	\$227,404.50	21,870.00	\$227,404.50		\$227,404.50	100.0%	
058	Apron Footings	4	EA	\$4,000.00	\$16,000.00	4.00	\$16,000.00		\$16,000.00	100.0%	
059	Outer Drive Intake Modification	1	EA	\$1,650.00	\$1,650.00	1.00	\$1,650.00		\$1,650.00	100.0%	
060	Fire Hydrant Relocation	1	EA	\$3,670.00	\$3,670.00	1.00	\$3,670.00		\$3,670.00	100.0%	
061	Pavement Striping Renewal	3	LS	\$6,315.00	\$6,315.00	3.00	\$6,315.00		\$6,315.00	100.0%	
062	Immovable Soil Earthwork	63	SF	\$12.00	\$756.00	63.00	\$756.00		\$756.00	100.0%	
063	General Soil Stabilization	1,700	SF	\$1.90	\$3,230.00	1,700.00	\$3,230.00		\$3,230.00	100.0%	
064	Branch of Modified Subbase	1,700	SF	\$4.20	\$7,140.00	1,700.00	\$7,140.00		\$7,140.00	100.0%	
065	Pavement Renewal (Driveways)	850	SF	\$1.70	\$1,445.00	850.00	\$1,445.00		\$1,445.00	100.0%	
066	7.0 m. Concrete Pavement (Driveways)	2,130	SF	\$16.90	\$35,997.00	2,130.00	\$35,997.00		\$35,997.00	100.0%	
067	Earthwork (Fill) (Driveways)	160	CY	\$12.00	\$1,920.00	160.00	\$1,920.00		\$1,920.00	100.0%	
068	Modified Sub-Base (Driveways)	42	CY	\$70.00	\$2,940.00	42.00	\$2,940.00		\$2,940.00	100.0%	
069	Curb Placement	20	LF	\$20.00	\$400.00	20.00	\$400.00		\$400.00	100.0%	
070	Curb Guard	75	LF	\$22.00	\$1,650.00	75.00	\$1,650.00		\$1,650.00	100.0%	
071	Gate & Gate Relocation	120	LF	\$40.00	\$4,800.00	120.00	\$4,800.00		\$4,800.00	100.0%	
072	1.5 m. Temporary Asphalt Surfacing	20	TH	\$298.00	\$5,960.00	20.00	\$5,960.00		\$5,960.00	100.0%	
073	Temporary Asphalt Curb	10	LF	\$4,600.00	\$46,000.00	10.00	\$46,000.00		\$46,000.00	100.0%	
074	12-inch Gate Valve	1	EA	\$4,250.00	\$4,250.00	1.00	\$4,250.00		\$4,250.00	100.0%	
Totals					\$2,980,094.92		\$2,980,094.92		\$2,980,094.92	100.0%	

Stored Material Summary

Contractor's Application

For (Contract):		Woodbury County Law Enforcement Center Offsite Improvements						Application Number:		13	
Application Period:		7/31/2023-3/31/2024						Application Date:			
Bid Item No	Supplier Invoice No	Submittal No (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
					Date Placed into Storage (Month/Year)	Amount (\$)			Incorporated in Work Date (Month/Year)	Amount (\$)	
41	213S120-01			Fiber-Optic	2/2022		\$10,619.40	\$10,619.40	9/2022	\$10,619.40	
42	213S120-02			Fiber-Optic (City of Sioux City)	2/2022		\$10,619.39	\$10,619.39	9/2022	\$10,619.39	
43	213S120-03			Fiber-Optic Handhole	2/2022		\$2,240.00	\$2,240.00	9/2022	\$2,240.00	
44	213S120-04			Fiber-Optic Handhole (City of Sioux City)	2/2022		\$1,037.51	\$1,037.51	9/2022	\$1,037.51	
Totals							\$24,516.30	\$24,516.30		\$24,516.30	

EJCDC

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

License Agreement

Before you use this EJCDC document:

1. **Read this License Agreement in its entirety.** As purchaser, you agree to comply with and are bound by the License Agreement's terms, conditions, and instructions when you use the attached EJCDC document. **Commencement of use of the attached document indicates your acceptance of these terms, conditions, and instructions.** If you do not agree to them, you should promptly return the materials to the vendor.
2. **This License Agreement applies to the attached document only. Other licensing terms and instructions may apply to other EJCDC documents.**
3. The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents (including but not limited to the EJCDC document that is attached, and all other documents in the EJCDC Construction Series, Engineering Series, Design-Build Series, Remediation Series, Procurement Series, and Narrative Series)** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents.**
4. You acknowledge that you understand that the text of the **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.
5. Make sure that you have the correct word processing software for the attached EJCDC document, which is distributed in Microsoft Word (.doc) format (or, in the case of EJCDC® C-620, Contractor's Application for Payment, in Microsoft Excel).
6. EJCDC allows the end user wide discretion in using and editing the attached document, subject to the provisions of the License Agreement. You are advised, however, that EJCDC documents contain numeric and other cross-references, and that changes to one part of the document may affect other parts. It is solely your responsibility to assure the adequacy and consistency of the final document for your purposes.

How to Use This Document:

1. Although EJCDC has made reasonable efforts to achieve uniformity of formatting, some document controls (e.g., bold, underline, font size, indentation, numbering, pagination, table of contents) may be affected by software versioning and translators, user settings, changes during editing, and other factors, and may require user intervention to restore intended format and appearance.
2. The attached document is a form that is intended to be revised and modified to meet the project-specific needs of each use or application of the document. For the attached EJCDC document, it is **not** necessary to show changes to the text, through "Track Changes," redline/strikeout, highlighting, or other means. Users may choose to retain the attribution to EJCDC and its supporting organizations, such as document numbers, footers, and logos; or the user may delete these items, at user's option. Both approaches are permitted. In other situations, the user may use only selected clauses from the document (for example, for inclusion in a different contract form). This is a permitted use. Note that under the terms of the License Agreement below, EJCDC reserves all rights to the content of the document, but allows use without copyright attribution.
3. The attached EJCDC document may contain "Notes to User," bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process.
4. The License Agreement typically is removed when a document is being prepared for use on a specific project. The terms of the License Agreement remain in effect regardless of whether it has been removed or remains attached to the document.

Limited License:

As purchaser, you have a limited nonexclusive license to:

1. Use the attached EJCDC document on any number of machines owned, leased, or rented by your company or organization.
2. Use the attached EJCDC document for bona fide contractual and project purposes. Such purposes

expressly include controlled distribution to bona fide bidders and proposers, either through direct transmittal

on the ejcdc.org website or the websites of the National Society of Professional Engineers, American Council of

bidders and proposers, either through direct transmission in printed or electronic format or posting on a website or other electronic distribution point to which access is limited to bona fide bidders and proposers or others having direct interest in the contract or project. In the case of administrative forms to be used by other project participants, you may make this EJCDC document available for use by such other participants. For example, a project owner that has purchased EJCDC® C-620, Contractor's Application for Payment, may make such form available to the construction contractor for its use in applying for progress payments.

3. Copy the attached EJCDC document into any machine-readable or printed form for backup or modification purposes in support of your use of the document.

You further agree:

1. To comply with all terms, conditions, and instructions in this License Agreement.
2. That all proprietary and intellectual property rights in the attached EJCDC document and all other EJCDC Design and Construction Related Documents are and shall remain the property of EJCDC and its sponsoring organizations.
3. It is not necessary to include copyright notices when using the attached form.
4. To not use, copy, modify, or transfer the attached EJCDC document or any other EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of the attached EJCDC document, or any other EJCDC Design and Construction Related Document, in printed or machine-readable format for resale, and any resale of this document in any format, are expressly prohibited. Making the attached EJCDC document or any other EJCDC Design and Construction Related Document, in whole or in part, available or accessible on an uncontrolled, public-access website or other uncontrolled electronic distribution point—in any format whatever, whether with or without watermarks, as a Microsoft Word document or in portable document format (PDF)—is expressly prohibited.
5. As an EJCDC limited licensee you may seek advance written permission from the EJCDC Copyright Administrator to use the attached EJCDC document for educational purposes, subject to terms and conditions to be established by the Copyright Administrator for the specific educational use.

Term:

This license is effective for three years after date of purchase, or six years after the last day of the year of issuance for the attached document (shown in the copyright notice), whichever occurs later, and shall terminate at that time, unless earlier terminated as provided herein, or unless EJCDC extends the term of this license to you, in writing, or publishes

2. if EJCDC's selling agent is unable to deliver a replacement CD which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

As purchaser, you assume full responsibility for determining

SOCIETY OF PROFESSIONAL ENGINEERS, AMERICAN SOCIETY OF Engineering Companies, and American Society of Civil Engineers, an applicable extension of the term of license for a certain period of time for bona fide contractual and project or other authorized uses. You agree upon termination to destroy the attached EJCDC Design and Construction Related Document along with all copies, modifications and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects).

EJCDC reserves the right during the term of this agreement to provide access to the purchased document through alternative means, based on improvements or changes in technology, or to transition the document to secure document platforms or other formats, while maintaining user's access privileges.

EJCDC from time to time publishes new, updated editions of the EJCDC Design and Construction Related Documents. EJCDC highly recommends the use of the most current editions of its documents. EJCDC may, at its sole discretion, withdraw from authorized use any document that has been subsequently updated and for which the license has expired.

You may terminate the license at any time by destroying the attached EJCDC document together with all copies, modifications and merged portions in any form (except those copies already in actual project or contract use, or maintained in files or records of completed projects). It will also terminate upon conditions set forth elsewhere in this License Agreement or if you fail to comply with any term or condition of this License Agreement.

Limited Warranty:

If EJCDC has distributed this document on a compact disc, then EJCDC warrants the CD on which this document is furnished to be free from physical defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in EJCDC Design and Construction Related Documents will meet your requirements or that the operation of EJCDC Design and Construction Related Documents will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of the CD (if any) distributed by EJCDC, containing this document, provided such CD does not meet EJCDC's "Limited Warranty" and is returned to EJCDC's selling agent with a copy of your receipt, or

Information regarding the content of the attached EJCDC document and other EJCDC Design and Construction Related Documents may be obtained at ejcdc.org or from the following EJCDC sponsoring organizations:

the suitability of this document to your purposes, and for the application and use of this document for contractual or project purposes. To the fullest extent permitted by law, in no event will EJCDC, its sponsoring organizations, its committee members, attorneys, consultants, authorized vendors, or advisors, or their respective staff members, employees, agents, or contractors, be liable to you or any other party for any damages, including any lost profits, lost savings, contractual liabilities, disappointed commercial expectations, economic loss, or other direct, incidental, or consequential damages arising out of the content, unenforceability, insufficiency, inadequacy, use or inability to use the attached EJCDC document or any other EJCDC Design and Construction Related Documents, even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so portions of the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this License Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void. If you transfer or purport to transfer such rights, duties, or obligations to another party, your license is automatically terminated.

This License Agreement shall be governed by the laws of the State of Virginia. If you have any questions concerning this License Agreement, or any requests or inquiries regarding the EJCDC copyright, you may contact EJCDC by writing to:

EJCDC Copyright Administrator
c/o National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314
Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this License Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the License Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this License Agreement.

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, D.C. 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. #5
 County Woodbury
 Project Woodbury County LEC Offsite Improvements
 Job No. 00-278

Sioux City Engineering Company Contractor

You are hereby directed to make the following changes from the contract

1. Description and reason for change (attach supplemental sheets if required):
Quantity Adjustments
2. Estimate of cost of work affected by this change order:

A	B	C	D	E	F	G	H	I
Est. Line No.	Contract Item No.	Item Description	Units	Units Previously Provided For	Units to be Constructed	Units Increased or Decreased	Contract or Agreed Unit Price	Amount of Increase or Decrease
1	16	16-inch Butterfly Valve	EA	4	3	(1)	\$ 4,500.00	\$ (4,500.00)
2	45	Gas Main Extension	LS	1	0	(1)	\$ 28,343.00	\$ (28,343.00)
3	52	36-inch RPC Storm Pipe	LF	475	467	(8)	\$ 102.00	\$ (816.00)
4	53	36-inch RCP Bend	EA	2	0	(2)	\$ 4,200.00	\$ (8,400.00)
							Total	\$ (42,059.00)

3. Settlement for cost of the above change to be made at Contract Unit Prices except as noted:

1. CONTRACT AMOUNT	\$ 2,689,603.50
2. INCREASE THIS ORDER	\$ (42,059.00)
3. INCREASE PREVIOUS	\$ 531,631.69
4. TOTAL INCREASE TO DATE	\$ 489,572.69
5. TOTAL	\$ 3,179,176.19

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and be any previous Change Orders, shall apply thereto.

Engineer Approval:

Toth and Associates, Inc.

By (Printed) Matt Miller, PE
 Signature *Matt Miller*
 Date 4/17/2024

Contractor Approval:

Sioux City Engineering Company

By (Printed) Janet Vavra
 Signature *Janet Vavra*
 Date 4/16/24

County Approvals:

Woodbury County Board of Supervisors

By (Printed) _____
 Signature _____

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. #4
 County Woodbury
 Project Woodbury County LEC Offsite Improvements
 Job No. 00-278

Sioux City Engineering Company Contractor

You are hereby directed to make the following changes from the contract

1. Description and reason for change (attach supplemental sheets if required):
 Installation of 1.5-inch of Temporary Asphalt Pavement and Asphalt Curb at the LEC Entrance.
 Additional Fence Installation & Trash Removal
 Quantity Adjustments

2. Estimate of cost of work affected by this change order:

A	B	C	D	E	F	G	H	I
Est. Line No.	Contract Item No.	Item Description	Units	Units Previously Provided For	Units to be Constructed	Units Increased or Decreased	Contract or Agreed Unit Price	Amount of Increase or Decrease
1	2	7.0 in. Concrete Pavement (28th Street)	SF	106,052	123,484	17,432	\$ 6.80	\$ 118,535.56
2	6	Pavement Markings	LF	7,310	11,174	3,864	\$ 1.00	\$ 3,864.00
3	20	2-ft Concrete Curb and Gutter	LF	7,291	7,834	543	\$ 9.00	\$ 4,887.00
4	21	Earthwork (Cut)	CY	2,565	3,774	1,209	\$ 6.00	\$ 7,251.60
5	22	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	CY	4,275	4,532	257	\$ 6.00	\$ 1,539.00
6	24	Earthwork (Fill)	CY	14,160	14,798	638	\$ 8.00	\$ 5,100.80
7	26	6-inch Perforated Subdrain	LF	7,291	7,834	543	\$ 6.50	\$ 3,529.50
8	27	15-inch RCP Storm Pipe	LF	970	989	19	\$ 44.00	\$ 836.00
9	34	72-inch RCP Storm Pipe	LF	325	356	31	\$ 400.00	\$ 12,400.00
10	36	8-inch SDR 26 PVC Gravity Sewer	LF	210	228	18	\$ 36.00	\$ 648.00
11	37	10-inch SDR 26 PVC Gravity Sewer	LF	4,205	4,225	20	\$ 38.00	\$ 760.00
12	47	Cleanup and Restoration	AC	8	9.3	1	\$ 1,500.00	\$ 1,950.00
13	48	Final Seed, Fertilizer, and Mulch	AC	8	9.3	1	\$ 2,800.00	\$ 3,640.00
14	57	9.0 In. Concrete Pavement (Outer Drive)	SF	22,078	24,870	2,792	\$ 10.35	\$ 28,897.20
15	66	7.0 In. Concrete Pavement (Driveways)	SF	1,092	2,130	1,038	\$ 6.90	\$ 7,161.51
16	73	1.5 in. Temporary Asphalt Surfacing	TN	0	20	20	\$ 298.10	\$ 5,962.00
17	74	Sawcut 28th Street Pavement for Temporary Curb Installation	LS	0	1	1	\$ 550.00	\$ 550.00
18	75	Temporary Asphalt Curb	LF	0	69	69	\$ 24.20	\$ 1,669.80
19	76	Additional Fence Installation	LS	0	1	1	\$ 10,000.00	\$ 10,000.00
20	77	Trash Removal	LS	0	1	1	\$ 14,061.27	\$ 14,061.27
21	78	12-inch Gate Valve	EA	0	1	1	\$ 4,250.00	\$ 4,250.00
Total								\$ 237,493.24

3. Settlement for cost of the above change to be made at Contract Unit Prices except as noted:

1. CONTRACT AMOUNT	\$	2,689,603.50
2. INCREASE THIS ORDER	\$	237,493.24
3. INCREASE PREVIOUS	\$	294,138.45
4. TOTAL INCREASE TO DATE	\$	531,631.69
5. TOTAL	\$	3,221,235.19

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and be any previous Change Orders, shall apply thereto:

Engineer Approval:

Toth and Associates, Inc.

By (Printed) Matt Miller, PE

Signature *Matt Miller*

Date 4/17/2024

Contractor Approval:

Sioux City Engineering Company

By (Printed) Janet Vavra

Signature *Janet Vavra*

Date 4/16/24

County Approvals:

Woodbury County Board of Supervisors

By (Printed) _____

Signature _____

Date _____

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

Date: 7/27/2022 Weekly Agenda Date: August 2nd, 2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz/ Toth Engineering / Baker Group

WORDING FOR AGENDA ITEM:

28th Street Paving Project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Sioux City Engineering Company 28th Street Project Contract Change Order #2- necessary to address various adjustments relating to 28th Street, Outerbelt Drive connection, and turn lane installation.

BACKGROUND:

Change Order #2 (attached) includes detailed line items. It is important to understand that the bid contracted amount for a street project is based on an engineering firm's best estimated cost. The contracts stipulate line item/ quantity costs for additional work and/ or materials- specifically identified in that manner to address anticipated unknown's that can't be assumed at the time of bid.

FINANCIAL IMPACT:

Sioux City Engineering Company Original Contract Sum = \$2,689,603.50 (City Contribution \$2.8M)
C/O #2 (28th Street Changes) = \$190,113.65
C/O #1 (Approved 7/26/2022- City Requested Future Development Improvements) = (\$76,955.00)
Sioux City Engineering Company Total Contract To Date = \$2,956,672.15

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

Yes No

RECOMMENDATION:

Motion to approve Sioux City Engineering Company 28th Street Paving Project Contract Change Order #2.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Sioux City Engineering Company 28th Street Paving Project Contract Change Order #2 in the amount of \$190,113.65

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. #2

Sioux City Engineering Company Contractor
 You are hereby directed to make the following changes from the contract

County Woodbury
 Project Woodbury County LEC
 Office Improvements
 Job No. 00-278

1. Description and reason for change (attach supplemental sheets if required):
 Pavement removals, 9-inch pavement for Outer Drive, Outer Drive shoulder widening, apron footings, and quantity adjustments.

2. Estimate of cost of work affected by this change order:

A	B	C	D	E	F	G	H	I
Est. Line No.	Contract Item No.	Item Description	Units	Units Previously Provided For	Units to be Constructed	Units Increased or Decreased	Contract or Agreed Unit Price	Amount of Increase or Decrease
1	56	Pavement Removals	SF	0	40,310	40,310	\$ 1.20	\$ 48,372.00
2	2	7.0 in. Concrete Pavement (28th Street)	SF	104,060	106,052	1,992	\$ 6.80	\$ 13,545.60
3	57	9.0 in. Concrete Pavement (Outer Drive)	SF	0	22,078	22,078	\$ 10.35	\$ 228,507.30
4	3	7.0 in Concrete Pavement (Outer Drive)	SF	15,070	0	(15,070)	\$ 6.90	\$ (103,983.00)
5	8	7.0 in. Concrete Pavement Replacement	SF	365	0	(365)	\$ 27.00	\$ (9,855.00)
6	9	6.0 in. Asphalt Pavement Replacement	SF	4,160	825	(3,335)	\$ 6.85	\$ (22,844.75)
7	19	Sanitary Sewer Manhole Rim Adjustment	EA	1	0	(1)	\$ 2,300.00	\$ (2,300.00)
8	20	2-FT Concrete Curb and Gutter	LF	7,360	7,291	(69)	\$ 9.00	\$ (621.00)
9	22	Earthwork (Cut)	CY	3,560	2,565	(995)	\$ 6.00	\$ (5,970.00)
10	24	Earthwork (Fill)	CY	13,960	14,160	200	\$ 8.00	\$ 1,600.00
11	26	6-inch Perforated Subdrain	LF	7,360	7,291	(69)	\$ 6.50	\$ (448.50)
12	39	4-FT Diameter Precast Standard Concrete Manhole	EA	21	22	1	\$ 5,350.00	\$ 5,350.00
13	58	Apron Footings	EA	0	4	4	\$ 4,000.00	\$ 16,000.00
14	59	Outer Drive Intake Modification	EA	0	1	1	\$ 1,650.00	\$ 1,650.00
15	60	Fire Hydrant Relocation	EA	0	1	1	\$ 3,670.00	\$ 3,670.00
16	61	Pavement Striping Removal	LS	0	1	1	\$ 6,315.00	\$ 6,315.00
17	62	Unsuitable Soil Earthwork	SF	0	63	63	\$ 12.00	\$ 756.00
18	63	Geogrid Soil Stabilization	SF	0	1,700	1,700	\$ 1.90	\$ 3,230.00
19	64	18-Inch of Modified Subbase	SF	0	1,700	1,700	\$ 4.20	\$ 7,140.00
Total							\$	190,113.65

3. Settlement for cost of the above change to be made at Contract Unit Prices except as noted:

1. CONTRACT AMOUNT	\$ 2,689,603.50
2. INCREASE THIS ORDER	\$ 190,113.65
3. INCREASE PREVIOUS	\$ 76,955.00
4. TOTAL INCREASE TO DATE	\$ 267,068.65
5. TOTAL	\$ 2,956,672.15

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and be any previous Change Orders, shall apply thereto:

Engineer Approval:

Toth and Associates, Inc.

By (Printed) Matt Miller, PE

Signature *Matt Miller*

Date 7/25/2022

Contractor Approval:

Sioux City Engineering Company

By (Printed) Janet Vavra

Signature *Janet Vavra*

Date 7/25/22

County Approvals:

Woodbury County Board of Supervisors

By (Printed) _____

Signature _____

Date _____

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

Date: 8/10/2022 Weekly Agenda Date: August 16th, 2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz/Toth Engineering/ Baker Group

WORDING FOR AGENDA ITEM:

28th Street Paving Project

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:

Sioux City Engineering Company 28th Street Project Contract Change Order #3- necessary to address various adjustments relating to 28th Street land owner drive entrances

BACKGROUND:

Change Order #3 (attached) includes detailed line items and adjustments necessary and related to three adjacent properties/ land-owner driveway entrances. Changes are required to comply with SUDAS requirements and property owner needs. A meeting was held on 8/09/2022 with property owners to discuss how original property access changed and how new design would impact their operations.

FINANCIAL IMPACT:

Sioux City Engineering Company Original Contract Sum = \$2,689,603.50 (City Contribution \$2.8M)
C/O #3 28th St. Driveways & Outerbelt Rip-Rap = \$27,069.80
C/O #2 (28th St. Changes) = \$190,113.65
C/O #1 (Approved 7/26/2022- City Requested Improvements) = (\$76,955.00)
SCE Total Contract To Date = \$2,983,741.95

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

Yes No

RECOMMENDATION:

Motion to approve Sioux City Engineering Company 28th Street Paving Project Contract Change Order #3.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Sioux City Engineering Company 28th Street Paving Project Contract Change Order #3.

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. #3
 County Woodbury
 Project Woodbury County LEC
Offsite Improvements
 Job No. 00-278

Sioux City Engineering Company Contractor

You are hereby directed to make the following changes from the contract

1. Description and reason for change (attach supplemental sheets if required):
 Rip-Rap Slope Stabilization on Outer Drive & Revised Drive Entrances on 28th Street

2. Estimate of cost of work affected by this change order:

A	B	C	D	E	F	G	H	I
Est. Line No.	Contract Item No.	Item Description	Units	Units Previously Provided For	Units to be Constructed	Units Increased or Decreased	Contract or Agreed Unit Price	Amount of Increase or Decrease
1	65	Pavement Removal (Driveways)	SF	0	850	850	\$ 1.70	\$ 1,445.00
2	66	7.0 in. Concrete Pavement (Driveways)	SF	0	1,092	1,092	\$ 6.90	\$ 7,534.80
3	67	Earthwork (Fill) (Driveways)	CY	0	160	160	\$ 12.00	\$ 1,920.00
4	68	Modified Sub-base (Driveways)	CY	0	42	42	\$ 70.00	\$ 2,940.00
5	69	Curb Replacement	LF	0	20	20	\$ 23.00	\$ 460.00
6	70	Curb Grind	LF	0	75	75	\$ 22.00	\$ 1,650.00
7	71	Fence & Gate Relocation	LF	0	120	120	\$ 40.00	\$ 4,800.00
8	72	Grouted Rip-Rap Slope Stabilization	LS	0	1	1	\$ 6,320.00	\$ 6,320.00
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
							Total	\$ 27,069.80

3. Settlement for cost of the above change to be made at Contract Unit Prices except as noted:

1. CONTRACT AMOUNT	\$ 2,689,603.50
2. INCREASE THIS ORDER	\$ 27,069.80
3. INCREASE PREVIOUS	\$ 267,068.65
4. TOTAL INCREASE TO DATE	\$ 294,138.45
5. TOTAL	\$ 2,983,741.95

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and be any previous Change Orders, shall apply thereto:

Engineer Approval:

Toth and Associates, Inc.

By (Printed) Matt Miller, PE

Signature *Matt Miller*

Date 8/11/2022

Contractor Approval:

Sioux City Engineering Company

By (Printed) Janet Vavra

Signature *Janet Vavra*

Date 8/12/22

County Approvals:

Woodbury County Board of Supervisors

By (Printed) _____

Signature _____

Date _____

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

Date: 7/21/2022 Weekly Agenda Date: 7/26/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

28th Street County/ City Letter of Understanding

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

LOU is necessary to address 28th Street construction project change order improvements required to meet City of Sioux City's additional anticipated developments along 28th Street.

BACKGROUND:

6/02/2020- Board Of Supervisors Approves 28th Street Project 28E Agreement for the Developmental Services with the City of Sioux City

FINANCIAL IMPACT:

LOU- Change Order #1= \$76,955.00

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

Yes No

RECOMMENDATION:

Motion to approve Letter of Understanding

ACTION REQUIRED / PROPOSED MOTION:

Motion to Approve Letter of Understanding dated July 11th, 2022



July 11, 2022

Woodbury County Board of Supervisors
620 Douglas Street, Room 104
Sioux City, Iowa 51102

Sioux City City Council
405 6th Street, PO Box 447
Sioux City, Iowa 51102

RE: Letter of Understanding - additional 28th St. improvements

Dear Chairperson Radig:

The City of Sioux City ("City") and Woodbury County ("County"), Iowa are important partners in our mutual efforts to work together in the spirit of cooperation in developing each other's interests in meeting the greater public good.

On June 8, 2020 the County and the City entered into a 28E Agreement governing the development of real estate located in the vicinity of 3701 28th Street, Sioux City, Iowa, for the proposed Woodbury County Jail Site Improvements Project. Among other things, the 28E agreement provided for construction of offsite improvements along 28th Street necessary for the Woodbury County Jail Site Improvements Project. Due to additional anticipated development along 28th Street, City has requested that certain additional items be included in the bidding documents for the 28th Street improvements.

This letter is to serve as a "Letter of Understanding" to establish the additional commitments made by each party regarding the construction of the improvements along 28th Street to ensure that both parties are proceeding according to a mutually-agreed set of expectations to avoid any miscommunication.

Under the terms of this Letter of Understanding, the County agrees to the following:

1. The County agrees to include the additional items set forth below in the project for the construction of 28th Street improvements (Woodbury County Law Enforcement Center Offsite Improvements).

Under the terms of this Letter of Understanding, the City agrees to the following:

1. The City shall pay all costs associated with adding the following items to the 28th Street improvement project (Woodbury County Law Enforcement Center Offsite Improvements):
 - a. LINE 004 - 7.0 in. Concrete Pavement (East Bound Turn Lane & Mid-American Driveways)
 - b. LINE 013 - 8-inch DR-14, C900 PVC Potable Water Main (Mid-American)
 - c. LINE 015 - 8-inch Gate Valve (Mid-American)
 - d. LINE 021 - 2-FT Concrete Curb and Gutter - (East Bound Turn Lane & Mid-American Driveways)
 - e. LINE 023 - Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)
 - f. LINE 025 - Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)
 - g. LINE 038 - 10" SDR 26 PVC Gravity Sewer (Mid-American)
 - h. LINE 040 - 4-FT Diameter Precast Standard Concrete Manhole (Mid-American)
 - i. LINE 042 - Fiber-Optic (City of Sioux City)
 - j. LINE 044 - Fiber-Optic Handhole (City of Sioux City)
 - k. LINE 102 - 14" x 23" Elliptical RCP Storm Pipe (Mid-American)
 - l. LINE 103 - 14" x 23" Elliptical RCP Flared End Section with Rip Rap Outlet Protection (Mid-American)
 - m. LINE 107 - Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)

n. LINE 109 - Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)

o. LINE 303 - 6.0 in. Asphalt Pavement (East Bound Turn Lane and Mid-American Driveways)

2. The units and quantities for these additional items requested by City are set forth in **Addendum #2** which is attached hereto and by this reference incorporated herein.
3. Items k. through o. above are bid alternatives and will be included in the final contract for the project only if mutually agreeable to the parties after the bids are received.
4. The City shall pay all costs associated with **Change Order #1** which is attached hereto and by this reference incorporated herein.



Robert E. Scott
Mayor
City of Sioux City

Chairperson
Woodbury County Board of Supervisors

Attachments:

Addendum #2- Contract Attachment: Bid Items, Quantities, and Prices for Woodbury County Law Enforcement Center Offsite Improvements Project

Change Order #1

**ADDENDUM #2
CONTRACT ATTACHMENT:
BID ITEMS, QUANTITIES, AND PRICES FOR**

Woodbury County Law Enforcement Center Offsite Improvements Project

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS BID SUBMITTED IN ACCORDANCE WITH INSTRUCTIONS TO BIDDERS, NOTICE OF TAKING BIDS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE COUNTY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY PERCENT (20%) OR LESS OF THE AMOUNT BID SHALL NOT AFFECT THE UNIT BID PRICE.

BASE BID					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
001	Mobilization, Demobilization, & Bonding	LS	1	\$	\$
002	7.0 in. Concrete Pavement (28th Street)	SF	104,060	\$	\$
003	7.0 in. Concrete Pavement (Outer Drive)	SF	15,070	\$	\$
004	7.0 in. Concrete Pavement (East Bound Turn Lane & Mid-American Driveways)	SF	10,680	\$	\$
005	Rumple Strip	LF	2,015	\$	\$
006	Pavement Markings	LF	7,310	\$	\$
007	Signage	LS	1	\$	\$
008	7.0 in. Concrete Pavement Replacement	SF	365	\$	\$
009	6.0 in. Asphalt Pavement Replacement	SF	4,160	\$	\$
010	Fence & Gate Replacement	LF	90	\$	\$
011	Road Lighting	LS	4	\$ 0	\$ 0
012	Temporary Traffic Control	LS	1	\$	\$
013	8-inch DR-14, C900 PVC Potable Water Main (Mid-American)	LF	145	\$	\$
014	16-inch DR-14, C900 PVC Potable Water Main	LF	3,450	\$	\$

015	8-inch Gate Valve (Mid-American)	EA	2	\$	\$
016	16-inch Butterfly Valve	EA	4	\$	\$
017	Air Release Valve	EA	1	\$	\$
018	Fire Hydrant	EA	10	\$	\$
019	Sanitary Sewer Manhole Rim Adjustment	EA	1	\$	\$
020	2-FT Concrete Curb and Gutter	LF	7,360	\$	\$
021	2-FT Concrete Curb and Gutter - (East Bound Turn Lane & Mid-American Driveways)	LF	275	\$	\$
022	Earthwork (Cut)	CY	3,560	\$	\$
023	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	CY	4,275	\$	\$
024	Earthwork (Fill)	CY	13,960	\$	\$
025	Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)	CY	15	\$	\$
026	6-inch Perforated Subdrain	LF	7,360	\$	\$
027	15-inch RCP Storm Pipe	LF	1,355	\$	\$
028	15-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	1	\$	\$
029	18-inch RCP Storm Pipe	LF	460	\$	\$
030	18-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	1	\$	\$
031	24-inch RCP Storm Pipe	LF	30	\$	\$
032	Single Gate Intake (SW-501)	EA	13	\$	\$
033	Single Gate Intake (SW-503)	EA	1	\$	\$
034	72-inch RCP Storm Pipe	LF	325	\$	\$
035	72-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	4	\$	\$

036	8-inch SDR 26 PVC Gravity Sewer	LF	210	\$	\$
037	10-inch SDR 26 PVC Gravity Sewer	LF	4,205	\$	\$
038	10-inch SDR 26 PVC Gravity Sewer (Mid-American)	LF	525	\$	\$
039	4-FT Diameter Precast Standard Concrete Manhole	EA	21	\$	\$
040	4-FT Diameter Precast Standard Concrete Manhole (Mid-American)	EA	2	\$	\$
041	Fiber-Optic	LF	4,270	\$	\$
042	Fiber-Optic (City of Sioux City)	LF	2,305	\$	\$
043	Fiber-Optic Handhole	EA	5	\$	\$
044	Fiber-Optic Handhole (City of Sioux City)	EA	4	\$	\$
045	Gas Main Extension	LS	1	\$ 28,343.00	\$ 28,343.00
046	Temporary Erosion Control	LS	1	\$	\$
047	Cleanup and Restoration	AC	8.0	\$	\$
048	Final Seed, Fertilizer, and Mulch	AC	8.0	\$	\$
049	LEC Fire Service Connection	LS	1	\$	\$
050	LEC Water Service Connection	LS	1	\$	\$
BASE BID TOTAL CONSTRUCTION COST:					\$

BID ALTERNATE 1					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
101	Deduct the total of the following line items from the Base Bid: 020-033				\$
102	14" x 23" Elliptical RCP Storm Pipe (Mid-American)	LF	100	\$	\$

103	14" x 23" Elliptical RCP Flared End Section with Rip Rap Outlet Protection (Mid-American)	EA	2	\$	\$
104	18-inch RCP Storm Pipe	LF	42	\$	\$
105	18-inch RCP Flared End Section with Rip Rap Outlet Protection	EA	2	\$	\$
106	Earthwork (Cut)	CY	7.835	\$	\$
107	Earthwork (Cut) - (East Bound Turn Lane & Mid-American Driveways)	CY	980	\$	\$
108	Earthwork (Fill)	CY	10,535	\$	\$
109	Earthwork (Fill) - (East Bound Turn Lane & Mid-American Driveways)	CY	35	\$	\$
TOTAL BID ALT 1 CONSTRUCTION COST:					\$

BID ALTERNATE 2					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
201	2-inch Mill/Overlay	SF	68,340	\$	\$
TOTAL BID ALT 2 CONSTRUCTION COST:					\$

BID ALTERNATE 3					
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
301	Deduct the total of the following line items from the Base Bid: 002 & 004				\$
302	6.0 in. Asphalt Pavement	SF	104,060	\$	\$
303	6.0 in. Asphalt Pavement (East Bound Turn Lane and Mid-American Driveways)	SF	10,690	\$	\$
TOTAL BID ALT 3 CONSTRUCTION COST:					\$

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. #1

Sioux City Engineering Company Contractor

County Woodbury

You are hereby directed to make the following changes from the contract

Project Woodbury County LEC
Ditch Improvements

Job No 00-278

1. Description and reason for change (attach supplemental sheets if required):

2. Estimate of cost of work affected by this change order:

A	B	C	D	E	F	G	H	I
Est. Line No.	Contract Item No.	Item Description	Units	Units Previously Provided For	Units to be Constructed	Units Increased or Decreased	Contract or Agreed Unit Price	Amount of Increase or Decrease
1	27	15-inch RCP Storm Pipe	LF	1,355	970	(385)	\$ 44.00	\$ (16,940.00)
2	29	18-inch RCP Storm Pipe	LF	460	0	(460)	\$ 49.00	\$ (22,540.00)
3	30	18-inch RCP Flared End Section With Rip Rap Outlet Protection	EA	1	0	(1)	\$ 1,775.00	\$ (1,775.00)
4	32	Single Grate Intake (SW-501)	EA	13	9	(4)	\$ 2,550.00	\$ (10,200.00)
5	51	30-inch RCP Storm Pipe	LF	0	395	395	\$ 94.00	\$ 37,130.00
6	52	36-inch RCP Storm Pipe	LF	0	475	475	\$ 102.00	\$ 48,450.00
7	53	36-inch RCP 30' Bend	EA	0	2	2	\$ 4,200.00	\$ 8,400.00
8	54	36-inch x 72-inch RCP Tee	EA	0	1	1	\$ 7,630.00	\$ 7,630.00
9	55	60-inch I.D. Circular Single Grate Intake (SW-502)	EA	0	4	4	\$ 6,700.00	\$ 26,800.00
Total								\$ 76,955.00

3. Settlement for cost of the above change to be made at Contract Unit Prices except as noted:

1. CONTRACT AMOUNT	\$ 2,689,603.50
2. INCREASE THIS ORDER	\$ 76,955.00
3. INCREASE PREVIOUS	\$ -
4. TOTAL INCREASE TO DATE	\$ 76,955.00
5. TOTAL	\$ 2,766,558.50

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and be any previous Change Orders, shall apply thereto:

Engineer Approval:
Toth and Associates, Inc.

Contractor Approval:
Sioux City Engineering Company

By (Printed) Matt Miller, PE

By (Printed) Jason Sulzbach

Signature *Matt Miller*

Signature *Jason Sulzbach*

Date 12/10/2021

Date 1-5-2022

County Approvals:
Woodbury County Board of Supervisors

By (Printed) _____

Signature _____

Date _____

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

Date: 9/01/2021 Weekly Agenda Date: 9/07/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

28 Street Development Project (LEC Off-site Improvements)-
MidAmerican Energy Company - Main Gas Service Extension Installation

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Main gas line extension requires approval of MidAmerican proposal and payment distribution for the gas line extension to move forward.

BACKGROUND:

On 7/27/2021 the Board of Supervisors awarded the 28th Street Development contract but deferred "other expenditures" until a later date... after County/ City project adjustments and agreement is complete. That agreement is still not complete and its date of completion is unknown.

FINANCIAL IMPACT:

28th Street SC Engineering Contract = \$28,343.00
Other Expenditures = \$46,271.68
Total = \$74,614.68

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

Yes No

RECOMMENDATION:

Approve MidAmerican LEC Gas Service proposal for main service installation and expenditure.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve MidAmerican LEC Gas Service proposal main extension installation and expenditure

Kenny Schmitz

From: Smets, Jordan (MidAmerican) <Jordan.Smets@midamerican.com>
Sent: Friday, July 23, 2021 9:15 AM
To: Kenny Schmitz
Cc: Miller, Misty (MidAmerican)
Subject: Woodbury County Enforcement Campus - Gas Extension and Service
Attachments: Woodbury Co Enforcement Campus - Gas Proposal - 2877270 and 2900600.pdf;
Woodbury Co Enforcement - Proposed Route.pdf

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.**

Good Morning Mr. Schmitz:

Please see the attached proposal and proposed route for the gas main extension and service to serve the new Woodbury County Enforcement Campus on 28th St in Sioux City, IA.

If the proposal and design are satisfactory, please sign to return to me either with payment or email. Payments can be sent to the address below. Once both are received and the site is ready, we can release to operations for scheduling.

MidAmerican Energy
Attn: Jordan Smets – DMCC
PO Box 657
Des Moines, IA 50306

Let me know if you have any questions.

Thank you,

Jordan Smets

Customer Project Coordinator

Email: Jordan.Smets@midamerican.com

Office: 515.252.6565

MidAmerican Energy | 3500 104th Street | Urbandale, IA 50322



July 23, 2021

Woodbury County Building Services
Attn: Kenny Schmitz
401 8th St
Sioux City, IA 51101
kschmitz@woodburycountyiowa.gov

Reference: Install 1,360 feet of 6-inch gas main and 950 feet of 4-inch service to new Woodbury County Enforcement Campus on 28th St in Sioux City, IA.
WMIS: 2877270 and 2900600

Dear Mr. Schmitz:

The enclosed drawing shows MidAmerican Energy Company's proposal for providing gas to serve 23,200,000 BTU with one (1) meter at the above location. Upfront revenue credit in the amount of \$30,088.00 has been applied to this project. The remaining applicant charge for this installation is **\$74,614.68** (\$55,842.92 for the main extension and \$18,771.76 for the service) which is a Nonrefundable Contribution. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided. This proposal is based on the following terms:

MidAmerican Energy Company Proposes To:

1. Furnish and install gas service piping of the appropriate size to serve the above load.
2. Furnish and install applicable gas meter and header.
3. Supply required pressure at the meter.

The Applicant Agrees To:

1. Be responsible for all restoration.
2. Provide without cost to the Company such easements as are necessary for the installation and maintenance of Company's facilities on private property. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
3. Grade the service route to within four inches of final grade and clear the route of construction materials, obstructions, trees, etc. Extra costs for additional excavation beyond normal trenching operations, due to unforeseen underground obstructions, shall be paid by the applicant.
4. Permanently mark private fuel lines with metal tags or paint for each unit.
5. The gas riser bracket must be installed at final grade.
6. Furnish and install guard posts around the gas meter set (if needed).
7. Install the unistruts on the building wall as per the specifications noted on the meter set

drawing that will be provided from MidAmerican Energy.

8. Locate all underground facilities such as storm and sanitary sewer, septic lines, underground electric cable, communication cable, irrigation systems and water lines that are not located by members of One Call. MidAmerican Energy Company assumes no liability for private facilities not located.
9. Be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.
10. It is specifically understood and agreed Applicant must certify that all of the above requirements shall be met or this Agreement shall be deemed null and void.

If a customer makes a change to their facility that requires MidAmerican Energy Company to install protect posts around the existing gas meter/s, the customer will be responsible for the cost to install the posts.

If MidAmerican Energy Company is required to start construction of gas facilities during the winter season the work will be subject to an additional winter construction charge.

It is MidAmerican Energy Company's responsibility to see that the various utility companies' facilities are located before our construction. This includes electric, natural gas, telephone, cable television, and generally water. It is the owner's responsibility to see that any privately owned systems such as water systems, irrigation systems, drainpipes, septic lines and underground wiring are located before MidAmerican Energy Company's construction. MidAmerican Energy Company assumes no liability for private facilities that are not located.

MidAmerican Energy Company installed facilities will remain the property of MidAmerican Energy Company.

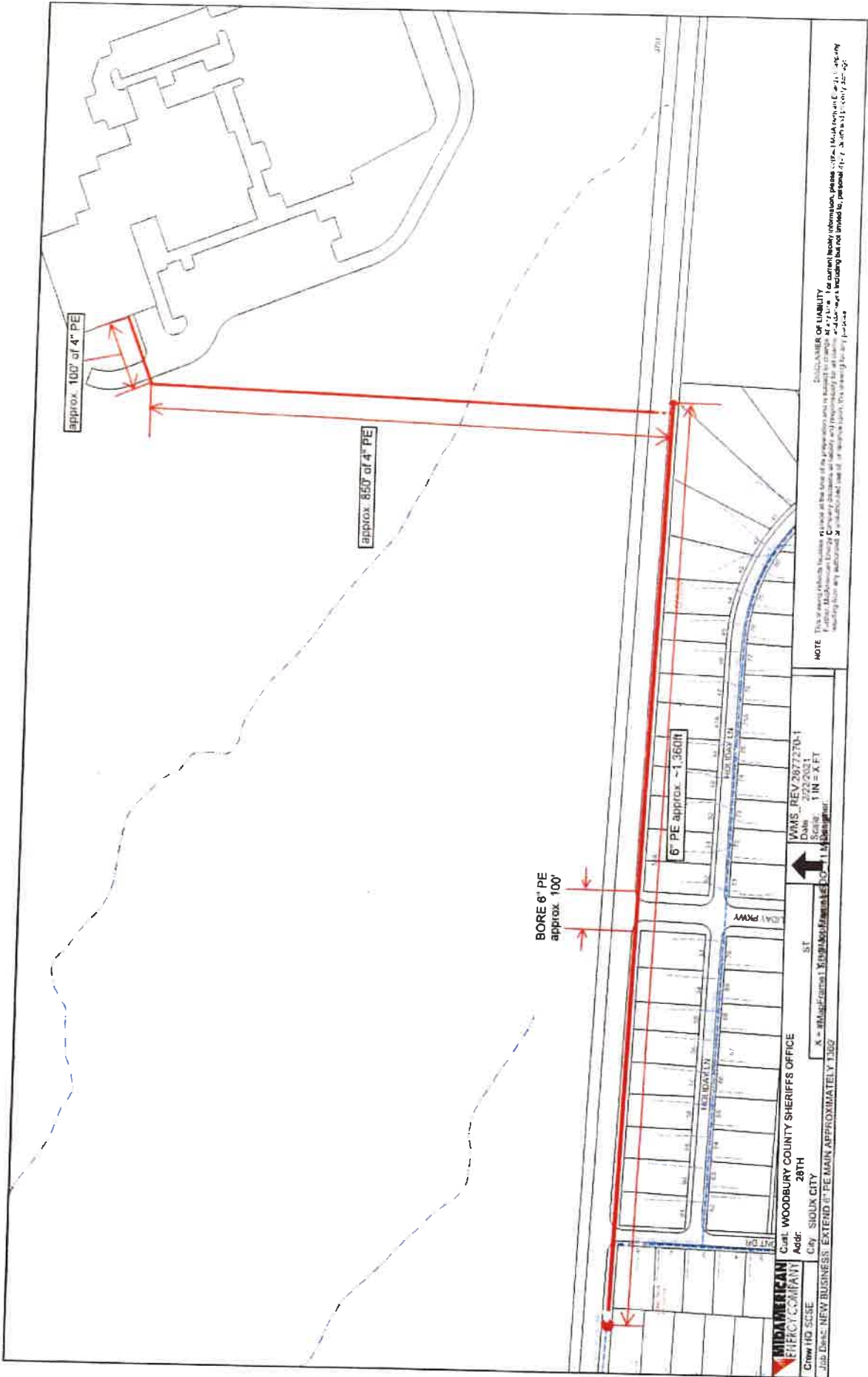
If this proposal is satisfactory, please sign and return one (1) copy of this letter to me. MidAmerican Energy Company will release the work for scheduling upon the receipt of a signed proposal, gas service facility application agreement, site readiness and payment of **\$74,614.68**. Please keep us advised of your plans so we may schedule our construction work at the appropriate time. Please contact me or Misty Miller at 712.233.4811 if you have any questions.

Sincerely,
MidAmerican Energy Company



Jordan Smets
Customer Project Coordinator
Enclosure: Design

Accepted By: _____ Date Service Required: _____



approx 100' of 4" PE

approx 850' of 4" PE

BORE 8" PE
approx 100'

6" PE approx ~1,360IN

MIDAMERICAN ENERGY COMPANY
 Crew HD SCSE
 Job Desc: NEW BUSINESS: EXTEND 6" PE MAIN APPROXIMATELY 1,362'

City: SHOUK CITY
 State: MO
 Zip: 64684

Customer: WOODBURY COUNTY SHERIFFS OFFICE
 Address: 28TH

Project: 28TH
 Date: 2/22/2023
 Scale: 1 IN = X FT

DISCLAIMER OF LIABILITY:
 The accuracy of the information contained herein is based on the information provided by the customer. The engineer assumes no liability for any errors or omissions in the information provided by the customer. The engineer is not responsible for any damage or injury resulting from the use of the information provided herein.

Kenny Schmitz

From: Miller, Misty (MidAmerican) <Misty.Miller@midamerican.com>
Sent: Tuesday, August 10, 2021 7:51 AM
To: Kenny Schmitz
Subject: RE: Woodbury County Enforcement Campus - Gas Extension and Service

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.**

Good morning, Kenny!

I'm checking on the status for signing the proposal. Do you have an idea when it will be signed and returned? We can't release to operations for scheduling until we receive both the signed proposal and payment.

Thanks,
Misty

Misty D. Miller
Business Account Manager
Misty.Miller@midamerican.com
O: 712-233-4811
C: 402-660-4488



From: Smets, Jordan (MidAmerican) <Jordan.Smets@midamerican.com>
Sent: Friday, July 23, 2021 9:15 AM
To: kschmitz@woodburycountyiowa.gov
Cc: Miller, Misty (MidAmerican) <Misty.Miller@midamerican.com>
Subject: Woodbury County Enforcement Campus - Gas Extension and Service

Good Morning Mr. Schmitz:

Please see the attached proposal and proposed route for the gas main extension and service to serve the new Woodbury County Enforcement Campus on 28th St in Sioux City, IA.

If the proposal and design are satisfactory, please sign to return to me either with payment or email. Payments can be sent to the address below. Once both are received and the site is ready, we can release to operations for scheduling.

MidAmerican Energy
Attn: Jordan Smets – DMCC
PO Box 657
Des Moines, IA 50306

Let me know if you have any questions.
Thank you,

Jordan Smets

Customer Project Coordinator

Email: Jordan.Smets@midamerican.com

Office: 515.252.6565

MidAmerican Energy | 3500 104th Street | Urbandale, IA 50322



Kenny Schmitz

From: Miller, Misty (MidAmerican) <Misty.Miller@midamerican.com>
Sent: Monday, July 12, 2021 11:34 AM
To: Kenny Schmitz
Subject: RE: [INTERNET] RE: Status of New Woodbury County LEC (Gas Service)
Attachments: MidAmerican Energy Utility Information Required for Projects.docx

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.**

Hello, Kenny.

Last Wednesday, we received information on the total connected gas load that is a decrease from what we had originally estimated for this project. I wanted to give you a heads up on the additional cost and then our senior engineer will provide the information to Matt Miller at TOTH Associates.

We originally have been estimating the project and estimated revenue credits based on the 23.266 MMBTU connected load that was provided on the attached word document. However, we received the completed commercial gas service worksheet to get an accurate detail of the utilities at the site in order to better estimate the revenue credits. That sheet shows there is going to 12.270MMBTU connected load at this time, which changes the revenue credits we are able to give. The result is your cost to extend natural gas facilities changes from \$49,323 to \$75,327.67.

- Estimated cost is to extend approximately 1,360' of 6" Plastic 11psig natural gas main along the south ROW of 28th St. starting from Waterfront Dr.
- Estimated cost for the main install would be:
 - Construction Cost = \$76,500
 - **Approximate Revenue Credit = \$30,088**
 - CIAC (contribution in aid of construction) before Gross Up Tax = \$45,169.27
 - Gross Up Tax = \$9,178.40
 - **TOTAL MAIN CIAC = \$54,347.67**
- Estimated cost for the service install would be:
 - Construction Cost = \$17,437
 - Gross up Tax = \$3,543
 - **TOTAL SERVICE CIAC = \$20,980**
- **TOTAL CUSTOMER COST TO EXTEND NATURAL GAS FACILITIES = \$75,327.67**

This option, is the lowest cost option to install gas to serve the requested load.

Please don't hesitate to contact me with questions.

Thank you.
Misty

Misty D. Miller
Business Account Manager
Misty.Miller@midamerican.com
O: 712-233-4811
C: 402-660-4488





MidAmerican Energy
Attn: Jordan Smets – DMCC
PO Box 657
Des Moines, IA 50306

INVOICE – WMIS 2877270 and 2900600

September 22, 2021

Woodbury County Building Services
Attn: Kenny Schmitz
401 8th St
Sioux City, IA 51101
kschmitz@woodburycountyiowa.gov

Reference: Install 1,360 feet of 6-inch gas main and 950 feet of 4-inch service to new Woodbury County Enforcement Campus on 28th St in Sioux City, IA

Dear Mr. Schmitz:

MidAmerican Energy requires payment for the above project prior to scheduling the work for installation of distribution systems.

Gas Main Construction Cost:	\$92,044.80
<u>Gas Service Construction Cost:</u>	<u>\$18,771.76</u>
Total Construction Cost:	\$110,816.56
<u>Revenue Credit (New Building):</u>	<u>(\$36,201.88)</u>
Remaining Balance	\$74,614.68

Please send to payment of **\$74,614.68** to the following address:

MidAmerican Energy Company
Attn: Jordan Smets - DMCC
P.O. Box 657
Des Moines, Iowa 50306

If you have any questions, please call me at 515.252.6565.

Sincerely,
MidAmerican Energy Company

Jordan Smets
Customer Project Coordinator

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

Date: 7/22/2021 Weekly Agenda Date: 7/27/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz Building Services Director

WORDING FOR AGENDA ITEM:

28th Street Development Project (LEC Off-site Improvements)-
Award Contract to Lowest Responsive, Responsible Bidder

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Award the Contract on the 28th Street Development Project (LEC Off-Site Improvements).

BACKGROUND:

Plan's, specifications, & form of contract have been agreed upon by Woodbury County & the City of Sioux City as required in the 28E agreement between parties.

FINANCIAL IMPACT:

Base Bid = \$2,689,603.50
Gas Main- Additional (MidAmerican) = \$26,004.67
Alternate #2 (\$104,560.20 bid total) share 50% determined by County/City change order = \$52,208.10
Project Contingency = \$134,480.18
TOTAL= \$2,954,648.55

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:

Award the 28th Street Development Project (LEC Off-Site Improvements) to the lowest responsive, responsible bidder.

ACTION REQUIRED / PROPOSED MOTION:

Motion to Award the 28th Street Development Project (LEC Off-Site Improvements) to Sioux City Engineering Company.
Motion to Approve Project Expenditures described under financial impact as necessary.



NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA

City Council agendas are also available on the Internet at www.siuox-city.org.

You are hereby notified a meeting of the City Council of the City of Sioux City, Iowa, will be held Monday, July 26, 2021, 4:00 p.m., local time, in the Council Chambers, 5th Floor, City Hall, 405 6th 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 Council.

This is a formal meeting during which the Council 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 Council for speakers:

1. Anyone may address the Council on any agenda item.
2. Speakers should approach the microphone one at a time and be recognized by the Mayor.
3. Speakers should give their name, spell their name, give their address, and then their statement.
4. Everyone should 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 Mayor 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 'Citizen Concerns'.
7. For the benefit of all in attendance, please turn off all cell phones and other communication devices while in the City Council Chambers.

-
-
1. Call of the Roll - Silent Prayer and Pledge of Allegiance to the Flag - Proclamations
 2. Interview for the Environmental Advisory Board: Alex Johnson

CONSENT AGENDA

Items 3 through 13D constitute a Consent Agenda. Items pass unanimously unless a separate roll call vote is requested by a Council Member.

3. Reading of the City Council minutes of July 19, 2021.
4. RIVERS LANDING - Resolution rejecting the bid received for the proposed construction of the Rivers Landing Parking Facility-Elevators Upgrade Project and ordering the return of the bid bond. (Project No. 7203-728-012)
5. PAYMENT - Resolution accepting the work and authorizing final payment to Bainbridge Construction, LLC for the Leech Avenue Reconstruction (South Fairmount Street to South Rustin Street) Project. (Project No. 6988-719-287)
6. PERSONNEL - Resolution amending the Position Classification Manual adopted by Resolution No. S-31050 and the Position Classification Manual adopted by Resolution No. 91/T-9972 by approving and adopting updated job descriptions to change the driver's license requirement to coincide with the City residency requirement by requiring employees to possess the necessary driver's license from their state of residency.

7. ACTIONS RELATING TO GRANTS

- A. GILCHRIST FOUNDATION - Resolution authorizing the Parks and Recreation Department to accept a 2021 Gilchrist Foundation Project Grant in the amount of \$100,000 to support the Chris Larsen Park Riverfront Development Project – Phase 2.
- B. ARGP OPERATIONS - Resolution authorizing the Sioux Gateway Airport/Brigadier General Bud Field to apply for funds in the amount of \$1,232,219 under the American Rescue Plan Act 2021 (Public Law 117-2 (ARPA), administered by the Federal Aviation Administration (FAA), an operating administration of the United States Department of Transportation, under the Airport Response Grant Program (ARGP) to provide economic relief to airport operations.
- C. ARGP CONCESSIONS - Resolution authorizing the Sioux Gateway Airport/Brigadier General Bud Field to apply for funds in the amount of \$40,364 under the American Rescue Plan Act 2021 (Public Law 117-2 (ARPA), administered by the Federal Aviation Administration (FAA), an operating administration of the United States Department of Transportation, under the Airport Response Grant Program Concession Relief (ARGP) to provide economic relief to airport concessions.
- D. JAG - Resolution approving an Interlocal Agreement with Woodbury County to make application for 2021 Byrne Justice Assistance Grant (JAG) Program funds for the Sioux City Police Department. Application Number (Grant 13429229)

8. CIVIL PENALTIES AND SUSPENSIONS

- A. SAM'S MINI MART - Resolution assessing a civil penalty of \$500 against Sam's Mini Mart Inc. doing business as Sam's Mini Mart, 4218 Morningside Avenue, Sioux City, Iowa for violation of the Iowa beer/wine and liquor laws.
- B. TRANSIT GENERAL STORE - Resolution assessing a \$1,500 civil penalty and suspending for sixty (60) days the liquor permit issued to Indigo LLC doing business as Transit General Store, 2324 Transit Avenue, Sioux City, Iowa for violation of the Iowa beer/wine and liquor laws.

9. ACTIONS RELATING TO BONDS

- A. TAX EXEMPTION - Motion approving a form of Tax Exemption Certificate in connection with the \$3,996,000 Water Revenue Capital Loan Note, Series 2021C.
- B. LOAN AND DISBURSEMENT - Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Sioux City and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$3,996,000 Water Revenue Capital Loan Note, Series 2021C, of the City of Sioux City, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said note.

10. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

- A. FIBERCOMM - Resolution granting a permit to FiberComm LC to own, operate and maintain underground cable commencing in the east right-of-way of Al Haynes Drive adjacent to 2800 Expedition Court, thence proceeding north in the east right-of-way for approximately 225 feet crossing Expedition Court, thence proceeding east in the north right-of-way of Expedition Court for approximately 415 feet and ending in the northwest corner of the intersection of Expedition Court and Harbor Drive.
- B. BAINBRIDGE CONSTRUCTION - Resolution awarding and approving a contract to Bainbridge Construction, LLC in the amount of \$1,678,604.79 for the Andrew Avenue Paving and Utilities Improvement Project - 225th Street to Sully Road. (Project No. 7161-719-347) (IDOT RISE RMX-7057(707)--9E-97)
- C. CRABB'S CAR RENTAL - Resolution approving a three-month lease extension with Crabb's Car Rental, Inc. to allow additional time for negotiations and finalizing terms of a new tenant Lease Agreement for the building located at 6115 Mitchell Street at the Sioux Gateway Airport/Brigadier General Bud Day Field.
- D. SC ENGINEERING - Motion approving and concurring in the award of the Woodbury County Law Enforcement Center Offsite Improvements Project (3701 28th Street) by the Woodbury County Board of Supervisors (Project No. 7119-719-361) to Sioux City Engineering Company.
- E. KNIFE RIVER MIDWEST
 - 1. RUNWAY 17-35 - Resolution approving Change Order No. 7 to the contract with Knife River Midwest, LLC in the amount of \$27,612.90 for the threshold repairs needed in connection with the Runway 17-35 Reconstruction and Shift Project Phase I (Schedule A & B) Construction at the Sioux Gateway Airport/Brigadier General Bud Day Field. (AIP 53 City Project No. 749-114)
 - 2. TAXIWAY C - Resolution approving Change Order No. 1 to the contract with Knife River Midwest, LLC in the amount of \$113,039.15 for two additional catch basins and hydro excavation to avoid the FAA owned cables in connection with the Taxiway C South Reconstruction Project (City Project No. 7056-749-120/FAA Grant No. 03-19-0085-056-2019) at the Sioux Gateway Airport/Brigadier General Bud Day Field.

11. PURCHASING

- A. UTILITY EQUIPMENT - Resolution awarding a purchase order to Utility Equipment Company of Sioux City, Iowa in the amount of \$29,250 for the purchase of manhole frames and lids. (RFQ No. 268139)
- B. TIMBERLINE GSE - Resolution awarding a purchase order to Timberline GSE of Richfield, Utah in the amount of \$52,550.50 for the purchase of a portable passenger boarding ramp at the Sioux Gateway Airport/Brigadier General Bud Day Field.

12. APPLICATIONS FOR BEER AND LIQUOR LICENSES

A. ON-PREMISE SALES

1. CLASS C LIQUOR LICENSE (liquor/wine/beer/wine coolers/carry-out)
 - a. Famous Dave's B.B.Q., 201 Pierce Street (Renewal)
 - b. Pounders, 1742 Riverside Boulevard (New 6 Month License)
2. SPECIAL CLASS C LIQUOR LICENSE (wine/beer/wine coolers/carry-out)
 - a. Holy Trinity Greek Orthodox Church, 900 6th Street (New 5 Day License for GreekFest; August 19-23, 2021)

13. BOARD, COMMISSION, AND COMMITTEE MINUTES

- A. Active Transportation Advisory Committee – February 17, March 17, April 21, and May 19, 2021
- B. Airport Board of Trustees – April 22, 2021
- C. Parks and Recreation Advisory Board – July 7, 2021
- D. Yamanashi City Sister City Committee – July 15, 2021

- End of Consent Agenda -

RECOMMENDATIONS OF PLANNING AND ZONING

14. Hearing and Ordinance rezoning a 10.653 acre tract of land immediately north of 2600 Glen Ellen Road from Zone Classification NC.1 (Neighborhood Conservation, 1 acre per unit minimum) to Zone Classification SR (Suburban Residential, 6,000 square feet per unit minimum). (Petitioner: BMT Inc (Todd Sapp)) The Planning and Zoning Commission recommends approval of this rezoning. (File No. 2021-0049)
15. Resolution accepting and approving the "Final Plat of Royal Highlands, 5th Addition, a Minor Subdivision to Sioux City, Woodbury County, Iowa" (A seven lot 10.653-acre residential subdivision located immediately north of, and east of, 2600 Glen Ellen Road). (Petitioner: BMT Inc (Todd Sapp)) The Planning and Zoning Commission recommends approval of this final plat. (File No. 2021-0050)

HEARINGS

16. Hearing and Resolution approving proposal to sell certain real property and authorizing a City Deed. (A portion of 1702 George Street) (Petitioner: Braun Nancy L. Revocable Trust) (Purchase price: \$585.94 plus costs) (**Motion requested to delete this item**)
17. Resolution proposing to sell certain real property and rescinding Resolution No. 2021-0646. (A portion of 1702 George Street) (Petitioner: Nancy L. Braun, Trustee of the Nancy L. Braun Revocable Trust) (Purchase price: \$585.94 plus costs)
18. Hearing and Resolution accepting the proposal of Oracle Aviation, LLC for the lease of certain land in the Donner Park Urban Renewal Area and authorizing a Development Agreement with exhibits, including a Lease Agreement for said property. (A portion of 2403 Aviation Boulevard, specifically a 100,000 square foot section of land, an existing 20,400 square foot hangar, and an approximately 39,400 square foot hangar to be constructed at the Sioux Gateway Airport/Brigadier General Bud Day Field Terminal Building)

DISCUSSION

19. Resolution amending Resolution No. 2021-0045 relating to the Hearing on Manager's report on demolition of and Resolution declaring a certain structure to be dangerous or dilapidated as defined by the Municipal Code and authorizing the City Manager to carry out such order to demolish said structure by authorizing a 90-day delay in demolition. (Address: 1803 South Cedar Street) (Property Owner: Caboet Properties LLC)
20. Resolution amending Resolution No. 2021-0040 relating to the Hearing on Manager's report on demolition of and Resolution declaring a certain structure to be dangerous or dilapidated as defined by the Municipal Code and authorizing the City Manager to carry out such order to demolish said structure by authorizing a 90-day delay in demolition. (Address: 2203 South Oleander Street) (Property Owner: John Scott Dwyer)
21. Resolution accepting and approving the "Final Plat of The Residence at Elk Creek, First Filing, an Addition to the City of Sioux City, Woodbury County, Iowa." (Petitioner: Elk Creek Development, LLC) (File No. 2021-0057)
22. Resolution approving a Subdivision Improvement Installation Agreement with Elk Creek Development, LLC in connection with The Residence at Elk Creek, First Filing, an Addition to the City of Sioux City, Woodbury County, Iowa. (Petitioner: Elk Creek Development, LLC)
23. Resolution approving an Agreement for Maintenance of Storm Water Detention System with Elk Creek Development, LLC in connection with the Final Plat of The Residence at Elk Creek, First Filing, an Addition to the City of Sioux City, Woodbury County, Iowa. (Petitioner: Elk Creek Development, LLC)

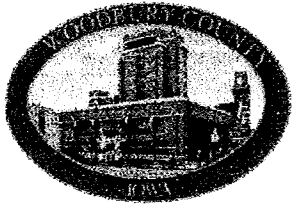
PRESENTATIONS

24. State CLG Grant and Intensive Downtown Survey
25. Housing Inventory Study
26. CITIZEN CONCERNS
27. COUNCIL CONCERNS
28. ADJOURNMENT

City Council agendas are also available at www.sioux-city.org.

The City of Sioux City does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need auxiliary aids for effective communication in programs and services of the City of Sioux City are invited to make their needs and preferences known to the ADA Compliance Officer, City Hall, 405 6th Street, Room 204, (712) 279-6200. This notice is provided as required by Title II of the Americans with Disabilities Act of 1990.

U:\City Agenda\Agendas and Minutes\Council Agendas\2021\072621a



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: Board of Supervisors
Human Resources Department

From: Mark Nahra, Woodbury County Engineer

Date: July 13, 2021

Subject: Correctionville District Maintenance Vacancy

With the death of Jerry Boggs from District 3-Correctionville, a vacancy is created in the secondary road department. Jerry's loss will leave us one equipment operator employee short of that staffing level in this district.

RECOMMENDATION: It is my recommendation that we fill the vacant equipment operator position at Correctionville. I would like to fill this position as quickly as possible.

Thank you for your consideration.

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

Date: 7/15/2021 Weekly Agenda Date: 7/20/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz Building Services Director

WORDING FOR AGENDA ITEM:

28th Street Development Project (LEC Off-site Improvements)-
Discuss & Act upon Project Bid Alternates

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Bids for the project include 3 alternates to be decided upon; Alt #1 -Remove Curbs, Gutters, Storm Sewer, Alt. #2 -Mill & Overlay Asphalt Hwy. 75 to Mobile Park, & Alt. #3 -Install Asphalt vs Concrete

BACKGROUND:

Competitive bids were submitted by three Contracting firms & then officially received by the Board of Supervisors on July 13th, 2021.

FINANCIAL IMPACT:

Alternate #1- Project Bid Deduct (-\$235,280.00)
Alternate #2- Project Bid Add (\$104,560.00)
Alternate #3- Project Bid Deduct (-\$67,824.40)

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:

Discuss & take action on each alternate.
Alternate #1- do not accept. Alternate #2- requires discussion Building Services, Baker Group, & Toth Engineering, would recommend accepting stipulating in good faith effort Woodbury County would equally share costs with City of Sioux City. Alternate #3- Reject & do not accept.

ACTION REQUIRED / PROPOSED MOTION:

Motion to Act upon Project Alternate #1
Motion to Act upon Project Alternate #2
Motion to Act upon Project Alternate #3

MINUTES AUTHORIZING ADOPTION OF AMENDED AND RESTATED POLICIES AND PROCEDURES REGARDING MUNICIPAL SECURITIES DISCLOSURE

424093

Sioux City, Iowa

July 20, 2021

The Board of Supervisors of Woodbury County, Iowa, met on July 20, 2021, at ____ o'clock __.m. at the _____, Sioux City, Iowa.

[If the Board of Supervisors is meeting electronically, please complete the following two paragraphs. Otherwise, strike through]

The Board of Supervisors met electronically via _____, which was accessible at the following:

[Insert electronic access information]

The Board of Supervisors conducted this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The Chairperson presided and the roll was called showing the following members of the Board present and absent:

Present: _____

Absent: _____.

Board Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Board Member _____; and after due consideration thereof by the Board of Supervisors, the Chairperson put the question upon the adoption of the said resolution and the roll being called, the following named Board Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. _____

Resolution Authorizing Adoption of Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure

WHEREAS, pursuant to the laws of the State of Iowa, Woodbury County, Iowa (the "County") has publicly offered, and likely will issue and publicly offer in the future, its notes, bonds or other obligations (the "Bonds"); and

WHEREAS, as a result of certain changes in federal law, the County has determined that any Policies and Procedures Regarding Municipal Securities Disclosure that may have been adopted in the past to be followed in connection with the issuance and on-going administration of publicly offered Bonds (the "Prior Policy") shall be overridden and replaced by a new policy; and

WHEREAS, the proposed Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure are attached hereto as Exhibit A (the "Disclosure Policies and Procedures");

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

Section 1. The Disclosure Policies and Procedures attached hereto as Exhibit A are hereby adopted and shall be dated as of the date hereof.

Section 2. The Prior Policy, if any, is hereby overridden and replaced by the Disclosure Policies and Procedures.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved July 20, 2021.

Chairperson

Attest:

County Auditor

•••••

At the conclusion of the meeting, and upon motion and vote, the Board of Supervisors adjourned.

Chairperson

Attest:

County Auditor

ATTESTATION CERTIFICATE:

STATE OF IOWA

SS:

COUNTY OF WOODBURY

I, the undersigned, County Auditor of Woodbury County, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Board of Supervisors relating to the County's adoption of the Policies and Procedures Regarding Municipal Securities Disclosure.

WITNESS MY HAND this _____ day of _____, 2021.

County Auditor

Exhibit A

**AMENDED AND RESTATED
POLICIES AND PROCEDURES RE: MUNICIPAL SECURITIES DISCLOSURE**

[see attached]

Woodbury County, Iowa

POLICIES AND PROCEDURES RE: MUNICIPAL SECURITIES DISCLOSURE

As an issuer of municipal securities (bonds and/or notes, referred to herein as “Bonds”), Woodbury County (the “Issuer”) has adopted the policies and procedures set forth herein (collectively, the “Disclosure Policy”) to guide the Issuer’s actions with respect to complying with (1) the disclosure document (often referred to as the “official statement”) for publicly-offered bond transactions and (2) ongoing continuing disclosures associated with outstanding contractual obligations resulting from bond issues (also known as “continuing disclosure”). This Disclosure Policy is designed to provide the necessary policy framework and accompanying procedures for compliance by the Issuer with its disclosure responsibilities. It should be noted, however, issuers of municipal securities are primarily responsible for the content of their disclosure documents including on-going compliance with respect to continuing disclosure.

This Disclosure Policy includes the following elements: (1) disclosure training for officials responsible for producing, reviewing and approving disclosure; (2) establishment of procedures for review of relevant disclosure, and (3) ensuring that any procedures established are followed.

Background

The anti-fraud provisions of federal securities laws apply to municipal securities such as the Issuer’s Bonds. The U.S. Securities and Exchange Commission (the “SEC”) can bring enforcement actions against the Issuer, members of its governing body, government employees and elected officials, and professionals working on the bond transaction. **Government employees and elected officials can be, and have been, held personally liable with respect to securities laws violations related to the issuance of Bonds.** Issuers and members of the governing body can mitigate risks related to SEC enforcement by relying on professionals such as disclosure counsel. Issuers may also seek affirmative assurances of compliance with the receipt of a legal opinion from disclosure counsel.

When bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the bond issue. The official statement will be used to market and sell the Issuer’s bonds.¹ In addition, for transactions larger than \$1 million in size that include an official statement, the Issuer enters into a continuing disclosure certificate, agreement or undertaking (the “CDC”). The CDC is a contractual obligation of the Issuer, pursuant to which the Issuer agrees to provide certain financial information filings (at least annually) and material event notices to the public. The CDC is necessary to allow the bond underwriters to comply with SEC Rule 15c2-12, as amended (the “Rule”). As noted below, filings under the CDC must be made electronically at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org).

Accordingly, this Disclosure Policy addresses the following three aspects of disclosure: (1) preparation and approval of official statements in connection with new (“primary”) bond issues; (2) on-going continuing disclosure requirements under a CDC; and (3) education of staff and elected officials with respect to disclosure matters.

¹ Under federal law issuers of municipal securities are primarily responsible for the content of their disclosure documents (the official statement), regardless of who prepared the document. An issuer does not discharge its disclosure obligations by hiring professionals to prepare the official statement. An issuer has “an affirmative obligation” to know the contents of its official statement, including the financial statements. Finally, executing an official statement without first reading the document to ascertain whether it is accurate may be reckless (the basis for certain anti-fraud causes of action by the SEC).

1. Primary (New) Offerings of Bonds – Official Statements of the Issuer

In connection with the issuance of its publicly-offered Bonds (Bonds sold via the public market, through a broker-dealer known as an “underwriter”), the Issuer will cause its hired professionals to prepare a disclosure document commonly known as an “official statement.” The official statement is the document that describes the issuance of the Bonds to the marketplace and as such, *under federal law, the official statement cannot contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.*

To ensure the Issuer’s official statements are properly prepared and reviewed, the Issuer adopts the procedures set forth in Appendix I hereto.

2. Continuing Disclosure Compliance (CDC Compliance)

The Issuer has entered into, or may in the future enter into, CDCs in connection with its bond issues. Under these contractual agreements, the Issuer has agreed to provide to the marketplace certain financial information and notices of material events. The Issuer will file, or cause to be filed, necessary items under the CDCs in a searchable electronic format at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org). The determination of whether a material event has occurred will be made pursuant to the Rule and SEC Release No. 34-83885, in conjunction with disclosure counsel and other members of the Issuer’s external bond finance working group.

To ensure compliance with its contractual continuing disclosure obligations, the Issuer adopts the procedures set forth in Appendix II hereto.

3. Systematic Training of Staff and Governing Body Members

In addition to the specific procedures adopted under this Disclosure Policy, the Issuer understands that on-going training of both staff and members of the governing body is essential to successful compliance with the Issuer’s disclosure obligations. The training noted below may be accomplished by various methods, including in-person webinars or other electronic means, or through review of written materials. Accordingly, the Issuer has implemented the following training procedures:

A. *Annual Training.* The Finance/Budget Director is responsible for scheduling annual training of Issuer employees regarding disclosure and financial reporting requirements of the federal securities laws. Such training shall include a complete review of this Disclosure Policy, Rule 15c2-12 and the material events required to be reported pursuant to such Rule, and a complete overview of the Issuer’s obligations under the federal securities laws.

B. *Specific Training.* When appropriate, the Finance/Budget Director shall conduct (or cause to be conducted) training with individuals on those persons’ specific roles and responsibilities in the disclosure and financial reporting process.

C. *Governing Body Training.* Not less than once every two years, the Finance/Budget Director shall schedule a training session for the Issuer’s governing body on this Disclosure Policy and the disclosure and financial reporting requirements of the federal securities laws.

Appendix I

Written Procedures for Preparing Official Statements

1. At the commencement of a financing, the Finance/Budget Director shall develop or cause the County's Finance Team to develop a plan for preparation of the official statement and a schedule that allows sufficient time for all required work, including appropriate review and participation by members of the Finance Team.
2. The Finance/Budget Director shall be responsible for managing the preparation process for the official statement, and shall obtain the assistance of other participants within the Issuer and engage legal and financial professionals, as necessary and appropriate.
3. The Finance/Budget Director shall be responsible for developing a program for coordinating staff review of the disclosure information, as necessary, and obtaining formal sign-off from staff on the disclosure documents.
4. The Finance/Budget Director shall ensure that any previous failure to fully comply with continuing disclosure obligations during the prior five-year period is disclosed in the official statement by reviewing compliance with all outstanding continuing disclosure agreements, reviewing continuing disclosure review documentation prepared by independent parties and contacting disclosure counsel to discuss any questions or concerns.
5. The Issuer's governing body shall be given not less than 7 days to review an official statement prior to being asked to vote on its approval, absent extenuating circumstances. Elected representatives on the governing body shall be directed to contact the Finance/Budget Director during the review period to discuss potential issues, concerns or comments on the official statement.

Appendix II

Written Procedures Re: Continuing Disclosure

1. The Finance/Budget Director shall be responsible for compliance with the Issuer's obligations under continuing disclosure agreements, undertakings or certificates (the "CDC"), including without limitation annual filings, material event notice filings, voluntary filings and other filings required by the CDC.

2. Prior to execution of a CDC in connection with a bond issue, the CDC shall be discussed with disclosure counsel, the underwriter and municipal advisor, if any, to ensure a full understanding of issuer obligations.

3. The Finance/Budget Director shall have the primary responsibility to confer with the finance team and County staff bi-weekly to monitor compliance with respect to "material events" as defined in the Rule.

The Finance/Budget Director shall be responsible for (i) determining whether any of the following "material events" has taken place (questions regarding their interpretation shall be directed to disclosure counsel), (ii) gathering information material to making that determination from other departments, and (iii) if a material event has occurred, discussing the same with disclosure counsel to determine the form of notice of material event and causing the filing of notice to be made on EMMA within ten (10) business days of the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes, including rating upgrades and downgrades;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation² of the obligated person, any of which affect security holders, if material; and

² "Financial obligation" is to mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii).

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

The determination of whether a material event has occurred will be made pursuant to the Rule and SEC Release No. 34-83885, in conjunction with disclosure counsel.

4. The Finance/Budget Director shall have primary responsibility for ensuring that statements or releases of information relating to the Issuer's finances to the public that are reasonably expected to reach investors and the financial markets, including website updates, press releases and market notices, are accurate and not misleading in any material respect. The Finance/Budget Director shall work together to ensure that all public statements and information released by the Issuer are accurate and not misleading in all material respects.

5. The Finance/Budget Director shall be responsible for compiling and maintaining a list of all outstanding bond issues subject to continuing disclosure, noting the applicable filing dates (see attached table format, Part I, for an example to be used by staff in tracking this information (the "Disclosure Table")).

6. The Finance/Budget Director shall be responsible for assembling and maintaining copies of the final CDC and final Official Statements for each applicable bond issue, together with any third-party Dissemination Agent Agreements, if applicable.

7. The Finance/Budget Director shall document and track the required information to be filed, including dates such information is filed (see attached Disclosure Table, Part II, for a form of table to be used by staff).

8. The Finance/Budget Director shall be responsible for registering for continuing disclosure filing email reminders from the "EMMA" website, or for ensuring the County's dissemination agent will remind the County of applicable deadlines (<http://emma.msrb.org>).

9. At least 60 days prior to the earliest filing deadline listed on the Disclosure Table, the Finance/Budget Director shall begin the process of compiling necessary information required by the CDCs (and coordinate with outside professionals hired to compile this information, if applicable).

10. At least 30 days prior to each filing deadline, the Finance/Budget Director shall determine whether all necessary items have been compiled for filing pursuant to the CDC requirements, (including review with disclosure counsel or the County's dissemination agent).

11. Prior to each filing deadline, the Finance/Budget Director shall file (or cause any Dissemination Agent to file) the necessary items on the EMMA website in a word-searchable PDF configured to be saved, printed, and retransmitted by electronic means. After filing, the Finance/Budget Director shall confirm that all items have, in fact, been filed on EMMA as required, and shall note the filing date on the Disclosure Table.

12. The Finance/Budget Director shall be responsible for coordinating and filing any voluntary information with EMMA, after consultation with the Issuer's legal and financial professionals.

13. The Finance/Budget Director may contact the Issuer's disclosure counsel with any disclosure-related questions or concerns.

Form of Disclosure Table

[Note this is only a form; County staff will update and maintain the Tables separate from this Policy; the current Table can be obtained from the Finance/Budget Director]

Part I – Master Tracking Table (list of deadlines for all bond issues)

Name of Bond Issue	Date of Issue	Final Maturity Date	Dissemination Agent?	CUSIP for Final Maturity	Deadline for Annual Report
\$[9,685,000] General Obligation Urban Renewal County Road Improvement Bonds, Series 2021	[08/24/2021]	[06/01/2032]		[979064 ____]	Not later than June 30 of each year

Part II – Separate Table for Each Bond Issue (tracks details of filings for each issue)

[Note this is only a form; County staff will update and maintain the Tables separate from this Policy; the current Table can be obtained from the Finance/Budget Director]

[\$9,685,000] General Obligation Urban Renewal County Road Improvement Bonds, Series 2021	Reporting Periods [inset date info was filed on EMMA]					
	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Description of Financial Information / Operating Data to file on EMMA						
Audited Financials						
Unaudited financials, if audit not available by deadline						
Operating Data: Population Trend						
Operating Data: Principal Taxpayers						
Operating Data: Schedule of Receipts and Disbursements (General Funds)						
Operating Data: Property Valuations and Tax Collection Procedures						
Operating Data: Current Fund Balances (as of June 30)						
Operating Data: Tax Rate Per \$1,000 of Taxable Valuation						
Operating Data: Tax Collection Trend						
Operating Data: Valuation by Property Classification						
Operating Data: Valuation Trend						
Operating Data: Taxable Retail Sales Trend						
Operating Data: Outstanding Debt – Fiscal Year General Obligation Debt Payments						
Operating Data: Debt Limit Calculation						
Operating Data: Debt Ratios						
Operating Data: Financial Summary						



Overview of Municipal Securities Disclosure

Governmental issuers (“Issuers”) of municipal bonds are subject to several important legal provisions under federal securities laws. This overview serves as a starting point for understanding the federal securities law framework surrounding issuance of municipal bonds. In recent years, the U.S. Securities and Exchange Commission (“SEC”) has expanded its regulation of the municipal securities market, bringing civil and criminal enforcement actions against issuers, elected officials, and employees for violations of the anti-fraud or continuing disclosure provisions described below.

This overview should be reviewed in connection with the Issuer’s policies and procedures (the “Disclosure Policy”), which relate to (1) the disclosure document (often referred to as the “official statement” or “OS”) for publicly-offered bond transactions and (2) ongoing continuing disclosure associated with outstanding bond issues (also known as “continuing disclosure”).

Overview of Legal Duties Under Federal Securities Law

Issuers of municipal securities are regulated by the Securities Act of 1933 and the Securities Exchange Act of 1934 and various rules promulgated under those acts by the U.S. Securities and Exchange Commission (“SEC”). Of particular importance are Rule 10b-5 (which prohibits fraud) and Rule 15c2-12 (which generates an issuer’s ongoing disclosure obligations). Taken together, these rules impose primary disclosure duties (i.e. accuracy and forthrightness in the preparation of an official statement for new bond issues) and secondary disclosure duties (i.e. timely filing financial and other data under a continuing disclosure certificate (“CDC”) for outstanding bond issues).

How Do the Anti-Fraud Provisions of SEC Rule 10b-5 Affect Issuers?

Various provisions of federal securities law including SEC Rule 10b-5 prohibit fraud in the issuance, purchase, or sale of municipal securities. These provisions generally prohibit “material” misstatements or omissions to investors, potential investors, or the general public. Violation of these provisions can result in civil or criminal liability.

Who Is Responsible for the Content of an OS?

When bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the bond issue and is used to market and sell the Issuer’s bonds. Issuers (including elected officials and staff) are primarily responsible for the accuracy of an official statement. Hiring a professional to assist with the preparation of an OS does not discharge an Issuer’s responsibility. The elected officials and relevant employees of an issuer have an affirmative obligation to ensure the accuracy of the contents of the financial and other information in an OS— delivery of an OS without first reading it to gauge its accuracy may be reckless and the basis for an SEC enforcement action.

What Ongoing Requirements Are Imposed by SEC Rule 15c2-12?

SEC Rule 15c2-12 ensures that Issuers contractually agree to provide certain financial and operating information to investors and the public on an ongoing basis. The type of information that must be reported is generally (i) annual financial reports and (ii) material event notices.

What Are the Annual Filing Requirements?

Issuers must file updated financial information and operating data on an annual or other regular basis, as specified in their CDC. Generally, the information that must be reported includes audited financial statements, annual financial or operating data, of the type included in the OS for the related bonds.

What Material Event Notices Must Be Filed and When?

Issuers must notify investors (via a specific filing on the "EMMA" website, at <https://emma.msrb.org/>) within 10 business days if certain events occur while a bond is outstanding. Generally, those events are items that impact an Issuer's ability to pay or timely pay amounts owed on outstanding debt, rating changes, defaults, and the incurrence of material financial obligations (debt obligations of the Issuer). At present, there are 16 events that can trigger reporting obligations. The Issuer's Disclosure Policy will detail the events and the procedures intended to enable timely identification and disclosure.

What Is Addressed by the Disclosure Policy?

The Disclosure Policy is designed to assist Issuers with fulfilling both primary and secondary disclosure responsibilities. It sets forth procedures that govern preparation of official statements for new bond offerings (see Appendix I of the policy), compliance with continuing disclosure requirements under a CDC (see Appendix II of the policy), and systematic training of key staff members and elected officials.

Where Can I Find Additional Information?

As always, you and your staff can contact us with any questions about your responsibilities under federal securities law, to address specific items, and for annual training seminars (Dorsey & Whitney LLP provides an annual securities law training for issuers during the first quarter of each year, to satisfy one of the requirements of the Disclosure Policy).

Contacts



John P. Danos
(515) 699-3275
danos.john@dorsey.com



David D. Grossklaus
(515) 699-3287
grossklaus.david@dorsey.com



Robert E. Josten
(515) 699-3264
Josten.robert@dorsey.com



Cristina Kuhn
(515) 699-3272
kuhn.cristina@dorsey.com



James H. Smith
(515) 699-3276
smith.james@dorsey.com

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

Date: 07/07/2021 Weekly Agenda Date: 07/13/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz, Building Services Director

WORDING FOR AGENDA ITEM:

28th Street Development Project (LEC Off-site Improvements)-
Receive Competitive Bid Submissions at Set Time 4:45pm

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Receive competitive bids relating to the 28th Street Development.

BACKGROUND:

Competitive bids were opened on 7/08/2021.

A Hearing was Published and Conducted on 6/22/2021.

Plan's, specifications, & form of contract have been agreed upon by Woodbury County & the City of Sioux City as required in the 28E agreement between parties.

FINANCIAL IMPACT:

To be determined by the competitive bid process.

Engineers Estimate (pre-bid)= \$3,330,000.00 (excluding fiber & contingency)

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 competitive bids

ACTION REQUIRED / PROPOSED MOTION:

Motion to "Receive" competitive bids

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

Date: 6/02/2021 Weekly Agenda Date: 6/08/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

28th Street Development Project (LEC Off-Site Improvements)-
Approve Plans, Specifications, & Form of Contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Formal Approval per Iowa Bid Law is required on the Plan's, Specifications, & Form of contract to be utilized in the competitive bid process for the 28th Street Development Project.

BACKGROUND:

A (28E) between Woodbury County & the City of Sioux City for the Development of 28th Street known as the LEC Off-site Improvements 28th Street Development has been drafted and agreed upon by both parties.

FINANCIAL IMPACT:

Pre-bid Estimate \$3,630,000.00

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:

Approval of plans, specifications, and form of contract.

ACTION REQUIRED / PROPOSED MOTION:

Motion to Approve Plans, Specifications, & Form of Contract for the 28th Street Development (LEC Off-site Improvements) Project.

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

Date: 10/29/2020

Weekly Agenda Date: 11/03/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz/ Dennis Butler

WORDING FOR AGENDA ITEM:

28th Street Development Engineering Services Contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Toth and Associates Inc. have provided an engineering contract for development / paving for 28th Street construction. Services and contract provisions were reviewed by the Woodbury County Secondary Roads Director, Building Services Director, Goldberg Group Architects (LEC Design Architect), and Baker Group (LEC Authority Project Owners Representative). Costs and expenses were reviewed by the Woodbury County Finance Director, and Woodbury County Building Services Director.

Factors determining the final recommendation included total over-all costs, synergies incorporated by utilizing the same firm on the LEC Project and the 28th St Project, and positives/ negatives of local vs non-local business. Toth and Associates Inc. of Springfield Missouri is recommended for the Woodbury County 28th Street improvement project. The decision weighed heavily on total cost and other synergies which are expected to result from utilizing the same firm on both projects.

BACKGROUND:

The County/ City 28E agreement for the development services for 28th Street Woodbury County offsite Jail improvements requires Woodbury County to select and hire an Engineering firm to provide survey, design, bidding, engineering, and construction services.

FINANCIAL IMPACT:

\$348,000.00 Plus Reimbursable Expenses

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

Yes No

RECOMMENDATION:

Approve agreement with Toth and Associates Inc.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Toth and Associates Inc. Agreement Between Owner and Engineer for Professional Services for development of 28th Street.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between Woodbury County, Iowa ("Owner")
and Toth and Associates, Inc. ("Engineer").
Project Name: Woodbury County Jail – Offsite Improvements ("Project")

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. The Parties agree that time is of the essence in performance of this contract. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. In no event shall the Engineer be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Engineer shall use reasonable efforts which are consistent with accepted practices in the engineering industry to resume performance as soon as practicable under the circumstances.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably by mutual agreement of the parties.

D. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

E. ~~Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.~~

F. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 Opinions of Total Project Costs

~~A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ~~Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.~~

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or

research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Design Without Construction Phase Services

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 Use of Documents

A. Owner acknowledges the Engineer's completed contract documents as instruments of professional services. Nevertheless, the completed contract documents prepared under this Agreement shall become the property of the Owner whether the Project for which they are prepared is executed or not. The Engineer shall deliver to the Owner updated contract documents upon final completion of the Project in usable electronic form, as well as reproducible copies of same as they exist at the date of final completion or termination, whichever occurs earlier. Engineer shall be permitted to retain reproducible copies of the contract documents for information, reference or other uses, as it deems appropriate without written authorization of the Owner. Owner agrees to make no claims against the Engineer for losses arising out of any reuse of the contract documents.

6.04 Electronic Transmittals

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format.

6.05 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

C. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

~~D. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take~~

appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

A. Suspension:

1. *By Owner.* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer.* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 Controlling Law

A. This Agreement is to be governed by the Laws and Regulations of the state of Iowa. It is agreed the Circuit Court of Woodbury County, Iowa is the exclusive venue for any legal action arising out this Agreement or the performance of services thereunder.

6.08 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

6.09 Dispute Resolution

~~A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.~~

~~B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.~~

6.10 Environmental Condition of Site

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

~~B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."~~

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

~~F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

6.12 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 Miscellaneous Provisions

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer. ~~which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.~~

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing

services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*.

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services & Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities & Limitations of Authority of RPR.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. **NOT USED**
- I. Exhibit I, Limitations of Liability. **NOT USED**
- J. Exhibit J, Special Provisions. **NOT USED**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. Exhibit L, Project Limits Map **NOT USED**

8.02 Total Agreement

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit


instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.

Engineer:	Toth and Associates, Inc.		
Address:	1550 E. Republic Road Springfield, Missouri 65804		
Signature:			
Printed Name:	Adam Toth	Title:	President
Date Signed:	11/3/20		
Representative (Paragraph 8.03.A):	Matt Miller	Title:	Dept. Manager
Phone No.:	417.888.0645	Email:	mmiller@tothassociates.com

Owner:	Woodbury County, Iowa		
Address:	620 Douglas Street Sioux City, Iowa 51101		
Signature:	_____		
Printed Name:	_____	Title:	_____
Date Signed:	_____		
Representative (Paragraph 8.03.A):	_____	Title:	_____
Phone No.:	_____	Email:	_____

This document is a MODIFIED version of EJCDC® E-500, Copyright © 2014 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

EXHIBIT A – ENGINEER’S SERVICES

This is **Exhibit A**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Surveying

A. Design Survey

Engineer will perform a topographic survey for the proposed project that includes the following:

- a. Establish horizontal and vertical control for the project.
- b. Topographic survey within the limits of the project. The topographic survey shall include contours at an interval of one-foot, existing site improvements including buildings, walks, drives, and known utilities that are visible at the time of the survey. Local One-Call will be contacted prior to topographic survey for utility locations.
- c. Property pin search to determine right-of-way and property lines necessary for the preparation of easements.
- d. Collection of property pin location and establishment of property lines in locations necessary for the preparation of easements.

B. Prepare Temporary and Permanent Easements

Engineer will prepare temporary and permanent easements for the project as required. The Engineer will prepare exhibits that show the location of the proposed infrastructure on the individual properties. The Engineer will also prepare metes and bounds legal descriptions for the easement locations.

An ownership and encumbrance report will be obtained on all properties requiring an easement. The Owner will be responsible to pay for all ownership and encumbrance reports performed by the Engineer as a reimbursable expense. Additionally, title searches for each property requiring an easement may be necessary. Title searches will be performed on an as needed basis. The Owner will be responsible to pay for all title searches performed by the Engineer as a reimbursable expense.

As per the 28E Agreement for Developmental Services entered into between the City of Sioux City, Iowa (City) and Woodbury County, Iowa, dated June 8, 2020, the City shall be responsible for easement acquisition (permanent and temporary) from adjacent property owners including, but not limited to, utility installation of gravity sanitary sewer main.

A1.02 28th Street Improvements

A. Construction Documents

The Engineer will prepare construction documents consisting of construction drawings and technical specifications for the proposed improvements to 28th Street. It is anticipated that these improvements will consist of the following:

- a. Paving of the unpaved portion of 28th Street,
- b. Sight distance improvements at the east end of the existing paving.
- c. Widening of the curve east of Outer Drive.
- d. The addition of a northbound left turn lane to Outer Drive on to 28th Street.
- e. Review of sight distance at the intersection of 28th Street and Outer Drive and any necessary improvements.
- f. Striping of centerline and edge of pavement markings along the entirety of 28th Street.
- g. Water main extension from existing dead end to 16" main in Outer Drive.
- h. Review of stormwater culvert capacity and any necessary improvements.

Construction drawings are anticipated to consist of the following:

- a. Roadway Plan and Profiles
- b. Roadway Cross Sections (if required)
- c. Roadway Intersection Details
- d. Stormwater Plan and Profiles (if required)
- e. Water Main Extension Plan
- f. Typical Details

B. Utility Coordination

The Engineer will coordinate with fiber, gas, and electric service providers as necessary to extend service to the jail site.

A1.03 Gravity Sewer Main Improvements

A. Construction Documents

The Engineer will prepare construction documents consisting of construction drawings and technical specifications for the proposed gravity sewer main improvements to serve the jail site. It is anticipated that these improvements will consist of the following:

- a. Gravity sewer main extension from the existing 10" line along Highway 75 North between the properties of 3000 Highway 75 North and 2900 and 2830 Highway 75 North, across the City owned property of 3500 28th Street and the proposed jail site at 3701 28th Street to a location on the south side of 28th Street across from the jail site.

Construction drawings are anticipated to consist of the following:

- a. Sanitary Sewer Plan and Profiles
- b. Typical Details

A1.04 Design Schedule

A. Design Schedule

Parts A1.01 – A1.03, as outlined above, will follow the same design schedule as the proposed Woodbury County Jail Site Improvements Project.

A1.05 Bidding

A. Public Bidding of the Project

In compliance with Iowa Public Bidding Laws, the Engineer will publicly advertise the project for bids and issue interested contractors electronic contract documents. The contract documents will include bidding documents, construction drawings, technical specifications, temporary and permanent easements. The Engineer will keep an updated planholder's list during the bidding phase. The Engineer will answer questions from contractor(s) during the bidding process.

B. Bidding and Contract Documents

Bidding and contract documents (front-end documents) to be utilized for publicly bidding the project will be provided by the Engineer and approved by the Owner. Engineer will incorporate the front-end documents into the bidding package.

C. Pre-Bid Meeting

The Engineer will schedule and hold a pre-bid meeting for the project to answer questions from interested contractors and provide interested parties with important information specific to the project.

D. Addenda

The Engineer will issue addenda to the contract documents as required during bidding.

E. Bid Opening

The Engineer will schedule and conduct a bid opening for the project.

F. Review of Bids

In compliance with Iowa Public Bidding Laws, the Engineer will review the bids submitted by the interested parties, prepare a bid tabulation, and formulate a recommendation to the Owner.

A1.06 Engineering During Construction

A. Shop Drawings

Shop drawings provided by the contractor(s) on the project will be reviewed by the Engineer for conformance with the contract documents.

B. Pay Requests

Pay Requests provided by the contractor(s) on the project will be reviewed by the Engineer for conformance with the contract documents. The Engineer will make recommendations to the Owner regarding payment.

C. Change Orders

The Engineer will review and process change orders on the project as required.

D. Questions During Construction

The Engineer will answer questions from the Owner and the contractor(s) regarding the project, design, and construction of the project during construction.

E. Meetings

The Engineer will attend meetings with the Owner and their staff, property owners, regulatory bodies, and the contractor(s) as necessary during construction.

F. Construction Staking

The Engineer will provide construction staking for the contractor(s) on the project. The Engineer's scope of services and fees will be determined upon completion of the contract documents. The fees for construction staking services will be included on the bid form for the project. The Owner will review and approve the summary of services and fees prior to bidding of the project.

A1.07 Construction Observation

A. Resident Project Representative

The Engineer will provide one Resident Project Representative in accordance with Exhibit D of the Agreement on an intermittent basis during the construction of the project.

A1.08 Construction Testing

A. Construction Testing

The Engineer will provide construction testing for the improvements to 28th Street.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. Unless specifically described as part of Basic Services, these services are not included and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Basic Services.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

- a. detailed consideration of operations, maintenance, and overhead expenses;
- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
- c. preparation of appraisals;
- d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
- e. detailed quantity surveys of materials, equipment, and labor; and
- f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

- a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

EXHIBIT B – OWNER’S RESPONSIBILITIES

This is **Exhibit B**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Utility and topographic mapping and surveys.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor

registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

Q. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

R. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

S. Perform or provide the following: [N/A]

EXHIBIT C – PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

This is **Exhibit C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

C2.01 Compensation For Basic Services– Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

1. A lump sum fee of \$348,000.00 based on the following estimated distribution of compensation:
 - a. Surveying (A1.01) \$30,000.00
 - b. 28th Street Improvements (A1.02) \$107,000.00
 - c. Gravity Sewer Main Improvements (A.1.03) \$39,000.00
 - d. Bidding (A1.04) \$7,000.00
 - e. Engineering During Construction (A1.05) \$100,000.00
 - f. Construction Observation (A1.06) \$45,000.00
 - g. Construction Testing (A1.07) \$20,000.00
2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
3. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.1 incorporates all labor costs, overhead, and profit. Reimbursable Expenses will be billed as outlined in Paragraph C2.02 below.
4. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
5. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1 of each calendar year) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

C2.04 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 1. General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. Compensation For Reimbursable Expenses:
 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.
- C. Other Provisions Concerning Payment for Additional Services:
 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer.

2. Factors: The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

APPENDIX 1 TO EXHIBIT C

This is **Appendix 1 to Exhibit C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

<u>Item</u>	<u>Rate</u>
Mileage	IRS Rate
Lodging	Actual Cost
Special Postage or Shipping	Actual Cost
Printing	Actual Cost
Surveying Materials	Actual Cost
Subcontract Specialty Services	Actual Cost

APPENDIX 2 TO EXHIBIT C

This is **Appendix 2 to Exhibit C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The Standard Hourly Rates apply only as specified in Article C2.

Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$158.50
Engineer PE-3	\$136.50
Engineer PE-2	\$125.50
Engineer PE-1	\$114.50
Engineer 3	\$115.00
Engineer 2	\$109.00
Engineer 1	\$93.50
CAD Technician-3	\$98.00
CAD Technician-2	\$87.50
CAD Technician-1	\$76.00
Certified Floodplain Manager	\$136.50
Professional Land Surveyor	\$115.00
Two-Man Survey Crew	\$149.50
One-Man Survey Crew	\$131.00
Survey Technician	\$98.50
GIS Technician-3	\$93.00
GIS Technician-2	\$82.00
GIS Technician-1	\$71.00
Construction Review-2	\$82.50
Construction Review-1	\$64.50
R-O-W Specialist	\$109.00
Clerical	\$54.50

EXHIBIT D – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

This is **Exhibit D**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR shall provide intermittent observation at the assumed rate of one day every other week. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
 8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
 9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work ; and
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
 10. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
 11. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all

Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

EXHIBIT E – NOTICE OF ACCEPTABILITY OF WORK

This is **Exhibit E**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

PROJECT:

OWNER:

CONTRACTOR:

OWNER’S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By (Signature): _____

Date: _____

Name & Title: _____

EXHIBIT F – CONSTRUCTION COST LIMIT

This is **Exhibit F**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$2,800,000.
- B. The Construction Cost limit shall include off-site infrastructure improvements along 28th Street (except fiber infrastructure improvements) and along the drainage way though and northwest of the site for gravity sanitary sewer main installation, including professional fees (survey, design, construction services including material testing) and the cost of any easements.
- C. As per the 28E Agreement for Developmental Services entered into between the City of Sioux City, Iowa (City) and Woodbury County, Iowa, dated June 8, 2020, the Construction Cost limit shall not be exceeded unless mutually agreed upon by the both the City and County.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

EXHIBIT G – INSURANCE

This is **Exhibit G**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

By Engineer:

Workers' Compensation:	Statutory
Employer's Liability --	
Bodily injury, each accident:	\$1,000,000.00
Bodily injury by disease, each employee:	\$1,000,000.00
Bodily injury/disease, aggregate:	\$1,000,000.00
General Liability --	
Each Occurrence (Bodily Injury/Property Damage):	\$1,000,000.00
General Aggregate:	\$2,000,000.00
Excess or Umbrella Liability --	
Per Occurrence:	\$2,000,000.00
General Aggregate:	\$2,000,000.00
Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	
	\$1,000,000.00
Professional Liability –	
Each Claim Made	\$2,000,000.00
Annual Aggregate	\$4,000,000.00

Additional Insureds:

The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

EXHIBIT K – AMENDMENT TO OWNER-ENGINEER AGREEMENT

This is **Exhibit K**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications: ***Here describe the modifications, in as much specificity and detail as needed.***

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____

Print name: _____

By: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

28E AGREEMENT FOR DEVELOPMENTAL SERVICES

8

This Agreement is made this 8th day of June, 2020 by and between the City of Sioux City, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa ("**City**") and Woodbury County, State of Iowa ("**County**").

WHEREAS, City and County have agreed to work together in the spirit of cooperation in developing each other's interests in meeting the greater public good;

WHEREAS, County desires assistance in the development of real estate located in the vicinity of 3701 28th Street, Sioux City, Woodbury County, Iowa for the proposed Woodbury County Jail Site Improvements Project ("**Project**") – See attached Exhibit A;

WHEREAS, City desires to facilitate such development, including offsite infrastructure improvements.

NOW, THEREFORE, the parties agree as follows:

A. COUNTY SHALL

1. Select and hire an engineering firm to provide survey, design, bidding, engineering, and construction services, including administration, observation, Sections 2, 3 and 4 herein, and material testing and staking regarding the construction of the infrastructure improvements for the Project. The selected engineering firm shall be responsible for developing a project scope and design for off-site improvements and infrastructure within a total project budget that shall not exceed \$2,800,000 unless mutually agreed upon by both City and County. The maximum \$2,800,000 City reimbursement shall cover off-site infrastructure improvements along 28th Street (except fiber infrastructure improvements) and along the drainage way through and northwest of the site for gravity sanitary sewer main installation, including professional fees (survey, design, construction services including material testing and cost of any easements).
2. With regard to **28th Street** from US Highway 75 North to Outer Drive (approximately 6,600 LF):
 - a. If recommended by project traffic engineer, construct a maximum of four (4) turn lanes at various locations including, but not limited to, on 28th Street at Highway 75 North and Outer Drive, two (2) proposed driveways to 3701 28th Street (Jail site), and Outer Drive (westbound left turn lane onto 28th Street).
 - b. If recommended by traffic engineer, make modifications to the existing traffic signal at Highway 75 North intersection if turn lanes are to be added.
 - c. Grading, Paving (street and driveway approaches) and Erosion Control.
 - i. West portion (approximately 3,100 LF) is currently paved (HMA/PCC section) as a two-lane roadway. It is a combination of a rural section (with ditches) and urban section (with curb and gutter). Width varies. Anticipate to mostly Use as Constructed (UAC) with potential for HMA mill/overlay due to condition issues. Exception is at the east end of existing paving (top of hill) that will need to be removed/replaced with

the grade lowered to improve ride and sight distance to proposed jail driveways.

- ii. Middle gravel portion (approximately 2,800 LF) to be paved as a two-lane roadway (plus any recommended dedicated turn lanes to jail site). City requests to bid out PCC and HMA paving options. Each with granular subbase and subdrains. Rural or Urban typical section to be further reviewed with City and County. Pavement and typical section to be mutually agreed upon by City and County.
- iii. East portion (700 LF) is paved as a two-lane roadway however it is narrow around the curve (approximately 25 feet wide) and is expected to be impacted by the need to extend water main through this area (and potentially adding a turn lane) so this section is expected to be removed and replaced with a wider two-lane section (plus any recommended turn lanes for jail traffic).
- iv. No sidewalk is to be required as part of this project.
- v. No additional street lighting poles are to be required as part of this project, however luminaires on existing MEC poles will be added.
- vi. Erosion Control. All areas disturbed by construction that are not paved will be seeded and stabilized to keep sediment from moving offsite.

d. Utility Improvements.

- i. Water main – Extend existing 8" water main (installed in 1960) from dead end at west edge of existing paving with a new water main, size to be determined by mutual City and County consent, and to connect to the existing 16" stub just west of Outer Drive.
- ii. Storm Sewer – There is an existing 72" RCP culvert under 28th Street at the low point. Review capacity and model hydrology to review if an additional culvert is needed to keep major storm event flows from topping the roadway. Any additional roadway culverts and/or extension of culverts into the site of 3701 28th Street to be City owned within a City easement, only if deemed necessary by the County's LEC Jail Project Engineer.
- iii. Fiber line – County reserves right to determine the fiber line route, provider, and shared access.
- iv. Gas and electric service to the site will be coordinated with MidAmerican Energy.

3. With regard to **Gravity Sanitary Sewer Main Improvements** to the Project Site Location:

- a. Gravity Sanitary Sewer Main Improvements. Since the property at 3701 28th Street is located in the valley, gravity sanitary sewer will need to be provided from a lower point along Highway 75 North northwest of the site. There is an existing 10" sanitary sewer main along Highway 75 North that gravity flows

south. The sanitary sewer main will run along the existing drainage way between properties of 3000 Highway 75 North; and 2900 and 2830 Hwy 75 North and then across the City owned property of 3500 28th Street and the proposed jail site property at 3701 28th Street to ultimately a location on the south side of 28th Street across from the jail site. This sewer will then be available to serve the many acres of currently undeveloped property south of 28th Street. The distance of new sanitary sewer main is approximately 4,700 LF. Any new piping through the site of 3701 28th Street to be City owned within a City easement.

- b. Granular Access Roads along Gravity Sanitary Sewer Main Improvements. City and County to review if access roads are necessary along sewer main route for future maintenance.
 - c. Erosion Control. All areas disturbed by construction that are not paved or gravel surfaced, will be seeded and stabilized to keep sediment from moving offsite
4. With regard to **City owned property located at 3500 28th Street** (west of subject property at 3701 28th Street):
- a. Grading work, including borrowing or wasting of soil material, as well as temporary use, including staging or stockpiling of materials, of adjacent City owned property located at 3500 28th Street is allowed during construction of off-site and on-site (LEC jail project) improvements. Any disturbed areas are to be restored following construction to existing or better condition at County costs.
5. Review and approve for compliance with City code, state law, and the contract documents all plans and specifications for the public improvements on the Project.
 6. Review and approve for compliance with City code, state law, and the contract documents construction of the infrastructure improvements when complete.
 7. Retain all rights to Civil documents for use on the LEC Jail Project and development.

B. CITY SHALL

1. Review and approve all plans and specifications for the public improvements on the Project.
2. Review bids taken by County and provide staff concurrence in award for the public improvements on the Project.
3. Review and approve construction of the infrastructure improvements when complete.
4. Upon completion of the construction of the infrastructure improvements and City's and County's approval of same, City shall at all times thereafter own, operate, maintain, repair, and replace all off-site infrastructure improvements and all on-site infrastructure located within any easements granted to the City, with the exception of the fiber infrastructure.

5. Convey by City Deed to the LEC Authority real estate land located at 3701 28th Street totaling approximately 38.27 acres for a sum of \$900,000.00, funded by Issuance of Public Bonds.
6. Acquire, within a timely manner, as to not delay the progress of the LEC jail project all necessary easements (permanent and temporary) from adjacent property owners including, but not limited to, utility installation of gravity sanitary sewer main. A clear and unobstructed access to the on-site LEC jail project is to be available at all times during the LEC jail project.
7. Reimburse County for all off-site infrastructure improvements along 28th Street (except fiber infrastructure improvements) and along the drainage way through and northwest of the site for gravity sanitary sewer main installation, including professional fees (survey, design, construction services including material testing and cost of any easements) with a maximum reimbursement of \$2,800,000. City staff will be responsible to contact property owners, negotiate cost of any easements and prepare legal agreements to be filed at the County Courthouse.
8. Invoices will be submitted and paid as expenses are incurred. Payment of reimbursement shall be made by City to County within thirty (30) days of an invoice submitted by County in accordance with the terms and conditions of the Agreement and with City's customary billing procedures.

C. OTHER PROVISIONS

1. No separate administrative entity or organization shall be created by this Agreement.
2. This Agreement is entered into pursuant to the authority of Chapter 28E of the 2019 Code of Iowa, as amended.
3. This Agreement shall be administered jointly by a representative appointed by the City Council and a representative appointed by the County.
4. The purpose of this Agreement is to achieve the goals and objectives set forth in the preamble hereof.
5. This Agreement shall terminate on the happening of either the determination that all of the transactions contemplated have been completed or by delivery of a thirty (30) day written notice of termination by either party to the other (in which case termination shall be effective automatically upon the expiration of the thirty (30) day period). Payment obligations for work completed or under contract at the time of termination shall survive termination of the Agreement.
6. Time is of the essence in this Agreement.
7. County shall transfer the Contractor's warranty and its rights under any maintenance bonds for all City improvements located within public right of way to the City following date of substantial completion.
8. All contract documents shall be made available the County and City for use in the on-site development of the new County LEC jail facility and any future developments to the adjacent properties.

9. All notices to be given by either party to the other shall be in writing and deemed to have been given when delivered personally or when deposited in the United States mail, addressed as follows:

To County:

Woodbury County, Iowa
ATTN: Board Chairman
620 Douglas Street Rm 104
Sioux City, Iowa 51101

To City:

City of Sioux City, Iowa
ATTN: City Clerk
405 Sixth Street
P.O. Box 447
Sioux City, Iowa 51102

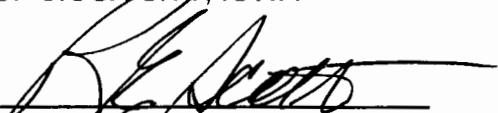
10. City and County agree to jointly select the project engineer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

WOODBURY COUNTY, IOWA

CITY OF SIOUX CITY, IOWA

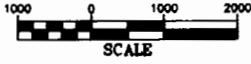
By: 
Matthew Ung, Board Chairperson

By: 
Robert E. Scott, Mayor

Attested: 
Patrick Gill, Woodbury County Auditor

Attested: 
Lisa L. McCardle, City Clerk

EXHIBIT A



LEGEND



CITY LAND TO BE
CONVEYED TO COUNTY



DGR ENGINEERING
6115 Whispering Creek Drive, Sioux City, IA.
Tel. 712-266-1554 Fax. 712-266-1707

DATE: 3/17/2020

DRAWN BY: DJR APPROVED: BNW

PROJECT NO.
270025
SHEET
EX.A

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

Date: 04/25/2024 Weekly Agenda Date: 04/30/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Chairman Matthew Ung

WORDING FOR AGENDA ITEM:

Presentation of missing context related to Supervisor Taylor's following items, and the harmful impact caused by a lack of patience causing incomplete information being conveyed to the public about the Law Enforcement Center's property insurance premium

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

See attached email. Supervisor Taylor implies there are only two options. But in fact, nothing needs to be "reallocated" away from the FY25 budget because the FY25 expense will be paid within FY25.

BACKGROUND:

On April 23, 4 of 5 supervisors stated they would vote against further reducing the maintenance budget for building services director Kenny Schmitz, given the legitimate expenses it funds. Supervisor Taylor has submitted his item for "action" and I have changed it to "information." If Taylor wants to move a reduction that fails, or vote against the budget on May 7, he can still do so.

FINANCIAL IMPACT:

The \$177,000 property insurance premium for the LEC is covered in full by the increase of \$400,000 to the self-liability fund in the FY25 budget, which the board already did. The Building Services LEC maintenance budget covers utilities, cleaning supplies, tools, inspections, permits, HVAC programming, etc.

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:

The above advice on the liability fund from the budget director was received by calling the budget director and asking, rather than a lengthy agenda item by Supervisor Taylor causing needless concern. In my opinion, the fact that Taylor causes needless concern may be a reason he is the only supervisor who has not been invited to tour the jail construction site.

ACTION REQUIRED / PROPOSED MOTION:

Supervisor Taylor also submitted his agenda item regarding the LEC lease as "action" and I have changed it to "information." There is no action required to "receive into the record" anything published in the board's agendas, as everything submitted is already published online. Taylor is well aware of this. A vote to receive already-submitted information is, again, needless.

Re: LEC Property Insurance

Dennis Butler <dbutler@woodburycountyiowa.gov>

Thu 4/25/2024 10:39 AM

To: Matthew A. Ung <matthewung@woodburycountyiowa.gov>

No. He did not discuss FY 25 with me

Get [Outlook for Android](#)

From: Matthew A. Ung <matthewung@woodburycountyiowa.gov>

Sent: Thursday, April 25, 2024 9:39:49 AM

To: Dennis Butler <dbutler@woodburycountyiowa.gov>

Subject: LEC Property Insurance

Dennis,

I'm documenting our conversation this morning. You explained to me the budgeting process for paying for the new Law Enforcement Center's property insurance. Gallagher provided a \$177,455.28 annual quote from Chubb. Initially, when the LEC Authority estimated a completion date before July 1, 2024, we thought this might be due within FY24's current budget, would be funded out of reserves, and that's why you accurately and publicly said we don't have the money [in the budget]. At that point, our main option would be to fund it out of reserves.

A week or two later, the LEC Authority revised their estimated completion date to be after July 1, 2024, and this was significant because it meant the premium would certainly be due in next year's FY25 budget rather than FY24. Per Gallagher, the insurance would not go into effect until there is an occupancy certificate, and the initial quarterly payment would be due within 30 days of binding. Following this change in the estimated completion date, you told me your plan became to fund this insurance premium through the self-liability fund. For FY25, you recommended--and the board has already received--an increase in that FY25 budget from \$1 million to \$1.4 million. While decreasing the countywide tax rate, the board has thus far allocated an additional \$400,000 to this line item which will pay for the \$177,455.28 insurance premium.

All of this is planning based upon a quote and an estimated completion date, rather than a confirmed bill and a confirmed completion date. While it would have been a priority consideration if due in FY24, knowing it is fully funded out of the FY25 budget means other budget items took priority as we are approaching the final certification of the FY25 budget.

Before the April 23rd meeting, I told Supervisor Taylor that you desired to be present during the April 30th meeting to discuss his agenda item regarding reallocating funding to pay for this premium, and I asked if he would be willing to wait until you, our budget director, was present. Instead of waiting one week for you to return from medical leave, he insisted that his item be presented on April 23rd, and so it was.

Knowing all of this leads me to ask you a question. Between your plans to shift from funding via FY24 reserves to FY25's already-increased insurance budget, did Supervisor Taylor ask you for input or advice?

Matthew Ung, M.B.A., M.Th.

Chairman, Woodbury County Board

620 Douglas St.

Sioux City, IA 51101

Cell: (712) 490-7852

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

Date: 4/24/2024

Weekly Agenda Date: 4/30/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor J. Taylor

WORDING FOR AGENDA ITEM:

Dedicate a Specific Funding Source for \$177,000 for Cost of Insurance for the New LEC Maintenance Insurance Premium

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This agenda item contemplates a current unbudgeted \$177,000 expense for insurance. The lease makes clear the county owes this but that the LEC Authority engages the insurance provider: "Section 13.2 of the lease specifies that the County must pay to the Authority the costs of insurance secured by the Authority as "Additional Rent."

There are two options: dedicate reserve funding or reallocate current county funds from the FY 25 budget dedicated to an over-and-above repair expense (not operations) and rely on the plain language of the lease. (Please note: Nothing in this agenda item contemplates touching a dollar of the Maintenance Funds which will receive the day after 4-30-24 meeting another \$200,00 from property tax dollars and carry a balance of \$1.4 million.)

From our 4-23-24 meeting, it seemed no reduction or reallocation was convincing to the majority, which I respectfully disagree with even while respecting each of my fellow supervisors and their respective rationale. Either way, a funding allocation must be specified and having had substantial debate, I plan to simply read the Executive Summary and make the following two motions in respective order.

BACKGROUND:

The Law Enforcement Center has exceeded \$70 million with several expenses not yet addressed, e.g. \$210,000 of an unbilled 28th Street Project, a rapidly depleted Miscellaneous Fund, and costs that may very well exceed \$72 million. Over 20 years time, an annual \$400,000 in property taxpayer dollars will yield \$8 million. Over that same period, the county we have now learned will pay \$1.6 million more in insurance over 20 years than it is currently paying in the old facility.

Setting a precedent of the county paying for repairs to a building that it is already taxing for in a maintenance fund for is doubly taxing for a building that will cost from all sources of revenue in excess of \$80 million (\$50.3 million bond, ARPA, one time F&E, interest, etc.). While there are understandable factors outside of the Board's control, e.g. supply-chain/demand issues, rising costs, incurred damages, etc., how much money the BOS keeps on allocating for funding that is already there is within our control. How we engage and proactively respond to longstanding issues is certainly within our control.

While it is our hope that the eventually opened building will pay the bond payments off in revenue, the two amounts alone (\$400,000 from the maintenance fund and \$170,000 in repairs) represent over 25% of the \$2.2 million tax asking increase for FY 25.

In trying to resolve these issues, we were asked to turn in our philosophy of a list of over 20 items that were "Operational" and "Maintenance." I did so. We have yet to discuss as a Board how these provisions or this exercise mattered or to discuss.

FINANCIAL IMPACT:

\$7,000 from reserves should funding be reallocated from the FY 25 budget

\$177,000 from reserves should funding not be reallocated from the FY 25 budget

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:

Reallocate \$170,000 from the county's over-and-above contributions to repairs and maintenance not specified in the lease obligated as a "Maintenance Fund contribution" and \$7,000 in reserves to pay for the insurance premium. (Should the aforementioned motion not carry, then...)

Dedicate \$177,000 in reserve funding to pay for the premium.

ACTION REQUIRED / PROPOSED MOTION:

Reallocate \$170,000 from the county's over-and-above contributions to repairs and maintenance not specified in the lease obligated as a "Maintenance Fund contribution" and \$7,000 in reserves to pay for the insurance premium. (Should the aforementioned motion not carry, then...)

Dedicate \$177,000 in reserve funding to pay for the premium.

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

Date: 4/24/2024

Weekly Agenda Date: 4/30/24

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor J. Taylor

WORDING FOR AGENDA ITEM:

Receive into the Record Recommendations for Changes to the Law Enforcement Center Authority Lease with the Woodbury County Board of Supervisors

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

For several months the Woodbury County Board of Supervisors has known that there are provisions of the lease between the Law Enforcement Center Authority and the Board of Supervisors that are problematic. These include a lack of parameters on the thresholds by which the county or the LEC Authority Maintenance Fund will operate, a lack of clarity on functional ownership, a prohibition on the LEC Authority building new buildings from the Maintenance Fund, safeguards and oversight on taxpayer dollars by the county board, etc.

I respect that fellow supervisors wish to take these (or some of these) provisions up with the LEC Authority after the building is built. I simply wish these issues to be known and received into the record for future contemplation. I also respect that the majority of our current BOS was not seated when the lease was approved and that with the seldom-used utilization of this Code section, that this Authority-County relationship is a learning curve. I furthermore welcome the opportunity as was brought up of supervisors to discuss and come to some agreed-upon conclusions in open session should that be a desire.

My only goal tonight is not to debate each provision but to receive into the record for future discussion in amending the lease originally signed 9-1-2020.

BACKGROUND:

1. New Buildings. "Should the county desire to expand or change the use to something other than an LEC, the county must have permission and it's at the LEC Authority's absolute, sole discretion to approve." This language is reasonable and understandable. However, this should certainly apply to the LEC Authority with the prohibition of using county taxpayer funds to build or to engage public or private entities on planning or engaging in long-term facility visioning for new buildings on the grounds without the express approval of the BOS. This would obviate unnecessary confusion as has occurred prior and provide taxpayer safeguards.

2. Project Budgeting. "The Project Budget for the Facility will be the responsibility of the Authority but shall be approved by the county." This should specify not only an overall budget number but amendments to the budget coming before the Board of Supervisors for prior approval to include funds generated from the interest on the bond.

3. Maintenance Fund Approval. Every board has a constitutional system of "checks and balances" whether it be Conservation, Siouxland District Health, WCICC, Veterans Affairs. "The Authority shall set aside the Maintenance Payments under Section 7.3 hereof into a separate account to be used for Maintenance Expenses at the sole and absolute discretion of the Authority." Given that a majority of the LEC Authority does not have elected members of the county from which county taxpayers have been levied, it would make good safeguard sense to ask for BOS approval on expenditures exceeding \$100,000 or \$250,000, something I would hope on the public's behalf that the LEC Authority would welcome for themselves or for any others to follow over 20 years' period.

4. Owner Maintenance Fund Responsibility. The LEC Authority has signaled verbally and in writing that they will not pay for maintenance under \$25,000 though this is not in the lease and strikes me as unreasonable, especially as Supervisor Nelson attested at the 4-24-24 that this isn't even the opinion of the LEC Authority but instead a mistake that the Chairman's sole opinion statement was put on the website legal docs portion after being received 2-13-2024 on a motion that carried 3-0. The same threshold is found on our FY 25 budget docs. Should the LEC Authority desire a threshold, it must be codified or as it is written, the LECA is responsible for all maintenance costs and does not possess the authority to direct county personnel or funds otherwise.

5. Roles and Responsibilities. The relationship of Building Services and its director should be more clearly defined in terms of roles, responsibilities, and authority direction.

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:

See below.

ACTION REQUIRED / PROPOSED MOTION:

Move to receive.