



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(FEBRUARY 12, 2019) (WEEK 7 OF 2019)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held February 12, 2019 at 2:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. If you wish to speak on an item, please follow the seven participation guidelines adopted by the Board.

- 1. Anyone may address the Board on any agenda item after initial discussion by the Board.
2. Speakers will approach the microphone one at a time and be recognized by the Chair.
3. Speakers will give their name, their address, and then their statement.
4. Everyone will have an opportunity to speak. Therefore, your remarks may be limited to three minutes on any one item.
5. At the beginning of the discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under the first or final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please silence cell phones and other devices while in the Board Chambers.

AGENDA

2:30 p.m. 1. Update on Tax Rate Report – Dennis Butler Information
2. Budget Review Discussion for FY 2020 Page
a. District Health – General Basic 6
b. Improvement Requests
1. Sheriff – General Basic 1
2. Emergency Services – General Supplement 2-12
3. WCICC – General Basic 18-26
4. Communication Center – General Basic 27
c. 2020 CIP Program 1-31
d. Proposals of new revenue and budget reductions in order to keep the tax levy low in Woodbury County
e. Further Budget Reviews - Final
4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence
3. Citizen Concerns Information
4. Approval of the agenda Action

Consent Agenda

Items 5 through 8 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

5. Approval of the minutes of the February 5, 2019 meeting
6. Approval of claims
7. Board Administration – Karen James
Approval of lifting tax suspensions for petitioners who failed to re-certify their income or Income does not qualify for continued tax suspension
8. Human Resources – Melissa Thomas
Approval of Memorandum of Personnel Transactions

End Consent Agenda

9. Rolling Hills Community Services Region – Dawn Mentzer
 - a. Approval of Woodbury County FY20 budget with Rolling Hills Community Services Region Action
 - b. Approval of Rolling Hills Community Services 28E Agreement Action
10.
 - a. Approval of awarding County Farm bid to Bruce Willems Action
 - b. Approval of Farm Lease Contract with Bruce Willems Action
 - c. Approval of awarding Briese Farm bid to Bruce Willems Action
 - d. Approval of Farm Lease Contract with Bruce Willems Action
11. Juvenile Detention – Ryan Weber
Approval of the 2018 – 2019 Food Service Contract with CBM Action
12. Secondary Roads – Mark Nahra
 - a. Approval of completion certificate for HMA Rout and Seal 2018 Action
 - b. Approval of completion certificate for project L-B(B82)—73-97 Action
 - c. Approval of completion certificate for project L-B(L78)—73-97 Action

Recess Board of Supervisors Meeting

Convene Bennet-McDonald-Smithland District Trustees Meeting

13. Approval of quotation for video checking culverts under levee

Adjourn Bennet-McDonald-Smithland District Trustees Meeting

Continue Board of Supervisors Meeting

14. Reports on Committee Meetings Information
15. Citizen Concerns Information
16. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

| | | |
|-----------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------|
| SAT., FEB. 9 | 12:30 p.m. | Conservation Strategic Planning Session, Dorothy Pecaut Nature Center |
| WED., FEB. 13 | 8:05 a.m. | Woodbury County Information Communication Commission, First Floor Boardroom |
| THUR., FEB. 14 | 4:30 p.m. | Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park |
| WED., FEB. 20 | 10:00 a.m. | Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St. |
| | 12:00 p.m. | Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202 |
| THUR., FEB. 21 | 4:30 p.m. | Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue |
| MON., FEB. 25 | 6:00 p.m. | Zoning Commission Meeting, First Floor Boardroom |
| TUES., FEB. 26 | 1:00 p.m. | Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa |
| MON., MAR. 4 | 6:00 p.m. | Board of Adjustment meeting, First Floor Boardroom |
| TUES., MAR. 5 | 4:45 p.m. | Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave. |
| WED., MAR. 6 | 12:00 p.m. | District Board of Health Meeting, 1014 Nebraska St. |
| THURS., MAR. 7 | 10:00 a.m. | COAD Meeting, The Security Institute |

The following Boards/Commission have vacancies: Commission to Assess Damages - Category A, Category B, Category C and Category D

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.

The Running Total: Current Tax Rates for FY 19

Certified budget March 15, 2018

Woodbury County: County-Wide
\$7.26 / \$1,000

-\$0.15

Woodbury County: Rural Unincorporated
\$9.51 / \$1,000

-\$0.86

The Running Total: Current Tax Rates for FY 20

Proposed January 1, 2019 Tax Rates*

Woodbury County: County-Wide
\$7.57 / \$1,000

+\$0.31

Woodbury County: Rural Unincorporated
\$10.01 / \$1,000

+\$0.50

**Total department budget requests including improvement items*

The Running Total: Current Tax Rates for FY 20

After January 2, 2019 Adjustment

Woodbury County: County-Wide
\$7.52 / \$1,000

+\$0.26

-\$0.05

Woodbury County: Rural Unincorporated
\$9.96 / \$1,000

+\$0.45

-\$0.05

The Running Total: Current Tax Rates for FY 20

After January 8, 2019 Adjustment

Woodbury County: County-Wide
\$7.49 / \$1,000

+\$0.23

-\$0.03

Woodbury County: Rural Unincorporated
\$9.92 / \$1,000

+\$0.41

-\$0.04

The Running Total: Current Tax Rates for FY 20

After January 15, 2019 Adjustment

Woodbury County: County-Wide
\$7.47 / \$1,000

+\$0.21

-\$0.02

Woodbury County: Rural Unincorporated
\$9.90 / \$1,000

+\$0.39

-\$0.02

The Running Total: Current Tax Rates for FY 20

After January 22, 2019 Adjustment

Woodbury County: County-Wide
\$7.34 / \$1,000

+\$0.21

-\$0.13

Woodbury County: Rural Unincorporated
\$9.77 / \$1,000

+\$0.39

-\$0.13

The Running Total: Current Tax Rates for FY 20

After January 29, 2019 Adjustment

Woodbury County: County-Wide
\$7.34 / \$1,000

+\$0.21

-\$0.00

Woodbury County: Rural Unincorporated
\$9.77 / \$1,000

+\$0.39

-\$0.00

The Running Total: Current Tax Rates for FY 20

After February 5, 2019 Adjustment

Woodbury County: County-Wide
\$7.34 / \$1,000

+\$0.21

-\$0.00

Woodbury County: Rural Unincorporated
\$9.77 / \$1,000

+\$0.39

-\$0.00

Running Tally Report for Tax Askings
Proposed FY 2020
Updated - February 7, 2019

| | <u>Tax Askings</u> | | | | | <u>Total Tax Asking Increase or (Decrease)</u> |
|----------------------------------------------|----------------------|-----------------------------|-----------------------------|---------------------|--------------------|------------------------------------------------|
| | <u>General Basic</u> | <u>General Supplemental</u> | <u>County Services (MH)</u> | <u>Debt Service</u> | <u>Rural Basic</u> | |
| December 28, 2018 - Starting Position | 1,888,852 | 283,125 | 739,730 | (811,343) | 340,429 | 2,440,793 |
| Total Starting Tax Asking | 1,888,852 | 283,125 | 739,730 | (811,343) | 340,429 | 2,440,793 |
| Changes: | | | | | | |
| January 2, 2019 | | | | | | |
| Dept. of Human Services - Rev. Increase | (40,000) | | | | | (40,000) |
| Public Bidder | (1,000) | | | | | (1,000) |
| Board Expense | (1,000) | | | | | (1,000) |
| Board Administration | (2,000) | | | | | (2,000) |
| Juvenile Attorney Fees | | (70,000) | | | | (70,000) |
| Reduction in tax asking | | | (93,373) | | | (93,373) |
| January 2, 2019 | (44,000) | (70,000) | (93,373) | 0 | 0 | (207,373) |
| | | | | | | 0 |
| | | | | | | 0 |
| Subtotal | 1,844,852 | 213,125 | 646,357 | (811,343) | 340,429 | 2,233,420 |
| January 8, 2019 | | | | | | |
| Conservation Parks Improvement Request | (153,072) | | | | | (153,072) |
| Conservation Naturalist Revenue | (1,000) | | | | | (1,000) |
| Election Administration | | (250) | | | | (250) |
| Recorder Revenue for GIS | (35,000) | | | | | (35,000) |
| January 8, 2019 | (189,072) | (250) | 0 | 0 | 0 | (189,322) |
| | | | | | | 0 |
| Subtotal | 1,655,780 | 212,875 | 646,357 | (811,343) | 340,429 | 2,044,098 |

Tax Askings

| | <u>General Basic</u> | <u>General Supplemental</u> | <u>County Services (MH)</u> | <u>Debt Service</u> | <u>Rural Basic</u> | <u>Total Tax Asking Increase or (Decrease)</u> |
|-------------------------------------|--------------------------|---------------------------------|---------------------------------|-------------------------|------------------------|--------------------------------------------------------|
| Changes: | | | | | | |
| January 15, 2019 | | | | | | |
| Communication Center | | 4,162 | | | | 4,162 |
| Building Services: | | | | | | |
| Courthouse Building | (26,853) | | | | | (26,853) |
| LEC | (17,560) | | | | | (17,560) |
| Trosper/Hoyt | (7,523) | | | | | (7,523) |
| Praire Hills | (1,027) | | | | | (1,027) |
| Anthon | (6,000) | | | | | (6,000) |
| District Health | (1,500) | | | | | (1,500) |
| Building Services | (16,950) | | | | | (16,950) |
| Tri-View | (2,000) | | | | | (2,000) |
| January 15, 2019 | (79,413) | 4,162 | 0 | 0 | 0 | (75,251) |
| Subtotal | 1,576,367 | 217,037 | 646,357 | (811,343) | 340,429 | 1,968,847 |
| January 22, 2019 | | | | | | |
| Sheriff: | | | | | | |
| Uniform Patrol | (3,000) | | | | | (3,000) |
| Correctional Facility | (20,500) | | | | | (20,500) |
| Correctional Facility - New Revenue | (80,000) | | | | | (80,000) |
| Administration | (30,500) | | | | | (30,500) |
| Use of Gaming Revenue | (300,000) | | | | | (300,000) |
| Debt Service | | | | (120,000) | | (120,000) |
| January 22, 2019 | (434,000) | 0 | 0 | (120,000) | 0 | (554,000) |
| Subtotal | 1,142,367 | 217,037 | 646,357 | (931,343) | 340,429 | 1,414,847 |

Tax Askings

| | <u>General Basic</u> | <u>General Supplemental</u> | <u>County Services (MH)</u> | <u>Debt Service</u> | <u>Rural Basic</u> | <u>Total Tax Asking Increase or (Decrease)</u> |
|-----------------------------------|--------------------------|---------------------------------|---------------------------------|-------------------------|------------------------|--------------------------------------------------------|
| January 29, 2019 | | | | | | |
| No Changes | | | | | | |
| Subtotal | 1,142,367 | 217,037 | 646,357 | (931,343) | 340,429 | 1,414,847 |
| February 5, 2019 | | | | | | |
| No Changes | | | | | | |
| Subtotal | 1,142,367 | 217,037 | 646,357 | (931,343) | 340,429 | 1,414,847 |
| February 12, 2019 | | | | | | |
| | 0 | 0 | 0 | 0 | 0 | 0 |
| February 19, 2019 | | | | | | |
| Subtotal - Increase or (Decrease) | 1,142,367 | 217,037 | 646,357 | (931,343) | 340,429 | 1,414,847 |

Proposed Tax Asking After Adjustments by Review Date
FY 20

| <u>County Tax Fund</u> | FY 20 Proposed Tax Asking by Fund | <u>1/2/2019</u> | <u>1/8/2019</u> | <u>1/15/2019</u> | <u>1/22/2019</u> | <u>1/29/2019</u> | <u>2/5/2019</u> | <u>2/12/2019</u> | <u>2/19/2019</u> | Proposed Final Total | Difference |
|------------------------|------------------------------------------------------|-----------------|-----------------|------------------|------------------|------------------|-----------------|------------------|------------------|-------------------------------------|-------------------|
| General Basic | 18,029,259 | (44,000) | (189,072) | (79,413) | (434,000) | | | | | 17,282,774 | (746,485) |
| General Supplemental | 11,887,821 | (70,000) | (250) | 4,162 | | | | | | 11,821,733 | (66,088) |
| County Services | 3,060,060 | (93,373) | | | | | | | | 2,966,687 | (93,373) |
| Debt Service | 971,474 | | | | (120,000) | | | | | 851,474 | (120,000) |
| Rural Basic Services | 3,107,594 | | | | | | | | | 3,107,594 | 0 |
| Total | 37,056,208 | (207,373) | (189,322) | (75,251) | (554,000) | 0 | 0 | 0 | 0 | 36,030,262 | (1,025,946) |

Running Tax Rate & Tax Asking Changes - FY20

| Fund | Tax Rates | | | Tax Askings | | |
|-------------------------|-----------------------|-----------------------------|--------------------------|-------------------------|-----------------------------|-----------------------------|
| | Current | Proposed | Proposed | Current | Proposed | Proposed |
| | Tax Rates FY 19 | Starting Tax Rates FY 20 | Tax Rate as of 2-7-19 | Tax Askings FY19 | Tax Askings FY 20 1-1-20 | Tax Askings as of 2-7-19 |
| General Basic | 3.69591 | 4.03169 | 3.85976 | 16,140,407 | 18,029,259 | 17,282,774 |
| General Supplemental | 2.65730 | 2.65835 | 2.64264 | 11,604,696 | 11,887,821 | 11,821,733 |
| County Service (Region) | 0.53132 | 0.68429 | 0.66341 | 2,320,330 | 3,060,060 | 2,966,687 |
| Debt Service | <u>0.37716</u> | <u>0.20098</u> | <u>0.17590</u> | <u>1,782,817</u> | <u>971,474</u> | <u>851,474</u> |
| Subtotal County Wide | 7.26169 | 7.57531 | 7.34171 | 31,848,250 | 33,948,614 | 32,922,668 |
| Rural Basic | <u>2.24345</u> | <u>2.43494</u> | <u>2.43494</u> | <u>2,767,165</u> | <u>3,107,594</u> | <u>3,107,594</u> |
| Total Townships Only | 9.50514 | 10.01025 | 9.77665 | 34,615,415 | 37,056,208 | 36,030,262 |

| SIOUXLAND DISTRICT HEALTH DEPARTMENT | | | | | |
|--------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|--------------------------------------|
| FY 2019-2020 BUDGET PROPOSAL | | | | | |
| SUMMARY | | | | | |
| | Approved FY 2016-17 Budget | Approved FY 2017-18 Budget | Approved FY 2018-19 Budget | Proposed FY 2019-20 Budget | FY 2019-20 Anticipated Revenue |
| ADMINISTRATION (3041) | 1,035,009 | 1,148,813 | 1,148,283 | 1,191,851 | 48,716 |
| NURSING (3001) | 817,565 | 935,704 | 863,013 | 962,283 | 93,800 |
| LABORATORY (3012) | 434,497 | 435,462 | 445,212 | 475,278 | 103,000 |
| ENVIRONMENTAL (3021) | 736,266 | 760,806 | 774,693 | 824,693 | 531,500 |
| NUTRITION PROGRAM (3018) | 5,000 | 6,000 | 5,000 | 5,000 | 0 |
| Grants | | | | | |
| MIECHV (3005) | 148,000 | 161,662 | 170,000 | 171,206 | 171,206 |
| MATERNAL HEALTH (3006) | 116,305 | 0 | 0 | 0 | 0 |
| TUBERCULOSIS (3007) | 950 | 900 | 1,800 | 1,800 | 1,800 |
| SCCAN HOPES (3008) | | | 8,350 | 0 | 0 |
| HOPES/INFANT MORTALITY (3009) | 281,489 | 304,852 | 291,864 | 467,444 | 467,444 |
| TOBACCO GRANT (3011) | 53,208 | 53,181 | 53,447 | 53,447 | 53,447 |
| WELL GRANTS (3014) | 26,530 | 26,530 | 26,530 | 30,927 | 30,927 |
| IMM SVS (3015) | 40,106 | 43,206 | 40,000 | 57,153 | 57,153 |
| SCCAN PCA (3016) | 10,584 | 10,584 | 10,584 | 0 | 0 |
| CARE FOR YOURSELF (BCC) (3019) | 120,950 | 112,228 | 90,000 | 66,305 | 66,305 |
| NACDD (3022) | 0 | 0 | 0 | 0 | 0 |
| LEAD GRANT (3023) | 32,169 | 32,166 | 26,916 | 21,449 | 21,449 |
| MINI WELLNESS GRANTS (3025) | 0 | 0 | 0 | 0 | 0 |
| PICH (3026) | 120,458 | 33,023 | | | 0 |
| ORAL HEATHLH PROGRAM (3028) | 80,880 | 75,027 | 70,170 | 70,173 | 70,173 |
| LOCAL BIOTERRORISM (3032) | 107,000 | 350,000 | 261,000 | 249,500 | 249,500 |
| DRUG TESTING (3034) | 30,100 | 30,000 | 30,000 | 30,000 | 30,000 |
| NACCHO MRC (3035) | 0 | 0 | 0 | 0 | 0 |
| MINI WELLNESS FED GRANTS (3036) | 0 | 0 | 0 | 0 | 0 |
| WIC (3042) | 753,216 | 786,638 | 758,513 | 709,899 | 709,899 |
| CHILD HEALTH (3403) | 417,990 | 0 | 0 | 0 | 0 |
| MCAH (3044) | 0 | 424,556 | 475,544 | 493,115 | 493,115 |
| HOMEMAKER (3410) | 265,438 | 264,400 | 234,869 | 223,879 | 223,879 |
| TOTAL | 5,633,710 | 5,995,738 | 5,785,788 | 6,105,402 | 3,423,313 |
| Revenue | 3,361,376 | 3,479,839 | 3,281,303 | 3,423,313 | |
| Tax Askings | 2,272,334 | 2,515,899 | 2,504,485 | 2,682,089 | |
| | | | HEALTH FUND to 20% | 140,298 | |
| | | | FINAL TAX ASKING | 2,822,387 | |

**Siouxland District Health Department
FY20 Increases - tax supported Public Health Work**

| | Expenditures | Revenues |
|------------------------------------------------------|---------------------|-----------------|
| 3012 - Lab(also includes building services) | | |
| New Staff Family Insurance | \$9,957 | |
| Lab supplies- increasing costs | \$4,350 | |
| Custodial Supplies - align with expenditures | \$1,175 | |
| Every other year inspection fees | \$3,808 | |
| Building Maintenance- align with acutal expenditures | \$2,000 | |
| Total Lab | \$21,290 | |
| 3001-Nursing | | |
| .24 FTE PH Nurse adjusments for STD Services | \$23,395 | |
| .4 FTE PH Nurse adjustments for STD Services | \$38,372 | |
| .45 FTE Interpreter- New Position | \$22,740 | |
| Anticipated revenue reduction- Clinic Fees etc. | | -\$13,200 |
| Total Nursing | \$71,307 | |
| 3041-Admin | | |
| Changing of position from Single to family insurance | \$9,957 | |
| Total Admin | \$9,957 | |
| 3021-Environmental - Flat task asking | \$0 | |
| 3018-Nutrition - Flat Task Asking - Standard amount | \$0 | |
| Total Increase (not including 3% COL) | \$102,554 | |

Dennis Butler

From: Kevin Grieme
Sent: Wednesday, January 2, 2019 1:19 PM
To: Dennis Butler
Cc: Terry Steichen; Tyler Brock
Subject: Tax Asking Increase
Attachments: SDHD FY20 Tax Asking Increase summary.pdf

Dennis,

I have gone through in a quick summary of where the requested increases come from, which most from staffing transitions. I did not have time to go through and outline what staffing reductions have occurred within positions that have now warranted us to make these changes. I know in the last year, we have reduced the Homemaker Aides from 4 to three and we have not filled a public health nurse position that has required us to adjust the current staff member's time to reflect our service delivery.

Thanks,
Kevin

Kevin Grieme
Health Director, Siouxland District Health Department
1014 Nebraska St Sioux City IA 51105
Ph: 712-279-6119 / Fax: 712-255-2601
kgrieme@siouxlanddistricthealth.org
Visit us at: www.siouxlanddistricthealth.org



"A Healthy Community for All"



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

Date: February 7, 2019

Weekly Agenda Date: February 12, 2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor / Dennis Butler

WORDING FOR AGENDA ITEM: Proposals of New Revenue and Budget Reductions in order to Keep the Tax Levy Low in Woodbury County

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY: We have been through several weeks of budgeting. This represents a best effort of many ideas to include new revenue, repurposing of funds, and reductions. This is in addition to the \$300,000 in gaming revenues previously proposed and passed by the Board.

BACKGROUND: These proposals do include the addition of a single deputy and a correctional officer based on the data provided, half of the Sheriff’s improvement request. The second position (correctional officer) would be funded from \$40,000 in Room and Board costs but presupposes reductions in all other improvement requests, some of which are based on denials from the City of Sioux City. This has been to help bridge a gap while at the same time maximizing coverage. There are a total of 13 proposals that we are offering.

FINANCIAL IMPACT: Total of potentially \$549,853 worth of decreases in expenses and/or increases in revenue adjustments wherein we can look to utilize money other than that which comes from taxpayers.

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: Motion separately on each of the 13 proposals in order to help Woodbury County keep moving in a taxpayer-friendly direction on the levy.

Recap of Suggested Changes

| | |
|--------------------------------------------------------------------------------|-------------------|
| As of February 5, 2019 taxes over current tax rate | 550,163 |
| Deny Improvement Requests: | |
| (1) Sheriff - Two Deputies | 169,486 |
| (2) WCCICC - All Improvement Requests | 51,023 |
| (3) Communication Center - All Improvement Requests | ??? |
| (4) Emergency Services - All Improvement Requests | 19,839 |
| (5) District Health - Replenish Cash Reserves to 20% | 140,298 |
| (6) Conservation - Motor Vehicle Upgrades | 50,000 |
| (7) Gamings Revenues - Tax Reduction | 59,803 |
| (8) Sheriff's Room and Board Fund -60% funding of one new Correctional Officer | 40,000 |
| (9) County Services - Additional Distribution at June 30, 2019 | 50,000 |
| (10) DHS Administrative Expenses Reimbursement | 80,000 |
| (11) Debt Service Fund Reserves | 100,000 |
| (12) County Treasurer - Motor Vehicle Fees | 20,000 |
| (13) Juvenile Detention - Care and Keep | <u>50,000</u> |
| | |
| Taxes over Current Tax Rate | <u><u>310</u></u> |

Suggested Changes or reductions in the Proposed FY 2020 Budget

(1) Sheriff:

Deny 2 deputies in the improvement request. Allow one deputy

169,486 Reduction

(2) WCCICC:

All improvement requests were denied

51,023 Reduction

(3) Communication Center:

All improvement request are on hold

????

(4) Emergency Services:

Deny improvement requests for pay upgrade and 1/4 Paramedic

19,839 Reduction

(5) District Health:

District Health has asked for a \$242,767 increase over the 3% additional that was originally inserted by Dennis. Included in the \$242,767 additional increase is \$140,298 to attain a cash reserve of 20% and \$102,469 additional funding for expenses. It is suggested to eliminate the \$102,469 additional funds above the 3% that was inserted by Dennis.

Over 3% of budget increase 102,469 Reduction
Replenish Cash Reserve to 20% increases taxes

140,298

(6) Conservation:

Reduce Line Item 001-6101-461-6350 (Motor Vehicle) from \$100,000 to \$50,000. Possibly the \$50,000 reduction could be funded from Conservation Reserve or just eliminate \$50,000 of Equipment Purchases.

\$50,000

(7) Gaming Revenues:

Currently there is \$121,227 unallocated in FY 19. With the additional revenues of \$459,000 and proposed expenditures of \$420,424, there will be \$159,803 unallocated. With this said it is suggested that the Board add \$59,803 to the \$300,000 allocated for FY 2020 for tax relief in the General Basic Fund. This will still leave \$100,000 unallocated for FY 20.

59,803 Revenue

(8) Sheriff's Room and Board:

The room and board revenues are split between General Basic (40%) and Sheriff's Room and Board (60%). If a new correctional officer is approved possibly 60% of the wages and benefits could be paid from the Room and Board Fund. I (Jeremy) asked if the Sheriff would be supportive.

40,000 Revenue

(9) County Services (Region):

The distribution of region funds from Sioux Rivers was estimated at \$1,448,713 when budgets were being discussed and approved. It appears that Woodbury County distribution could be \$1,510,838 meaning that current projections are \$62,125 more than is necessary. On the safe side it is estimated that \$50,000 could be used to reduce Woodbury County's tax levy. If it appears to be a greater distribution, then the tax levy can still be reduced up to June 1, 2019.

50,000 Revenue

(10) DHS Regional Administrative Expenses:

In reviewing the expenditures being used to calculate the reimbursements possibly custodial wages and benefits should be used as part of the reimbursement. Kenny estimates this could possibly generate additional funds.

80,000 Revenue

(11) Debt Service:

We can reduce the tax askings of reserves on hand because of estimated interest rates. Over the years, we have accumulated approximately \$421,000. This can safely be reduced as a bridge to new revenues. There is no reason to have more than 12% because the bulk of our payments come in June. We are in some ways having a "reserve within a reserve."

100,000 Reduction

(12) County Treasurer Motor Vehicle:

Looking at the current revenue for motor vehicle fees received by the treasurer's office, the total projected for FY 2019 is as follows. The total revenue for the first seven months of this FY is \$500,036. Dividing that amount by 7 months then times twelve for a full FY equals \$857,204 for the FY. The proposed revenue for FY 20 is \$830,000 but should be increased to \$850,000 which would represent an increase of \$20,000 for FY 20

20,000 Revenue

(13) Juvenile Detention - Juvenile Care and Keep

After looking at the current revenue received for care and keep of juveniles the projected for FY 20 can be increased by \$50,000.

50,000 Revenue

FEBRUARY 5, 2019, SIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, February 5, 2019 at 3:30 p.m. Board members present were Ung, De Witt, Radig, Pottebaum (by phone), and Taylor. Staff members present were Heather Satterwhite, Executive Secretary, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, Dennis Butler, Budget/Tax Analyst, and Patrick Gill, Auditor/Clerk to the Board.

1. State of the Budget presentation by Dennis Butler. Copy filed.
- 2a. Motion by Radig second by Taylor to receive Juvenile Detention Facility budget as submitted. Carried 5-0.
 Motion by Taylor second by Ung to receive the Juvenile Detention Youth Guidance Services budget as submitted. Carried 5-0.
- 2b. Motion by Radig second by Ung to receive the County Services Regional Distribution budget as submitted. Carried 5-0.
- 2c. Motion by De Witt second by Taylor to receive the Community/Economic Development budget reduced by \$2,000.00. Carried 5-0.
- 2d. Motion by Taylor to approve a 2.75% increase for wage plan employees; the motion died for lack of a second.
 Motion by De Witt second by Pottebaum to approve a 3.0% increase for wage plan employees. Carried 3-2 on a roll call vote; Ung and Radig were opposed.

The Board recessed until the fall of the gavel.

The regular meeting was called to order at 4:30 p.m. with the Pledge of Allegiance to the Flag and a Moment of Silence.

Pottebaum was no longer present.

3. There were no citizen concerns.
4. Motion by Radig second by Taylor to approve the agenda for February 5, 2019. Carried 4-0. Copy filed.
 Motion by De Witt second by Taylor to approve the following items by consent:
5. To approve minutes of the January 29, 2018 meeting. Copy filed.
6. To approve the claims totaling \$983,331.14. Copy filed.
7. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date of parcel #894726101003, 3001 13th St.

**RESOLUTION #12,807
 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 Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block Eight (8), Long View Addition, situated in the County of Woodbury and the State of Iowa (3001 13th 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 **19th Day of February, 2019 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 **19th Day of February, 2019**, 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 \$221.00** plus recording fees.

Dated this 5th Day of February, 2019.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

8. To receive the County Recorder's Report of Fees Collected for the period of 10/01/18 through 12.31/18. Copy filed.
- 9a. To approve the appointment of David Benson, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 2-06-19, \$18.05/hour. Job Vacancy Posted 1-9-19. Entry Level Salary: \$16.43-\$18.05/hour.; the appointment of Theresa Jochum, Interim MHDS Service Coordinator, Sioux Rivers Dept., effective 2-06-19, \$63,920.00/year. Appointment.; the separation of Jerardo Cruz, Civilian Jailer, County Sheriff Dept., effective 2-07-19. Resignation.; and the promotion of Max Martin, Jail Sergeant, County Sheriff Dept., effective 2-11-19, \$28.58/hour, 23%=\$5.43/hr. Promotion from Civilian Jailer to Jail Sergeant. Copy filed.
- 9b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Civilian Jailer, County Sheriff Dept., CWA: \$19.28/hour.; and Jail Sergeant, County Sheriff Dept., CWA: \$28.58/hour. Copy filed.
10. To approve the expenses up to \$1,000 for travel expenses covering Larry Goldberg's travel on the exploratory trip to funded from unobligated Intake Project funds. Copy filed.

Carried 4-0.

Motion by Radig second by De Witt to receive artwork from the USS Sioux City Commissioning Committee. Carried 4-0.

11. The Board heard reports on committee meetings.
12. There were no citizen concerns.
13. Board concerns were heard.

The Board adjourned the regular meeting until February 12, 2019.

Meeting sign in sheet. Copy filed.

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

Date: 2/4/19

Weekly Agenda Date: 2/12/19

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James - Admin. Assistant

WORDING FOR AGENDA ITEM:

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

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

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

BACKGROUND:

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

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

ACTION REQUIRED / PROPOSED MOTION:

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

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County
FROM: Melissa Thomas, Human Resources Director
SUBJECT: Memorandum of Personnel Transactions
DATE: February 12, 2019

For the February 12, 2019 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. County Treasurer Percentage Deputy, Separation.

Thank you

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

Date: 2/1/19

Weekly Agenda Date: 2/12/19

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dawn Mentzer, Rolling Hills CEO

WORDING FOR AGENDA ITEM:

Fiscal Year 2020 Woodbury County Budget with Rolling Hills Community Services Region

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Rolling Hills Community Services Regional budget for Fiscal Year 2020 contains \$7,445,836 in Service and Administrative Expenditures for all eight counties per the following breakdown:

*Rolling Hills seven county projected Service Expenditures: \$3,657,124; Administrative Costs: \$342,812 for a total budget target of \$3,999,936.

*Woodbury County Service Expenditures: \$3,125,258; Administrative Costs: \$320,642 for a total budget target of \$3,445,900.

Woodbury County will need to contribute a Per Capita Target to the Region of \$33.63 to cover the budget target of \$3,445,900 in addition to a contribution of \$1,000,000 towards the ending fund balance percentage of 29% on 6/30/20 which will result in a fund balance for all eight counties of \$2,195,591. The current member counties of Rolling Hills will contribute \$30.75 per capita in order to spend down the regional and individual county balances and reduce the overall ending funding balance near the 20% threshold per SF504.

BACKGROUND:

Throughout the budget process, the current seven member counties have agreed to zero out the fund balances that have been historically held on the local level to aim toward the 20% ending fund balance on both the regional and county level. These balances will be reduced next fiscal year to equalize the ending balance with Woodbury County which is the justification for the \$1,000,000 contribution according to the previously agreed upon MOU to achieve financial parity. The higher Per Capita Contribution for Woodbury County is necessary to cover all expenditures in the first year as a member county of Rolling Hills. In subsequent years, an equal Per Capita Target will be contributed by all eight counties.

The Woodbury budget projection includes \$322,648 for new core services, non-core reductions for school based services from \$490,000 to \$257,637, full funding of the ARC program and Shesler Hall per their requests. Siouxland Mental Health Center has requested an increase in operational costs for the Crisis Stabilization and Assessment Center from \$650,000 to \$780,000 for FY'20. Following negotiations with Sioux Rivers Region, a decision was reached to jointly fund this request on a 75/25% split with our region which results in a reduction for Rolling Hills from \$780,000 to \$585,400. Siouxland Mental Health (SMH) had requested an increase for their FY'20 block granted services from \$1,460,000 to \$2,033,242.50. The outcome of negotiations between the Rolling Hills CEO, SMH CEO and their Chief Financial Officer resulted in an agreement between the parties to a budget of \$1,510,350. The current costs for Woodbury County staffing levels was included in the Fiscal Year 2020 budget to allow for an assessment of the staff needed to perform Woodbury County duties on behalf of Rolling Hills.

FINANCIAL IMPACT:

ROLLING HILLS COMMUNITY SERVICES Fiscal Year 19/20 Budget

(CURRENT 7 COUNTIES)

ADMINISTRATIVE COSTS \$342,812
SERVICE EXPENDITURES \$3,657,124
TOTAL \$3,999,936

(Includes Budget adjustments for PAMHC If fully funded)

Per Capita Target \$30.75 (\$2,928,323)+\$2,268,416 (2019 ending balance)= \$5,196,739
- \$3,999,936 (expenditures)
= FY 20 Ending Fund Balance of \$1,196,803 (29%)

(WOODBURY COUNTY)

ADMINISTRATIVE COSTS \$320,642
SERVICE EXPENDITURES \$3,125,258 =\$3,445,900
Per Capita Target \$33.63 (\$3,444,687) contributed to Rolling Hills through combination of levy and return of excess fund balance from Sioux Rivers
TOTAL ROLLING HILLS COMMUNITY SERVICES REGION BUDGET FOR FY'2019/2020 \$ 7,445,836

Due to the uncertainty of the amount of funds that Woodbury County will exit Sioux Rivers with on 6/30/19, it is difficult to project a exact ending fund balance target for FY'20. It is anticipated that Woodbury County's portion of excess balance will result in \$1,400,000 being returned to the county barring any unforeseen circumstances.

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

Yes No

RECOMMENDATION:

Approve the Budget and Per Capita Target.

ACTION REQUIRED / PROPOSED MOTION:

Approve the FY'20 Budget and Per Capita Target of \$33.63.

| GLNumber | COA | FY20 Budget |
|--------------------|--------------------------------------------------------------------------------------------|-------------|
| 90% | Services Management (MI): xxx-4022-xxx-xxxx | |
| 110-4022-440-1000 | Services Management - Salary of Regular Employees | 133,063 |
| 110-4022-440-1100 | Services Management - FICA - County Contribution | 10,827 |
| 110-4022-440-1110 | Services Management - IPERS - County Contribution | 12,561 |
| 110-4022-440-1121* | Services Management - Employee Life Ins | 95 |
| 110-4022-440-1123* | Services Management - Employee Dental Ins | 634 |
| 110-4022-440-1126* | Services Management - Employee LTD | 689 |
| 110-4022-440-1130 | Services Management - Employee Group Hlth Insurance- County Contribution | 33,057 |
| 110-4022-440-1170 | Services Management - Other Benefit Programs - County Contribution | |
| 110-4022-440-3760 | Services Management - Service coordination (portion of salary divided into clients served) | |
| 110-4022-440-2500 | Services Management - Fuel | |
| 110-4022-440-2600 | Services Management - Stationary/Forms/General Office Supplies | |
| 110-4022-440-4130 | Services Management - Mileage & Other Travel Expenses | 5,000 |
| 110-4022-440-4140 | Services Management - Telecommunications Services (Cell Phones) | 1,200 |
| 110-4022-440-4210 | Services Management - Information Technology | |
| 110-4022-440-4220 | Services Management - Educational & Training Services | 5,000 |
| 110-4022-440-4800 | Services Management - Dues & Memberships | 200 |
| | | 202,326 |

| | | |
|--------------------|--------------------------------------------------------------------------------------------|--------|
| 10% | Services Management (ID): xxx-4222-xxx-xxxx | |
| 110-4222-442-1000 | Services Management - Salary of Regular Employees | 14,785 |
| 110-4222-442-1100 | Services Management - FICA - County Contribution | 1,203 |
| 110-4222-442-1110 | Services Management - IPERS - County Contribution | 1,396 |
| 110-4222-442-1121* | Services Management - Employee Life Ins | 11 |
| 110-4222-442-1123* | Services Management - Employee Dental Ins | 71 |
| 110-4222-442-1126* | Services Management - Employee LTD | 76 |
| 110-4222-442-1130 | Services Management - Employee Group Hlth Insurance- County Contribution | 3,673 |
| 110-4222-442-1170 | Services Management - Other Benefit Programs - County Contribution | |
| 110-4222-442-3760 | Services Management - Service coordination (portion of salary divided into clients served) | |
| 110-4222-442-2500 | Services Management - Fuel | |
| 110-4222-442-2600 | Services Management - Stationary/Forms/General Office Supplies | |
| 110-4222-442-4130 | Services Management - Mileage & Other Travel Expenses | |
| 110-4222-442-4140 | Services Management - Telecommunications Services | |
| 110-4222-442-4210 | Services Management - Information Technology | |
| 110-4222-442-4220 | Services Management - Educational & Training Services | |
| 110-4222-442-4800 | Services Management - Dues & Memberships | |
| | | 21,215 |

| | | |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| | Justice System-Involved Services: xxx-4046-xxx-xxxx | |
| 110-4046-440-4220 | Justice-Involved Services - Educational & training services safety training for law enforcement, first responders, etc., re: mental health awareness. (MH 1st Aid Training portion of salary?) | 15,000 |
| | | 15,000 |

| | | |
|--------------------|-------------------------------------------------------------------------------------------|--------|
| | Justice System Involved Coordination: xxx-4025-xxx-xxxx | |
| 110-4025-440-1000 | Justice System Involved Coordination - Salary of Regular Employees | 54,974 |
| 110-4025-440-1100 | Justice System Involved Coordination - FICA - County Contribution | 3,850 |
| 110-4025-440-1110 | Justice System Involved Coordination - IPERS - County Contribution | 5,190 |
| 110-4025-440-1121* | Justice System Involved Coordination - Employee Life Ins | 53 |
| 110-4025-440-1123* | Justice System Involved Coordination - Employee Dental Ins | 352 |
| 110-4025-440-1126* | Justice System Involved Coordination - Employee LTD | 383 |
| 110-4025-440-1130 | Justice System Involved Coordination - Employee Group Hlth Insurance- County Contribution | 7,764 |
| 110-4025-440-1170 | Justice System Involved Coordination - Other Benefit Programs - County Contribution | |
| 110-4025-440-2500 | Justice System Involved Coordination - Fuel | |
| 110-4025-440-2600 | Justice System Involved Coordination - Stationary/Forms/General Office Supplies | 500 |
| 110-4025-440-4130 | Justice System Involved Coordination - Mileage & Other Travel Expenses (Parking) | 1,000 |
| 110-4025-440-4140 | Justice System Involved Coordination - Telecommunications Services (Cell Phone) | 660 |
| 110-4025-440-4210 | Justice System Involved Coordination - Information Technology | |
| 110-4025-440-4220 | Justice System Involved Coordination - Educational & Training Services | 500 |
| 110-4025-440-4800 | Justice System Involved Coordination - Dues & Memberships | |
| | | 75,226 |

| | | |
|--------------------|------------------------------------------------------------------------------|--------|
| | Mental Health Advocate: xxx-4075-xxx-xxxx | |
| 110-4075-440-1000 | Mental Health Advocate - Salary of Regular Employees | 38,461 |
| 110-4075-440-1100 | Mental Health Advocate - FICA - County Contribution | 2,693 |
| 110-4075-440-1110 | Mental Health Advocate - IPERS - County Contribution | 3,631 |
| 110-4075-440-1130 | Mental Health Advocate - Employee Group Hlth Insurance - County Contribution | 7,764 |
| 110-4075-440-1121* | Mental Health Advocate - Employee Life Ins | 53 |
| 110-4075-440-1123* | Mental Health Advocate - Employee Dental Ins | 352 |
| 110-4075-440-1126* | Mental Health Advocate - Employee LTD | 383 |
| 110-4075-440-1170 | Mental Health Advocate - Other Benefit Programs - County Contribution | |
| 110-4075-440-2600 | Mental Health Advocate - Stationary/Forms/General Office Supplies | |

| | | |
|-------------------|-------------------------------------------------------------------|--------|
| 110-4075-440-4130 | Mental Health Advocate - Mileage & Other Travel Expenses | 800 |
| 110-4075-440-4140 | Mental Health Advocate - Telecommunications Services (Cell Phone) | 660 |
| 110-4075-440-4210 | Mental Health Advocate - Information Technology | |
| 110-4075-440-4220 | Mental Health Advocate - Educational & Training Services | 500 |
| 110-4075-440-4800 | Mental Health Advocate - Dues & Memberships | |
| | | 55,297 |

| | | |
|----------------------------------------|----------------------------------------------------------------------------|---------|
| Direct Admin: xxx-4411-xxx-xxxx | | |
| 110-4411-444-1000 | Direct Admin - Salary Regular Employees | 104,850 |
| 110-4411-444-1100 | Direct Admin - FICA - County Contribution | 7,343 |
| 110-4411-444-1110 | Direct Admin - IPERS- County Contribution | 9,898 |
| 110-4411-444-1130 | Direct Admin - Employee Group Hlth Insurance - County Contribution | 36,730 |
| 110-4411-444-1170 | Direct Admin - Other Benefit Programs - County Contribution | |
| 110-4411-444-2500 | Direct Admin - Fuels (Motor Vehicle Supplies) | |
| 110-4411-444-2600 | Direct Admin - Stationary/Forms/General Office Supplies | 3,500 |
| 110-4411-444-4120 | Direct Admin - Postage & Mailing | 150 |
| 110-4411-444-4130 | Direct Admin - Mileage & Other Travel Expenses | 8,000 |
| 110-4411-444-4140 | Direct Admin - Telecommunications Services | 200 |
| 110-4411-444-4210 | Direct Admin - Information Technology (Internet) | 1,500 |
| 110-4411-444-4220 | Direct Admin - Education & Training | 5,000 |
| 110-4411-444-4310 | Direct Admin - Electric Power | 8,500 |
| 110-4411-444-4320 | Direct Admin - Water & Sewer | 500 |
| 110-4411-444-4410 | Direct Admin - Buildings & Grounds (Repair & Maintenance) | |
| 110-4411-444-4440 | Direct Admin - Office Equipment (Repair & Maintenance - Printer Contracts) | 2,200 |
| 110-4411-444-4400 | Direct Admin - Vehicles & Equip. (Repair & Maintenance) | |
| 110-4411-444-4470 | Direct Admin - Miscellaneous (Repair & Maintenance) | |
| 110-4411-444-4710 | Direct Admin - Custodial Services (Aramark) | 2,500 |
| 110-4411-444-4750 | Direct Admin - Sanitation & Disposal Services | 650 |
| 110-4411-444-4800 | Direct Admin - Dues & Memberships Services (CSN, Newspaper, Fire) | 47,000 |
| 110-4411-444-4840 | Direct Admin - Credit & Background Info Services | 2,000 |
| | | 240,521 |

| Woodbury County | | Services |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-----------------|
| MI | | |
| 720-4150-4004-440-3720 | Planning and/or Consultation Services (Client Related) | |
| 720-4150-4004-440-3770 | Provider Incentive Payment (new code recommended by the Regional COA Committee 5/2017) | |
| >Provider Improvement Grants | | |
| 720-4150-4004-440-4220 | Consultation - Educational and training services to providers | |
| 720-4150-4005-440-3730 | Public Education Services | 380,000 |
| MHC allocations/block grants Added 30,000 | | |
| >Siouxland Mental Health: Allocation grant (Reduced by \$64,000 - Intake Coordinator position to be billed as f-f-s) | | |
| 720-4150-4025-440-3760 | Justice System Involved Coordination - Coordination Services | 160,000 |
| >Siouxland Mental Health: Mental health courts | | |
| 720-4150-4032-440-3260 | Support Services - Guardian/Conservator (DON'T use for Center for Siouxland!) | |
| 720-4150-4032-440-3270 | Support Services - Representative payee (Center for Siouxland) | 12,500 |
| 720-4150-4032-440-3290 | Support Services - Supported Community Living | |
| >Hope Haven: SCL f-f-s | | |
| >Pride Group: SCL f-f-s | | |
| 720-4150-4033-440-3400 | Basic Needs - Rent payments with defined time limits | |
| 720-4150-4033-440-3990 | Basic Needs - Other (R&B, personal allowance) | |
| 720-4150-4041-440-3060 | Physiological Treatment - Prescription Medicine/Vaccines | 10,000 |
| >Siouxland Mental Health: Drilling Rx mh meds f-f-s | | |
| 720-4150-4042-440-3050 | Psychotherapeutic Treatment - Outpatient | 120,000 |
| >Siouxland Mental Health: Psych Outpt f-f-s | | |
| 720-4150-4042-440-3060 | Psychotherapeutic Treatment - Medication prescribing and medication management | |
| >Siouxland Mental Health: Psych Outpt f-f-s | | |
| 720-4150-4042-440-3100 | Transitional Living Program requested 64,079 | 64,079 |
| >Shesler Hall: Daily f-f-s | | |
| 720-4150-4042-440-3660 | Psychotherapeutic Treatment - Social Support Services (Drop-in centers, clubhouse centers) | 190,000 |
| >Siouxland Mental Health: Friendship House grant Added 40,000 back in | | |
| 720-4150-4042-440-3960 | Psychotherapeutic Treatment - Community Support Programs (CSP) | |
| >Siouxland Mental Health: Psych Outpt f-f-s (CSP) | | |
| 720-4150-4042-440-3970 | Psychotherapeutic Treatment - Psychiatric Rehabilitation | |
| >Hope Haven: Psych rehab f-f-s | | |
| 720-4150-4042-440-3990 | Psychotherapeutic Treatment - Other | 257,637 |
| >Siouxland Mental Health: Rural Schools program: \$25,000; (eliminated) | | |
| >Sioux City Community Schools: School-based Reduced to \$127337 / half Outreach Program: \$130300 | | |
| 720-4150-4043-440-3010 | Evaluation (Non-Crisis) - Assessment and Evaluation | |
| >Siouxland Mental Health: Psych Outpt f-f-s | | |
| 720-4150-4044-440-3020 | Crisis Services - 23 hour observation & holding (ASC) | |

| | | |
|------------------------|-------------------------------------------------------------------------------------|-----------|
| 720-4150-4044-440-3120 | Crisis Stabilization Community Based Services (CSCBS) (<i>DON'T use for ASC!</i>) | |
| 720-4150-4044-440-3130 | Crisis Services - Crisis stabilization residential services (ASC) | 650,000 |
| 720-4150-4044-440-3460 | Crisis Services - Telephone Crisis Service | |
| 720-4150-4045-440-3230 | Peer Family Support - Family Support | |
| 720-4150-4046-440-3050 | Mental Health Services in Jails | |
| | | |
| 720-4150-4050-440-3600 | Voc/Day - Sheltered Workshop Services | |
| | >Hope Haven: Sheltered Workshop services f-f-s | |
| 720-4150-4050-440-3640 | Voc/Day - Job Development | |
| | >Hope Haven: Employment Alternative Program split | |
| 720-4150-4050-440-3680 | Voc/Day - Individual Supported Employment | |
| | Placement Incentives | 50,000 |
| 720-4150-4063-440-3290 | Comm Based Settings (1-5 Bed) - Supported Community Living | |
| | >Pride Group: SCL f-f-s | |
| 720-4150-4064-440-3140 | Comm Based Settings (6+ Beds) - RCF | 300,000 |
| | >Pride Group: RCF f-f-s | |
| 720-4150-4071-440-3190 | State MHI Inpatient - Per diem charges | 30,000 |
| | >Cherokee MHI: f-f-s reduced by \$90,000 | |
| | >Independence MHI: f-f-s | |
| 720-4150-4074-440-3000 | Commitment - Diagnostic Evaluations | 60,000 |
| | >Physician fees for MH court commitment f-f-s | |
| 720-4150-4074-440-3530 | Commitment - Sheriff Transportation | 30,000 |
| | >Sheriff transportion fees for MH court commitment f-f-s | |
| 720-4150-4074-440-3930 | Commitment - Legal Representation | 60,000 |
| | >Attorney fees for MH court commitment f-f-s | |
| 720-4150-4075-440-3950 | Mental Health Advocate - General | 2,500 |
| | | |
| | | 2,376,716 |

| ID | | |
|------------------------|----------------------------------------------------------------|---------|
| 720-4150-4232-442-3250 | Support Services - Respite Services | |
| 720-4150-4232-442-3260 | Support Services - Guardian/Conservator | |
| | >Prairie Rose Care Mgmt | |
| 720-4150-4232-442-3270 | Support Services - Representative payee (Center for Siouxlant) | 12,500 |
| 720-4150-4232-442-3290 | Support Services - Supported Community Living | |
| | >Hope Haven: SCL f-f-s & admin | |
| | >Pride Group: SCL f-f-s | |
| 720-4150-4242-442-3660 | Psychotherapeutic Treatment - Social Support Services | 60,000 |
| | >Woodbury County ARC: Summer Program | |
| 720-4150-4250-442-3600 | Voc/Day - Sheltered Workshop Services | |
| | | |
| 720-4150-4250-442-3640 | Voc/Day - Job development services | |
| | >Hope Haven: Employment Alternative Program split | |
| 720-4150-4250-442-3680 | Voc/Day - Individual Supported Employment | 50,000 |
| | placement incentives | |
| | | 122,500 |

| DD | | |
|------------------------|------------------------------------------------|--|
| 720-4150-4332-443-3250 | Support Services - Respite Services | |
| 720-4150-4332-443-3290 | Support Services - Supported Community Living | |
| 720-4150-4350-443-3600 | Voc/Day - Sheltered Workshop Services | |
| | >Hope Haven: Sheltered Workshop services f-f-s | |
| 720-4150-4350-443-3620 | Voc/Day - Prevocational Services | |

| ADMIN | | |
|------------------------|--------------------------------------------------------|--------|
| 110-4150-4411-444-1010 | Direct Admin - Wages of Temp & Part Time Employees | 12,043 |
| 110-4150-4411-444-1110 | Direct Admin - IPERS - County Contribution | 1,137 |
| 110-4150-4411-444-1100 | Direct Admin - FICA - County Contribution | 921 |
| 720-4150-4411-444-4000 | Direct Admin - Publications Notices & Advertisements | |
| 720-4150-4411-444-4020 | Direct Admin - Typing Printing & Binding Services | |
| 720-4150-4411-444-4120 | Direct Admin - Postage & Mailing | |
| 720-4150-4411-444-4130 | Direct Admin - Mileage & Other Travel Expenses | |
| 720-4150-4411-444-4200 | Direct Admin - Accounting Auditing & Clerical Services | |
| | >Williams & Company CPAs: Sioux Rivers Region | |
| 720-4150-4411-444-4210 | Direct Admin - Data Processing Services | |
| | >Sioux Rivers Website design & actuation | |

| | | |
|------------------------|---------------------------------------------------------------------|--------|
| 720-4150-4411-444-4220 | Direct Admin - Educational & Training Services | |
| 720-4150-4411-444-4410 | Direct Admin - Buildings & Grounds (Repair & Maintenance) | |
| 720-4150-4411-444-4440 | Direct Admin - Vehicles & Equip. (Repair & Maintenance) | |
| | >Sioux Rivers vehicle signage | |
| 720-4150-4411-444-4470 | Direct Admin - Miscellaneous (Repair & Maintenance) | |
| 720-4150-4411-444-4820 | Direct Admin - Property Insurance | |
| | >ICAP, vehicle and property insurance | |
| 720-4150-4411-444-4800 | Direct Admin - Dues & Memberships Services | |
| | >Compliancy Group, LLC | |
| 720-4150-4411-444-4810 | Direct Admin - Contributions to other Governments and Organizations | |
| 720-4150-4411-444-6100 | Direct Admin - Buildings & Plant (construction) | |
| 720-4150-4411-444-6360 | Direct Admin - Office Equipment & Furniture | |
| | | 14,101 |

Total Services **\$ 2,868,280**

Total Admin 254,622

322,648

3,445,550

2017 population estimate 102429

ROLLING HILLS REGIONAL MENTAL HEALTH/DISABILITY SERVICES BUDGET

Name of Region: Rolling Hills Community Services Region
 Chief Executive Officer: Dawn Mentzer
 Address: 605 Cayuga St. Storm Lake, IA 50588
 Telephone & Email: 712-749-2556 dmentzer@bvcountyiowa.com

| BEGINNING FUND BALANCE AND RECIEPTS | | Budget 2018/2019 | Budget 2019/2020 |
|----------------------------------------------|----|---------------------|---------------------|
| BEGINNING FUND BALANCE | 1 | 3,433,891 | 2,268,416 |
| OTHER RECIEPTS | | | |
| 2250 Mental Health & Disability Services Equ | 2 | - | |
| 2540 Distributions from MHDS Regional Men | 3 | 2,302,176 | 7,373,011 |
| 2X Other Intergovernmental Revenues | 4 | | - |
| 4X & 5X Charges for Services | 5 | - | - |
| 6X Use of Money & Property | 6 | - | - |
| 8X Miscellaneous Revenue | 7 | - | - |
| | 8 | | |
| | 9 | | |
| | 10 | | |
| | 11 | | |
| SUBTOTAL OTHER RECIEPTS | 13 | 2,302,176 | 7,373,011 |
| | 14 | | |
| TOTAL RESOURCES | 15 | 5,736,067 | 9,641,427 |

| EXPENDITURES | | Budget 2018/2019 | Budget 2019/2020 |
|---------------------------------------------------------------|----|------------------|------------------|
| SERVICES TO PERSONS WITH: | | | |
| 40XX MENTAL ILLNESS | 16 | 2,599,227 | 5,678,169 |
| 42XX INTELLECTUAL DISABILITIES | 17 | 523,077 | 455,000 |
| 43XX OTHER DEVELOPMENTAL DISABILITIES | 18 | 40,500 | 43,500 |
| 47XX BRAIN INJURY | 19 | - | |
| 44XX GENERAL ADMINISTRATION | | | |
| 4411 Direct Administration | 21 | 38,000 | 663,454 |
| 4412 Purchased Administration | 22 | 75,000 | |
| 4414 Distribution to Counties from MHDS Regional Fiscal Agent | 23 | 191,847 | 605,713 |
| 44xx TOTAL GENERAL ADMINISTRATION | 24 | 304,847 | 1,269,167 |
| 45XX COUNTY PROVIDED CASE MGMT | 25 | - | - |
| 46XX COUNTY PROVIDED SERVICES | 26 | - | - |
| | 27 | | |
| TOTAL MH/DS EXPENDITURES | 28 | 3,467,651 | 7,445,836 |
| | 29 | | |
| ENDING FUND BALANCE: | | | |
| | 30 | | |
| | 31 | | |
| Fund Balance - Restricted | 32 | - | - |
| Fund Balance - Committed | 33 | - | |
| Total Ending Fund Balance | 34 | 2,268,416 | 2,195,591 |
| TOTAL REQUIREMENTS | 35 | 5,736,067 | 9,641,427 |

MULTI-COUNTY REGIONAL MENTAL HEALTH/DISABILITY SERVICES REGION - Detail

| EXPENDITURES | | Budget 2018/2019 | Budget 2019/2020 |
|----------------------------------------|----|---------------------|---------------------|
| SERVICES TO PERSONS WITH: | | | |
| 40XX MENTAL ILLNESS | | | |
| 400X Information & Education Services | 1 | 162,000 | 87,300 |
| 402X Coordination Services | 2 | 654,766 | 800,025 |
| 403X Personal & Environmental Support | 3 | 44,000 | 57,500 |
| 404X Treatment Services | 4 | 1,265,461 | 3,769,877 |
| 405X Vocational & Day Services | 5 | 213,000 | 163,000 |
| 406X Lic/Certified Living Arrangements | 6 | 50,000 | 350,000 |
| 407X Inst/Hospital & Commit Services | 7 | 210,000 | 450,467 |
| 40XX Subtotal | 8 | 2,599,227 | 5,678,169 |
| 42XX INTELLECTUAL DISABILITIES | | | |
| 420X Information & Education Services | 9 | - | |
| 422X Coordination Services | 10 | 235,533 | 139,000 |
| 423X Personal & Environmental Support | 11 | 88,500 | 74,000 |
| 424X Treatment Services | 12 | - | |
| 425X Vocational & Day Services | 13 | 199,044 | 242,000 |

| MHDS Regional Members | | Distributions received |
|-----------------------|-------------|------------------------|
| 1 | Buena Vista | \$ 618,383.00 |
| 2 | Calhoun | \$ 299,690.00 |
| 3 | Carroll | \$ 624,840.00 |
| 4 | Cherokee | \$ 347,967.00 |
| 5 | Crawford | \$ 524,472.00 |

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

Date: 1/24/19

Weekly Agenda Date: 2/12/19

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dawn Mentzer, Rolling Hills CEO

WORDING FOR AGENDA ITEM:

Rolling Hills Community Services 28E Agreement

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County has sought to become a member of the Rolling Hills Community Services Region as demonstrated by a resolution passed on 11/7/17 and subsequent Memorandum of Understanding between the parties. The 28E Agreement requires signature by the following Boards of Supervisors in each County: Buena Vista, Calhoun, Carroll, Cherokee, Crawford, Ida, Sac and Woodbury. The 28E Agreement will be filed with each respective County Auditor of the parties to the document and the Iowa Secretary of State's Office.

BACKGROUND:

The Iowa Department of Management requires that a 28E Agreement exist between the parties to allow a new member county that is joining a Region to equalize the Per Capita. Without this binding document, the new member county must adhere to their per capita maximum within their current region at the time of budget certification. The Rolling Hills Community Services Region Governance Board passed a \$33.63 Per Capita contribution for Fiscal Year 19/20, however the current Per Capita Maximum in Sioux Rivers Region is \$30.49. As a result, the Governance Board reviewed the existing 28E Agreement and made some minor modifications to the Agreement that will need to be approved by each County. The changes are as follows:

*Section 1: Added the language: "Woodbury County is considered to be a member county under this 28E Agreement effective July 1, 2019."

*Section 6.1: Struck the language: The initial Regional Administrator Team shall divide the Region's administrative responsibilities amongst themselves, so that each CPC on the Regional Administrator Team will function in one of the below categorical roles:
• Community Management; Communications Management; Compliance Management; and Process Management.
This was removed as these duties are fulfilled by the CEO.

*Section 7.1: Member county contributions to the Region will be on an equal per capita basis however, a new county may provide a higher per capita in the first year as a member of the Region.
This language clarifies that a county joining the Region can contribute a higher per capita to cover the costs of their services the first year in the Region.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Pass the proposed 28E Agreement.

ACTION REQUIRED / PROPOSED MOTION:

Approve the changes to the 28E Agreement. Approve and sign the 28E Agreement as a new member County of the Rolling Hills Community Services Region effective July 1, 2019.

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

28E AGREEMENT

FOR

ROLLING HILLS COMMUNITY SERVICES REGION

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as the Rolling Hills Community Services Region (the "Region").

SECTION 1: IDENTITY OF THE PARTIES

The undersigned counties are political subdivisions and constitute "public agencies" as defined in Iowa Code section 28E.2. The initial member counties are: Buena Vista, Calhoun, Carroll, Crawford, Ida and Sac. County membership may, however, change from time to time as provided in this Agreement and the current member counties at any time shall be referred to as the "member counties" in this Agreement. Cherokee County is considered to be a member county under this 28E Agreement effective January 1, 2015. Woodbury County is considered to be a member county under this 28E Agreement effective July 1, 2019.

SECTION 2: PURPOSE GOAL AND OBJECTIVE

The member counties entered into this 28E Agreement to create a mental health and disability service regional administrative entity as described in the Iowa Code to provide local access to mental health and disability services for adults and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

SECTION 3: TERM AND TERMINATION

- 3.1 Term. This Agreement shall be effective when the undersigned initial member counties, as listed in Section 1 execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (the "Effective Date").
- 3.2 Termination. The term of this Agreement shall be perpetual, unless terminated by:
 - a) a repeal or amendment of the Iowa Code sections that result in a major modification of a statutory requirement for mental health services to be provided through a regional format; or
 - b) a majority of the member counties approve termination of the region.

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

- 3.3 Wind Up of Region. In the event the Agreement is terminated as provided in Section 3.2, the Governing Board shall begin winding down the Region. If all the requirements in Section 3.2 are met by or on December 1 of any year, then this Agreement will terminate effective for the succeeding June 30th. If all the requirements in Section 3.2 are met after December 1 of any year, then this Agreement will terminate effective one calendar year from the succeeding June 30th. Any county could terminate their participation with this agreement at an earlier date by a two-thirds majority vote of the Governing Board.
- 3.4 Distribution of Assets. In the event this Agreement is terminated and the Region is dissolved, all property of the Region shall be delivered, assigned and conveyed to the member counties, by population to each member county. Any real property that needs to be acquired or disposed of shall be completed at the discretion of the Governing Board.

SECTION 4: GOVERNING

- 4.1 Governing Board Directors: The Governing Board of Directors shall contain the following Directors:
- a) Each member county shall appoint one of its supervisors to serve as a Director on the Governing Board and alternates. The Board of Supervisors of each member county shall select its Director and alternates and he or she shall serve indefinitely at the pleasure of the county appointing the Director, until a successor is appointed, or until the earlier death, resignation, or the end of such person's service as a county supervisor. Any Director appointed under this Section may be removed for any reason by the county appointing the Director, upon written notice to the Region's Board of Directors, which notice shall designate a successor Director to fill the vacancy.
 - b) At least one individual who utilizes mental health and disability services, or is an actively involved relative of such an individual. This Director shall be appointed by the advisory committee described below, with such appointment to become effective upon approval by the Governing Board of the Region. This Director shall serve as an ex-officio, non-voting Director. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two year terms.
 - c) At least one individual representing service providers in the Region. This Director shall be appointed by the advisory committee described below, with such appointment to become effective upon approval by the Governing Board of the Region. This Director shall serve as an ex-officio, non-voting Director. This Director shall be appointed to two year terms, with the initial term beginning upon the Effective Date.

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

4.2 Director Vacancies.

- a) County-Appointed Directors: If a vacancy occurs during the term of a county-appointed Director, and/or alternates due to death, resignation, or end of service as a county supervisor of such Director, the vacancy shall be filled within sixty (60) days of its occurrence by the county having the right of appointment.
- b) Committee-Appointed Directors. If a vacancy occurs during the term of a committee-appointed Director, due to death or resignation of such Director, the vacancy shall be filled within sixty (60) days of its occurrence by the committee having the right of appointment. Such appointment to fill a vacancy shall become effective upon the approval of the Governing Board of the Region.

4.3 Voting Procedures for Governing Board Members. Each shall have one vote on the Board. Each counties vote shall be cast by their county-appointed Director or alternate. Regular business shall be conducted utilizing a simple majority one county/one vote process. No member of the Governing Board shall be allowed to call for a weighted vote. However, in the event of a tie vote, the Governing Board shall utilize a weighted vote. In each such case, the vote of the county appointed Director representing the least populous county in the region shall have a weight of one unit, and the vote of each of the other members who are county appointed Directors shall have a weight which bears the same proportion to the one unit as the population of the county that member represents bears to the population of the least populated county in the Region. The weight of the vote of each shall be amended after each official Federal census establishes a growth or decrease in population. A listing of the current weighted votes shall be attached to each copy of the bylaws. A quorum must be present in order for the Governing Board to take action. A quorum shall be 51% of county-appointed Directors or alternates.

The Governing Board shall take action by approval from the majority of the Directors present. Voting shall be done by roll call vote. Proxy voting will not be allowed; however, a Governing Board Director may attend up to two (2) meetings per calendar year via electronic means and be considered present for purposes of quorum and voting.

4.5 Board Officers. The Governing Board shall organize itself and at its initial meeting elect a Chair, Vice-Chair and Secretary. Thereafter, at the first meeting each calendar year, the Governing Board shall elect a Chair, Vice-Chair and Secretary for the next ensuing one (1) calendar year.

- a) The Chair shall preside at the Board's meetings, preserve order and enforce this Agreement

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

- b) The Vice-Chair shall assist the Chair. During the temporary absence or disability of the Chair, the Vice-Chair shall discharge the duties of the Chair. Should the Chair be permanently absent or disabled, the Vice-Chair shall succeed to the office of the Chair.

Minutes shall be kept at all board meetings.

4.6 Powers of the Governing Board. Except as otherwise provided in this Agreement, the Region shall be under the direction and control of the Board of Directors and the Chief Executive Officer. The Governing Board of Directors shall have each and all of the following powers:

- a) To make and enforce bylaws or rules and regulations for the management and operation of the Region's business and affairs;
- b) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;

The Board may delegate any of these powers to staff of the Region or staff of member counties serving the Region as the Board deems necessary. The Board may adopt such policies, rules, regulations and actions not inconsistent with law or this Agreement.

4.7 Appointment of Committees

Members of any committee of the Region shall be appointed by the Governing Board. Committee members shall serve indefinitely at the pleasure of the Governing Board, until a successor is appointed, or until the earlier death or resignation of such committee member.

4.8 Duties of Committees

The advisory committee, as appointed by the Governing Board, shall have a maximum of two representatives per county. The committee members shall be: individuals who utilize services or actively involved relatives of such individuals; service providers; and the Governing Board Directors. The advisory committee shall advise the Governing Board as requested by the Governing Board and shall also make designations of the ex officio members to the Governing Board as described above.

The Governing Board may take action to create additional committees for various other purposes as it deems appropriate.

4.9 Methods for Dispute Resolution

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An internal dispute which cannot be resolved shall mean any action which the Region must take and for which no agreement on the particular action to be taken has been determined through the process set forth under this Agreement and such determination of action has remained unresolved for 10 business days.

In the event an internal dispute arises amongst or between the Governing Board, the Chief Executive Officer or any of the member counties, which cannot be resolved, the following dispute resolution shall be used:

- a) Mediation conducted pursuant to Chapter 679C of the Iowa Code;
- b) If after which the dispute remains unresolved, arbitration will be conducted pursuant to Chapter 679A of the Iowa Code.

5. MEMBERS

5.1 Specification, Requirements, Obligations, Expectations of Member Counties

The member Counties agree to the following:

- To respond to reasonable requests to make local records available to the Region for the purposes of this Agreement;
- To provide sufficient office space for the performance of contracted services;
- To support the effective collaboration of other county functions related to the provision of contracted services;
- To provide county staff as agreed between the member county and the Governing Board for the effective provision of contracted services;
- To contribute funds as required by this Agreement; and
- To contribute funds as required by this Agreement at the time of entry into the Region (or the Effective Date for initial member counties).

5.2 Decision that Require a Member Vote

The Governing Board shall not have authority to, and they covenant and agree that they shall not, do, or cause the Region to do, any of the following acts without the prior consent of the majority of the County Boards of Supervisors members of a majority of the member counties:

- a) Permit any new member counties;
- b) Remove any member county (other than a voluntary withdrawal of a county as provided below);
- c) Terminate or amend this Agreement; or
- d) Dissolve the Region.

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

5.3 Member Voting Procedure

Any question related to the issues listed in Section 5.2 above may be presented to the member counties by resolution of the Governing Board of the Region by first adopting a recommendation on the issue and then submitting it to the individual member counties. A separate explanation of the reasons for the recommendation shall be included. Each member county desiring to vote upon the proposal shall do so by resolution of its Board of Supervisors and return of the same to Region's Governing Board Chair a certified copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposal. Any member county not voting upon the proposal within this time shall be considered to have disapproved the proposal. If the proposal receives approval by majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated.

5.4 Additional Member Counties

If a county wishes to become a member county of the Region after the Effective Date, the county must make a written request to the Region's Governing Board. Such request will then be addressed through the Member Voting Procedure set forth in Section 5.3. If a new county's request is approved through such procedure, such new membership will not become effective until:

- a) the county provides a signature page to this Agreement and a resolution from its Board of Supervisors that it agrees to abide by the terms of this Agreement as set out herein and possess legal power and authority to do so; and
- b) if the new county's request has been properly approved and it has submitted the documentation in Section 5.4(a) prior to November 15th, then such membership shall become effective on the first day of the next fiscal year. If all of these requirements are not met until after November 15th, then such membership shall become effective one year from the first day of the next fiscal year. The timing requirements in this subsection may be waived by the Governing Board for cause, including in the event the Region is required by law or by the Iowa Department of Human Services to accept a new member county.

5.5 Member County Withdrawal / Removal

- a) Member County Withdrawal

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Any member county, by resolution of its Board of Supervisors, may withdraw from the Region by giving written notice to the Governing Board of the Region no later than November 15 prior to the end of the fiscal year the withdrawal will be effective. Withdrawal shall not relieve the withdrawing member county of the obligation to pay its share of the expenses of the Region incurred during the fiscal year in which the withdrawal occurs and any other past due amounts. Services of the Region shall continue to be provided to the withdrawing member county until the date of withdrawal, so long as such member county remains in good standing as provided in Section 5.6 below. Upon withdrawal, member counties shall not be entitled to any repayment for funds, services or property provided to the Region.

b) Member County Removal

If the Governing Board feels it is in the best interest of the Region for a member county to be removed from the Region, the Governing Board will pass a resolution to that effect and proceed under the Member Voting Procedure set forth in Section 5.3. Upon removal, member counties shall not be entitled to any repayment for funds, services or property provided to the Region.

5.6. Suspension of Voting Rights and Services

In the event any member county fails to make a payment to the Region as required under this Agreement for 30 days after such payment is requested in writing, then the member county will be deemed delinquent. During any period of delinquency, such member county shall not be entitled to the administrative services of the Region, nor shall the member county be entitled to vote on matters coming before the Governing Board or the member counties unless such delinquency shall be waived by a unanimous vote of the remaining members of the Governing Board. During any period of delinquency, the delinquent county shall not be considered for purposes of achieving a quorum. During any period of delinquency, the clients of such member county will not suffer as a result.

6. STAFF

6.1 Selection Process for Chief Executive Officer

The Governing Board will be responsible for hiring and determining the compensation of the Chief Executive Officer for the region. The Governing Board and Chief Executive Officer will determine the amount of employees necessary to fulfill the staffing needs of the region. The Chief Executive Officer and Coordinators of Disability Services which make up the Regional Administrative Team shall be employees of a county through contract with the region. The Coordinators of Disability Services report to the Chief Executive Officer and the Chief Executive

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

Officer shall report to the Region's Governing Board. Any further staffing needs shall be addressed by the Governing Board.

The Chief Executive Officer shall be the single point of accountability for the Region.

6.2 Performance Evaluation of Chief Executive Officer

The Governing Board shall conduct annual evaluations of the Chief Executive Officer. The Governing Board may conduct additional evaluations of the Chief Executive Officer at any time, as it deems necessary in a given situation. All evaluations shall be summarized in writing and submitted to the Board of Supervisors of the member county which employs the respective Chief Executive Officer. In the event the Governing Board determines that it is not in the best interests of the Region for a particular person or persons to continue to serve as the Chief Executive Officer, the Governing Board shall inform the Board of Supervisors of the member county employing such person.

In the event the Chief Executive Officer resigns, retires or otherwise has his or her employment with the member county terminated, the Governing Board shall appoint a new Chief Executive Officer within thirty (30) days.

6.3 General functions and responsibilities of staff

The Chief Executive Officer may employ or contract with persons or entities (including contracting with member counties for member county employees to provide services to the Region) to staff the needs of the Region; however, the terms of all employment or contracts for staff shall be approved by the Governing Board. Staff shall include one or more coordinators of services, hired either directly by the Region or provided to the Region by the member counties. Coordinators must have a bachelor's or higher degree in human services related or administrative related field. In lieu of a degree in administration, a coordinator may provide documentation of relevant management experience.

The Region intends to employ or contract for staff for the following functions and responsibilities:

- a) Communications;
- b) Strategic Plan Development;
- c) Budget Planning and Financial Reports;
- d) Operations – personnel, benefits, space, training, etc.;

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

- e) Risk Management;
- f) Compliance and Reporting;
- g) Service Processing, Authorization and Access;
- h) Provider Network- development, contracting, quality and performance;
- i) Payment of Claims;
- j) Quality Assurance;
- k) Appeals and Grievances; and
- l) Information Technology.

The Governing Board reserves the right to amend this list on its own motion without member approval as a non-substantive amendment as provided for in Section 8.1.

7. REGION FINANCES

7.1 Management & Expenditure of Funding

General: Participating county monies for the purpose of this 28E shall be funds contributed by each county to the regional fund. Member county contributions to the Region will be on an equal per capita basis however, a new county may provide a higher per capita in the first year as a member of the Region. Contributions to the Region shall be pooled and will be under control of the Governing Board. Source of contribution shall be determined by each contributing county to equal \$47.28 or an amount mandated by the Governing Board. The Regional Governing Board only controls funds contributed to the Region by each individual county. The Regional Governing Board directs that county service reserve funds shall remain in individual county accounts for the purpose of providing the respective county's annual per capita contribution to the Region or other MH/DS purposes as mutually agreed upon by the respective county and the Regional Governing Board.

In Fiscal Year 2015, twenty-five percent of the Per Capita Target Expenditure funds (\$47.28) received by the member counties for purposes related to the Region shall be deposited into a Region account designated for such member county within 15 calendar days of the start of the new fiscal year. Subsequent payment dates to the region shall be subject to the authority of the Governing Board. The Regions funds shall be managed and administered by the Chief Executive Officer, or staff designated by the Chief Executive Officer, and in compliance with the law, direction from the Governing Board and other written policies of the Region.

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

a) Administrative Funding and Resources:

Administrative costs shall be a component of the Region's budget. Such costs shall be paid through the process described in Section 7.1 and any funds or resources for administrative costs of the Region shall be collected through this same process.

b) Use of Savings for Reinvestment

The Region shall comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of Region funds. Through the Region's budgeting process, it shall strive to use surplus funds for the development of additional services.

7.2 Process for Initial Funding to Begin Operations

On the Effective Date, each initial member county shall transfer its Per Capita Target Expenditure Amount as stated in Section 7.1 to the Region, with such funds to be collected and expended through the process described in Section 7.1.

7.3 Process for Annual Independent Audit

Accounts of the Region shall be audited annually by a certified public accountant certified in the state of Iowa, as selected by the Governing Board.

8. SCOPE & AMENDMENTS

8.1 Amendments

The Governing Board is authorized to make non-substantive amendments to this Agreement with a two-thirds vote of board members present. All other amendments to this Agreement shall be conducted through the member approval process described in Section 5.3 and in compliance with Iowa Code Chapter 28E, which includes filing all amendments with the Iowa Secretary of State.

8.2 Entire Agreement

This Agreement represents the entire 28E Agreement of the Region.

8.3 Invalidity

If any one or more provisions of this Agreement are declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

8.4 No Waiver

The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

IN WITNESS WHEREOF, WOODBURY COUNTY EXECUTES THIS 28E AGREEMENT, APPROVING CHANGES TO THE 28E AGREEMENT AS PASSED BY THE ROLLING HILLS GOVERNANCE BOARD ON DECEMBER 27, 2018 AND ENTRANCE INTO THE ROLLING HILLS COMMUNITY SERVICES REGION EFFECTIVE JULY 1, 2019 :

BY: _____
Keith Radig, Chairman, Woodbury County Board of Supervisors

BY: _____
Rocky DeWitt, Woodbury County Board of Supervisors

BY: _____
Marty Pottebaum, Woodbury County Board of Supervisors

BY: _____
Jeremy Taylor, Woodbury County Board of Supervisors

BY: _____
Matthew Ung, Woodbury County Board of Supervisors

ATTEST: _____
Patrick Gill, Woodbury County Auditor

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

IN WITNESS WHEREOF, BUENA VISTA COUNTY EXECUTES THIS 28E AGREEMENT, APPROVING
CHANGES TO THE 28E AGREEMENT AS PASSED BY THE ROLLING HILLS GOVERNANCE BOARD ON
DECEMBER 27, 2018 AND ENTRANCE OF WOODBURY COUNTY INTO THE
ROLLING HILLS COMMUNITY SERVICES REGION
EFFECTIVE JULY 1, 2019 :

BY: _____
Paul Merten, Chairman, Buena Vista County Board of Supervisors

BY: _____
Rhonda Ringgenberg, Buena Vista County Board of Supervisors

BY: _____
Tom Huseman, Buena Vista County Board of Supervisors

BY: _____
Kelly Snyder, Buena Vista County Board of Supervisors

BY: _____
Don Altena, Buena Vista County Board of Supervisors

ATTEST: _____
Sue Lloyd, Buena Vista County Auditor

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

IN WITNESS WHEREOF, CALHOUN COUNTY EXECUTES THIS 28E AGREEMENT, APPROVING
CHANGES TO THE 28E AGREEMENT AS PASSED BY THE ROLLING HILLS GOVERNANCE BOARD ON
DECEMBER 27, 2018 AND ENTRANCE OF WOODBURY COUNTY INTO THE
ROLLING HILLS COMMUNITY SERVICES REGION

EFFECTIVE JULY 1, 2019 :

BY: _____

Mike Cooper, Chairman, Calhoun County Board of Supervisors

BY: _____

Scott Jacobs, Calhoun County Board of Supervisors

BY: _____

Carl Legore, Calhoun County Board of Supervisors

ATTEST: _____

Robin Batz, Calhoun County Auditor

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

IN WITNESS WHEREOF, CARROLL COUNTY EXECUTES THIS 28E AGREEMENT, APPROVING
CHANGES TO THE 28E AGREEMENT AS PASSED BY THE ROLLING HILLS GOVERNANCE BOARD ON
DECEMBER 27, 2018 AND ENTRANCE OF WOODBURY COUNTY INTO THE
ROLLING HILLS COMMUNITY SERVICES REGION
EFFECTIVE JULY 1, 2019 :

BY: _____
Neil Bock, Chairman, Carroll County Board of Supervisors

BY: _____
Gene Meiners, Carroll County Board of Supervisors

BY: _____
Dean Schettler, Carroll County Board of Supervisors

BY: _____
Stephanie Hausman, Carroll County Board of Supervisors

BY: _____
Rich Ruggles, Carroll County Board of Supervisors

ATTEST: _____
Kourtney Irlbeck, Carroll County Auditor

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

IN WITNESS WHEREOF, CHEROKEE COUNTY EXECUTES THIS 28E AGREEMENT, APPROVING
CHANGES TO THE 28E AGREEMENT AS PASSED BY THE ROLLING HILLS GOVERNANCE BOARD ON
DECEMBER 27, 2018 AND ENTRANCE OF WOODBURY COUNTY INTO THE
ROLLING HILLS COMMUNITY SERVICES REGION

EFFECTIVE JULY 1, 2019 :

BY: _____

Rick Mongan, Chairman, Cherokee County Board of Supervisors

BY: _____

Gary Lundquist, Cherokee County Board of Supervisors

BY: _____

Wane Miller, Cherokee County Board of Supervisors

BY: _____

Duane Mummert, Cherokee County Board of Supervisors

BY: _____

Dennis Bush, Cherokee County Board of Supervisors

ATTEST: _____

Kris Glienke, Cherokee County Auditor

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

IN WITNESS WHEREOF, CRAWFORD COUNTY EXECUTES THIS 28E AGREEMENT, APPROVING
CHANGES TO THE 28E AGREEMENT AS PASSED BY THE ROLLING HILLS GOVERNANCE BOARD ON
DECEMBER 27, 2018 AND ENTRANCE OF WOODBURY COUNTY INTO THE

ROLLING HILLS COMMUNITY SERVICES REGION

EFFECTIVE JULY 1, 2019 :

BY: _____

Kyle Schultz, Chairman, Crawford County Board of Supervisors

BY: _____

Cecil Blum, Crawford County Board of Supervisors

BY: _____

Dave Muhlbauer, Crawford County Board of Supervisors

BY: _____

Jeri Vogt, Crawford County Board of Supervisors

BY: _____

Eric Skoog, Crawford County Board of Supervisors

ATTEST: _____

Terri Martens, Crawford County Auditor

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

IN WITNESS WHEREOF, IDA COUNTY EXECUTES THIS 28E AGREEMENT, APPROVING CHANGES
TO THE 28E AGREEMENT AS PASSED BY THE ROLLING HILLS GOVERNANCE BOARD ON
DECEMBER 27, 2018 AND ENTRANCE OF WOODBURY COUNTY INTO THE
ROLLING HILLS COMMUNITY SERVICES REGION
EFFECTIVE JULY 1, 2019 :

BY: _____
Creston Schubert, Chairman, Ida County Board of Supervisors

BY: _____
Rhett Leonard, Ida County Board of Supervisors

BY: _____
Ray Drey, Ida County Board of Supervisors

ATTEST: _____
Lorna Steenbock, Ida County Auditor

28E AGREEMENT - ROLLING HILLS COMMUNITY SERVICES REGION

IN WITNESS WHEREOF, SAC COUNTY EXECUTES THIS 28E AGREEMENT, APPROVING CHANGES
TO THE 28E AGREEMENT AS PASSED BY THE ROLLING HILLS GOVERNANCE BOARD ON
DECEMBER 27, 2018 AND ENTRANCE OF WOODBURY COUNTY INTO THE
ROLLING HILLS COMMUNITY SERVICES REGION
EFFECTIVE JULY 1, 2019 :

BY: _____
Ranell Drake, Chairman, Sac County Board of Supervisors

BY: _____
Brent Wilhelm, Sac County Board of Supervisors

BY: _____
Jim Wissler, Sac County Board of Supervisors

ATTEST: _____
Jim Dowling, Sac County Auditor

FARM LEASE CASH RENT

THIS LEASE ("Lease") is made between Woodbury County, Iowa, Board of Supervisors ("Landlord"), and Bruce Willems, doing business as Bruce Willems ("Tenant") whose address is 3785 – 160th St., Correctionville, IA 51016.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Woodbury County, Iowa (the "Real Estate"):

Northwest Quarter Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) and Southwest Quarter Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Fourteen (14), Township Eighty-eight (88), Range Forty-seven (47); Southwest Quarter Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) Section Twenty-three (23), Township Eighty-eight (88), range Forty-seven (47); Southwest of road East Half Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) Section Twenty-three (23) Township Eighty-eight (88), range Forty-seven (47), Woodbury County, Iowa, contains approximately 200 acres and also the Northwest Quarter Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) Section Twenty-three (23), Township Eighty-eight (88), Range Forty-seven (47), Woodbury County, Iowa (approximately 40 acres total, however, excluding there from the County facility and grounds known as Prairie Hills); approximate 240 acres; of this 208.4 acres is being tilled; the rest is in roads, ditches, county facility, and sewage lagoon for county facility.

Said Real Estate containing 203.5 tillable acres, more or less, with possession by Tenant for a term of 2 crop years to commence on the 1st day of March, 2019, and end on the 1st day of December, 2020. At the expiration of this lease Tenant will yield possession to Landlord without further notice in as good condition as when the Real Estate was entered upon by the Tenant.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Annual cash Rent of \$66,137.50 payable as follows:

One-half (1/2) of the annual Rent equaling \$33,068.75 due on March 1 of each contract year, and the remaining One-half (1/2) equaling \$33,068.75 due on December 1 of each contract year. All Rent is to be paid in person or by mail to Landlord at the Woodbury County Board of Supervisors' Office at 620 Douglas St., Sioux City, IA 51101. Rent must be in Landlord's possession on or before the due date. All sums past due under this Lease shall draw interest at ten percent per annum, payable from the date they become due.

3. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND

GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required

environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock. Tenant shall not keep livestock on the property without Landlord's written consent. Landlord may withhold consent for any reason.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs, if applicable.

4. LANDLORD'S STORAGE SPACE. Tenant may elect to rent storage space in Landlord's grain bins. Tenant must notify Landlord by July 1, 2019 if Tenant desires to rent storage space. Rental of the storage space, if desired, will be accomplished by a separate agreement.

5. ENVIRONMENTAL. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries,

paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

6. TERMINATION OF LEASE. Landlord intends to terminate Lease at the expiration of its term. The tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law (Iowa Code § 562.7).

7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

8. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

9. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

10. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

11. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

12. NO AGENCY. Tenant is not an agent of the Landlord.

13. ATTORNEY FEES AND COURT COSTS. If Landlord prevails in a proceeding to enforce any of the terms of this Lease, Landlord shall be entitled to recover its court costs and reasonable attorneys' fees from the Tenant.

14. CHANGE IN LEASE TERMS. This Lease contains the entire agreement between the parties. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

15. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

16. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 6, which shall be governed by the Code of Iowa.

17. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

DATED: _____, 2019.

TENANT:



Bruce Willems
3785 – 160th St.
Correctionville, IA 51016
(712)389-5615

LANDLORD:

Keith Radig, Chairman
Woodbury County Board of Supervisors

STATE OF IOWA: }
 }ss.
WOODBURY COUNTY}

This instrument was acknowledged before me on Feb. 1, 2019, by Bruce Willems.



Notary Public for State of Iowa



This instrument was acknowledged before me on _____, 2019, by, Keith Radig,
Chairperson of Board of Supervisors, Woodbury County, Iowa.

_____,
Notary Public for Woodbury County,
State of Iowa

FARM LEASE CASH RENT

THIS LEASE ("Lease") is made between Woodbury County, Iowa, Board of Supervisors ("Landlord"), and **Bruce Willems**, doing business as Bruce Willems ("Tenant"), whose address is 3785 – 160th St., Correctionville, IA 51016.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Woodbury County, Iowa (the "Real Estate"):

41 acres of tillable land of Woodbury County property located in Sections 1, Township 88 N, Range 43 W, Kedron Township, Southeast of Iowa Highway 31 and described legally as follows:

Lots 3, 4, 5 of Briese 1st Addition to Woodbury County, Iowa according to plat thereof; and Parcel C of Government Lot 10 of Section 1, Township 88 North, Range 43 West of the 5th PM, Woodbury County, Iowa; and Parcel B of Government Lot 3 of Section 1, Township 88 North, Range 43 West of the 5th P.M., Woodbury County, Iowa.

Said Real Estate containing 41 tillable acres, more or less, with possession by Tenant for a term of 2 crop years to commence on the 1st day of March, 2019, and end on the 1st day of December, 2020. At the expiration of this lease Tenant will yield possession to Landlord without further notice in as good condition as when the Real Estate was entered upon by the Tenant.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Annual cash Rent of \$13,530.00 payable as follows:

One-half (1/2) of the total Rent equaling \$ 6,765.00 due on March 1 of each contract year, and the remaining One-half (1/2) equaling \$ 6,765.00 due on December 1 of each contract year. All Rent is to be paid in person or by mail to Landlord at the Woodbury County Engineer's Office at 759 E. Frontage Road, Merville, IA 51039. Rent must be in Landlord's possession on or before the due date. All sums past due under this Lease shall draw interest at ten percent per annum, payable from the date they become due.

3. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND

GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the

premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock. Tenant shall not keep livestock on the property without Landlord's written consent. Landlord may withhold consent for any reason.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs, if applicable.

4. ENVIRONMENTAL. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to ensure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of

on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

5. TERMINATION OF LEASE. Landlord intends to terminate Lease at the expiration of its term. The tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law (Iowa Code § 562.7).

6. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

7. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

8. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

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10. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

11. NO AGENCY. Tenant is not an agent of the Landlord.

12. ATTORNEY FEES AND COURT COSTS. If Landlord prevails in a proceeding to enforce any of the terms of this Lease, Landlord shall be entitled to recover its court costs and reasonable attorneys' fees from the Tenant.

13. CHANGE IN LEASE TERMS. This Lease contains the entire agreement between the parties. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

14. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

15. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 6, which shall be governed by the Code of Iowa.

16. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

DATED: _____, 2019.

TENANT:
B Willems

Bruce Willems
3785 – 160th St.,
Correctionville, IA 51016

LANDLORD:

Keith Radig
Chairperson, Board of Supervisors
Woodbury County, Iowa

STATE OF IOWA: }
 }ss.
WOODBURY COUNTY}

This instrument was acknowledged before me on Feb. 2, 2019, by Bruce Willems.



Karen James

Notary Public for State of Iowa

This instrument was acknowledged before me on _____, 2019, by, Keith Radig, Chairperson of Board of Supervisors, Woodbury County, Iowa.

Notary Public for Woodbury County,
State of Iowa

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

Date: 2/7/2019 Weekly Agenda Date: 2/12/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ryan M. Weber, Director

WORDING FOR AGENDA ITEM:

Approval of CBM food contract:
9-1-2018 to 3-1-2019
3-1-2019 to 6-30-2019

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:

Requesting board approval of 2018-2019 CMB Food contract for Juvenile Detention.

BACKGROUND:

CBM was the lone bidder for food services with the Woodbury Juvenile Detention Center. CBM requesting an increase in daily meal price for next contract starting 3-1-2019.

FINANCIAL IMPACT:

Increase is in the amount of \$.65 (\$5.67 to \$6.32). Amount has already been budgeted for next fiscal year.

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 increase and sign food contract for CBM to provide meals to the Woodbury County Juvenile Detention Center beginning 3-1-2019.

ACTION REQUIRED / PROPOSED MOTION:

Approve increase and sign food contract for CBM to provide meals to the Woodbury County Juvenile Detention Center beginning 3-1-2019.

Woodbury County Juvenile Detention Center Non-Profit School Food Service RFP

This document contains a bid solicitation for the furnishing of meals for a nonprofit food service program and sets forth the terms and conditions applicable to the proposed procurement. **Upon acceptance, this document shall constitute the contract between the bidder and the School Food Authority (SFA/Agency).**

The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the bid solicitation/contract.

2018-2019 FOOD SERVICE CONTRACT

Woodbury County Juvenile Detention Center (SFA) & CBM/Summit Managed Food Service (Vendor)

The **WCJDC Woodbury County Juvenile Detention Center** hereinafter referred to as **CBM/Managed Food Service** hereinafter referred to as the "**Vendor**", hereby enter into an agreement that describes the responsibilities of each party when providing meals to Schools in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). (Vendor means a merchandiser of complete meals, meal components).

The SFA agrees to:

1. Plan menus which adhere to meal pattern guidelines for the National School Lunch Program and School Breakfast Program.
2. Provide the Vendor with a list of the names and addresses of the buildings receiving food, and the number of meals by type (breakfast, lunch, and supper) to be delivered to each location and the calendar of operation
3. Notify the Vendor if the number of meals to be delivered needs to be altered by 8:00 AM_(time) on the day the meals are to be served.
4. Be responsible for ensuring that the food service operation conforms to the SFA's agreement with the State Agency.
5. Adhere to the procurement standards set forth in Section 210.21 of the NSLP regulations, OMB Circular 7 CFR 200.317-22.326.
6. Notify the State Agency in writing of proposed changes in the contract. **Changes in the contract must be reviewed by the State Agency before implementation.**
7. Make no payment for meals that are spoiled or unwholesome at the time of delivery and do not meet specifications, or do not otherwise meet the requirements of the contract.
8. Monitor the food service operation daily to ensure the food service is in conformance with program regulations.

The Vendor agrees to:

1. Maintain food production records indicating food produced, portion size, quantity prepared, and recipe number or product description. Information for nutrient analysis, including standardized recipes, nutrition fact labels, and Child Nutrition (CN) labels must be on file with the vendor. This information is needed by the SFA to meet their responsibility in the NSLP and SBP.
2. The vendor must identify portion sizes in writing when food is delivered in bulk.
3. Maintain records to support the SFA's Claim for Reimbursement; make all records available to the SFA upon request: and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement. In cases where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.
4. Submit itemized bills to the SFA monthly.

5. Maintain all applicable state and/or local health certification(s) for the duration of the contract for any facility where meals are prepared.
6. Insure that health and sanitation requirements are met at all times where and when food is prepared, stored, and delivered.
7. If requested, the Vendor agrees to provide meals for periodic inspection to determine bacteria levels and results shall be submitted to the SFA and State Agency.
8. Deliver the meals according to the times listed for each building.
Comply with the Buy American Provision in 7 CFR Part 250 and 7 CFR 210.21.
9. Conform with all civil rights requirements applicable to the SFA.
10. If the contract is in excess of \$2,500, comply with Fair Labor Standards Act, as amended to include Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29CFR, Part 5) pursuant to 7 CFR, Appendix II Part 200 (E)
11. If the contract is in excess of \$10,000, comply with Executive Order 11246, Entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as Supplemented in Department of Labor regulations (41/CFR Part 60) pursuant to 7 CFR, Appendix II Part 200 (C).
12. If the contract is in excess of \$100,000, provide a Certification of Lobbying. This statement is required each renewal period.
13. If the contract is in excess of \$100,000, provide a Disclosure of Lobbying Activities.

The SFA and Vendor mutually agree that:

1. Menus written by the SFA must be reviewed and changes made as necessary to insure the NSLP and SBP meal patterns are met.
2. Contracts will be of duration no longer than one (1 year) with options for the annual renewal of a contract not to exceed four (4) years. The basis for fee adjustments will be identified in the contract.
3. Vendor has liability for payment of over claims resulting from USDA/State reviews or audits, caused by vendor nonconformance, and this liability extends beyond the term of the contract.

The SFA reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The SFA shall notify the Vendor of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the SFA shall have the right, upon written notice, of the immediate termination of the contract and the Vendor shall be liable for any damages incurred by the SFA. The Contract may be terminated by either party upon submission to the other part of written notice at least 30 days prior to the date of termination. A copy of the termination letter must be sent to the State Agency.

Vendor Meal Charges

1. Milk is provided by vendor and included in meal cost
2. Meal count is to be called into Vendor by ss
3. Meals will be delivered to the Detention facility.
4. Meals and condiments will be purchased in bulk according to the number of meals needed.
5. Meals will not include straws, napkins, plates or single-service ware.
6. Delivery time : Breakfast 7:15 am Lunch 12:15 pm Supper 4:45 pm
7. Vendor will bill SFA on the 15th of each month.
8. SFA payment will be due on the 30th of each month
9. Total Contract Cost \$100,000 (***estimate based on previous year's data***)

10. All snacks or supplies above and beyond what is required with the meals ordered will be on a bill-back basis.

$$\frac{\text{Number Ordered}}{\# \text{ of daily breakfasts}} \times \frac{365}{\# \text{ days served}} \times \frac{\$5.67}{\text{rate/meal}} = \frac{\text{Ordered} \times 365 \times \text{Price}}{\text{Annual Total Cost}}$$

$$\frac{\text{Number Ordered}}{\# \text{ of daily lunches}} \times \frac{365}{\# \text{ days served}} \times \frac{\$5.67}{\text{rate/meal}} = \frac{\text{Ordered} \times 365 \times \text{Price}}{\text{Annual Total Cost}}$$

$$\frac{\text{Number Ordered}}{\# \text{ of daily suppers}} \times \frac{365}{\# \text{ days served}} \times \frac{\$5.67}{\text{rate/meal}} = \frac{\text{Ordered} \times 365 \times \text{Price}}{\text{Annual Total Cost}}$$

Total of all Annual Total Costs (Final Total) \$ \$5.67 per meal x meals ordered

This agreement is effective from 8-1-18 through _____ to the start of the new approved menu

For all contracts, the vendor certifies that their operation or related parties do not appear on the "list of Parties Excluded or Disqualified from Federal Procurement and Non-procurement Programs currently listed on the web at <http://epls.arnet.gov>

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations.

The parties have executed this agreement as of the dates indicated below:

SFA

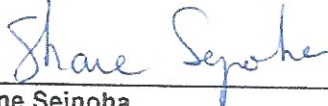
Woodbury County Juvenile Detention
822 Douglas Street Suite 401
Sioux City, IA

Keith Radig, Board Chairman
Woodbury County Board of Supervisors

Date

VENDOR

CBM/Summit Managed Food Service
2219 E Benson Rd,
Sioux Falls, SD



Shane Sejnoha
Vice President of Operations


Date

STATE AGENCY

Cheryl Benson, MSE
Consultant SE Iowa,
Iowa Department of Education,
Bureau of Nutrition & Health Services,
Grimes State Office Building,
Des Moines, IA

Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

It is the policy not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.7. If you have questions or grievances related to compliance with this policy by (Name of CNP Provider), please contact the Iowa Civil Rights Commission, Grimes State Office Building, 400 E. 14th St., Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; web site: <http://www.state.ia.us/government/crc/index.html>.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion –Lower Tier Covered Transactions

This certification is required by the regulations, implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.5110, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

CBM Managed Services _____
Organization Name Project Name

Vice President Operations _____
Name and Title of Authorized Representative

Shane Syoh _____
Signature Date January 22, 2019

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to another remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at an time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by he department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," with out modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant s not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation is this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: _____ Congressional District, if known: 4c | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____ | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI) | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: <u>Shane Seymoha</u> Print Name: <u>Shane Seymoha</u> Title: <u>Vice President Operations</u> Telephone No.: <u>605 444-5022</u> Date: <u>1/22/19</u> | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) |

Woodbury County Juvenile Detention Center Non-Profit School Food Service RFP

This document contains a bid solicitation for the furnishing of meals for a nonprofit food service program and sets forth the terms and conditions applicable to the proposed procurement. **Upon acceptance, this document shall constitute the contract between the bidder and the School Food Authority (SFA/Agency).**

The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the bid solicitation/contract.

2018-2019 FOOD SERVICE CONTRACT

Woodbury County Juvenile Detention Center (SFA)
&
CBM/Summit Managed Food Service (Vendor)

The WCJDC Woodbury County Juvenile Detention Center hereinafter referred to as CBM/Managed Food Service hereinafter referred to as the "Vendor", hereby enter into an agreement that describes the responsibilities of each party when providing meals to Schools in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). (Vendor means a merchandiser of complete meals, meal components).

The SFA agrees to:

1. Plan menus which adhere to meal pattern guidelines for the National School Lunch Program and School Breakfast Program.
2. Provide the Vendor with a list of the names and addresses of the buildings receiving food, and the number of meals by type (breakfast, lunch, and supper) to be delivered to each location and the calendar of operation
3. Notify the Vendor if the number of meals to be delivered needs to be altered by 8:00 AM_(time) on the day the meals are to be served.
4. Be responsible for ensuring that the food service operation conforms to the SFA's agreement with the State Agency.
5. Adhere to the procurement standards set forth in Section 210.21 of the NSLP regulations, OMB Circular 7 CFR 200.317-22.326.
6. Notify the State Agency in writing of proposed changes in the contract. **Changes in the contract must be reviewed by the State Agency before implementation.**
7. Make no payment for meals that are spoiled or unwholesome at the time of delivery and do not meet specifications, or do not otherwise meet the requirements of the contract.
8. Monitor the food service operation daily to ensure the food service is in conformance with program regulations.

The Vendor agrees to:

1. Maintain food production records indicating food produced, portion size, quantity prepared, and recipe number or product description. Information for nutrient analysis, including standardized recipes, nutrition fact labels, and Child Nutrition (CN) labels must be on file with the vendor. This information is needed by the SFA to meet their responsibility in the NSLP and SBP.
2. The vendor must identify portion sizes in writing when food is delivered in bulk.
3. Maintain records to support the SFA's Claim for Reimbursement; make all records available to the SFA upon request: and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement. In cases where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.
4. Submit itemized bills to the SFA monthly.

10. All snacks or supplies above and beyond what is required with the meals ordered will be on a bill-back basis.

$$\frac{\text{Number Ordered}}{\text{\# of daily breakfasts}} \times \frac{365}{\text{\# days served}} \times \frac{\$6.32}{\text{rate/meal}} = \frac{\text{Ordered} \times 365 \times \text{Price}}{\text{Annual Total Cost}}$$

$$\frac{\text{Number Ordered}}{\text{\# of daily lunches}} \times \frac{365}{\text{\# days served}} \times \frac{\$6.32}{\text{rate/meal}} = \frac{\text{Ordered} \times 365 \times \text{Price}}{\text{Annual Total Cost}}$$

$$\frac{\text{Number Ordered}}{\text{\# of daily suppers}} \times \frac{365}{\text{\# days served}} \times \frac{\$6.32}{\text{rate/meal}} = \frac{\text{Ordered} \times 365 \times \text{Price}}{\text{Annual Total Cost}}$$

Total of all Annual Total Costs (Final Total) \$ \$6.32 per meal x meals ordered

The start of the new approved menu

This agreement is effective from **3-1-19** through June 30, 2019.

For all contracts, the vendor certifies that their operation or related parties do not appear on the "list of Parties Excluded or Disqualified from Federal Procurement and Non-procurement Programs currently listed on the web at <http://epls.arnet.gov>

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations.

The parties have executed this agreement as of the dates indicated below:

SFA

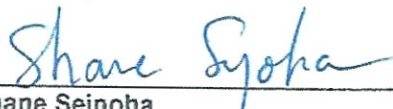
Woodbury County Juvenile Detention
822 Douglas Street Suite 401
Sioux City, IA

Keith Radig, Board Chairman
Woodbury County Board of Supervisors

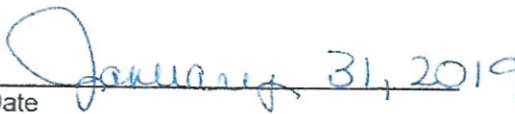
Date

VENDOR

CBM/Summit Managed Food Service
2219 E Benson Rd,
Sioux Falls, SD



Shane Sejnoha
Vice President of Operations


Date January 31, 2019

STATE AGENCY

Cheryl Benson, MSE
Consultant SE Iowa,
Iowa Department of Education,
Bureau of Nutrition & Health Services,
Grimes State Office Building,
Des Moines, IA

Date

5. Maintain all applicable state and/or local health certification(s) for the duration of the contract for any facility where meals are prepared.
6. Insure that health and sanitation requirements are met at all times where and when food is prepared, stored, and delivered.
7. If requested, the Vendor agrees to provide meals for periodic inspection to determine bacteria levels and results shall be submitted to the SFA and State Agency.
8. Deliver the meals according to the times listed for each building.
Comply with the Buy American Provision in 7 CFR Part 250 and 7 CFR 210.21.
9. Conform with all civil rights requirements applicable to the SFA.
10. If the contract is in excess of \$2,500, comply with Fair Labor Standards Act, as amended to include Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29CFR, Part 5) pursuant to 7 CFR, Appendix II Part 200 (E)
11. If the contract is in excess of \$10,000, comply with Executive Order 11246, Entitled "Equal Employment Opportunity, " as amended by Executive Order 11375 and as Supplemented in Department of Labor regulations (41/CFR Part 60) pursuant to 7 CFR, Appendix II Part 200 (C).
12. If the contract is in excess of \$100,000, provide a Certification of Lobbying. This statement is required each renewal period.
13. If the contract is in excess of \$100,000, provide a Disclosure of Lobbying Activities.

The SFA and Vendor mutually agree that:

1. Menus written by the SFA must be reviewed and changes made as necessary to insure the NSLP and SBP meal patterns are met.
2. Contracts will be of duration no longer than one (1 year) with options for the annual renewal of a contract not to exceed four (4) years. The basis for fee adjustments will be identified in the contract.
3. Vendor has liability for payment of over claims resulting from USDA/State reviews or audits, caused by vendor nonconformance, and this liability extends beyond the term of the contract.

The SFA reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The SFA shall notify the Vendor of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the SFA shall have the right, upon written notice, of the immediate termination of the contract and the Vendor shall be liable for any damages incurred by the SFA. The Contract may be terminated by either party upon submission to the other part of written notice at least 30 days prior to the date of termination. A copy of the termination letter must be sent to the State Agency.

Vendor Meal Charges

1. Milk is provided by vendor and included in meal cost
2. Meal count is to be called into Vendor by ss
3. Meals will be delivered to the Detention facility.
4. Meals and condiments will be purchased in bulk according to the number of meals needed.
5. Meals will not include straws, napkins, plates or single-service ware.
6. Delivery time : Breakfast 7:15 am Lunch 12:15 pm Supper 4:45 pm
7. Vendor will bill SFA on the 15th of each month.
8. SFA payment will be due on the 30th of each month
9. Total Contract Cost \$100,000 (*estimate based on previous year's data*)

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

It is the policy not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.7. If you have questions or grievances related to compliance with this policy by (Name of CNP Provider), please contact the Iowa Civil Rights Commission, Grimes State Office Building, 400 E. 14th St., Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; web site: <http://www.state.ia.us/government/crc/index.html>.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion –Lower Tier Covered Transactions

This certification is required by the regulations, implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.5110, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

CBM Summit
Organization Name Project Name

Shane Seynoka / Vice President Operations
Name and Title of Authorized Representative

Shane Seynoka January 31, 2019
Signature Date

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," with out modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure)

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: Congressional District, if known: 4c | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name first name, MI)</i> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: <u>Shane Setnoha</u> Print Name: <u>SHANE SETNOHA</u> Title: <u>V-P operation</u> Telephone No: <u>605 3597812</u> Date: <u>1/31/19</u> | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form LLL (Rev 7-97) |

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

Date: 2/7/2019 Weekly Agenda Date: 2/12/2019

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

WORDING FOR AGENDA ITEM:

Consider approval of completion certificate for HMA Rout and Seal 2018.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county approved a contract with Sioux Commercial Sweeping, Inc. on 6/19/2018 to rout and seal cracks on HMA pavements on various routes in Woodbury County.

BACKGROUND:

The project was completed November 20, 2018. The work was done within compliance with county standards. The total contract amount for the project was \$39,700.00.

FINANCIAL IMPACT:

This project was funded with 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:

I recommend the Board approve, accept and certify the completed project.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the certificate of completion for HMA Rout and Seal 2018 with Sioux Commercial Sweeping, Inc. of Sioux Center, Iowa for \$39,700.00.

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

PROJECT NO. HMA Rout and Seal 2018

This is certifying that work covered by contract entered into with

Sioux Commercial Sweeping Inc

of Sioux Center, Iowa under the date October 09, 2018

HMA Rout and Seal on various routes

Contract Amount: **\$39,700.00**

in Woodbury County was completed in accordance with the plans and specifications
therefore, and in a satisfactory manner on **November 20, 2018**

February 12, 2019 By _____
Date County Engineer

Approved: Board of Supervisors
Woodbury County, Iowa

February 12, 2019 By _____
Date Chairperson

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

Date: 2/7/2019 Weekly Agenda Date: 2/12/2019

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

WORDING FOR AGENDA ITEM:

Consider approval of completion certificate for project L-B(B82)--73-97.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county approved a contract with Dixon Construction on 6/19/2018 to replace the existing bridge B82 on 140th St. southwest of Pierson.

BACKGROUND:

The project was completed December 6, 2018. The work was done within compliance with county standards. The total contract amount for the project was \$220,270.00.

FINANCIAL IMPACT:

This project was funded with the \$1.3 million special project levy fund.

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

Yes No

RECOMMENDATION:

I recommend the Board approve, accept and certify the completed project.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the certificate of completion of project L-B(B82)--73-97 with Dixon Construction of Correctionville, Iowa for \$220,270.00.

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

PROJECT NO. L-B(B82)—73-97

This is certifying that work covered by contract entered into with

Dixon Construction

of Correctionville, Iowa under the date June 19, 2018

RCB Culvert, New on 140th Street from
Kossuth Ave. to Lee Ave.

Contract Amount: **\$220,270.00**

in Woodbury County was completed in accordance with the plans and specifications
therefore, and in a satisfactory manner on **December 06, 2018**

February 12, 2019 By _____
Date County Engineer

Approved: Board of Supervisors
Woodbury County, Iowa

February 12, 2019 By _____
Date Chairperson

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

Date: 2/7/2019 Weekly Agenda Date: 2/12/2019

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

WORDING FOR AGENDA ITEM:

Consider approval of completion certificate for project L-B(L78)--73-97.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county approved a contract with Dixon Construction on 1/2/2018 to replace the existing bridge L78 on 200th St. south of Cushing.

BACKGROUND:

The project was completed November 20, 2018. The work was done within compliance with county standards. The total contract amount for the project was \$225,543.58.

FINANCIAL IMPACT:

This project was funded with the \$1.3 million special project levy fund.

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

Yes No

RECOMMENDATION:

I recommend the Board approve, accept and certify the completed project.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the certificate of completion of project L-B(L78)--73-97 with Dixon Construction of Correctionville, Iowa for \$225,543.58.

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

PROJECT NO. L-B(L78)—73-97

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

Dixon Construction

of Correctionville, Iowa under the date of January 02, 2018

Bridge L78 Replacement on 200th Street from Union Ave. to Woodbury Ave. construct RCB
Culvert

Contract Amount: **\$225,543.58**

in Woodbury County was completed in accordance with the plans and specifications
therefore, and in a satisfactory manner on **November 20, 2018**

February 12, 2019 By _____
Date County Engineer

Approved: Board of Supervisors
Woodbury County, Iowa

February 12, 2019 By _____
Date Chairperson

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

Date: 11/8/2017 Weekly Agenda Date: 11/14/2017

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

WORDING FOR AGENDA ITEM:

Bennet-McDonald-Smithland District Trustees: Consider quotation for video checking culverts under levee

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county board office has received a quotation for video examination of culverts under the levee embankments. It has been reviewed by the county engineer's office and a recommendation is offered.

BACKGROUND:

The Corps of Engineers requires video examination of culverts extending under levee projects under their inspection and monitoring. The Corps has noted on the last several inspections that the county is deficient in completing this examination. This has been due to no contractors willing to do the inspection. We have found a contractor who has provided a quotation for the required work.

FINANCIAL IMPACT:

The project will be paid for by drainage district tax levies.

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 trustees approve the quote for the required work.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the trustees approve the quote from RP Constructors for video examination of culverts under the Bennet-McDonald-Smithland District levees for \$9,426.00



RP CONSTRUCTORS, LLC

1270 S Derby Lane; PO Box 195
Dakota Dunes, SD 57049
Phone: 712.222.1452; Fax 855.492.9920

Heavy Civil Constructors Specializing in Underground and Concrete
Licensed in Iowa, South Dakota & Nebraska

ATTN: **Mark J. Nahra, P.E.**

Woodbury County Engineer
759 E. Frontage Road
Moyile, IA 51039

Date: 1/29/2019

RE: **Bennet-McDonald-Smithland Levee Televising**
Woodbury County, Iowa

We propose to complete televising of levee penetrations under the direction of a PACP certified technician based on drawings provided by the Owner and a meeting 1/29/19.

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT AMT | TOTAL AMT |
|------|-------------------------------------------------|----------|------|------------|------------|
| | 18' PIPE | 151.00 | LF | \$2.25 | \$339.75 |
| | 24" PIPE | 159.00 | LF | \$2.25 | \$357.75 |
| | 30" PIPE | 315.00 | LF | \$2.50 | \$787.50 |
| | 36" PIPE | 150.00 | LF | \$2.50 | \$375.00 |
| | 42" PIPE | 584.00 | LF | \$3.50 | \$2,044.00 |
| | 48" PIPE | 250.00 | LF | \$4.00 | \$1,000.00 |
| | 4X4 BOX PRECAST BOX | 616.00 | LF | \$4.50 | \$2,772.00 |
| | REPORT & VIDEO REVIEW | 1.00 | LS | \$500.00 | \$500.00 |
| | MOBILIZATION | 1.00 | LS | \$1,250.00 | \$1,250.00 |
| | | | | | \$0.00 |
| | We assumed footages based on drawings provided. | | | | \$0.00 |
| | Actual footages will be used for billing. | | | | \$0.00 |

TOTAL \$9,426

Above numbers DO NOT include the following:

- 1 Geotechnical Moisture Density Compaction, PCC Paving Testing, Quality Control or Construction Staking.
- 2 Erosion Control, Inlet Protection and/or Seeding
- 3 Traffic Control
- 4 Payment or Performance Bond. Please add 2% to amount of bid if required
- 5 We require a signed acceptance of this quote prior to commencement of work.
- 6 We require a 2 week lead time before commencing work.
- 7 Sales Tax
- 8 8" Drain tile work (we can price but will involve likely excavation & backfill to gain access to the pipe and we'd like to coordinate that with you).



We assumed the following in preparing our bid.

- 1 Completion of our portion of the work in February 2019 with a single mobilization.
Additional mobilizations priced upon request. We require 5 Calendar Days to Substantial Completion
- 2 Negotiation of an equitable subcontract agreement that is mutually satisfactory.
Terms and conditions of said subcontract to be no more exacting or unfavorable to us than your contract with the Owner.
Pricing based on a standard AGC contract with this quotation and conditions included within the contract.
- 3 Scheduling for work items in consultation with us and allowing us adequate work time to complete our work.
- 4 All items are tied unless we waive.
- 5 Liquidated damages will only be accepted if they can be proven as directly attributable to our nonperformance.
- 6 Retention same as your contract. Maximum \$30,000 on Iowa DOT Contracts.
- 7 Payments made a maximum of seven calendar days after the Contractor receives payment for our work.
(Item 6 is the *Prompt Payment Clause* set forth by the Iowa DOT (1109.05.B).
- 8 We will pay our portion of Association Dues (AGC, NUCA, etc).
- 9 Water source within project site if hydroexcavation/utility potholing quoted.

Good luck and contact Richard at 712/490.1907 or Ryan at 712/577-0840 (ryanc@rpconstructors.com) with questions. Thanks.