



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(MAY 14, 2019) (WEEK 20 OF 2019)**

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

Agenda and Minutes available at:  
[www.woodburycountyiowa.gov](http://www.woodburycountyiowa.gov)

|  |  |  |  |  |
|--|--|--|--|--|
| Rocky L. De Witt<br>253-0421<br><a href="mailto:rdewitt@woodburycountyiowa.gov">rdewitt@woodburycountyiowa.gov</a> | Marty J. Pottebaum<br>251-1799<br><a href="mailto:mpottebaum@woodburycountyiowa.gov">mpottebaum@woodburycountyiowa.gov</a> | Keith W. Radig<br>560-6542<br><a href="mailto:kradig@woodburycountyiowa.gov">kradig@woodburycountyiowa.gov</a> | Jeremy J. Taylor<br>333-1714<br><a href="mailto:jtaylor@woodburycountyiowa.gov">jtaylor@woodburycountyiowa.gov</a> | Matthew A. Ung<br>490-7852<br><a href="mailto:matthewung@woodburycountyiowa.gov">matthewung@woodburycountyiowa.gov</a> |
|--|--|--|--|--|

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held May 14, 2019 at **4:30 p.m.** in the basement of the courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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.

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## **AGENDA**

**3:30 p.m.** 1. Closed Session {Iowa Code Section 21.5(1)(j.)}  
**First Floor Boardroom**

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

- |                           |             |
|---------------------------|-------------|
| 2. Citizen Concerns       | Information |
| 3. Approval of the agenda | Action      |

### **Consent Agenda**

**Items 4 through 9 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.**

4. Approval of the minutes of the May 7, 2019 meeting
5. Approval of claims
6. Board Administration – Heather Satterwhite  
Approval of Notice of Property Sale Resolution for parcels #894730102009, #894730102010, #894730102011, #894730102012, #894730102013 (aka 608 Colon Street, 612 Colon Street, 620 Colon Street, 628 Colon Street & 640 Colon Street) for Tuesday, May 28<sup>th</sup> at 4:35 p.m.

7. County Assessor Chief Deputy – Scott Clausen  
Approve applications for Impoundment Structure Property Tax Exemption
8. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Authorization to Initiate Hiring Process
9. Secondary Roads – Mark Nahra  
Consideration of four utility permits for installations in county rights of way for MidAmerican Energy

**End Consent Agenda**

- |                                |  |        |
|--------------------------------|--|--------|
| <b>4:35 p.m.</b><br>(Set time) | 10. Board Administration – Heather Satterwhite<br>Public hearing and sale of property parcel #894822232001 (aka 1720 Claridge Street)                  | Action |
|                                | 11. Human Resources – Melissa Thomas<br>Action for the approval of the service agreement between Woodbury County and Tri Star Risk Enterprise Services | Action |
|                                | 12. Secondary Roads – Mark Nahra<br>Award bid for project number L-B(C160)—73-97 to Graves Construction  | Action |

**Recess Board of Supervisors Meeting  
Convene Wolf Creek Drainage District Trustees Meeting**

13. Approval of the minutes of the May 7, 2019 meeting

**Adjourn Wolf Creek Drainage District Trustees Meeting  
Continue Board of Supervisors Meeting**

- |  |                      |
|--|----------------------|
| 14. Community & Economic Development – David Gleiser <ol style="list-style-type: none"> <li>a. Receive the Zoning Commission’s recommendation from their 4/22/19 meeting to approve the final plat</li> <li>b. Approval of the Hillside Acres Addition Minor Subdivision plat and authorize the Chairman to sign the resolution</li> </ol> | <br>Action<br>Action |
| 15. Board of Supervisors – Keith Radig<br>Project Recovery Iowa and Siouxland Mental Health  | Information          |
| 16. Reports on Committee Meetings  | Information          |
| 17. Citizen Concerns   | Information          |
| 18. Board Concerns   | Information          |

**ADJOURNMENT**

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

|                       |                   |   |
|-----------------------|-------------------|---|
| <b>WED., MAY 15</b>   | <b>12:00 p.m.</b> | Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202  |
|                       | <b>10:00 a.m.</b> | Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.  |
|                       | <b>10:00 a.m.</b> | Policy Review Committee Meeting, LEC Conference Room  |
| <b>THUR., MAY 16</b>  | <b>4:30 p.m.</b>  | Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue   |
| <b>THUR., MAY 23</b>  | <b>11:00 a.m.</b> | Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.                                     |
| <b>MON., MAY 27</b>   | <b>6:00 p.m.</b>  | Zoning Commission Meeting, First Floor Boardroom  |
| <b>TUES., MAY 28</b>  | <b>1:00 p.m.</b>  | Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa |
| <b>MON., JUNE 3</b>   | <b>6:00 p.m.</b>  | Board of Adjustment meeting, First Floor Boardroom  |
| <b>TUES., JUNE 4</b>  | <b>4:45 p.m.</b>  | Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.   |
| <b>WED., JUNE 5</b>   | <b>9:00 a.m.</b>  | Loess Hills Alliance Stewardship Committee meeting, Pisgah, Iowa  |
|                       | <b>10:00 a.m.</b> | Loess Hills Alliance Executive Committee meeting  |
|                       | <b>12:00 p.m.</b> | District Board of Health Meeting, 1014 Nebraska St.   |
|                       | <b>1:00 p.m.</b>  | Loess Hills Alliance Board meeting  |
| <b>THUR., JUNE 6</b>  | <b>10:00 a.m.</b> | COAD Meeting, The Security Institute  |
| <b>WED., JUNE 12</b>  | <b>8:05 a.m.</b>  | Woodbury County Information Communication Commission, First Floor Boardroom   |
| <b>THUR., JUNE 13</b> | <b>4:30 p.m.</b>  | Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park  |

**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.*

**MAY 7, 2019, NINETEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, May 7, 2019 at 4:30 p.m. Board members present were Ung, Radig, Pottebaum, De Witt, and Taylor. Staff members present were Karen James, Board Administrative Assistant, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, Dennis Butler, Budget/Tax Analyst, and Patrick Gill, Auditor/Clerk to the Board.

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.

1. There were no citizen concerns.
2. Motion by Radig second by Ung to approve the agenda for May 7, 2019. Carried 5-0. Copy filed.  
Motion by De Witt second by Radig to approve the following items by consent:
  3. To approve minutes of the April 30, 2019 meeting. Copy filed.
  4. To approve the claims totaling \$492,937.03. Copy filed.
  5. To approve the lifting of tax suspension for Jason Comer. Copy filed.
  - 6a. To cancel the county tax sale on mobile homes that have been destroyed and removed from Regency Trailer Court. Copy filed.
  - 6b. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for delinquent taxes on mobile homes that have been destroyed and removed from Regency Trailer Court.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,842  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Regency Trailer Court is the titleholder of various mobile homes located in Woodbury County, Iowa and legally described as follows:

VIN IA8765 - 1962 Safeway  
VIN 329 – 1972 Great Lakes  
VIN 1819AS872 – 1969 Fleetwood  
VIN KA0136A – 1977 Bendix  
VIN 04510497Z – 1990 Cutlass  
VIN 114580D2435 – 1974 Titan  
VIN 12520445 – 1969 Comet  
VIN 146871585 – 1971 Shangrila  
VIN K12260FK400482 1970 – Mariette  
VIN 47H2030 – 1974 Bellavista  
VIN SK899C – 1969 Skyline  
VIN FH219197 – 1968 New Moon  
VIN 12653CKDFL2754TB – 1972 Shar Val  
VIN NIF70314FR2B – 1973 Flemco

**WHEREAS**, the above-stated mobile homes have taxes payable including special assessments and the mobile home is owned by Regency Trailer Court.

**WHEREAS**, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;



**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above mobile homes according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 7th day of May, 2019.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 7. To approve the reclassification of Nancy Harman, Asst. Director, Juvenile Detention Dept., effective 5-08-19, \$62,457.53/year, 4%=\$2,402.21/yr. Per Wage Plan Matrix, from Step 2 to Step 3.; the appointment of Tyler Petty, Temporary Summer Laborer, Secondary Roads Dept., effective 5-13-19, \$11.00/hour. Not to exceed 120 days.; the appointment of Ote Albrecht, Temporary Engineering Aide, Secondary Roads Dept., effective 5-20-19, \$12.50/hour. Not to exceed 120 days.; and the reclassification of Jacklyn Fox, Asst. County Attorney, County Attorney Dept., effective 05-23-19, \$82,913/year, 3.9%=\$3,102/year. Per AFSCME Asst. County Attorney Contract agreement, from Step 7 to Step 8. Copy filed.
- 8. To approve an application for a 12-month Class A Liquor License (LA)(Private Club) with Sunday Sales for the White Horse Patrol Club, effective 04/26/19 through 04/25/20. Copy filed.

Carried 5-0.

- 9a. Motion by Ung second by Radig to approve Woodbury County Police Week Proclamation, May 12-18, 2019. Carried 5-0. Copy filed.
- 9b. Motion by Pottebaum second by Radig to approve an agreement for overtime reimbursement from the U.S. Department of Justice – United State Marshal Service for Sex Offender Registry Compliance Checks in Woodbury County, IA. Carried 5-0. Copy filed.

The Board recessed for a meeting of the Wolf Creek Drainage District.

The Supervisors meeting was called back to order.

- 11a. Motion by Radig second by Ung to receive for signatures a Resolution setting date for public hearing for vacating road rights-of-way. Carried 5-0.

**RESOLUTION #12.843**  
**WOODBURY COUNTY, IOWA**  
**A RESOLUTION SETTING DATE FOR PUBLIC**  
**HEARING FOR VACATING ROAD RIGHTS-OF-WAY**

**WHEREAS**, the Woodbury County Board of Supervisors in accordance with Section 306.11, (Code of Iowa), as amended, seeks to set a date for public hearing to vacate platted roads and alleys, and

**WHEREAS** the Board of Supervisors no longer believes the county needs to maintain easement or ownership of right of way on the following road and streets

**NOW THEREFORE, BE IT RESOLVED** by the Woodbury County Board of Supervisors that on Tuesday, June 11, 2019 at 4:40 PM CDT, at the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, the County Board will hold a Public Hearing to vacate the right-of-way described as follows:

- 1) That portion of 145th Street (Road No. 481) lying easterly of the NE Corner of the NW¼ of the SW¼ to a point 33' west of the East ¼ Corner, in Section 26 T89N, R42W, Union Township of the 5th P.M. Woodbury County, Iowa
- 2) That portion of Sidney Avenue (Road No. 94) lying north of the SE Corner of the NE¼ of the NW¼ thence north to the south ROW line of 190<sup>th</sup> Street in Section 21 T88N, R42W, Rock Township of the 5th P.M. Woodbury County, Iowa

3) That portion of 260th Street (Road No. 744) lying easterly of the east ROW line of Jasper Avenue to a point 33' west of the SE Corner of the NE¼ of the NW¼ in Section 29 T87N, R44W, Grant Township of the 5th P.M.

Woodbury County, Iowa

4) A portion of 280th Street ROW in the SE¼ SE¼ Section 31, T87N, R45W, West Fork Township of the 5th P.M.

Woodbury County, Iowa. more particularly described as follows:

Commencing at the SE Corner Section 31-87-45 thence N87°20'58"W (an assumed bearing) along the south line of the SE¼ 816.71 feet to the centerline of county road D25; thence N46°40'41"W 571.41 feet along the centerline of said D25; thence N60°12'18"E 62.70 feet to the ROW line and point of beginning; thence N60°12'18"E 360.37 feet; thence along a curve concave southerly with an arc length of 146.28 feet, a radius of 782.80 feet, with a chord of N65°33'30"E 146.07 feet; thence N19°05'18"W 66.00 feet to the northerly ROW line of 280th Street; thence along a curve concave southerly with an arc length of 158.62 feet, a radius of 848.80 feet, with a chord of S65°33'30"W 158.38 feet; thence S60°12'18"W 380.40 feet; thence S46°40'41"E 68.97 feet to the point of beginning.

Said description contains 0.792 acres more or less.

5) That portion of 150th Street (Road No. 436) lying east of the east ROW line of Dallas Avenue and west of the northwest ROW line of Correctionville Road in Sections 25,36 T89N, R46W, Concord Township of the 5th P.M.

Woodbury County, Iowa

6) That portion of Garner Avenue (Road No. 798) lying south of the south ROW line of Deer Run Trail and north of the north ROW line of 260th Street in Sections 17,18,19,20 T87N, R45W, West Fork Township of the 5th P.M.

Woodbury County, Iowa

**SO RESOLVED** this 7<sup>th</sup> day of May, 2019.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

11b. Bid letting was held for project #L-B(C160)—73-97. The bids are as follows:

|                                   |              |
|-----------------------------------|--------------|
| Graves Const., Spencer, IA        | \$620,679.97 |
| Dixon Const., Correctionville, IA | \$636,278.49 |

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

12. Information on Mental Health Services was presented by Supervisor Taylor. Copy filed.

13. The Board heard reports on committee meetings.

14. Eric Nelson, Merville, addressed the Board on the conditions of the secondary roads.

15. Board concerns were heard.

The Board adjourned the regular meeting until May 14, 2019.

Meeting sign in sheet. Copy filed.

## RESOLUTION #

### NOTICE OF PROPERTY SALE

**Parcel #894730102009 & #894730102010 & #894730102011 & #894730102012 & #894730102013**

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

**East 145 feet of Lots 8 & 9, Garden View Addition to Sioux City, Woodbury County, Iowa  
(608 Colon Street)**

**Lot 10, Garden View Addition to Sioux City, Woodbury County, Iowa  
(612 Colon Street)**

**Lot 11, Garden View Addition to Sioux City, Woodbury County, Iowa  
(620 Colon Street)**

**Lot 12, Garden View Addition to Sioux City, Woodbury County, Iowa  
(628 Colon Street)**

**Lot 13, Garden View Addition to Sioux City, Woodbury County, Iowa  
(640 Colon 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 **28<sup>th</sup> Day of May, 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 **28<sup>th</sup> Day of May, 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 \$750.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 14<sup>th</sup> Day of May, 2019.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Patrick F. Gill  
Woodbury County Auditor  
and Recorder

\_\_\_\_\_  
Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Troy Cooke Date: July 2018  
Address: 3241 Wilking Dr. Phone: 251-8584

Address or approximate address/location of property interested in:

608 Colon St., 612 Colon St., 620 Colon St.,  
628 Colon St., 640 Colon St.

GIS PIN # 894730102019, #894730102010, #894730102011,  
#894730102012, #894730102013

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

Legal Description:

Lots 8-13, Garden View addition to  
Sioux City, Woodbury County, Iowa

Tax Sale #/Date: #818 - 6/20/16 #918 - 6/18/12  
#896 - 6/15/15 #919 - 6/18/12 #920 - 6/18/12 Parcel #     

Tax Deeded to Woodbury County on: 5/30/18 - 7/18/18 - 7/18/18 - 7/18/18 - 7/18/18

Current Assessed Value: Land \$38,200 Building 0 Total \$38,200

Approximate Delinquent Real Estate Taxes:     

Approximate Delinquent Special Assessment Taxes:     

\*Cost of Services:     

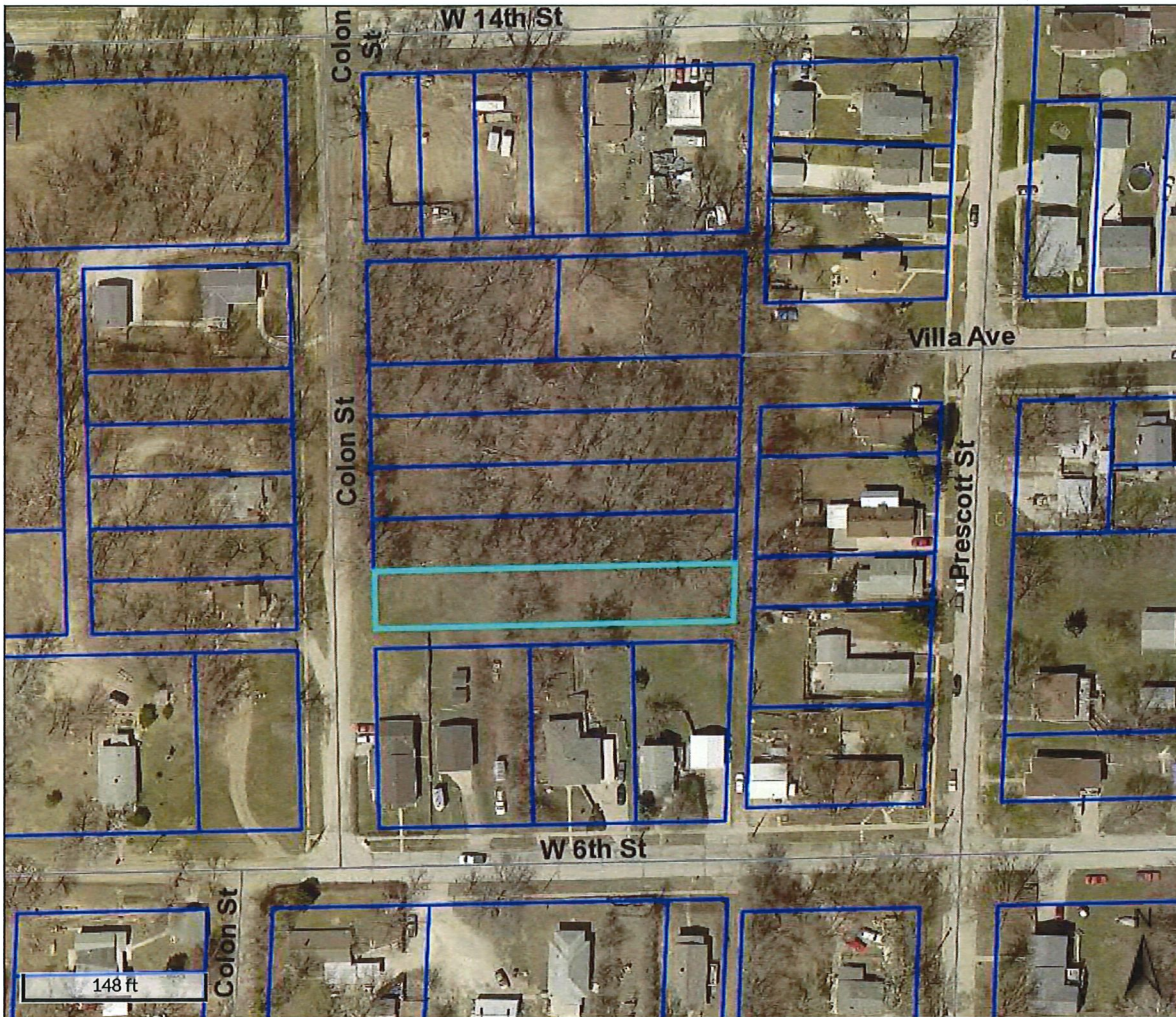
Inspection to: Matthew Ong Date: 6/22/17

Minimum Bid Set by Supervisor: \$750

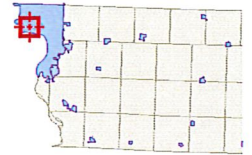
Date and Time Set for Auction: Tuesday May 28<sup>th</sup> @ 4:35

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





Overview



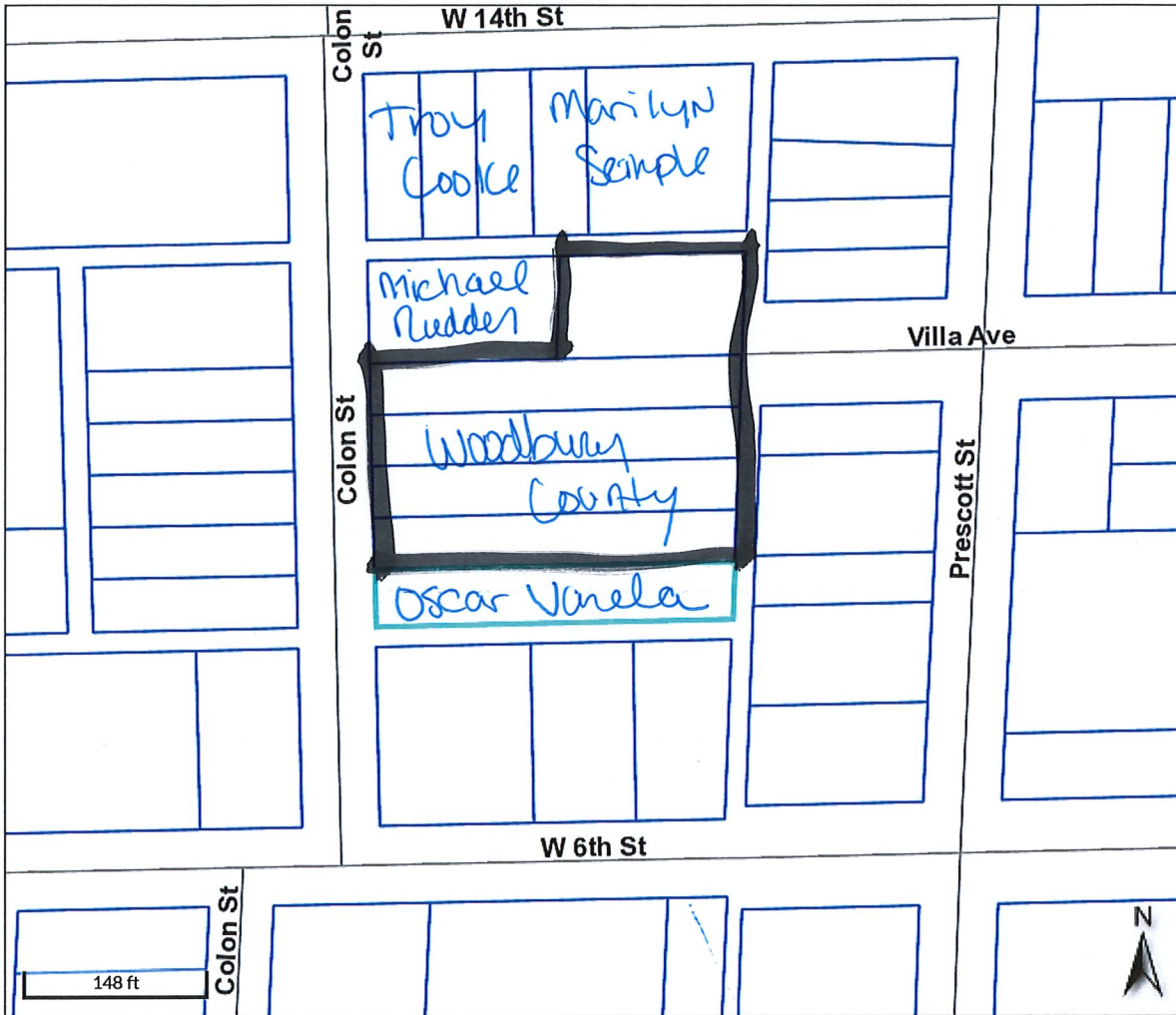
Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

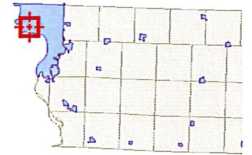
|                       |   |              |        |               |                     |
|-----------------------|---|--------------|--------|---------------|---------------------|
| Parcel ID             | 894730102014                              | Alternate ID | 179055 | Owner Address | VARELA OSCAR        |
| Sec/Twp/Rng           | n/a                                       | Class        | R      |               | 2815 W 6TH ST       |
| Property Address      | 660 COLON ST                              | Acreeage     | n/a    |               | SIOUX CITY IA 51103 |
|                       | SIOUX CITY                                |              |        |               |                     |
| District              | 087                                       |              |        |               |                     |
| Brief Tax Description | GARDEN VIEW LOT 14                        |              |        |               |                     |
|                       | (Note: Not to be used on legal documents) |              |        |               |                     |

Date created: 5/9/2019  
 Last Data Uploaded: 5/8/2019 7:12:43 PM

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Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

|                       |   |              |        |               |                     |
|-----------------------|---|--------------|--------|---------------|---------------------|
| Parcel ID             | 894730102014                              | Alternate ID | 179055 | Owner Address | VARELA OSCAR        |
| Sec/Twp/Rng           | n/a                                       | Class        | R      |               | 2815 W 6TH ST       |
| Property Address      | 660 COLON ST                              | Acreege      | n/a    |               | SIOUX CITY IA 51103 |
|                       | SIOUX CITY                                |              |        |               |                     |
| District              | 087                                       |              |        |               |                     |
| Brief Tax Description | GARDEN VIEW LOT 14                        |              |        |               |                     |
|                       | (Note: Not to be used on legal documents) |              |        |               |                     |

Date created: 5/9/2019  
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OFFICE OF THE  
WOODBURY COUNTY ASSESSOR

*Room 703 Courthouse*

*620 Douglas Street*

*Sioux City, Iowa 51101*

PHONE 712-279-6505 FAX 712-279-6896

E-Mail [jconolly@woodburycountyiowa.gov](mailto:jconolly@woodburycountyiowa.gov)

May 14, 2019

To: Woodbury County Supervisors

From: Scott Clausen  
Chief Deputy Assessor

The report provided lists applications for Impoundment Structure Property Tax Exemption. Each application has been certified and approved by the Soil Conservation District Commissioners located in Sergeant Bluff. Rather than ask you to sign each individual application, we are providing a list of all applications which, when approved, will become a permanent part of the 2019 Exemption file.

Applications for exemptions must be applied for and certified as in compliance with the rules each year. Applications for exemption total \$239,160 for 2019.

Please let me know if you have any questions. Thank you.

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Chairman, Board of Supervisors

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Date

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: May 14, 2019

\* PERSONNEL ACTION CODE:

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

TO: **WOODBURY COUNTY BOARD OF SUPERVISORS**

| NAME         | DEPARTMENT     | EFFECTIVE DATE | JOB TITLE       | SALARY REQUESTED | % INCREASE | * | REMARKS  |
|--------------|----------------|----------------|-----------------|------------------|------------|---|--|
| Nash, Jana   | County Sheriff | 5-06-19        | Civilian Jailer |                  |            | S | Resignation.   |
| Little, Adam | County Sheriff | 5-20-19        | Civilian Jailer | \$19.28/hour     |            | A | Job Vacancy Posted 3-27-19. Entry Level Salary: \$19.28/hour.      |
| Roos, Connor | County Sheriff | 5-20-19        | Civilian Jailer | \$19.28/hour     |            | T | Position Transfer from Sheriff Reserve Officer to Civilian Jailer. |
|              |                |                |                 |                  |            |   |  |
|              |                |                |                 |                  |            |   |  |
|              |                |                |                 |                  |            |   |  |
|              |                |                |                 |                  |            |   |  |
|              |                |                |                 |                  |            |   |  |
|              |                |                |                 |                  |            |   |  |
|              |                |                |                 |                  |            |   |  |

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

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas HR Director



**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:** May 14, 2019

For the May 14, 2019 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. County Sheriff Civilian Jailer, Resignation.
2. County Sheriff Civilian Jailer, Appointment.
3. County Sheriff Reserve Officer, Position Transfer to Civilian Jailer.

Thank you

HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA

DATE: May 14, 2019

AUTHORIZATION TO INITIATE HIRING PROCESS

| DEPARTMENT     | POSITION        | ENTRY LEVEL          | APPROVED | DISAPPROVED |
|----------------|-----------------|----------------------|----------|-------------|
| County Sheriff | Civilian Jailer | CWA:<br>\$19.28/hour |          |             |
|                |                 |                      |          |             |
|                |                 |                      |          |             |
|                |                 |                      |          |             |
|                |                 |                      |          |             |
|                |                 |                      |          |             |
|                |                 |                      |          |             |
|                |                 |                      |          |             |

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



## Woodbury County Sheriff's Office

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LAW ENFORCEMENT CENTER  
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010  
E-MAIL: [ddrew@woodburycountyiowa.gov](mailto:ddrew@woodburycountyiowa.gov)  
FAX: 712.279.6522

6 May 2019

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for a female Correctional Officer position, on May 15th, 2019. We request this be placed on the agenda for the Tuesday, May 14th, 2019, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'David Drew'.

Dave Drew, Sheriff

Cc: file

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

**#9**

Date: 05/8/2019 Weekly Agenda Date: 05/14/2019

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

**WORDING FOR AGENDA ITEM:**

Consideration of four utility permits for installations in county rights of way for MidAmerican Energy

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

MidAmerican Energy has applied for permits to allow the installation of fiber optic cables in county rights of way.

**BACKGROUND:**

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

**FINANCIAL IMPACT:**

No financial impact to the county.

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

Yes  No

**RECOMMENDATION:**

Recommend approval of four permits for MidAmerican Energy.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the underground utility permits for MidAmerican Energy and to direct the chair to sign the permits.

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

**REQUEST BY APPLICANT:**

Name Sean Kelly, agent for MidAmerican Energy

Highway Port Neal Rd, 275th-280th Sts

Address 10510 Douglas Ave, Urbandale, IA 50322

Township Liberty

City of \_\_\_\_\_

Office Phone 515-633-1510 Local Phone 515-633-1510

Section: W 1/4 of W 1/4 SECs 29, 32; S 1/4 of S 1/4 Sec 32; SW 1/4 of SW 1/4, NE 1/4 of NE 1/4, S 1/2 of NE 1/4 Sec 33, S 1/2 of NW 1/4 Sec 34

Type of Utility Installation Fiber Optic

T 87 N, R 47 W

Plans Prepared By NewCom Technologies

Copy Enclosed  Yes  No

Map Showing Location Enclosed  Yes  No

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

**Proposed Method of Installation**

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

Estimated Starting Date 06/08/2019

Estimated Restoration Date 07/23/2019

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

By *Sean M Kelly*  
(Signature of Authorized Utility Representative)

Title Sr OPS Design Specialist/GIS analyst

Date 05/06/2019

**PERMIT APPROVAL BY PERMITTING AUTHORITY**

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

By \_\_\_\_\_  
(Signature of Woodbury County Board Chairman)

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Woodbury County Engineer)

Title \_\_\_\_\_

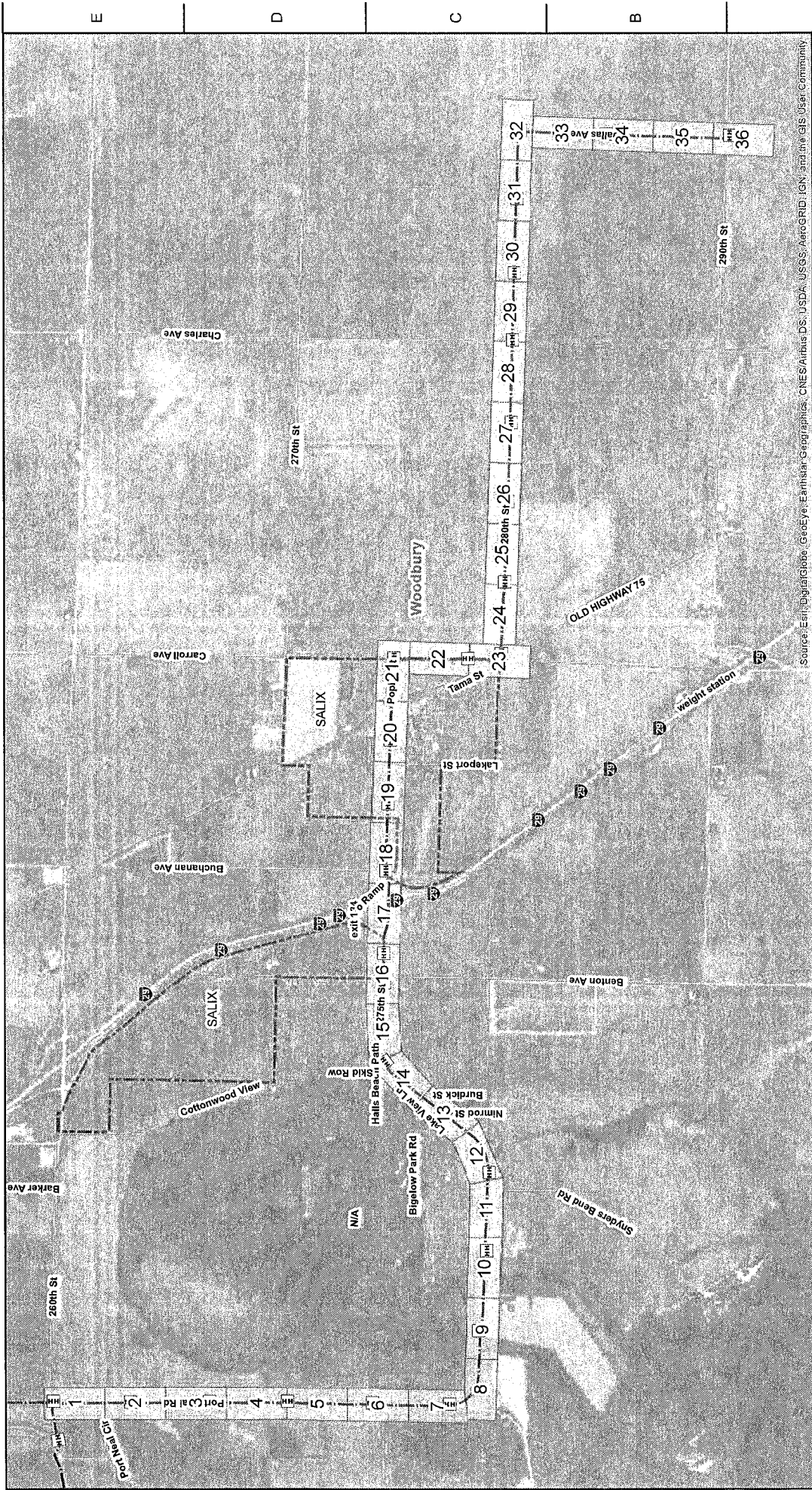
Date \_\_\_\_\_

Other Special Provisions:

**Permit Provisions and Conditions of Issuance**

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

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.
3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.
4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.
5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.
6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.
7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.
10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

|   |   |  |  |   |   |  |                 |
|---|---|--|--|---|---|--|-----------------|
| <p><b>MidAmerican Energy</b><br/>3500 10TH STREET<br/>URBANDALE IA 50322<br/>(515) 281-2384</p> | <p><b>BDC GROUP INC</b><br/>1936 51ST STREET NE<br/>CEDAR RAPIDS, IA 52402<br/>(319) 388-3282</p> | <p><b>NewCom Technologies</b><br/>6000 GRAND AVENUE<br/>DES MOINES IA 50312<br/>(515) 274-9611</p> | <p><b>Woodbury County</b><br/><b>MidAmerican Energy</b><br/><b>3 - Port Neal Road and</b><br/><b>260th St to Sloan Sub</b></p> | <p>PRINTED: 5/3/2019<br/>SHEET NUMBER: OV-3<br/>SCALE: 1" = 2.48 ft</p> | <p>DESIGNED BY: S. KELLY<br/>CHECKED BY: S. KELLY<br/>APPROVED BY: S. KELLY</p> | <p>REVISIONS:<br/>NO. DATE BY CHK APPD<br/>A 05-03-2019 SMLK SMLK<br/>1 05-03-2019 SMLK SMLK</p> | <p>OVERVIEW</p> |
|---|---|--|--|---|---|--|-----------------|



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

**REQUEST BY APPLICANT:**

Name Sean Kelly, agent for MidAmerican Energy

Highway Port Neal Rd, 260th St

Address 10510 Douglas Ave, Urbandale, IA 50322

Township Liberty

City of \_\_\_\_\_

Office Phone 515-633-1510

Local Phone 515-633-1510

Section: E 1/2 of E 1/4 SECs 8, 17, 20; NW 1/4 of NW 1/4 Sec 29; NE 1/4 of NE 1/4 Sec 30; S 1/2 of S 1/4 Sec 19

Type of Utility Installation Fiber Optic

T 87 N, R 47 W

Plans Prepared By NewCom Technologies

Copy Enclosed  Yes  No

Map Showing Location Enclosed  Yes  No

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

**Proposed Method of Installation**

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

Estimated Starting Date 06/01/2019

Estimated Restoration Date 07/16/2019

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

By *Sean M Kelly*  
(Signature of Authorized Utility Representative)

Title Sr OPS Design Specialist/GIS analyst

Date 05/02/2019

**PERMIT APPROVAL BY PERMITTING AUTHORITY**

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

By \_\_\_\_\_  
(Signature of Woodbury County Board Chairman)

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Woodbury County Engineer)

Title \_\_\_\_\_

Date \_\_\_\_\_

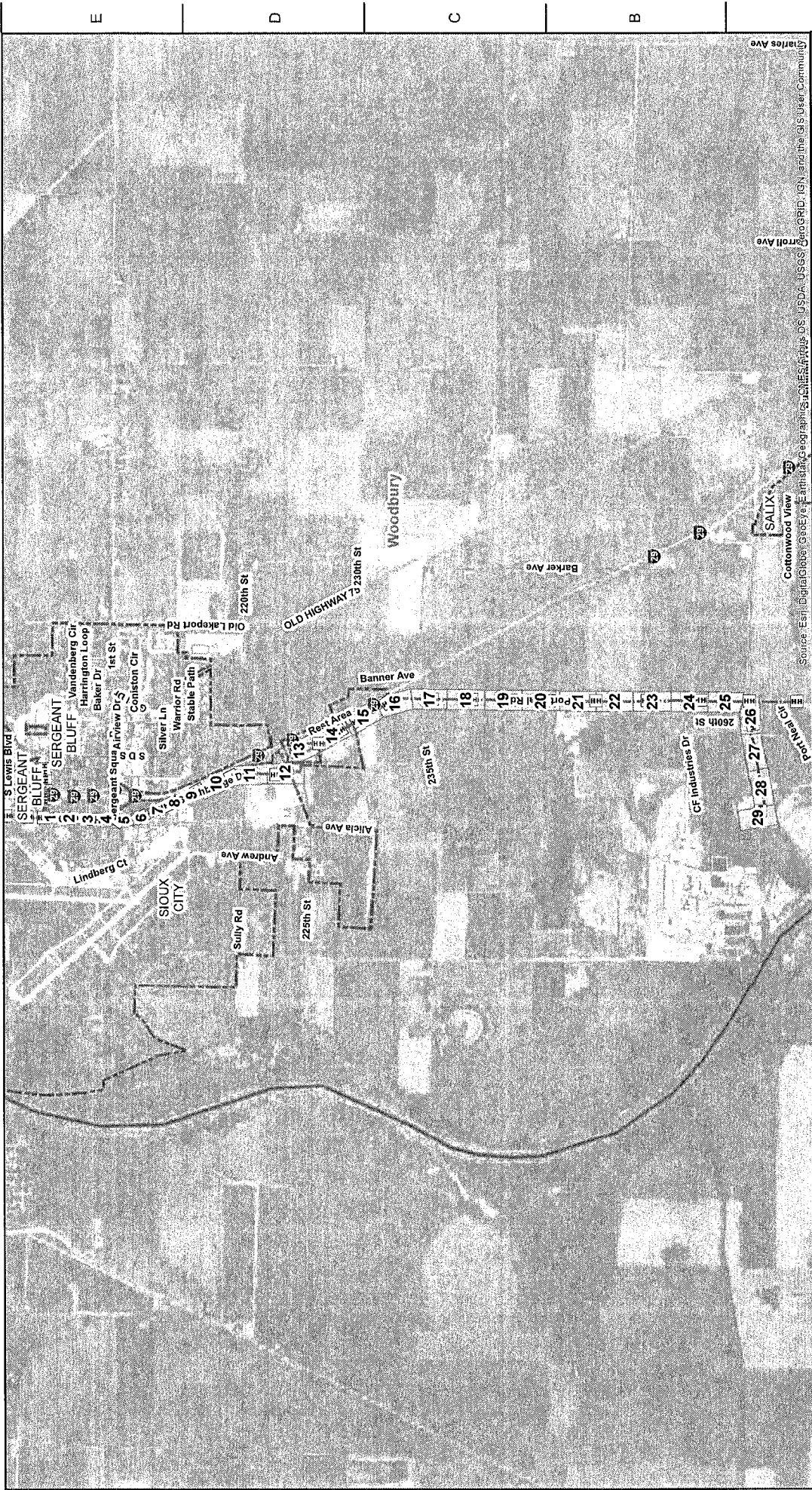
Other Special Provisions:

**Permit Provisions and Conditions of Issuance**

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|   |   |   |  |  |                        |
|---|---|---|--|--|------------------------|
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| <b>HARBOR AND 8TH TO RUAN SUB</b>   |   |   |  | <b>OVERVIEW</b>  |                        |
| PRINTED: 5/7/2019<br>SHEET NUMBER: OVC-2<br>DATE: 5/7/2019<br>SCALE: 1" = 3,649' ft |   |   |  | DRAWN BY: S. KELLY<br>CHECKED BY: S. KELLY<br>DESIGNED BY: S. KELLY<br>ISSUED FOR REVIEW: S.M.K.<br>REVISIONS: |                        |

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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

**REQUEST BY APPLICANT:**

Name Sean Kelly, agent for MidAmerican Energy

Highway Carroll Ave, 280th St, Dallas Ave

Address 10510 Douglas Ave, Urbandale, IA 50322

Township Liberty

City of \_\_\_\_\_

Office Phone 515-633-1510

Local Phone 515-633-1510

Section: SW ¼ of NE ¼, W ½ of SE ¼ Sec 35 (T87 R47); NE ¼ of NE ¼ Sec 2; N ½ of N ½ of Sec 1 (T86 R47); N ½ of N ½ of Sec 8, W ½ of W ½ Sec 5 (T86 R46)

Type of Utility Installation Fiber Optic

T 86&87 N, R47&46W

Plans Prepared By NewCom Technologies

Copy Enclosed  Yes  No

Map Showing Location Enclosed  Yes  No

Utility Location is  cross right-of-way  parallel to right-of-way

overhead  underground

**Proposed Method of Installation**

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By   
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By \_\_\_\_\_  
(Signature of Woodbury County Board Chairman)

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Woodbury County Engineer)

Title \_\_\_\_\_

Date \_\_\_\_\_

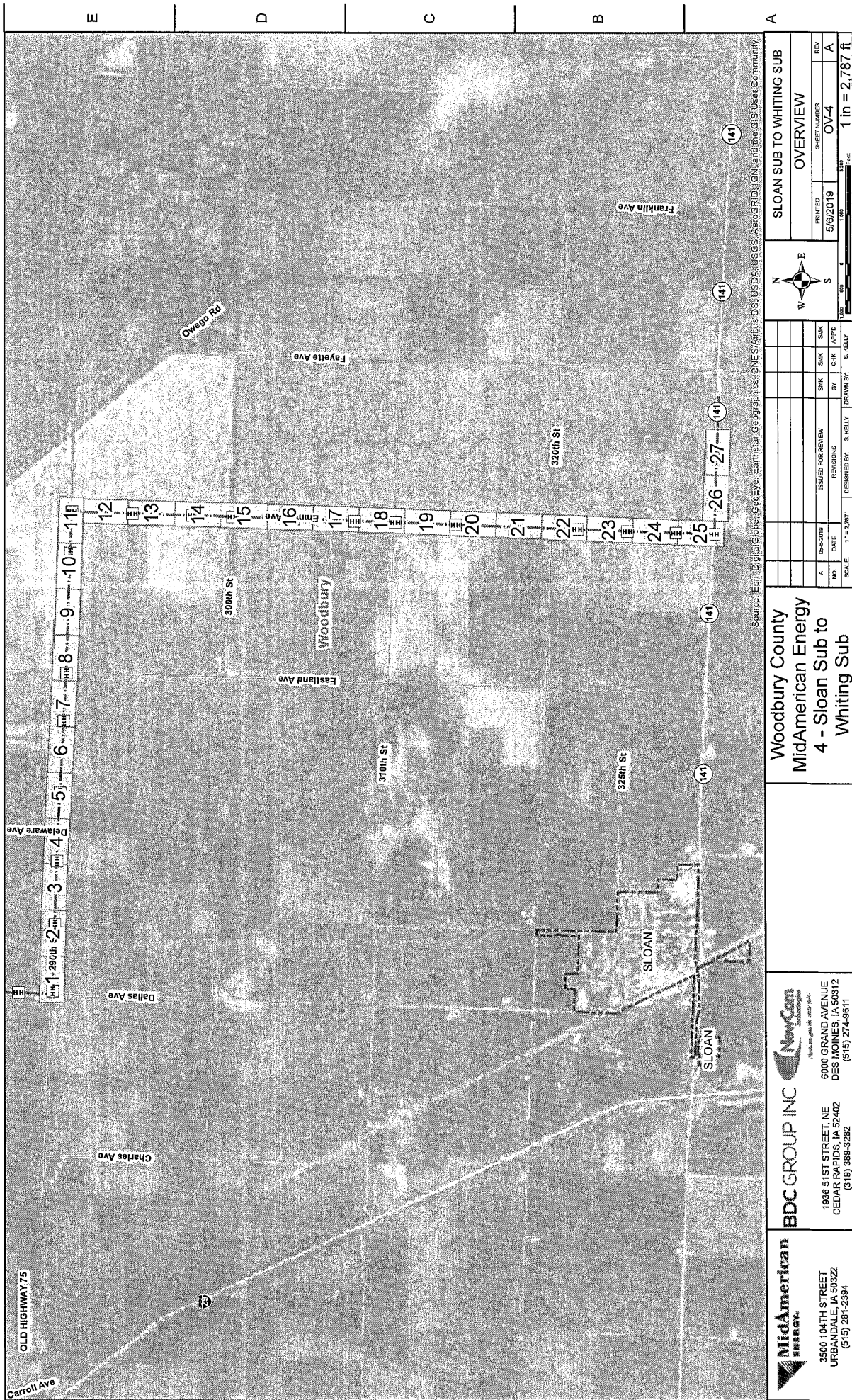
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8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
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|  |   |   |  |  |     |      |                   |     |     |     |   |         |  |  |  |  |             |          |          |          |            |          |   |         |          |              |      |     |   |  |                                   |  |       |             |  |     |      |                   |     |     |     |   |         |  |  |  |  |             |          |          |          |            |          |
|--|---|---|--|--|-----|------|-------------------|-----|-----|-----|---|---------|--|--|--|--|-------------|----------|----------|----------|------------|----------|---|---------|----------|--------------|------|-----|---|--|-----------------------------------|--|-------|-------------|--|-----|------|-------------------|-----|-----|-----|---|---------|--|--|--|--|-------------|----------|----------|----------|------------|----------|
| <br>3500 104TH STREET<br>URBANDALE, IA 50322<br>(515) 281-2394 | <br>1936 51ST STREET NE<br>CEDAR RAPIDS, IA 52402<br>(319) 389-3282 | <br>6000 GRAND AVENUE<br>DES MOINES, IA 50312<br>(515) 274-9611 | <b>Woodbury County</b><br><b>MidAmerican Energy</b><br><b>4 - Sloan Sub to</b><br><b>Whiting Sub</b> | <table border="1"> <tr> <td>NO.</td> <td>DATE</td> <td>ISSUED FOR REVIEW</td> <td>SKK</td> <td>SKK</td> <td>SKK</td> </tr> <tr> <td>A</td> <td>04-2018</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1"> <tr> <td>DESIGNED BY</td> <td>S. KELLY</td> </tr> <tr> <td>DRAWN BY</td> <td>S. KELLY</td> </tr> <tr> <td>CHECK APPD</td> <td>S. KELLY</td> </tr> </table> | NO. | DATE | ISSUED FOR REVIEW | SKK | SKK | SKK | A | 04-2018 |  |  |  |  | DESIGNED BY | S. KELLY | DRAWN BY | S. KELLY | CHECK APPD | S. KELLY | <table border="1"> <tr> <td>PRINTED</td> <td>5/6/2019</td> </tr> <tr> <td>SHEET NUMBER</td> <td>OV-4</td> </tr> <tr> <td>REV</td> <td>A</td> </tr> </table> | PRINTED | 5/6/2019 | SHEET NUMBER | OV-4 | REV | A | <table border="1"> <tr> <td colspan="2">SLOAN SUB TO WHITING SUB OVERVIEW</td> </tr> <tr> <td>SCALE</td> <td>1" = 2,787'</td> </tr> </table> | SLOAN SUB TO WHITING SUB OVERVIEW |  | SCALE | 1" = 2,787' | <table border="1"> <tr> <td>NO.</td> <td>DATE</td> <td>ISSUED FOR REVIEW</td> <td>SKK</td> <td>SKK</td> <td>SKK</td> </tr> <tr> <td>A</td> <td>04-2018</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1"> <tr> <td>DESIGNED BY</td> <td>S. KELLY</td> </tr> <tr> <td>DRAWN BY</td> <td>S. KELLY</td> </tr> <tr> <td>CHECK APPD</td> <td>S. KELLY</td> </tr> </table> | NO. | DATE | ISSUED FOR REVIEW | SKK | SKK | SKK | A | 04-2018 |  |  |  |  | DESIGNED BY | S. KELLY | DRAWN BY | S. KELLY | CHECK APPD | S. KELLY |
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| DRAWN BY   | S. KELLY  |   |  |  |     |      |                   |     |     |     |   |         |  |  |  |  |             |          |          |          |            |          |   |         |          |              |      |     |   |  |                                   |  |       |             |  |     |      |                   |     |     |     |   |         |  |  |  |  |             |          |          |          |            |          |
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| REV  | A   |   |  |  |     |      |                   |     |     |     |   |         |  |  |  |  |             |          |          |          |            |          |   |         |          |              |      |     |   |  |                                   |  |       |             |  |     |      |                   |     |     |     |   |         |  |  |  |  |             |          |          |          |            |          |
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1 2 3 4 5 6 7 8

11.417" N x 8.917" E

**RESOLUTION #****NOTICE OF PROPERTY SALE****Parcels #894822232001**

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

**Lot One (1), Block Five (5), Edgewater Park Addition to City of Sioux City, Woodbury County, Iowa  
(1720 Claridge 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 **14<sup>th</sup> Day of May, 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 **14<sup>th</sup> Day of May, 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 \$498.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 30<sup>th</sup> Day of April, 2019.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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Patrick F. Gill  
Woodbury County Auditor  
and Recorder

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Keith W. Radig, Chairman

**REQUEST FOR MINIMUM BID**

Name: Larry Johnson Date: 5-30-18

Address: <sup>1830</sup>~~1800~~ Florence Ave. 51109 Phone: 490-6681  
258-3933

Address or approximate address/location of property interested in:  
1720 Claridge St.

GIS PIN # 894822232001

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

Legal Description:  
Lot 1 Block 5 Edgewater Park Addition

Tax Sale #/Date: 00807/2017 Parcel # \_\_\_\_\_

Tax Deeded to Woodbury County on: 4/23/2019

Current Assessed Value: Land \$8,000 Building — Total \$8,000

Approximate Delinquent Real Estate Taxes: \$657.00

Approximate Delinquent Special Assessment Taxes: \$48.00

\*Cost of Services: \$128

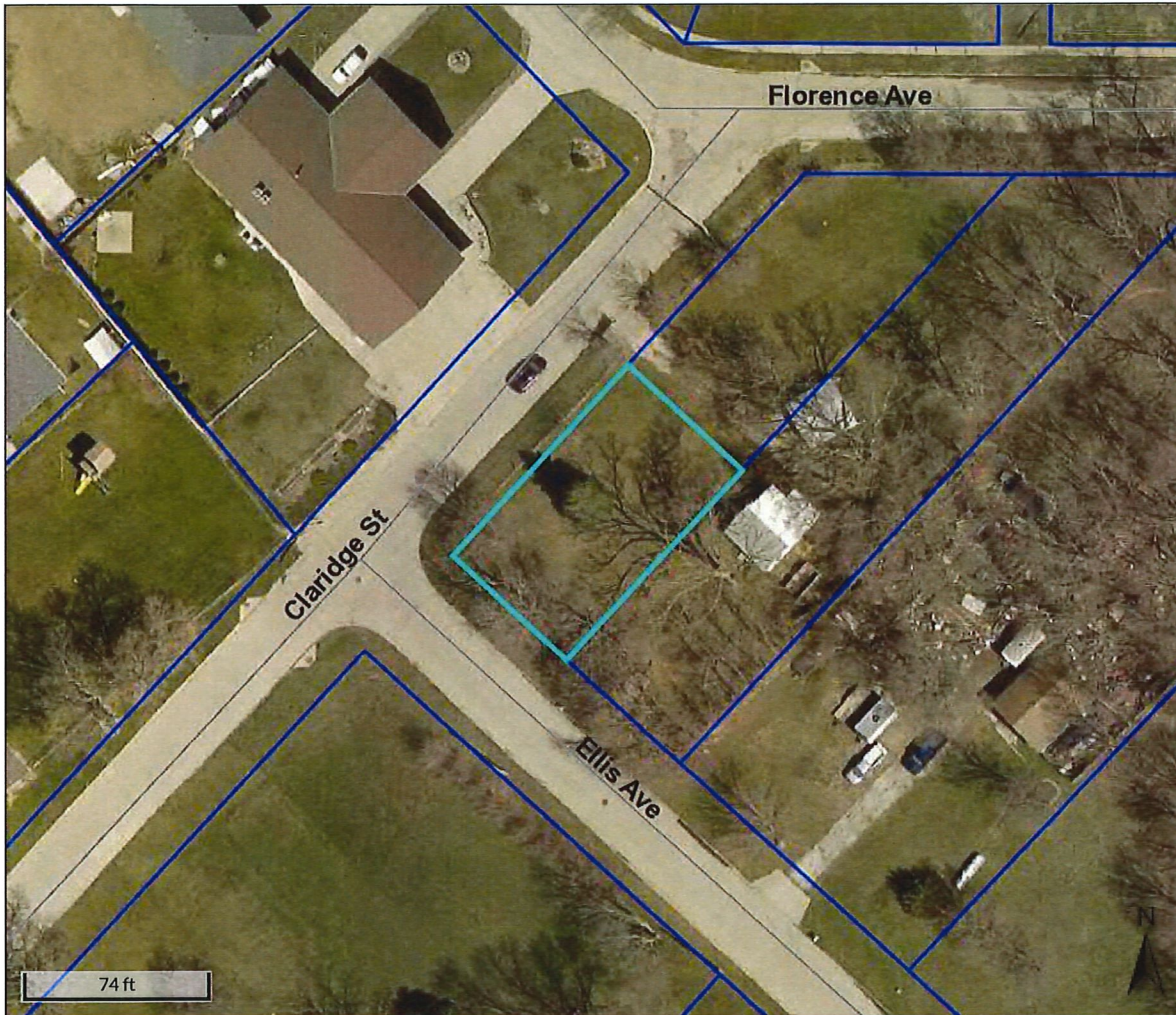
Inspection to: Rocky DeWitt Date: 5-30-18

Minimum Bid Set by Supervisor: \$370 PLUS COSTS plus \$128 cost of services  
Total: 498

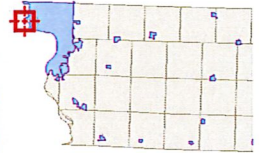
Date and Time Set for Auction: Tuesday, May 14<sup>th</sup> @ 4:35

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





Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

|                       |  |              |        |               |                          |
|-----------------------|--|--------------|--------|---------------|--------------------------|
| Parcel ID             | 894822232001                                     | Alternate ID | 161280 | Owner Address | TEDFORD LORETTIA F       |
| Sec/Twp/Rng           | n/a  | Class        | R      |               | 715 BRUNER AVE APT A2    |
| Property Address      | 1720 CLARIDGE ST                                 | Acreage      | n/a    |               | SIOUX CITY IA 51109-1563 |
|                       | SIOUX CITY                                       |              |        |               |                          |
| District              | 087  |              |        |               |                          |
| Brief Tax Description | EDGEWATER PARK LOT 1 BLK 5                       |              |        |               |                          |
|                       | <b>(Note: Not to be used on legal documents)</b> |              |        |               |                          |

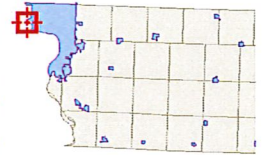
Date created: 4/25/2019  
 Last Data Uploaded: 4/24/2019 7:00:10 PM

Developed by  **Schneider**  
 GEOSPATIAL





Overview



Legend

-  Roads
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|                       |   |              |        |               |                          |
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| Brief Tax Description | EDGEWATER PARK LOT 1 BLK 5                |              |        |               |                          |
|                       | (Note: Not to be used on legal documents) |              |        |               |                          |

Date created: 4/25/2019  
 Last Data Uploaded: 4/24/2019 7:00:10 PM

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

Date: 05/09/2019 Weekly Agenda Date: 05/14/2019

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Melissa Thomas

**WORDING FOR AGENDA ITEM:**

Action for the approval of the service agreement between Woodbury County and Tri Star Risk Enterprise Services

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

This agreement with TriStar Risk Enterprise services enables them to become our third party administrator for Woodbury County's liability claims administration.

**BACKGROUND:**

Three vendors were contacted with Tri Star being the lowest bid.

**FINANCIAL IMPACT:**

Initial Period \$10,000 (pro-rated portion of \$12,000) with a carryover fee of \$2500.00  
First Annual Period \$12,420  
Each Subsequent Annual Period 3.5 % increase over the prior Annual Period.  
Other possible fees as stated in the contract

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

Yes  No

**RECOMMENDATION:**

Pass the motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the claims service agreement with Tri Star Risk Enterprise Services

## Claims Services Agreement

**AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2019 by and between **TRISTAR Risk Enterprise Management, Inc.** a Delaware corporation having its principal place of business at 100 Oceangate, Suite 700, Long Beach CA 90802 (“TRISTAR”), and **Woodbury County, Iowa** a political subdivision of the State of Iowa having its principal place of business at 620 Douglas, Suite 701, Sioux City, IA 51101 (“Customer”).

**WHEREAS**, Customer, as a qualified self-insured under applicable state law, has a self-insured retention program with respect to automobile liability, general liability, and professional liability claims and claim expenses pertaining to Customer’s business (“SIR Program”) with a retention level as set forth in Schedule A attached hereto (“Retention Level”); and

**WHEREAS**, Customer has the sole responsibility to provide for competent claims administration and claims funding with respect to claims and/or losses and claims expenses arising within the SIR Program; and

**WHEREAS**, Customer desires to engage TRISTAR as the claims administrator with respect to those claims and/or losses arising under the SIR Program, including certain claims that were previously handled by Customer or any other entity; and

**WHEREAS**, TRISTAR desires to accept such engagement pursuant to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the terms, conditions and other agreements set forth herein, TRISTAR and Customer hereby agree as follows:

### 1. Term

The term (“Term”) of this Agreement shall commence at 12:00 A.M. on March 1, 2019 (“Effective Date”) and shall remain in effect unless and until terminated in accordance with the provisions of Section 9 of this Agreement.

### 2. Engagement, Duties, and Authority of TRISTAR

**2.1** Customer hereby engages TRISTAR and TRISTAR hereby accepts such engagement as the claims administrator to represent and act for Customer with respect to all claims arising under the SIR Program, occurring during the Term, reported to TRISTAR during the Term, and assigned to TRISTAR by Customer (“Claims”). Claims shall consist of:

i) “*Takeover Claim(s)*” which shall be defined as any Claim reported to TRISTAR that has been handled by Customer or any preceding manager or administrator prior to being assigned to TRISTAR and is open and pending as of the Effective Date; and

ii) “*Newly Reported Claim(s)*” which shall be defined as any Claim other than Takeover Claims.

**2.2** The terms and conditions of this Agreement will continue to apply during the Term and during any period Claims continue to be handled by TRISTAR. In consideration of payment of the agreed-upon fees as set forth in this Agreement, TRISTAR agrees to perform the following services (“Services”) during the Service Period as defined in Schedule A and any extension or renewal thereof, if applicable, with respect to the Claims. Subject to the authority limits stated below, TRISTAR shall:

**2.2.1** provide to Customer the following basic services (“Basic Services”):

- i) establish and maintain an electronic file with respect to each Claim (“Claim File”); such Claim Files shall include accurate records and accounts of all transactions with respect to Claims; and be maintained in accordance with prudent standards of record keeping;
- ii) conduct analysis of Claims to determine their validity in accordance with Claims’ guidelines as may be agreed to by TRISTAR and Customer;
- iii) establish case-specific reserves, adjust, resist, deny and/or settle Claims:
  - up to the authority limit set forth in Schedule A (“Settlement Authority”);
  - in excess of the Settlement Authority at the direction of and with the approval of the Customer;
- iv) upon approval or at the direction of Customer, use legal counsel where appropriate and assist legal counsel in the preparation of cases for hearings, trials and/or appeals;
- v) pursue, as deemed appropriate by TRISTAR, reasonable possibilities of subrogation, contribution, or indemnity (not insurance or reinsurance recoveries) on behalf of Customer and deposit all recovery amounts in an account until paid over to Customer;
- vi) refer all regulatory complaints to Customer and cooperate with Customer to resolve such complaints;
- vii) report cases involving suspected fraud to the appropriate state mandated agency and when reporting to the state insurance department is required, use an internal special investigative unit or contract with an entity to provide such services;
- viii) provide TRISTAR’s standard claims reports to Customer; and
- ix) make timely requests for payments of valid claims for compensation, rehabilitation expenses, and other required benefits payable under applicable insurance laws, together with Allocated Loss Adjustment Expenses to Customer pursuant to Sections 3 and 4 hereof subject to the limitations and requirements of this Agreement.

**2.2.2** provide to Customer information services in accordance with the provisions of Schedule B attached hereto (“Information Services”);

**2.2.3** receive and manually load Takeover Claims data from the preceding Claims administrator(s) (“Data Loading Services”); and

**2.2.4** provide, or use vendors to provide, specialty services (“Specialty Services”) such as claim call-in reporting (telephonic, electronic, fax or internet), Special Investigation (SIU), and index bureau reports. Specialty Services are charged as Allocated Loss Adjustment Expenses (as defined in Section 12) or, where required by state law, as loss.

### **3. Duties of Customer**

**3.1** Customer shall:

**3.1.1** promptly forward, or cause to be forwarded to TRISTAR, all claims, claim forms, demands, notices, inquiries or correspondence concerning or related to Claims;

**3.1.2** at the time that Claims are assigned to TRISTAR, provide TRISTAR with a copy of any investigative and pertinent material;

**3.1.3** not comment upon, discuss with third parties, or independently adjust, attempt to settle, or otherwise process Claims without prior written notice to TRISTAR;

- 3.1.4 directly pay all Claims, Allocated Loss Adjustment Expenses and other claim-related expenses in accordance with Section 4 of this Agreement;
- 3.1.5 cooperate with TRISTAR with respect to the performance of Claim services, including, but not limited to: responding promptly to TRISTAR's requests for information; providing timely direction to TRISTAR for matters exceeding its authority; meeting with TRISTAR, as may be needed; and making decisions as required by this Agreement and within such time periods as to meet all legal requirements applicable to the obligations under this Agreement;
- 3.1.6 report to any and all insurers, reinsurers or intermediaries all facts, notices, documents, and information sufficient to comply with reporting requirements of said insurers or reinsurers regarding the Claims hereunder. TRISTAR shall make no such reports unless specifically requested in writing by Customer, or as specifically provided in this Agreement. TRISTAR shall however cooperate with Customer with respect to Customer's obligations to insurers and reinsurers;
- 3.1.7 be responsible for managing the vendors (other third party administrators and other services) Customer has contracted with and meeting all requirements in connections therewith. TRISTAR will have no responsibility or liability for the obligations of vendors or Customer in connection with the services provided by such vendors and Customer shall, subject to appropriation and to the extent permitted by law, indemnify, hold harmless, and defend TRISTAR against any such liability, except that TRISTAR shall cooperate with the vendors Customer contracted with and assist Customer with respect to such vendor requirements; and
- 3.1.8 perform all such other actions and things reasonably necessary or otherwise required to enable TRISTAR to perform its services under this Agreement.
- 3.2 Customer represents and warrants that it is and shall remain throughout the Term a qualified self-insured under applicable state law.

#### **4. Payment of Claims and Allocated Loss Adjustment Expense(s)**

- 4.1 In addition to the invoices for Fees and Expenses (as defined in Subsection 5.5) addressed in Section 5 below, all Claims obligations, including loss, indemnity, and Allocated Loss Adjustment Expenses and other Claim-related expenses, are the obligations of Customer. Unless otherwise agreed by TRISTAR and Customer: i) as payment requests are processed by TRISTAR, they shall be paid by Customer; and ii) TRISTAR shall not process any such payments. Customer acknowledges that at no time will TRISTAR be obligated to make any such payments out of TRISTAR funds.
- 4.2 Unless otherwise agreed by TRISTAR and Customer, Specialty Services which are listed on Schedule C attached hereto shall be provided by TRISTAR's Preferred Provider network, which may include TRISTAR, its affiliates and subsidiaries (including TRISTAR Managed Care, Inc.), or third parties. Specialty Services will be charged to Customer as Allocated Loss Adjustment Expenses or, where required by state law, as loss. Customer understands and agrees that TRISTAR may receive compensation in connection with the Specialty Services, either by retaining a portion of the fees and expenses charged, or by receiving fees from preferred providers. The amount TRISTAR retains or receives will vary depending upon the preferred provider, and may be calculated based on percentage of savings, percentage of revenue to the provider, or TRISTAR's mark-up of provider fees. The amounts retained or received by TRISTAR in connection with Specialty Services are in addition to the Fees and Expenses paid to TRISTAR by Customer under Section 5 of this Agreement. The fees set forth on Schedule C may be adjusted from time to time upon one hundred twenty (120) days' prior written notice.

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## **5. Payment of Fees, Expenses, and Taxes**

- 5.1** For Basic Services, Information Services, and Data Loading Services performed, TRISTAR shall be entitled to and Customer shall pay the fees and expenses, including Reimbursable Expenses (as defined in Subsection 5.2), calculated and earned in accordance with this Section 5 and Schedule A.
- 5.2** TRISTAR shall be reimbursed for those expenses which are incurred by TRISTAR in the rendering or performance of services and not incorporated in the Basic Fee (“Reimbursable Expenses”). Reimbursable Expenses include, but are not limited to, any data processing or telecommunications charges, hotel, travel, living and out-of-pocket expenses related to the provision of services pursuant to this Agreement.
- 5.3** For all services other than Basic Services, Information Services, and Specialty Services provided under this Agreement, Customer shall compensate TRISTAR in accordance with this Section 5 and Schedule A (“Additional Services Fees”), plus Reimbursable Expenses. Additional Services Fees and expenses charged pursuant to this Subsection 5.3 are in addition to those fees and expenses charged under Subsections 5.1 and 5.2.
- 5.4** Customer shall be responsible to pay directly to the applicable taxing authority or to TRISTAR, if imposed on TRISTAR, all federal, state and local taxes (other than net income taxes) which TRISTAR may be required to pay or collect or which may be incurred or assessed against TRISTAR or Customer, under any existing or future law, relating to the sale, delivery, rendering or provision of services by TRISTAR to Customer (“Taxes”).
- 5.5** TRISTAR shall submit itemized invoices to Customer for all fees, Reimbursable Expenses, and, if applicable, Additional Services Fees and Taxes (“Fees and Expenses”) incurred in accordance with this Section 5 on a monthly basis and such invoice shall be paid by Customer to TRISTAR upon receipt of same. Amounts which remain unpaid in excess of thirty (30) days from the date of receipt of the invoice shall be subject to an interest charge of one and one-half (1.5%) percent per month, such charge to be effective beginning thirty (30) days after the date due until paid.

## **6. Records: Inspection, Access, and Ownership**

- 6.1** Customer shall at all times retain the ownership of the Claim Files and Claims data (collectively, “Claim File Information”). Customer acknowledges that TRISTAR has a right of continuing possession and access to the Claim File Information, including any accessing software, hardware, and systems to permit TRISTAR to fulfill all of its obligations under this Agreement, whether before or after termination, including in the event of any dispute or legal action between the parties.
- 6.2** Claim File Information shall, upon thirty (30) days prior written notice to TRISTAR, be available for on-site audit, review, and/or inspection by duly authorized representatives of Customer and by regulatory authorities having appropriate jurisdiction; however, the parties agree that if there are any such audits, reviews, and/or inspections including reasonable follow-up of the activities of TRISTAR by Customer, regulatory authorities or other parties, or any combination thereof, TRISTAR shall be compensated in accordance with Subsection 5.3 for its involvement with any such audit(s), reviews, and/or inspections.
- 6.3** At the conclusion of TRISTAR’s obligation to handle Claims and subject to the payment of all Fees and Expenses due TRISTAR, TRISTAR shall send directly to Customer or a third party selected by Customer i) an electronic copy in TRISTAR’s then current format of the Claim File Information, and ii) all open and closed physical Claim Files, if any (collectively, “Transfer Services”) in accordance with Subsection 9.3. Customer hereby acknowledges that Customer, such third party selected by Customer, or any succeeding administrator is responsible for retaining Claim File Information that is transferred to it for the longest of the following time periods:

- i) for five (5) years from the closing of the Claim;
- ii) for the duration of any applicable regulatory requirement or state law; or
- iii) for the duration of the applicable Statute of Limitations.

## **7. Indemnification, Limitation of Liability – Intentionally removed**

## **8. Confidential Information**

### **8.1** The parties acknowledge that in the course of dealings between each other:

**8.1.1** each party will acquire from the other information about business activities and operations, technical information and trade secrets, all of which are highly confidential and proprietary (“Confidential Business Information”). Confidential Business Information shall not include (i) information already known to a party; (ii) information which now is or hereafter becomes publicly known through no wrongful act of a party, (iii) information received by a party from a third party without similar restriction and without breach of this Agreement; (iv) information independently developed by a party; (v) information approved for release by written authorization of the other party; and (vi) information which, after notice to a party providing a reasonable opportunity to contest disclosure, must be disclosed pursuant to the requirements of a governmental agency or a final binding order of a court of competent jurisdiction; and

**8.1.2** each party may gain access to and/or generate information of Customer’s consumers, customers, insureds or claimants which may include personally identifiable, financial and/or health information which may be protected by federal, state and local laws (“Protected Information”).

**8.2** In the event a party provides its Confidential Business Information and/or Protected Information (collectively “Confidential Information”) to the other party (“Receiving Party”), such Confidential Information shall be provided subject to the following confidentiality terms:

**8.2.1** A party’s Confidential Information shall be safeguarded by the Receiving Party with at least as great a degree of care as the Receiving Party uses to safeguard its own most confidential materials or information relating to its own business.

**8.2.2** The Confidential Information must be circulated, quoted, disclosed, or distributed solely on a “need to know basis” and only to employees, attorneys, or consultants of the Receiving Party (“Representatives”) after such Representatives have been informed of and agreed to be bound by this duty of confidentiality. Further, a Receiving Party agrees to obligate each of its Representatives to a level of care sufficient to protect the Confidential Information from unauthorized use or disclosure.

**8.2.3** A Receiving Party and its Representatives shall not further circulate, quote, disclose or distribute any of the Confidential Information except as permitted under this Section 8.

**8.3** The provisions of this Section 8 shall survive the termination of this Agreement.

## **9. Termination**

**9.1** This Agreement shall be terminated in accordance with any of the following subsections of this Section 9:

**9.1.1** Either party may terminate this Agreement by giving at least one hundred twenty (120) days prior written notice of termination to the other party, such termination to be effective no sooner than the first (1<sup>st</sup>) anniversary of the Effective Date.

- 9.1.2** Upon a material breach by TRISTAR or Customer in the performance of its duties or responsibilities as provided in this Agreement, the non-breaching party may advise the breaching party of said material breach by written notice. Except for breach by Customer for failure to pay Fees and Expenses or a breach by Customer for failure to pay Claims and Allocated Loss Adjustment Expenses as required in this Agreement (“Monetary Breach”), the breaching party shall then have thirty (30) days from the date of written notice within which to cure said breach. For Monetary Breach, the Customer shall have five (5) business days from date of written notice within which to pay overdue Fees and Expenses to TRISTAR or to pay Claims and Allocated Loss Adjustment Expenses as required. The non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party if the breaching party fails to cure said material breach within the specified time period.
- 9.1.3** This Agreement shall immediately terminate at the election of either party upon the occurrence of any of the following events with respect to the other party: its insolvency, its inability to meet its debts as they mature, its filing of a petition of voluntary bankruptcy under any chapter of the US bankruptcy laws, institution of proceedings to adjudge it bankrupt in an involuntary proceeding, filing of a petition for rehabilitation or liquidation, execution of an assignment for the benefit of creditors, its appointment by a court of a receiver, trustee, rehabilitator or liquidator, or its dissolution.
- 9.2** If this Agreement is terminated:
- 9.2.1** for cause pursuant to Subsection 9.1.2 or 9.1.3, TRISTAR shall cease the handling of all Claims as of the effective date of termination (“Termination Date”) and TRISTAR shall have no more obligations with respect thereto;
- 9.2.2** for convenience pursuant to Subsection 9.1.1, Customer, in its sole discretion, shall exercise one of the following options:
- i) Customer may require TRISTAR to continue the handling of all Claims reported to TRISTAR before the Termination Date, on the terms, conditions and limitations of this Agreement; or
  - ii) Customer may require TRISTAR to cease the handling of all Claims as of the Termination Date and TRISTAR shall have no more obligations with respect thereto.
- 9.3** Upon termination of this Agreement:
- 9.3.1** TRISTAR and Customer shall perform all of their respective obligations in accordance with the terms of this Agreement whether to be performed before or after the Termination Date until the conclusion of TRISTAR’s obligation to handle Claims as set forth in Section 9.2 and Schedule A. At that time and upon TRISTAR’s receipt of payment of all earned but unpaid Fees and Expenses, TRISTAR shall provide the Transfer Services in accordance with Subsections 6.3 and 9.3.2.
- 9.3.2** Unless this Agreement has been terminated by Customer for cause pursuant to either Subsection 9.1.2 or 9.1.3, Customer shall reimburse TRISTAR for all fees and expenses incurred by TRISTAR (“Transfer Fees”) in connection with the Transfer Services. These Transfer Fees shall be considered Additional Services Fees and calculated in accordance with Section 5.3. Transfer Fees shall include, but not be limited to:
- i) the actual costs incurred (examples: packing materials and shipping expenses in the event there are physical Claim Files); plus
  - ii) TRISTAR’s fees for its services in effecting such transfer (examples: hourly fees for clerical labor to inventory, sort, pack, and ship such Claim Files; hourly fees for data processing labor



to perform data extract and testing with receiving vendor; fees for production of notification letters to claimants, attorneys, and medical providers).

- 9.3.3** As respects all Claims, Customer shall remain liable for the payment of all Claims and Allocated Loss Adjustment Expenses in accordance with Section 4 and the payment of all Fees and Expenses in accordance with Section 5 that they would have been liable for had the Agreement not been terminated.

## **10. Independent Contractor**

TRISTAR and its affiliates, shall act as an independent contractor(s) in providing services to Customer hereunder. Neither this Agreement nor the performance thereof by TRISTAR shall create nor be deemed to create any employer-employee, joint venture or partnership relationship between TRISTAR or any of its affiliates, officers, directors or employees, on the one hand, and Customer or any of its affiliates, officers, directors or employees, on the other hand.

## **11. Force Majeure**

If any cause or condition shall occur beyond the control of TRISTAR which wholly or partially prevents the performance by TRISTAR of its obligations hereunder, including, without limitation, any act of God or the public enemy, fire, explosion, flood, earthquake, war, riot, adverse weather conditions, breakdowns in equipment or facilities, strike, slowdown, work stoppage or other labor trouble, then TRISTAR shall be excused from its obligations hereunder to the extent made necessary by such cause or condition and during the continuance thereof, and TRISTAR shall incur no liability by reason of its failure to perform the obligations so excused. Such cause or condition shall not, however, relieve Customer of the obligation to pay to TRISTAR fees and charges due to TRISTAR for services rendered and expenses incurred hereunder prior to such stoppage.

## **12. Definition “Allocated Loss Adjustment Expense”**

- 12.1** For the purposes of this Agreement, Allocated Loss Adjustment Expense(s) (“Allocated Loss Adjustment Expense(s)”) shall mean any fee or expense which is chargeable or attributable to the investigation, coverage analysis, adjustment, negotiation, settlement, defense or general handling of any Claim(s) or action(s) related thereto, or to the protection and/or perfection of the Customer’s right of subrogation, contribution or indemnification, all as reasonably determined by TRISTAR.
- 12.2** Allocated Loss Adjustment Expense(s) may be incurred for services provided by TRISTAR, its affiliates and subsidiaries, or third parties and include, but are not limited to, the following:
- 12.2.1** attorney’s fees and disbursements incurred in connection with the determination of coverage and/or the adjustment, defense, negotiation or settlement of any Claim; attorney’s fees incurred for representation at depositions, hearings, pretrial conferences and/or trials;
- 12.2.2** fees and expenses incurred for: handling any Alternative Dispute Resolution proceeding (“ADR”); legal actions, including trials or appeals; pursuing any declaratory judgment action, including deposition fees; cost of appeal bonds; court reporter or stenographic services, filing fees, and other court costs, fees and expenses; transcript or printing services and all discovery expenses; service of process; witnesses’ testimony, opinions, or attendance at hearings or trial;
- 12.2.3** fees and expenses for attendance at or participation in ADR proceedings, hearings, trials or other proceedings by TRISTAR personnel or its subcontractors;
- 12.2.4** statutory fines or penalties; pre- and post-judgment interest paid as a result of litigation, unless regulatory or reporting requirements define such interest as loss or indemnity payments;

- 12.2.5** subcontractors' fees and travel expenses, including independent adjusters, automobile and property appraisers, to the extent that same are incurred in the adjustment, negotiation, settlement or defense of any Claim;
- 12.2.6** fees and expenses incurred in conjunction with the telephonic, web, or other electronic methods of reporting Claims as set forth on Schedule C;
- 12.2.7** experts' fees and expenses including reconstruction experts, engineers, photographers, accountants, economists, metallurgists, cartographers, architects, hand-writing experts, physicians, appraisers and other natural and physical science experts, plus the fees and expenses associated with preparation of expert reports, depositions, and testimony;
- 12.2.8** fees and expenses for surveillance, undercover operative and detective services or any other investigations;
- 12.2.9** fees and expenses for: medical examinations, or autopsies, including diagnostic services, and related transportation services; durable medical equipment; and medical reports and rehabilitation evaluations, unless regulatory or reporting requirements define such fees and expenses as loss or indemnity payments;
- 12.2.10** fees and expenses for any public records, medical records, credit bureau reports, index bureau reports, and other like reports as set forth on Schedule C;
- 12.2.11** fees and expenses incurred where TRISTAR determines it is reasonable to pursue the rights of contribution, indemnification or subrogation of the Customer, including attorney and collection agency fees and/or expenses;
- 12.2.12** medical or vocational rehabilitation fees and expenses, and all other medical cost containment services, including, but not limited to utilization review and management, pre-audit admission authorization, hospital bill audit or adjudication, provider bill audit or adjudication, and medical case management, if applicable, unless regulatory or reporting requirements define such expenses as loss or indemnity payments as set forth on Schedule C; and
- 12.2.13** extraordinary travel and related fees and expenses incurred by TRISTAR at the express request of Customer, which are not otherwise payable under this Agreement.
- 12.3** With respect to TRISTAR's determination that a fee or an expense incurred pursuant to this Agreement is an Allocated Loss Adjustment Expense, TRISTAR makes no representation or warranty and assumes no responsibility that such determination (i) is in compliance with or meets the requirements of any statistical plan filing, statutory, regulatory, or insurance industry reporting scheme or the definition of "Allocated Loss Adjustment Expense" thereunder; (ii) is or could be characterized as payment of loss or indemnity; or (iii) is or is not subject to insurance or reinsurance coverage or limits. Customer agrees that it is responsible for making all such judgments and for complying with any and all such requirements.
- 13. MMSEA**
- 13.1** Section 111 of the Medicare, Medicaid, and SCHIP (State Children's Health Insurance Programs) Extension Act of 2007 (all of which together shall be referred to as "MMSEA") (P.L. 110-173), contains mandatory reporting requirements ("MIR") for group health plan arrangements and for liability insurance (including self-insurance), no-fault insurance, and workers' compensation (see 42 U.S.C. 1395y(b)(7) & (8)). As respects compliance with MMSEA under this Agreement:

- 13.1.1** Customer has the obligation to perform MIR requirements as respects Claims, register with the Centers for Medicare and Medicaid Services (“CMS”) as a Responsible Reporting Entity (“RRE”), and provide to TRISTAR all relevant information including the RRE Identification Number(s) assigned. Customer has appointed the reporting agent(s) identified on Schedule A for the purpose of meeting MMSEA obligations including MIR requirements (“Reporting Agent(s)”).
- 13.1.2** Reporting Agent services include determining Medicare eligibility, reporting to CMS eligible Claims using the mandated format for a determination of Medicare eligibility, processing error corrections, and providing quarterly reports. Where applicable, Reporting Agent should also respond to all inquiries and requests for conditional payments, comply with settlement approvals, negotiate and prepare claim set-aside agreements (“CSA’s”) and Medicare set-aside agreements (“MSA’s”).
- 13.1.3** Customer consents to the disclosure by TRISTAR of Claims information required by MIR to Reporting Agent or others for the purpose of providing MIR pursuant to this Agreement. Customer and TRISTAR agree that Claim data reported to or by CMS is confidential and each shall take reasonably necessary steps to protect the confidentiality of this data.
- 13.1.4** Customer agrees that fees and charges by Reporting Agent incurred for compliance with MMSEA and other related services shall be paid by Customer and charged against the Claim Files as Allocated Loss Adjustment Expenses. Such fees and charges are listed on Schedule C.

#### **14. Non-Hire**

- 14.1** Without the written consent of the other, Customer and TRISTAR shall not:
- i) solicit for employment or employ any employee of the other who is or has been directly engaged in the performance of this Agreement; and
  - ii) for a period of six (6) months following the termination of any employee who had been directly engaged in the performance of this Agreement, solicit for employment or employ such employee of the other.
- 14.2** Customer agrees that: (i) the prohibition against solicitation and employment of TRISTAR employees by Customer in Section 14.1 without TRISTAR’s written consent shall also apply to any affiliates of Customer; and (ii) that violation of this prohibition by Customer shall be deemed to be a material breach of this Agreement by Customer. For purposes of this Section 14.2, “Affiliates of Customer” includes any entity controlling, controlled by, or in common control with Customer or any entity in which Customer has an interest during the Term or with which Customer has entered into a contract.
- 14.3** This provision shall not apply to any offer of employment by TRISTAR or Customer arising from a general employment solicitation to the public and not specifically directed at any employee of the other party who is directly engaged in the performance of this Agreement.
- 14.4** The provisions of this Section 14 shall apply during the Term and the six (6) month period immediately following the Term.

#### **15. Notices**

- 15.1** All notices or other communications required pursuant to Section 9 shall be in writing and sufficient if i) delivered personally; ii) sent by a nationally recognized overnight carrier; or iii) sent by registered or certified mail return receipt requested, postage prepaid and via email; and addressed as follows:

TRISTAR: TRISTAR *Risk* Enterprise Management, Inc.  
100 Oceangate, Suite 700  
Long Beach, CA 90802  
Attn.: Thomas J. Veale (Tom.Veale@tristargroup.net)

*With a copy to:* TRISTAR Insurance Group, Inc.  
2540 Route 130, Suite 109  
Cranbury, NJ 08512  
Attn.: General Counsel's Office (Tim.McIntyre@tristargroup.net)

Customer: Woodbury County, Iowa  
620 Douglas, Suite 701  
Sioux City, IA 51101  
Attn.: Human Resources Director

**15.2** When required or issued pursuant to this Agreement, notices shall be deemed to have been given at the time i) when personally delivered, ii) upon the day following the day sent by overnight carrier, or iii) if mailed, upon the third (3<sup>rd</sup>) day after the date such notice is postmarked.

## **16. State Amendment Requirements**

**16.1** The Agreement shall be deemed to incorporate any and all provisions required by applicable state insurance laws, relating to insurance administrators or third party administrators, insofar as such provisions relate to the services performed by TRISTAR pursuant to the Agreement.

## **17. General**

**17.1** This Agreement constitutes the entire agreement of the parties and supersedes all previous agreements and/or contracts whether oral or written between them with respect to the subject matter hereof.

**17.2** If any provision of this Agreement shall contravene or be invalid under the laws of the United States, the state in which enforcement is sought, or the regulatory requirements of such state, it is agreed that such provision shall not invalidate the whole Agreement but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid.

**17.3** This Agreement may only be amended by a written instrument signed by the parties hereto.

**17.4** The parties shall not disclose to any third party the terms and conditions of this Agreement, except as may be required by law, reasonable advice of its counsel, or the written consent of the non-disclosing party. Notwithstanding the aforementioned, this Agreement may be disclosed to the parties' representatives, accountants, attorneys, and advisors and to insurers of Customer, including excess insurers to and reinsurers of the SIR Program.

**17.5** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. A party may not assign this Agreement or the services required herein without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, except that TRISTAR may assign this Agreement to an affiliate or subsidiary company, or a successor in interest by acquisition or merger provided that such succeeding company shall assume all rights and obligations under this Agreement.

**17.6** Except as otherwise provided herein, nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their respective successors and permitted assigns, any

legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

- 17.7 A party hereto shall not be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by such party. No delay or omission by a party hereto in exercising any right shall operate as a waiver of said right on any further occasion.
- 17.8 Wherever approval of a party is required under this Agreement, it shall not be unreasonably withheld or delayed.
- 17.9 The captions are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 17.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
- 17.11 The exchange of copies of this Agreement and of signature pages by e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original for all purposes. Signatures of the parties transmitted by e-mail shall be deemed to be their original signatures for all purposes.
- 17.12 This Agreement shall be interpreted and construed in accordance with the internal laws of the State of Iowa without regard to conflicts of law. The venue for any legal action arising from this Agreement shall be in state or federal court in Woodbury County, IA.
- 17.13 Each party represents to the other that it is authorized to enter into this Agreement and that its entry into this Agreement does not and will not violate the terms of any judgment, decree or ruling or any contract with any third party.

**CUSTOMER AND TRISTAR CERTIFY BY THEIR UNDERSIGNED AUTHORIZED OFFICERS THAT THEY HAVE READ THIS AGREEMENT, INCLUDING ALL SCHEDULES AND EXHIBITS HERETO, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Woodbury County, Iowa**

**TRISTAR Risk Enterprise Management, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

## Schedule A

### General Information; Service Period; Fees and Expenses

This Schedule A shall be effective March 1, 2019 and it shall: i) apply to all Claims reported and all Information Services provided on or after that date, and ii) remain in effect until the parties agree on new rates.

The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule A.

#### A.1 General Information

A.1.1 **Retention Level(s):** \$300,000

A.1.2 **Settlement Authority:** \$0

A.1.3 **Reporting Agent(s):**

- i) for MMSEA reporting to CMS: TRISTAR Risk Management (an affiliate of TRISTAR).
- ii) for MMSEA compliance and other related services: TRISTAR's Preferred Provider, unless Customer directs the use of a different vendor.

#### A.2 Service Period

A.2.1 In consideration of payment by Customer of the fees described in Section A.3, TRISTAR will provide the Services for the periods set forth below ("Service Period"):

**Basic Services.** TRISTAR will provide Basic Services for each Claim beginning on the date the Claim is reported to TRISTAR and ending on the sooner of:

- i) the date the Claim is closed; or
- ii) the effective date of termination of this Agreement in accordance with any provision of Section 9.

**Data Loading Services.** TRISTAR will provide Data Loading Services beginning on the Effective Date and ending upon the completion of the loading.

**Information Services.** TRISTAR will provide Information Services beginning on the Effective Date and ending on the date TRISTAR is no longer obligated to provide Basic Services as set forth above.

#### A.3 Basic Fees

A.3.1 **Annual Minimum Fee & Excess Flat Rates**

**Annual Minimum Fee.** In consideration for the Basic Services and Information Services performed by TRISTAR during the Service Period for Claims, TRISTAR shall be entitled to and Customer shall pay TRISTAR in accordance with Section A.6 at the following annual rate ("Annual Minimum Fee"), in advance, subject to any increases made in accordance with Section A.4, in accordance with Section A.7. The Annual Minimum Fee shall cover one (1) user of Information Services and up to a combined total of fifteen (15) Newly Reported Claims and Takeover Claims ("Claims Threshold") reported to TRISTAR during the Initial Period or each Annual Period, as defined below.

| <u>PERIOD</u>                      | <u>ANNUAL<br/>MINIMUM FEE</u>                     |
|------------------------------------|---|
| Initial Period .....               | \$10,000 ( <i>pro-rated portion of \$12,000</i> ) |
| First Annual Period.....           | \$12,420  |
| Each Subsequent Annual Period..... | 3.5% increase over the prior Annual Period        |

*Where:*

The “**Initial Period**” shall be defined as the ten (10) month period beginning on March 1, 2019 and ending December 31, 2019.

An “**Annual Period**” shall be defined as each twelve (12) month period beginning on January 1, 2020 and each subsequent anniversary.

**Subject to the following:**

**Excess Flat Rates.** At the end of the Initial Period and at the end of the each Annual Period during the Term, a reconciliation shall be performed. In the event the number of Newly Reported Claims and Takeover Claims reported to TRISTAR during the Initial Period or during any Annual Period exceeds the Claims Threshold, then Customer shall pay TRISTAR in accordance with Section A.7 at the following flat rates per Feature for each Newly Reported Claim or Takeover Claims in excess of the Claims Threshold, subject to any increases made in accordance with Section A.4 (“Excess Flat Rate(s)”)

- i) Automobile Liability – Bodily Injury: Seven Hundred Fifty-Seven dollars (\$757) per Feature;
- ii) Automobile Liability – Property Damage: Four Hundred Thirty-Two dollars (\$432) per Feature;
- iii) Automobile Physical Damage: Two Hundred Ninety-Eight dollars (\$298) per Feature;
- iv) General Liability– Bodily Injury: Seven Hundred Fifty-Seven dollars (\$757) per Feature;
- v) General Liability – Property Damage: Four Hundred Thirty-Two dollars (\$432) per Feature; and
- vi) General Liability – Professional Liability: One Thousand Nine Hundred Fifty dollars (\$1,950) per Feature.

As long as the Agreement applies to any Claims being handled by TRISTAR, the Excess Flat Rates shall be increased by 3.5% on January 1, 2020 and each subsequent anniversary.

*Where:*

“**Feature**” shall mean each line of coverage for each person or entity making a claim under the SIR Program.

**A.3.2 Data Loading Fee.** In consideration for the Data Loading Services rendered by TRISTAR during the Service Period and in accordance with this Agreement, Customer agrees to pay TRISTAR a fee (“Data Loading Fee”) of Two Thousand Five Hundred dollars (\$2,500) in accordance with Section A.7.

**A.3.3 Fees for optional services requested by Customer.** In consideration for the services listed below (collectively, “Optional Service(s)”) rendered during the Service Period upon the request of Customer and in accordance with this Agreement, Customer agrees to pay TRISTAR at the following rates (“Optional Rates”) in accordance with Section A.7, subject to any increases made in accordance with Section A.4, for as long as the Optional Services are provided:

*If requested by Customer:*

- i) **For each additional user in excess of one (1):** Six Hundred dollars (\$600) per user (“Additional User Rate”);
- ii) **OSHA Reports:** Four Thousand dollars (\$4,000) per year (“OSHA Rate”);
- iii) **Standard Data File (monthly):** One Thousand Two Hundred dollars (\$1,200) per year (“Data File Rate”)
- iv) **Self-Insured Reports:** in accordance with TRISTAR’s rates, which vary by state, then in effect (“SIR Report Rate”); and
- v) **Customized Interface:** on a Time and Expense basis at the hourly rate of One Hundred Fifty dollars (\$150) (“Customized Interface Rate”).

The Additional User Rate, OSHA Rate, and Data File Rate each shall be pro-rated for each applicable Optional Service added at any time other than as of the Effective Date or a subsequent Increase Date, as hereinafter defined.

Beginning on January 1, 2020, for Optional Services requested by Customer during an Annual Period, Customer shall pay TRISTAR for such Optional Services, in accordance with Section A.7, at TRISTAR’s then current rates for Optional Services unless other rates are mutually agreed upon.

#### **A.4 Increases**

**A.4.1 Increases due to Material Change in business terms.** In addition to the foregoing, Customer agrees that TRISTAR, in its sole discretion, reserves the right to make adjustments to the Annual Minimum Fee, Excess Flat Rates, Data Loading Fee, and Optional Rates (collectively, “Basic Fees”) as it deems necessary in the event any of the following occurs:

- i) a material discrepancy is discovered in the historical data and any other information provided to TRISTAR by Customer or its representatives that is used by TRISTAR to develop the Basic Fees and this Agreement; and
- ii) there is a material change in the scope of services to be provided by TRISTAR, including the use of TRISTAR’s Preferred Provider network.

#### **A.5 Additional Services Fees**

**A.5.1** The Basic Fees shall apply to Services, other than Specialty Services, rendered during the Service Period for Claims. Should TRISTAR be engaged by Customer to provide any other service, Customer shall pay TRISTAR for such services, in accordance with Section A.7, on a Time and Expense basis at TRISTAR’s then current hourly rates unless other rates are mutually agreed upon (“Additional Services Fees”).

#### **A.6 Expenses**

**A.6.1 Reimbursable Expenses.** Customer shall reimburse TRISTAR for Reimbursable Expenses.

**A.6.2 Taxes.** Customer shall pay applicable Taxes. Customer is tax exempt in the State of Iowa.



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**A.7 Payment**

**A.7.1** Notwithstanding any expiration or sooner termination of this Agreement:

*Optional Rates (if Optional Services requested by Customer and provided by TRISTAR):*

- i) the Additional User Rate, OSHA Rate, and Data File Rate shall be deemed fully earned, due and non-refundable as of the date a new user is added or an Optional Service is provided, and each subsequent annual anniversary of the Effective Date; and
- ii) the SIR Report Rate and Customized Interface Rate each shall be deemed fully earned, due, and nonrefundable when it is incurred.

**A.7.2** All Fees and Expenses shall be due and payable by Customer to TRISTAR in accordance with Section 5.5 of the Agreement and invoiced as follows:

- i) The Annual Minimum Fee shall be invoiced by TRISTAR as of the as of the Effective Date and as of the first day of each Annual Period;
- ii) The Data Loading Fee shall be invoiced by TRISTAR as of the as of the Effective Date; and
- iii) If there are any: Excess Flat Rate(s), Additional Services Fees, Optional Rates, Reimbursable Expenses, and Taxes shall be invoiced by TRISTAR at the end of the month in which they are incurred and/or assessed.

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## Schedule B

### Information Services

The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule B.

#### **B.1 Scope of Services**

In consideration of the payment of the applicable fees calculated in accordance with Schedule A, TRISTAR shall furnish the following to Customer (“Information Services”):

- online access to TRISTAR’s claim system (“TRISTAR System”); and
- related materials.

#### **B.2 Limited Warranty – Intentionally removed**

#### **B.3 Limitation of Liability– Intentionally removed**

#### **B.4 Proprietary Rights**

**B.4.1** Customer’s rights to Information Services under this Agreement may not be transferred, leased, assigned, or sublicensed except by written consent of TRISTAR, which TRISTAR may grant or withhold at its discretion.

**B.4.2** Customer acknowledges that the Information Services contain proprietary and confidential information and materials of TRISTAR which are protected as TRISTAR trade secrets and as copyrighted works, and which Customer may not copy, modify, or distribute except as authorized by TRISTAR. Customer agrees not to remove or deface any titles, trademarks, copyright notices, “restricted rights” or other proprietary legends affixed to or incorporated in the TRISTAR System or the Information Services.

**B.4.3** All systems created or utilized by TRISTAR in the performance of activities under this Agreement shall belong to, and shall remain the property of, TRISTAR and its affiliates, and Customer shall have no ownership interest therein. The term “systems” as used herein shall include, but shall not be limited to, computer programs, computer equipment, formats, risk data report formats, procedures, documentation and internal reports of TRISTAR and its affiliates, but such term shall not include Claims File Information.

#### **B.5 Internet Use**

Information transmitted and received through the internet may be neither secure nor confidential and TRISTAR cannot and does not guarantee the privacy, security, authenticity, and non-corruption of any information so transmitted or stored in any system connected to the internet. TRISTAR shall not be responsible for any adverse consequences whatsoever of Customer’s connection to or use of the internet, and TRISTAR shall not be responsible for any use by Customer of Customer’s internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

**B.6 Privacy**

- B.6.1** In the course of providing Information Services, TRISTAR may provide to Customer or Customer may gain access to or generate personally identifiable, financial and/or health information of consumers, insureds or claimants which may include confidential information (hereinafter collectively “Protected Information”) which may be subject to federal, state and local laws. Customer acknowledges and agrees that it (i) shall at all times comply with all federal, state and local laws and regulations applicable to Protected Information and (ii) shall only use the Protected Information for the purposes for which it was provided under this Agreement and for no other purpose. Except as permitted by applicable law or as necessary to carry out its obligations under this Agreement, Customer shall not disclose, license, sell or otherwise transfer Protected Information to a third party.
- B.6.2** Customer shall immediately notify TRISTAR of any violations of any such law or regulation applicable to provision of services under the Agreement or of any complaint or judicial or administrative proceeding initiated concerning any actual or alleged violation of such law or regulation. Notwithstanding the termination or expiration of the Agreement, Customer shall comply with this Section 6 with respect to all Protected Information in Customer’s possession or in the possession of Customer’s subcontractors or any other third party over which it has control.

## Schedule C

### Preferred Provider Specialty Services

*Schedule C is effective March 1, 2019 and is subject to change from time to time thereafter upon 120 days' prior written notice. These Preferred Provider Specialty Services fees are paid as Allocated Loss Adjustment Expenses or, where required by state law, as loss.*

| SERVICES | FEES |
|----------|------|
|----------|------|

**Liability Medical Cost Containment:**

|                               |                        |
|-------------------------------|------------------------|
| Liability Medical Bill Review | \$25 flat fee per bill |
| RN Liability Medical Review   | \$125 per hour         |

**Other Services:**

|                                  |   |
|----------------------------------|---|
| Special Investigations           | Outsourced, at cost – typically \$85 per hour |
| Central Index Bureau/OFAC/CSE    | \$15 per report                               |
| Claim Reporting: Telephonic      | \$20 per report                               |
| Claim Reporting: Fax or Internet | \$10 per report                               |
| MMSEA Reporting                  | \$10 per claim                                |
| Mileage                          | IRS allowance rate                            |

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

**#12**

Date: 5/8/2019 Weekly Agenda Date: 5/14/2019

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

**WORDING FOR AGENDA ITEM:**

Award bid for project number L-B(C160)--73-97 - Haskell Avenue Bridge

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Bids were received on May 7, 2019 for construction of a new pretensioned prestressed concrete beam bridge to replace the bridge Haskell Ave. near Merville. The county engineer is recommending award.

**BACKGROUND:**

The county programmed bridge C160 for replacement in fiscal year 2019. The existing bridge was damaged by flash flooding and closed in 2016. The old bridge was removed in 2017. A new bridge was designed, required permits have been received and bids were solicited and received. The bids have been checked and an award recommendation is being made.

**FINANCIAL IMPACT:**

This bridge is paid for 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 award of the project to Graves Construction, the low bid for the project.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to award bid to Graves Construction of Spencer, Iowa for \$620,679.97.

TABULATION OF BIDS

PROJECT NO. L-B(C160)-73-97  
 LETTING: TUESDAY, May 7, 2019  
 BRIDGE REPLACEMENT PFCB  
 SECTION 29 T88N, R44W

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

| NO. | ITEM   | Engineer's Estimate |              | Graves Const.<br>Spencer Iowa |              | Dixon Const.<br>Correctionville, Iowa |              | SUMMARY OF BIDS |      |      |                 |              |
|-----|--|---------------------|--------------|-------------------------------|--------------|---------------------------------------|--------------|-----------------|------|------|-----------------|--------------|
|     |  | QUANTITIES          | UNIT PRICE   | AMOUNT                        | UNIT PRICE   | AMOUNT                                | UNIT PRICE   | AMOUNT          |      |      |                 |              |
| 1   | Clearing and Grubbing                              | 0.75 Acres          | \$ 5,000.00  | \$ 3,750.00                   | \$ 3,000.00  | \$ 2,250.00                           | \$ 2,000.00  | \$ 1,500.00     | \$ - | \$ - | 1) Graves       | \$620,679.97 |
| 2   | Excavation Class 10 Roadway                        | 1,497 Cu.Yds.       | \$ 12.00     | \$ 17,964.00                  | \$ 12.00     | \$ 17,964.00                          | \$ 9.00      | \$ 13,473.00    | \$ - | \$ - | 2) Dixon        | \$637,278.49 |
| 3   | Excavation Class 10 Channel                        | 1,110 Cu.Yds.       | \$ 8.00      | \$ 8,880.00                   | \$ 5.00      | \$ 5,550.00                           | \$ 8.50      | \$ 9,435.00     | \$ - | \$ - | Engineer's Est. | \$636,237.76 |
| 4   | Modified Subbase                                   | 114 Cu.Yds.         | \$ 32.00     | \$ 3,635.20                   | \$ 72.85     | \$ 8,275.76                           | \$ 75.00     | \$ 8,520.00     | \$ - | \$ - |                 |              |
| 5   | Granular Shoulders, Type B                         | 182 Ton             | \$ 42.00     | \$ 7,644.00                   | \$ 48.00     | \$ 8,736.00                           | \$ 30.00     | \$ 5,460.00     | \$ - | \$ - |                 |              |
| 6   | Bridge Approach, Two Lane                          | 308.72 S.Y.         | \$ 100.00    | \$ 30,872.00                  | \$ 140.00    | \$ 42,940.80                          | \$ 150.00    | \$ 46,008.00    | \$ - | \$ - |                 |              |
| 7   | Standard or Slip Form PCC Pavement, Class C, Cl    | 692.02 S.Y.         | \$ 80.00     | \$ 55,361.60                  | \$ 51.75     | \$ 35,812.04                          | \$ 57.00     | \$ 39,445.14    | \$ - | \$ - |                 |              |
| 8   | Removal of Existing Structures                     | 1 L.S.              | \$ 9,000.00  | \$ 9,000.00                   | \$ 4,000.00  | \$ 4,000.00                           | \$ 5,000.00  | \$ 5,000.00     | \$ - | \$ - |                 |              |
| 9   | Excavation, Class 20                               | 455 Cu.Yds.         | \$ 25.00     | \$ 11,375.00                  | \$ 20.00     | \$ 9,100.00                           | \$ 20.00     | \$ 9,100.00     | \$ - | \$ - |                 |              |
| 10  | Structural Concrete (Bridge)                       | 185.2 Cu.Yds.       | \$ 450.00    | \$ 83,340.00                  | \$ 545.00    | \$ 100,934.00                         | \$ 400.00    | \$ 74,080.00    | \$ - | \$ - |                 |              |
| 11  | Reinforcing Steel, Epoxy Coated                    | 44,874 LB           | \$ 1.20      | \$ 53,848.80                  | \$ 1.10      | \$ 49,361.40                          | \$ 1.25      | \$ 56,092.50    | \$ - | \$ - |                 |              |
| 12  | Beams, Pretensioned Prestressed Concrete, D100     | 5 Each              | \$ 19,000.00 | \$ 95,000.00                  | \$ 21,365.00 | \$ 106,825.00                         | \$ 20,000.00 | \$ 100,000.00   | \$ - | \$ - |                 |              |
| 13  | Structural Steel                                   | 1,265 LB            | \$ 4.00      | \$ 5,060.00                   | \$ 3.00      | \$ 3,795.00                           | \$ 5.00      | \$ 6,325.00     | \$ - | \$ - |                 |              |
| 14  | Concrete Open Railing, TL-4                        | 254.2 L.F.          | \$ 89.00     | \$ 22,623.80                  | \$ 75.00     | \$ 19,065.00                          | \$ 87.00     | \$ 22,115.40    | \$ - | \$ - |                 |              |
| 15  | Aprons, Safety Slope, 24" Dia                      | 1 Each              | \$ 550.00    | \$ 550.00                     | \$ 522.00    | \$ 522.00                             | \$ 750.00    | \$ 750.00       | \$ - | \$ - |                 |              |
| 16  | Culvert, Corrugated Metal Roadway Pipe, 24" Dia    | 190 L.F.            | \$ 45.00     | \$ 8,550.00                   | \$ 30.00     | \$ 5,700.00                           | \$ 70.00     | \$ 13,300.00    | \$ - | \$ - |                 |              |
| 17  | Piles, Steel, HP 10x57                             | 1,650 L.F.          | \$ 50.00     | \$ 82,500.00                  | \$ 42.00     | \$ 69,300.00                          | \$ 52.00     | \$ 85,800.00    | \$ - | \$ - |                 |              |
| 18  | Gate, Outlet Control, Flap, 24"                    | 1 Each              | \$ 2,000.00  | \$ 2,000.00                   | \$ 1,794.00  | \$ 1,794.00                           | \$ 1,250.00  | \$ 1,250.00     | \$ - | \$ - |                 |              |
| 19  | Steel Beam Guardrail Barrier Transition Section BA | 4 Each              | \$ 1,500.00  | \$ 6,000.00                   | \$ 1,000.00  | \$ 4,000.00                           | \$ 1,250.00  | \$ 5,000.00     | \$ - | \$ - |                 |              |
| 20  | Steel Beam Guardrail End Anchor, Bolted            | 4 Each              | \$ 300.00    | \$ 1,200.00                   | \$ 300.00    | \$ 1,200.00                           | \$ 500.00    | \$ 2,000.00     | \$ - | \$ - |                 |              |
| 21  | Steel Beam Guardrail Tangent End Terminal, BA-2    | 4 Each              | \$ 2,250.00  | \$ 9,000.00                   | \$ 2,563.50  | \$ 10,254.00                          | \$ 2,750.00  | \$ 11,000.00    | \$ - | \$ - |                 |              |
| 22  | Engineering Fabric                                 | 765.00 S.Y.         | \$ 3.00      | \$ 2,295.00                   | \$ 3.00      | \$ 2,295.00                           | \$ 2.50      | \$ 1,912.50     | \$ - | \$ - |                 |              |
| 23  | Revetment, Class E                                 | 640.00 Ton          | \$ 50.00     | \$ 32,000.00                  | \$ 50.00     | \$ 32,000.00                          | \$ 52.00     | \$ 33,280.00    | \$ - | \$ - |                 |              |
| 24  | Removal of Pavement                                | 970.74 S.Y.         | \$ 8.00      | \$ 7,765.92                   | \$ 8.00      | \$ 7,765.92                           | \$ 10.00     | \$ 9,707.40     | \$ - | \$ - |                 |              |
| 25  | Safety Closure                                     | 2 Each              | \$ 250.00    | \$ 500.00                     | \$ 125.00    | \$ 250.00                             | \$ 300.00    | \$ 600.00       | \$ - | \$ - |                 |              |
| 26  | Fence, Field                                       | 600 L.F.            | \$ 15.00     | \$ 9,000.00                   | \$ 7.00      | \$ 4,200.00                           | \$ 7.00      | \$ 4,200.00     | \$ - | \$ - |                 |              |
| 27  | Field Fence Brace Panels                           | 6 Each              | \$ 180.00    | \$ 1,080.00                   | \$ 400.00    | \$ 2,400.00                           | \$ 250.00    | \$ 1,500.00     | \$ - | \$ - |                 |              |
| 28  | Painted Pavement Marking, Waterborne or Solvent    | 17.23 Sta.          | \$ 28.00     | \$ 482.44                     | \$ 85.00     | \$ 1,464.55                           | \$ 85.00     | \$ 1,464.55     | \$ - | \$ - |                 |              |
| 29  | Traffic Control                                    | 1 L.S.              | \$ 2,500.00  | \$ 2,500.00                   | \$ 2,100.00  | \$ 2,100.00                           | \$ 5,700.00  | \$ 5,700.00     | \$ - | \$ - |                 |              |
| 30  | Mobilization                                       | 1 L.S.              | \$ 55,000.00 | \$ 55,000.00                  | \$ 56,000.00 | \$ 56,000.00                          | \$ 57,000.00 | \$ 57,000.00    | \$ - | \$ - |                 |              |
| 31  | Mulching   | 0.75 Acres          | \$ 3,000.00  | \$ 2,250.00                   | \$ 1,100.00  | \$ 825.00                             | \$ 2,600.00  | \$ 1,950.00     | \$ - | \$ - |                 |              |
| 32  | Seeding and Fertilizing (Rural)                    | 0.75 Acres          | \$ 3,000.00  | \$ 2,250.00                   | \$ 1,750.00  | \$ 1,312.50                           | \$ 2,600.00  | \$ 1,950.00     | \$ - | \$ - |                 |              |
| 33  | Silt Fence   | 800 L.F.            | \$ 3.50      | \$ 2,800.00                   | \$ 3.00      | \$ 2,400.00                           | \$ 2.50      | \$ 2,000.00     | \$ - | \$ - |                 |              |
| 34  | Silt Fence for Ditch Checks                        | 72 L.F.             | \$ 5.00      | \$ 360.00                     | \$ 4.00      | \$ 288.00                             | \$ 5.00      | \$ 360.00       | \$ - | \$ - |                 |              |
|     |  | TOTAL               |              | \$ 636,237.76                 |              | \$ 620,679.97                         |              | \$ 637,278.49   | \$ - | \$ - |                 |              |



**May 7, 2019 — MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS AS TRUSTEES FOR THE WOLF CREEK DRAINAGE DISTRICT IN WOODBURY COUNTY**

The Board of Supervisors met on Tuesday, May 7, 2019 as Trustees for Wolf Creek Drainage District in Woodbury County. Board members present were De Witt, Radig, Pottebaum, Ung, and Taylor. Staff members present were Karen James, Board Administrative Assistant, Joshua Widman, Assistant County Attorney, Mark Nahra, County Engineer's Office, Dennis Butler, Finance/Operations Controller and Patrick Gill, Auditor/Clerk to the Board.

The Chair called to order a Wolf Creek Drainage District Trustee meeting.

Motion by Radig second by Ung to tentatively approve the Commissioner's Report for the Wolf Creek Drainage District. Carried 5-0. Copy filed.

Motion by Radig second by Ung to direct the preparation of a Notice of Public Hearing on the Commissioner's Report to be mailed to the effected landowners and published in the official newspaper 20 days prior to the Public Hearing date. Carried 5-0. Copy filed.

Motion by Radig second by Ung to set a Public Hearing date on June 18, 2019 at 4:45 p.m. for review of the report. Carried 5-0. Copy filed.

The Wolf Creek Drainage District meeting was adjourned.

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

Date: 5/7/19 Weekly Agenda Date: 5/14/19

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** David Gleiser, CED Director

**WORDING FOR AGENDA ITEM:**

Approval of Final Plat for the Hillside Acres Addition, a Minor Subdivision

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The Supervisors will receive the Zoning Commission's recommendation on said plat and shall approve, approve with conditions, or disapprove the plat. The Supervisors may table the matter with the consent of the subdivider. Approval shall be in the form of a resolution to be certified as part of the final plat.

**BACKGROUND:**

Dale and Sheila Gernhart propose to subdivide 49.45 acres (parcels #884721351002 and #884721301001) into three lots. This property is located in a portion of Section 21 in the Woodbury Township, and is in the Agricultural Estates (AE) zoning district. A portion of parcel #884721301001 is within the Zone A floodplain (SW 1/4 1/4). The current and proposed use of the property are allowed under the Zoning Ordinance. On 4/8/19, the City of Sioux City passed Res. 2019-0300, approving the final plat as part of their extraterritorial review. On 4/22/19, the Zoning Commission voted to recommend approval of the final plat. The required legal notifications were made, and all relevant agency stakeholders and property owners were noticed. As of 5/7/19, no objections have been received as it relates to the proposed plat.

**FINANCIAL IMPACT:**

None

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

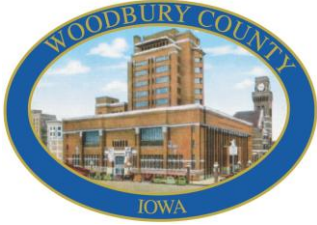
Yes  No

**RECOMMENDATION:**

Receive the Zoning Commission's recommendation from their 4/22/19 meeting to approve the final plat. Subject to public testimony received (if any), approve the plat and authorize the Chairman to sign the resolution.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to receive the Zoning Commission's recommendation from their 4/22/19 meeting to approve the final plat.  
  
Motion to approve the Hillside Acres Addition Minor Subdivision plat and authorize the Chairman to sign the resolution.



**WOODBURY COUNTY  
COMMUNITY & ECONOMIC DEVELOPMENT**

**620 DOUGLAS STREET – SIOUX CITY, IA 51101**

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

# Hillside Acres Addition

## Minor Subdivision Proposal

Dale and Sheila Gernhart propose to subdivide 49.45 acres into three lots. This property is zoned AE (Agricultural Estates). The property is located in a portion of the NW ¼ SW ¼ and part of the SW ¼ SW ¼ of Section 21, T88N, Range 47W (Woodbury Township) of the 5th Principal Meridian, Woodbury County, Iowa. The parent parcels are known as GIS Parcel #884721351002 and GIS Parcel #884721301001. The current and proposed use of the parcels and structures are permitted under the Woodbury County Zoning Ordinance (2008).



## FACTS OF THE CASE

Dale and Sheila Gernhart propose to subdivide 49.45 acres into three lots. This property is zoned AE (Agricultural Estates). The property is located in a portion of the NW ¼ SW ¼ and part of the SW ¼ SW ¼ of Section 21, T88N, Range 47W (Woodbury Township) of the 5th Principal Meridian, Woodbury County, Iowa. The parent parcels are known as GIS Parcel #884721351002 and GIS Parcel #884721301001. The current and proposed use of the parcels and structures are permitted under the Woodbury County Zoning Ordinance (2008).

## EXTRATERRITORIAL REVIEW

This property is positioned less than one mile from both Sergeant Bluff and Sioux City and requires extraterritorial review from Sioux City being the closest incorporated location (Iowa Code, Section 354.9). On Monday, April 8, 2019, the Sioux City Council adopted a motion to approve the Hillside Acres Addition. (File No. 2019-0014)

14. Hearing and Resolution accepting and approving the Final Plat of Hillside Acres, a minor subdivision in the NW 1/4 SW 1/4 and part of SW 1/4 SW 1/4 of Section 21, T88N, R47W of the 5th P.M., an addition to Woodbury County, Iowa. (2069 and 2071 Glen Ellen Road) (Petitioner: Scott Gernhart, True Engineering and Land Surveying) The Planning and Zoning Commission recommends approval of this item. (File No. 2019-0014) **2019-0300**

**No protests were received. The hearing was closed and the proposed resolution adopted on motion by Scott, seconded by Moore; all voting aye. ▲**  
**Excerpt from April 8, 2019 Draft Minutes**

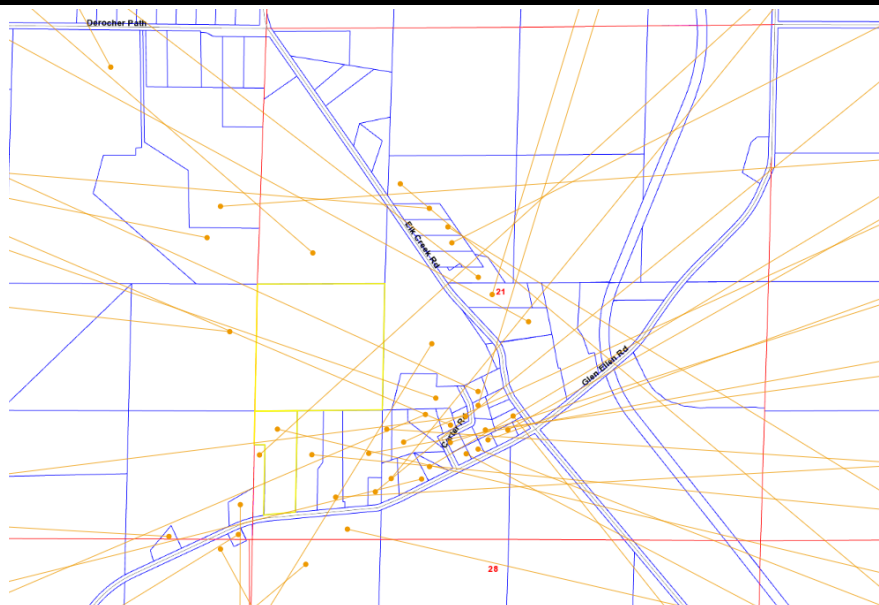
## LEGAL NOTIFICATION

Published in the Sioux City Journal section on Legals on April 12, 2019.

## PROPERTY OWNER NOTICE

The forty-five (45) property owners within 1000'; and listed within the certified abstractor's affidavit; were notified by letter of the public hearing. As of April 15, 2019, the Community & Economic Development office had not received comment from any property owner owning property within 1,000'. When more comments are received after the printing of this packet, they will be provided at the meeting.

## PROPERTY OWNER NOTICE



**AGENCY / STAKEHOLDER COMMENT**

The following departments/agencies/utilities were provided copies of the platting and asked to make comment. Responses noted are as of April 15, 2019. When more comments are received after the printing of this packet, they will be provided at the meeting.

**STAKEHOLDER ORGANIZATION****COMMENTS:**

|  |  |
|--|--|
| <b>CENTURYLINK:</b>  | I have no questions or concerns at this time (3/4/19). – Steven Parker   |
| <b>FIBERCOMM</b>   | No comments received.  |
| <b>LOGLINES</b>  | No comments received.  |
| <b>MIDAMERICAN ENERGY COMPANY:</b>                           | We have no conflicts with the proposal below (3/4/19) – Tyler Alhquist   |
| <b>NATURAL RESOURCES CONSERVATION SERVICES (NRCS)</b>        | No comments received.  |
| <b>NORTHERN NATURAL GAS</b>                                  | Northern Natural Gas has a pipeline west of this location. The parcels are east of the pipeline easement, so it should be no issue (3/4/19). – Tom Hudson  |
| <b>NORTHWEST IOWA POWER COOPERATIVE (NIPCO)</b>              | Our Engineering staff has checked this area and NIPCO has no facilities in or adjacent to this location. No concerns from NIPCO (3/11/19). – Angela Catton |
| <b>IOWA DEPARTMENT OF NATURAL RESOURCES:</b>                 | No comments received.  |
| <b>SIOUXLAND DISTRICT HEALTH DEPARTMENT:</b>                 | No comments received.  |
| <b>WIATEL:</b>   | No comments received.  |
| <b>WOODBURY COUNTY ASSESSOR:</b>                             | No comments received.  |
| <b>WOODBURY COUNTY CONSERVATION:</b>                         | No comments received.  |
| <b>WOODBURY COUNTY EMERGENCY SERVICES:</b>                   | No comments received.  |
| <b>WOODBURY COUNTY ENGINEER:</b>                             | <b>SEE ATTACHED MESSAGE BELOW:</b>   |
| <b>WOODBURY COUNTY RECORDER-REAL ESTATE DEPARTMENT:</b>      | No comments received.  |
| <b>WOODBURY COUNTY RURAL ELECTRIC COOPERATIVE (REC)</b>      | Woodbury REC has no concerns or objections to the proposed subdivision (3/9/19). – Kent Amundson   |
| <b>WOODBURY COUNTY SOIL AND WATER CONSERVATION DISTRICT:</b> | <b>SEE ATTACHED MESSAGE BELOW:</b>   |
| <b>WOODBURY COUNTY TREASURER:</b>                            | Ok (3/4/19).   |

**WOODBURY COUNTY ENGINEER – MARK NAHRA, P.E., 11/27/18**

**From:** Mark Nahra  
**Sent:** Tuesday, November 27, 2018 9:54 AM  
**To:** Daniel Priestley  
**Subject:** RE: Flag Lot Proposal - 884721351002

Dan:

The proposed access easement meets minimum right of way requirements for a curb and gutter roadway that could be accepted into the county road system if development and appropriate paving occur. The proposed access layout keeps all options on the table for future development of the parcel, including the property north of the subject lot, since both are being served by an access easement that is adequate to allow development of a street to serve these lots and the property to the north. That said, without substantial grading, the road would have very steep grades and future improvement may be precluded based on how each lot served by the easement is improved with home construction. Some provision for storm water runoff should be provided on the access easement to avoid water running down the hill and spilling out onto the road. This will be challenging due to the topography of the lot, but runoff onto the roadway has a potential to cause problems for Glen Ellen Road unless the water is diverted before it reaches the county road.

If memory serves, the culvert under the easement drive will have to be replaced. One of the driveways serving the whole parcel was built with a plastic pipe as it was intended to be a temporary driveway to serve a proposed borrow area that did not receive a requested conditional use permit. This will need to be corrected as part of any approval of the proposed subdivision.

Separate utility easements should also be provided outside of the proposed access easement as required on most subdivisions.

Erosion control will be critical as part of the process of building anything on all three lots. Slopes are very steep and prone to erosion. Adequate erosion control will be necessary to prevent soil from leaving each lot during construction.

As long as it doesn't violate any zoning or subdivision provisions, I would consider the access easement adequate, but not optimal due to the topography of the lot.

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





# Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039

Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

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

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

SECRETARY  
Tish Brice  
tbrice@sioux-city.org

To: Dan Priestley, Woodbury County Planning and Zoning

From: Mark J. Nahra, County Engineer

Date: April 22, 2019

Subject: Hillside Acres Addition – a minor subdivision application

The Secondary Road Department has reviewed the information provided for the above referenced plat of subdivision. I am offering the following comments for your consideration.

- We found an error in the boundary description on the last line call. The line call showed a distance of 1332.59 feet for the final line back to the point of beginning. The plat did not close. When we used the distance of 1322.59 feet as shown on the illustration of the plat, our check of the closure on the plat was found in compliance with the requirements for the full subdivision of 1 in 10,000 as required by Section 355.8 of the Code of Iowa. Prior to approval of the plat, this should be corrected.
- I reviewed the parcel for access. The existing driveway can serve the lot 1. The driveway serving the ingress-egress easement can be used with repair. This driveway was widened prior to the owner filing an earlier conditional use permit request using a corrugated plastic pipe. The county agreed to this widening as a temporary measure when the property was proposed to be used as a borrow area with the condition that the extension would be removed by the contractor when the property use as a borrow area was finished. The borrow was not approved, which should have also resulted in the removal of the plastic pipe extension. The replacement of the plastic section should be a condition of approval to bring the driveway into compliance with county requirements. The owner should contact the county engineer's office to sign a permit for the widened driveway and pay for the necessary culvert pipe and band needed to maintain the widened driveway.
- Erosion control will be critical as part of the process of building anything on lot 2 and the easement. Slopes are very steep and prone to erosion. Adequate erosion control will be necessary to prevent soil from leaving the property during future construction.

- The proposed access easement exceeds minimum right of way requirements for a curb and gutter roadway that could be accepted into the county road system if additional development and appropriate paving occur. The proposed access layout keeps all options on the table for future development of the parcel, including the property north of the lot 2, since both are being served by an access easement that is adequate to allow development of a street to serve these lots and the property to the north. That said, without substantial grading, the road would have very steep grades and future improvement may be precluded based on how each lot served by the easement is improved with home construction. Some provision for storm water runoff should be provided on the access easement to avoid water running down the hill and spilling out onto the road. This will be challenging due to the topography of the lot, but runoff onto the roadway has a potential to cause problems for Glen Ellen Road unless the water is diverted before it reaches the county road.

- I have no other concerns or issues with this conditional use application.

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

Cc: File

# WOODBURY COUNTY SOIL AND WATER CONSERVATION DISTRICT

**From:** Stockfleth, Neil <NStockfleth@cfindustries.com>  
**Sent:** Tuesday, April 16, 2019 7:04 AM  
**To:** Daniel Priestley  
**Subject:** RE: [Non-DoD Source] Comments Requested for Hillside Acres Minor Subdivision  
**Attachments:** K and L Borrow pit response letter.doc

Dan:

This same property was the subject of scrutiny four years ago, in April of 2015, when the Gerhart's wished to establish a borrow pit on the ridge between Glen Ellen Road and the Glen Ellen watershed structure Site 3-2. Woodbury County and the Woodbury County SWCD are joint sponsors of the watershed protection program in the county and should be jointly concerned with protecting the federal and local investment in flood control measures represented by this project.

In 2015, the WCSWCD submitted a letter of comment, which I have attached. Some of the same concerns exist with the proposed sub-division, in regard to proper sediment control measures to be implemented in the course of any development which may occur on the two new lots. Lot 2 at the top of the hill generates the greater concern, because part of it will drain to the north and into the pool of the structure. Please contact the USDA Natural Resources Conservation Service office in Sergeant Bluff with questions on any of the references listed in the letter.

The WCSWCD wishes to stress the need for the type and extent of erosion control measures referenced in the attachment, should any development or disturbance occur on the property referenced in this proposal.

Respectfully, for the Woodbury County Soil and Water Conservation District,

Neil Stockfleth

**Neil Stockfleth | CF Industries**  
Environmental Specialist | Fort Neal Nitrogen Complex  
Office: 712-233-6276 | Mobile: 712-251-5155  
[nstockfleth@cfindustries.com](mailto:nstockfleth@cfindustries.com)

**Woodbury County Soil and Water Conservation District**  
204 First Street, Suite C1  
Sergeant Bluff, Iowa 51054

April 28, 2015

MEMORANDUM FOR: Woodbury County Planning and Zoning Administrator

To: Mr. John Pylelo, Planning and Zoning Administrator  
Woodbury County Courthouse, Seventh and Douglas Streets  
Sioux City, IA 51101

SUBJECT: Public Hearing for Conditional Use Permit Application by Dale and Sheila Gerhart and K&L Construction, Inc.; GIS parcel #884721351002, addressed 2071 Glen Ellen Road

REFERENCES:

- 1) Sioux City Municipal Code, Chapter 20.30, Grading Ordinance
- 2) Iowa Construction Site Erosion Control Manual, 2006
- 3) IA Department of Natural Resources, National Pollutant Discharge Elimination System, Storm Water Discharge Associated with Construction Activity, General Permit No. 2
- 4) USDA Natural Resources Conservation Service, Critical Area Planting Practice Standard, Code 342
- 5) USDA Natural Resources Conservation Service, Glen Ellen Watershed Rehabilitation Real Property Work Map, February 10, 2007

1. This formal comment is in response to a letter from the Woodbury County Planning and Zoning Administrator dated April 21, 2015, regarding a public hearing for a conditional use permit addressing a borrow pit proposed for the property known as 2071 Glen Ellen Road.

2. The Woodbury County Soil and Water Conservation District (WCSWCD), along with the Woodbury County Board of Supervisors, is a joint sponsor of the Glen Ellen Watershed project. This flood control project watershed is located northeast of Sergeant Bluff in Woodbury Township, Woodbury County and is classified as a high hazard watershed due to the proximity of downstream houses. Rehabilitation work to provide additional flood control protection was completed on Site 3-2 of the Glen Ellen Watershed in 2008 and 2009.

3. The WCSWCD is concerned that soil erosion from the proposed borrow pit at 2071 Glen Ellen Road will negatively impact Glen Ellen Watershed site 3-2. Sediment deposited into the pool area of the structure will reduce storm water runoff capacity, reducing its long term flood control protection benefits.

4. Our review of the Storm Water Pollution Prevention Plan (SWPPP) prepared by K&L Construction, Inc., determined that the plan is inadequate to control soil erosion and sediment deposition at the proposed borrow pit site, based on the soils and topography present at the site.

5. The WCSWCD recommends that all provisions of the Grading Ordinance contained in the Sioux City Municipal Code, Chapter 20.30 be applied to this site. All Grading Ordinance references to "City" would be substituted with "Woodbury County". The provisions of the

Sioux City Grading Ordinance should be sufficient to plan and implement an effective erosion control system which protects the interests of surrounding properties, including Glen Ellen watershed structure 3-2.

6. Specific practices mentioned in the Sioux City Grading Ordinance, the NPDES permit No. 2, and the Iowa Construction Site Erosion Control Manual which the WCSWCD feels must be implemented on the proposed borrow pit site include temporary seeding or mulching if the site is inactive for 14 days, silt fences properly spaced and installed, and adequately sized basin terrace type sediment detention structures with water outlet devices to be installed below the borrow area on both the north and south slopes.

7. The WCSWCD is dedicated to protecting the local, county, and Federal investment in long term flood control protection provided by the Glen Ellen watershed structures. Significant efforts by the landowner and the contractor of this proposed project will be required in order to control soil erosion and sedimentation, if this borrow pit is approved for implementation.

Kelly Ingenthron, Vice-Chairman  
Woodbury County SWCD

## STAFF ANALYSIS / RECOMMENDATION

The parcels are zoned Agricultural Estates (AE) which “generally allows (a) single-family residential uses, (b) agricultural uses, and (c) related public uses.” The property owner is subdividing to sell off parcels for residential lots.

According to the Woodbury County Zoning Ordinance (2008), Section 4.04, “Flag lots are discouraged except when necessary to provide access when normal lot patterns are impossible to achieve due to topography or existing lot patterns. Flag lots shall not be created in order to avoid construction of streets within a proposed development.”

In the case of the proposed “Lot 3,” due to the design of the neighboring lots, the flag lot with a 71.07’ entrance enables adequate access to all of existing lots with an easement for Lots 1 & 2. The staff supports this amount of entrance width as it provides adequate access to the lots. It appears that each lot meets the Zoning District Dimensional Standards (Section 3.04) of the ordinance.

The staff concurs with County Engineer Nahra’s statement that “some provision for storm water runoff should be provided on the access easement to avoid water running down the hill and spilling out onto the road.” Additionally, as indicated the culvert must be reviewed and replaced accordingly, utility easements should be provided, and an erosion control procedure must be instituted.

Subject to public hearing testimony, the CED staff supports the approval subject to the County Engineer’s comments being adopted as part of the approval.

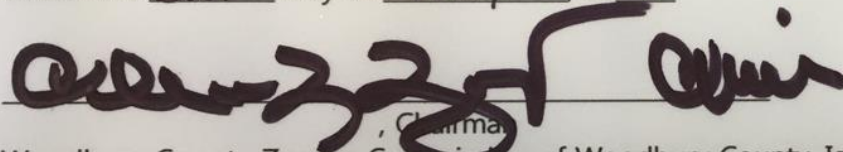
## ZONING COMMISSION RESOLUTION

On Monday, April 22, the Woodbury County Zoning Commission recommended approval of the Hillside Acres Addition Final Plat to the Woodbury County Board of Supervisors with the understanding that utility widths are adequate and boundary description be corrected. Erosion control should be implemented upon proposed development of lot 2. Removal and replacement of plastic pipe would also need to be reviewed and approved by County Engineer’s office.

### RESOLUTION & CERTIFICATE OF WOODBURY COUNTY ZONING COMMISSION OF WOODBURY COUNTY

I, Christine Zellmer-Zant do hereby certify that I am the Chairman of the Woodbury County Zoning Commission of Woodbury County, Iowa and do further certify that said commission has heretofore taken under advisement the Final Plat of Hillside Acres Addition, to Woodbury County, Iowa and that said Woodbury County Zoning Commission of Woodbury County, Iowa, did on the 22nd Day of April, 2019, approve the same and does further recommend to the Woodbury County Board of Supervisors, Woodbury County, Iowa, the acceptance and approval of said plat.

Dated this 3rd Day of May, 2019.

  
\_\_\_\_\_  
Chairman

Woodbury County Zoning Commission of Woodbury County, Iowa

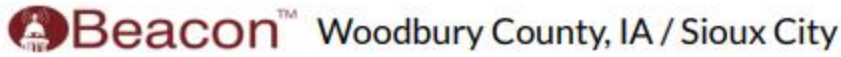
## ATTACHMENTS

### Attached find the following for your review:

- Parcel Information
- Beacon Aerial with Lot and Soil Type Overlay, Soil Types
- Beacon Aerial with Lot, Zoning, and Floodplain Overlay
- Topographical Contour Aerial Mapping
- Hillside Acres Addition Plat



# PARCEL INFORMATION - 884721301001



## Summary

**Parcel ID** 884721301001  
**Alternate ID** N/A  
**Property Address** 2069 GLEN ELLEN RD  
 SERGEANT BLUFF IA 51054  
**Sec/Twp/Rng** 21-88-47  
**Brief Tax Description** NWSW 21-88-47  
 (Note: Not to be used on legal documents)  
**Deed Book/Page** 602-1799 (7/17/2003)  
**Contract Book/Page**  
**Gross Acres** 40.00  
**Net Acres** 40.00  
**Adjusted CSR Pts** 961.43  
**Class** A - Agriculture; AD - Ag Dwelling  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
**District** N/A  
**School District** SERGEANT BLUFF-LUTON  
**Neighborhood** N/A  
**Main Area Square Feet** N/A



## Owner

|   |                        |                        |
|---|------------------------|------------------------|
| <b>Deed Holder</b>  | <b>Contract Holder</b> | <b>Mailing Address</b> |
| Gernhart Dale S & Sheila R Revocable Trust<br>Box 2632<br>Sioux City IA 51106 |                        |                        |

## Land

**Lot Area** 40.00 Acres ; 1,742,400 SF

## Residential Dwellings

**Residential Dwelling**  
**Occupancy** Single-Family / Owner Occupied  
**Style** 1 Story Frame  
**Architectural Style** N/A  
**Year Built** 1993  
**Condition** Normal  
**Grade** what's this? 3+10  
**Roof** Asph / Gable  
**Flooring** L/C  
**Foundation** TILE  
**Exterior Material** Vinyl  
**Interior Material** Drwl  
**Brick or Stone Veneer**  
**Total Gross Living Area** 1,872 SF  
**Attic Type** None;  
**Number of Rooms** 0 above; 0 below  
**Number of Bedrooms** 0 above; 0 below  
**Basement Area Type** Full  
**Basement Area** 1,872  
**Basement Finished Area** 936 SF - Standard Finish  
**Plumbing** 2 Base Plumbing (Full ; 1 Half Bath;  
**Appliances** 1 Range Unit; 1 Oven - Single; 1 Dishwasher; 1 Microwave (N/A);  
**Central Air** Yes  
**Heat** Yes  
**Fireplaces** 1 Gas-Vertical;  
**Porches** 25 Frame Open (416 SF);  
**Decks** Wood Deck-Med (196 SF);  
**Additions**  
**Garages** Basement Stall - 2 stalls;  
**Main Area Square Feet** 1872

## Agricultural Buildings

| Plot # | Type                   | Description  | Width | Length | Year Built | Building Count |
|--------|------------------------|--------------|-------|--------|------------|----------------|
| 0      | Barn - Flat            | BARN         | 40    | 40     | 1950       | 1              |
| 0      | Steel Utility Building | MACHINE SHED | 40    | 60     | 1990       | 1              |

## Yard Extras

#1 - (1) Swimming Pool 576 SFWSA, Vinyl, Cover=No, Heat=None, Diving Brd=Average, Built 1996

# PARCEL INFORMATION - 884721301001

## Sales

| Date      | Seller          | Buyer                               | Recording | Sale Condition - NUTC | Type | Multi Parcel | Amount |
|-----------|-----------------|-------------------------------------|-----------|-----------------------|------|--------------|--------|
| 7/17/2003 | GERNHART DALE S | GERNHART DALE S & SHEILA R GERNHART | 602/1799  | NO CONSIDERATION      | Deed |              | \$0.00 |

## Valuation

|                           | 2018                      | 2017                      | 2016                      | 2015         | 2014         |
|---------------------------|---------------------------|---------------------------|---------------------------|--------------|--------------|
| Classification            | Agriculture / Ag Dwelling | Agriculture / Ag Dwelling | Agriculture / Ag Dwelling | Agricultural | Agricultural |
| + Assessed Land Value     | \$33,490                  | \$33,490                  | \$39,440                  | \$39,440     | \$39,440     |
| + Assessed Building Value | \$8,500                   | \$8,500                   | \$10,850                  | \$10,850     | \$14,660     |
| + Assessed Dwelling Value | \$225,090                 | \$225,090                 | \$225,090                 | \$225,090    | \$210,360    |
| + Exempt Value            | \$0                       | \$0                       | \$0                       | \$0          | \$0          |
| = Gross Assessed Value    | \$267,080                 | \$267,080                 | \$275,380                 | \$275,380    | \$264,460    |
| - Exempt Value            | \$0                       | \$0                       | \$0                       | \$0          | \$0          |
| = Net Assessed Value      | \$267,080                 | \$267,080                 | \$275,380                 | \$275,380    | \$264,460    |

## Photos



No data available for the following modules: Commercial Buildings, Permits, Valuation (Sioux City), Valuation History (Sioux City).

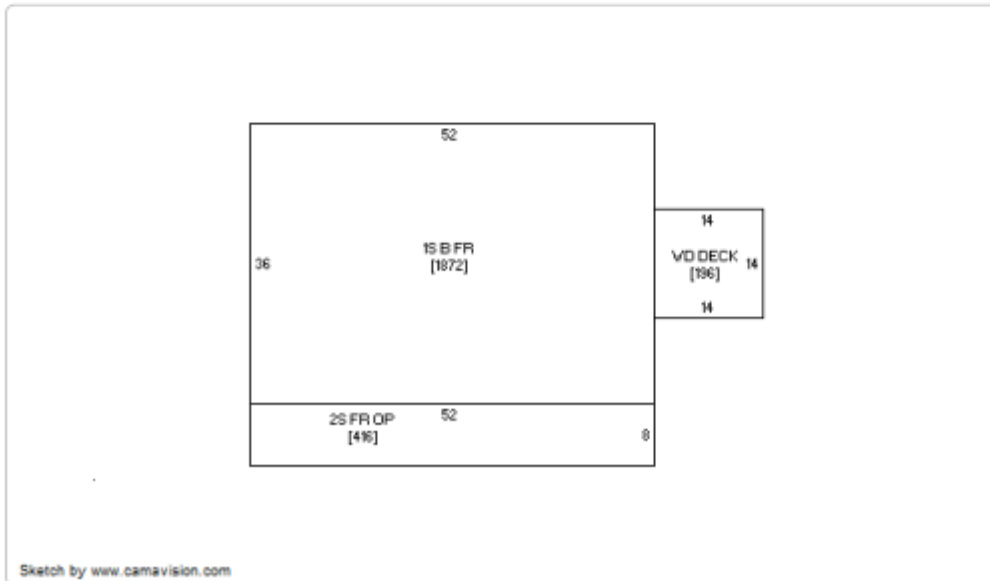
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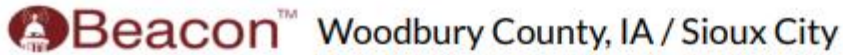
## Sketches



Sketch by www.camavision.com



# PARCEL INFORMATION - 884721351002



### Summary

**Parcel ID** 884721351002  
**Alternate ID** N/A  
**Property Address** 2071 GLEN ELLEN RD  
 SERGEANT BLUFF IA 51054  
**Sec/Twp/Rng** 21-88-47  
**Brief Tax Description** 21-88-47 EX A TCT 112' X 784.7' X 771' IN SW COR W11 AC N OF HWY  
 SWSW  
(Note: Not to be used on legal documents)  
**Deed Book/Page** 724-3776 (7/31/2012)  
**Contract Book/Page**  
**Gross Acres** 9.01  
**Net Acres** 9.01  
**Adjusted CSR Pts** 227.14  
**Class** A - Agriculture; AD - Ag Dwelling  
(Note: This is for tax purposes only. Not to be used for zoning.)  
**District** N/A  
**School District** SERGEANT BLUFF-LUTON  
**Neighborhood** N/A  
**Main Area Square Feet** N/A



### Owner

|   |                        |                        |
|---|------------------------|------------------------|
| <b>Deed Holder</b>  | <b>Contract Holder</b> | <b>Mailing Address</b> |
| Gernhart Dale S & Sheila R Revocable Trust<br>Box 2632<br>Sioux City IA 51106 |                        |                        |

### Land

**Lot Area** 9.01 Acres ; 392,476 SF

### Residential Dwellings

**Residential Dwelling**  
**Occupancy** Single-Family / Owner Occupied  
**Style** 1 Story Frame  
**Architectural Style** N/A  
**Year Built** 1939  
**Condition** Normal  
**Grade** what's this? 4  
**Roof** Asph / Gable  
**Flooring** L/C  
**Foundation** TILE  
**Exterior Material** Vinyl  
**Interior Material** Plas  
**Brick or Stone Veneer**  
**Total Gross Living Area** 1,056 SF  
**Attic Type** None;  
**Number of Rooms** 0 above; 0 below  
**Number of Bedrooms** 0 above; 0 below  
**Basement Area Type** Full  
**Basement Area** 1,056  
**Basement Finished Area**  
**Plumbing** 1 Base Plumbing (Full);  
**Appliances**  
**Central Air** No  
**Heat** Yes  
**Fireplaces**  
**Porches** 15 Frame Enclosed (36 SF);  
**Decks**  
**Additions**  
**Garages** 400 SF - Det Frame (Built 1950);  
**Main Area Square Feet** 1056

### Agricultural Buildings

| Plot # | Type                        | Description | Width | Length | Year Built | Building Count |
|--------|-----------------------------|-------------|-------|--------|------------|----------------|
| 0      | Machine or Utility Building |             | 18    | 20     | 1960       | 1              |

### Sales

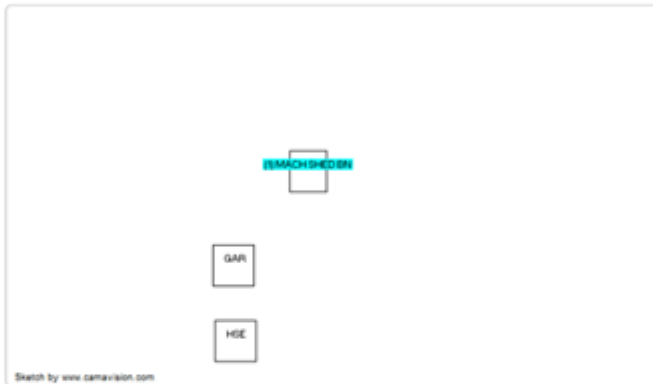
| Date      | Seller         | Buyer                      | Recording | Sale Condition - NUTC          | Type | Multi Parcel | Amount      |
|-----------|----------------|----------------------------|-----------|--------------------------------|------|--------------|-------------|
| 7/31/2012 | WOONSOOK ANGIE | GERNHART DALE S & SHEILA R | 724/3776  | Normal                         | Deed |              | \$85,000.00 |
| 3/22/1991 |                |                            | 242/1811  | NORMAL ARMS-LENGTH TRANSACTION | Deed |              | \$62,000.00 |

# PARCEL INFORMATION - 884721351002

## Valuation

|                           | 2018                      | 2017        | 2016        | 2015        | 2014        |
|---------------------------|---------------------------|-------------|-------------|-------------|-------------|
| Classification            | Agriculture / Ag Dwelling | Residential | Residential | Residential | Residential |
| + Assessed Land Value     | \$7,910                   | \$53,500    | \$53,500    | \$53,500    | \$50,000    |
| + Assessed Building Value | \$320                     | \$0         | \$0         | \$0         | \$0         |
| + Assessed Dwelling Value | \$46,960                  | \$49,230    | \$49,230    | \$50,500    | \$47,200    |
| + Exempt Value            | \$0                       | \$0         | \$0         | \$0         | \$0         |
| = Gross Assessed Value    | \$55,190                  | \$102,730   | \$102,730   | \$104,000   | \$97,200    |
| - Exempt Value            | \$0                       | \$0         | \$0         | \$0         | \$0         |
| = Net Assessed Value      | \$55,190                  | \$102,730   | \$102,730   | \$104,000   | \$97,200    |

## Photos



## Sketches

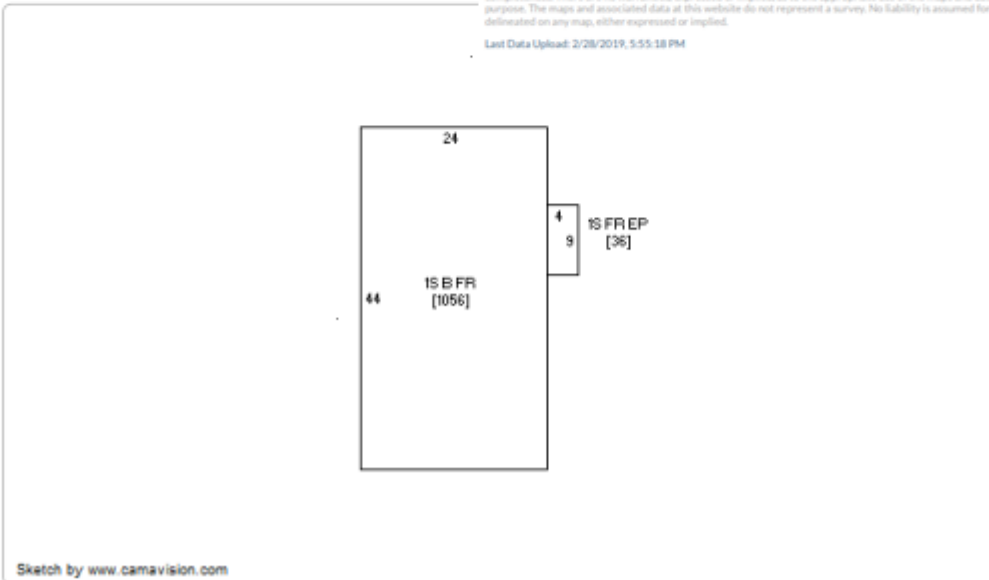
No data available for the following modules: Commercial Buildings, Yard Extras, Permits, Valuation (Sioux City), Valuation History (Sioux City).

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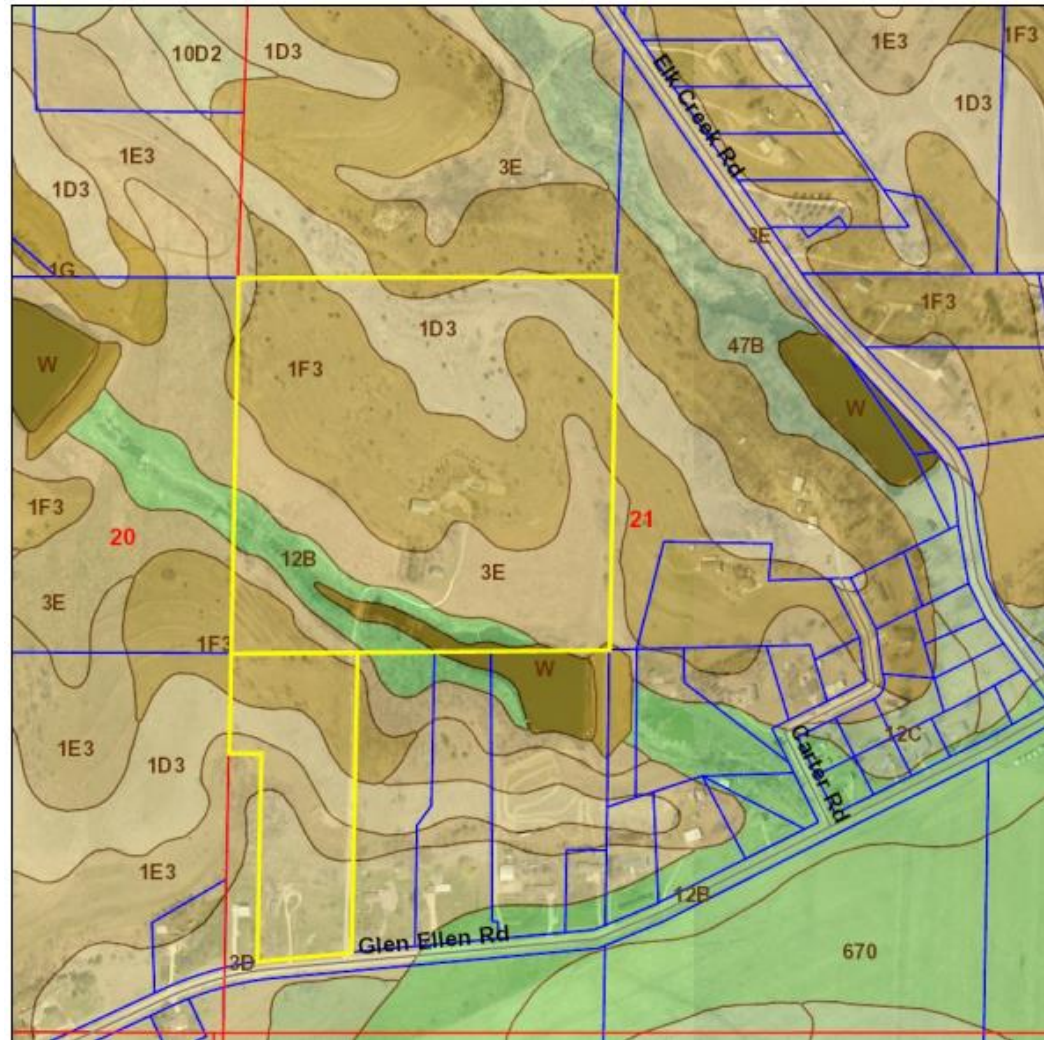
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**Schneider**  
GEOSPATIAL

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Version 2.2.3



# BEACON AERIAL WITH LOT AND SOIL TYPE OVERLAY - 884721301001



## Overview



## Legend

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

# SOIL TYPES- 884721301001

## Summary

|                         |              |  |
|-------------------------|--------------|--|
| Parcel ID               | 884721301001 |  |
| Gross Acres             | 40.00        |  |
| ROW Acres               | 0.00         |  |
| Gross Taxable Acres     | 40.00        |  |
| Exempt Acres            | 0.00         |  |
| Net Taxable Acres       | 40.00        | (Gross Taxable Acres - Exempt Land)            |
| Average Unadjusted CSR2 | 28.17        | (1126.62 CSR2 Points / 40 Gross Taxable Acres) |

Agland Active Config      2017 CSR2

## Sub Parcel Summary

| Description  | Acres        | CSR2  | Gross CSR2 Points | Assessed CSR2 Points |
|--------------|--------------|-------|-------------------|----------------------|
| 100% Value   | 32.64        | 22.53 | 735.31            | 735.31               |
| Non-Crop     | 7.36         | 53.17 | 391.31            | 226.12               |
| <b>Total</b> | <b>40.00</b> |       | <b>1,126.62</b>   | <b>961.43</b>        |

## Soil Summary

| Description | SMS  | Soil Name   | CSR2  | Unadjusted Acres | Unadjusted CSR2 Points | Spot & Line Acres | Adjusted Acres | Non Crop CSR2 Reduct | Adjusted CSR2 Points |
|-------------|------|---|-------|------------------|------------------------|-------------------|----------------|----------------------|----------------------|
| 100% Value  | 12B  | NAPIER SILT LOAM, 2 TO 5 PERCENT SLOPES                 | 93.00 | 0.20             | 18.60                  | 0.00              | 0.20           | 0.00                 | 18.60                |
| 100% Value  | 1D3  | IDA SILT LOAM, 9 TO 14 PERCENT SLOPES, SEVERELY ERODED  | 32.00 | 6.78             | 216.96                 | 0.00              | 6.78           | 0.00                 | 216.96               |
| 100% Value  | 1E3  | IDA SILT LOAM, 14 TO 20 PERCENT SLOPES, SEVERELY ERODED | 18.00 | 0.21             | 3.78                   | 0.00              | 0.21           | 0.00                 | 3.78                 |
| 100% Value  | 1F3  | IDA SILT LOAM, 20 TO 30 PERCENT SLOPES, SEVERELY ERODED | 8.00  | 16.84            | 134.72                 | 0.00              | 16.84          | 0.00                 | 134.72               |
| 100% Value  | 3E   | CASTANA SILT LOAM, 14 TO 20 PERCENT SLOPES              | 42.00 | 8.60             | 361.20                 | 0.00              | 8.60           | 0.00                 | 361.20               |
| 100% Value  | 5040 | UDORTHERTS, LOAMY                                       | 5.00  | 0.01             | 0.05                   | 0.00              | 0.01           | 0.00                 | 0.05                 |
| Non-Crop    | 12B  | NAPIER SILT LOAM, 2 TO 5 PERCENT SLOPES                 | 93.00 | 3.29             | 305.97                 | 0.00              | 3.29           | 150.95               | 155.02               |
| Non-Crop    | 1F3  | IDA SILT LOAM, 20 TO 30 PERCENT SLOPES, SEVERELY ERODED | 8.00  | 1.48             | 11.84                  | 0.00              | 1.48           | 0.00                 | 11.84                |
| Non-Crop    | 3E   | CASTANA SILT LOAM, 14 TO 20 PERCENT SLOPES              | 42.00 | 1.75             | 73.50                  | 0.00              | 1.75           | 14.24                | 59.26                |
| Non-Crop    | W    | WATER   | 0.00  | 0.84             | 0.00                   | 0.00              | 0.84           | 0.00                 | 0.00                 |
|             |      |   |       | <b>40.00</b>     | <b>1,126.62</b>        | <b>0.00</b>       | <b>40.00</b>   | <b>165.19</b>        | <b>961.43</b>        |

## Summary

|                         |              |   |
|-------------------------|--------------|---|
| Parcel ID               | 884721351002 |   |
| Gross Acres             | 9.01         |   |
| ROW Acres               | 0.00         |   |
| Gross Taxable Acres     | 9.01         |   |
| Exempt Acres            | 0.00         |   |
| Net Taxable Acres       | 9.01         | (Gross Taxable Acres - Exempt Land)             |
| Average Unadjusted CSR2 | 31.67        | (285.34 CSR2 Points / 9.01 Gross Taxable Acres) |

Agland Active Config      2017 CSR2

## Sub Parcel Summary

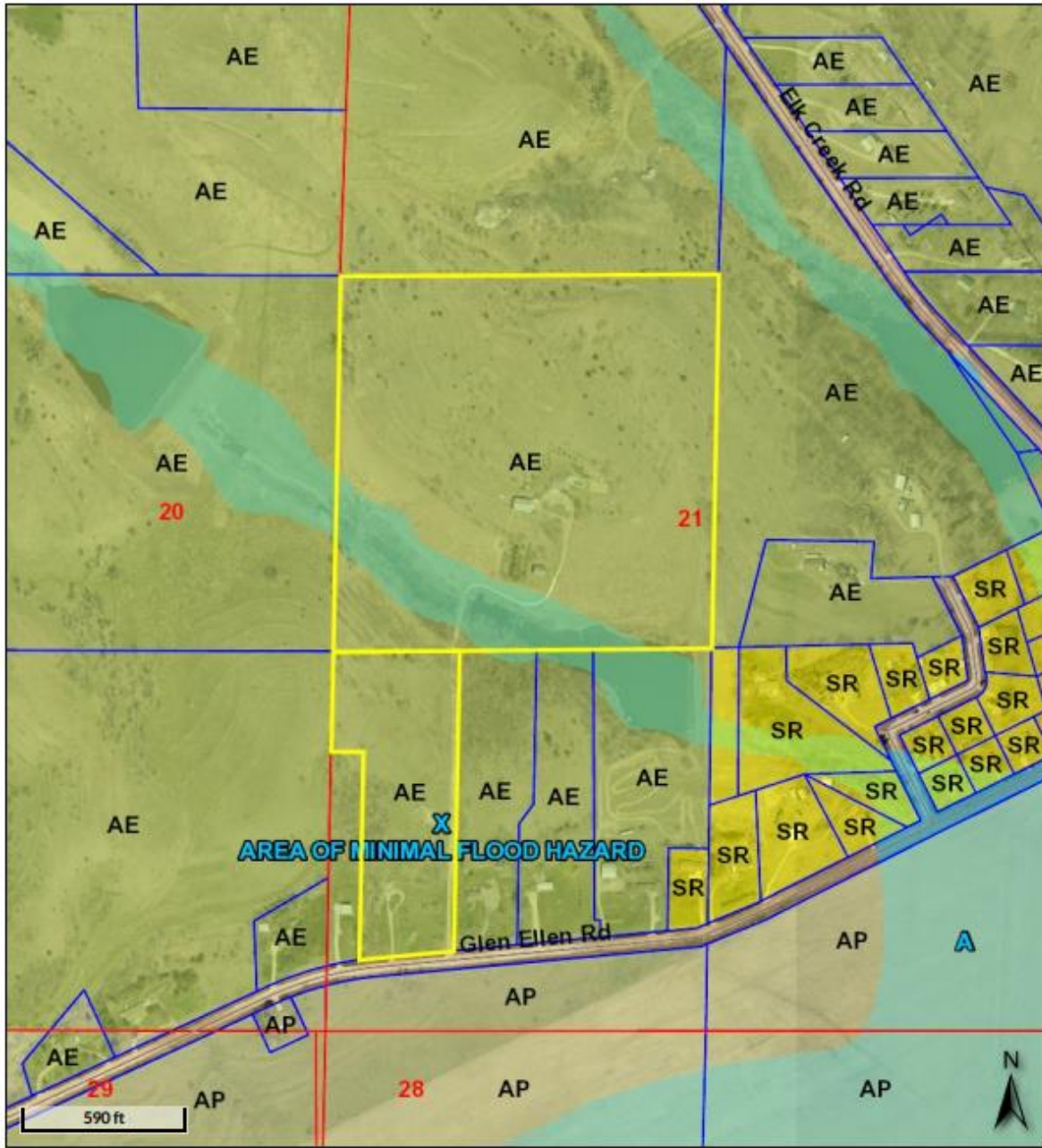
| Description  | Acres       | CSR2  | Gross CSR2 Points | Assessed CSR2 Points |
|--------------|-------------|-------|-------------------|----------------------|
| 100% Value   | 3.63        | 15.96 | 57.94             | 57.94                |
| Non-Crop     | 5.38        | 42.27 | 227.40            | 169.20               |
| <b>Total</b> | <b>9.01</b> |       | <b>285.34</b>     | <b>227.14</b>        |

## Soil Summary

| Description | SMS | Soil Name   | CSR2  | Unadjusted Acres | Unadjusted CSR2 Points | Spot & Line Acres | Adjusted Acres | Non Crop CSR2 Reduct | Adjusted CSR2 Points |
|-------------|-----|---|-------|------------------|------------------------|-------------------|----------------|----------------------|----------------------|
| 100% Value  | 1D3 | IDA SILT LOAM, 9 TO 14 PERCENT SLOPES, SEVERELY ERODED  | 32.00 | 0.96             | 30.72                  | 0.00              | 0.96           | 0.00                 | 30.72                |
| 100% Value  | 1E3 | IDA SILT LOAM, 14 TO 20 PERCENT SLOPES, SEVERELY ERODED | 18.00 | 0.21             | 3.78                   | 0.00              | 0.21           | 0.00                 | 3.78                 |
| 100% Value  | 1F3 | IDA SILT LOAM, 20 TO 30 PERCENT SLOPES, SEVERELY ERODED | 8.00  | 2.36             | 18.88                  | 0.00              | 2.36           | 0.00                 | 18.88                |
| 100% Value  | 3D  | CASTANA SILT LOAM, 9 TO 14 PERCENT SLOPES               | 54.00 | 0.03             | 1.62                   | 0.00              | 0.03           | 0.00                 | 1.62                 |
| 100% Value  | 3E  | CASTANA SILT LOAM, 14 TO 20 PERCENT SLOPES              | 42.00 | 0.07             | 2.94                   | 0.00              | 0.07           | 0.00                 | 2.94                 |
| Non-Crop    | 1D3 | IDA SILT LOAM, 9 TO 14 PERCENT SLOPES, SEVERELY ERODED  | 32.00 | 0.68             | 21.76                  | 0.00              | 0.68           | 0.50                 | 21.26                |
| Non-Crop    | 1E3 | IDA SILT LOAM, 14 TO 20 PERCENT SLOPES, SEVERELY ERODED | 18.00 | 1.21             | 21.78                  | 0.00              | 1.21           | 0.00                 | 21.78                |
| Non-Crop    | 1F3 | IDA SILT LOAM, 20 TO 30 PERCENT SLOPES, SEVERELY ERODED | 8.00  | 0.10             | 0.80                   | 0.00              | 0.10           | 0.00                 | 0.80                 |
| Non-Crop    | 3D  | CASTANA SILT LOAM, 9 TO 14 PERCENT SLOPES               | 54.00 | 3.39             | 183.06                 | 0.00              | 3.39           | 57.70                | 125.36               |
|             |     |   |       | <b>9.01</b>      | <b>285.34</b>          | <b>0.00</b>       | <b>9.01</b>    | <b>58.20</b>         | <b>227.14</b>        |



# BEACON AERIAL WITH LOT, ZONING, AND FLOODPLAIN OVERLAY



## Overview



## Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels
- FEMA Flood Map**
- A,
- AE,
- AE, FLOODWAY
- AH,
- AO,
- X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- X, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE
- County Zoning**
- AE
- AE-PD
- AP
- AP-PD
- GC
- GC-PD
- GI
- GI-PD
- HC



# TOPOGRAPHICAL AERIAL CONTOUR MAPPING







**Karen James**

---

**From:** Keith Radig  
**Sent:** Wednesday, May 8, 2019 12:12 PM  
**To:** Karen James  
**Subject:** informational agenda item

Could you please put on an informational item from me, titled Project Recovery Iowa and Siouxland Mental Health.

Thank you! Keith

---

**From:** Sheila Martin <martins@siouxlandmentalhealth.com>  
**Sent:** Wednesday, May 8, 2019 9:41 AM  
**To:** Jeremy Taylor; Rocky De Witt; Matthew A. Ung; Keith Radig; Marty Pottebaum  
**Cc:** Nancy Thieman  
**Subject:** Siouxland Mental Health Center-Project Recovery Iowa

Good Morning,  
Siouxland Mental Health Center has been chosen as the designated agency to work with the Department of Human Services to reach out to individuals and businesses that have been affected by the recent flooding in the counties of Woodbury and Monona. This project is known as "Project Recovery Iowa." Volunteers from SMHC will be meeting with people in several Woodbury and Monona communities in the next couple of weeks. We would greatly appreciate your support in this effort. We will be identifiable by the gray t-shirts we will be wearing that say, "Project Recovery Iowa."

Siouxland Mental Health Center is the designated community mental health center for Woodbury County. SMHC provides services to all ages with a holistic approach through psychiatry, therapy, Community Support Services, Integrated Health Home, Friendship House, and the Sioux Rivers Region Crisis Stabilization and Assessment Center.

I would also appreciate any individuals who you feel that I should contact to inform them of SMHC being the designated agency for Project Recovery Iowa. I have reached out to Rebecca Socknat to inform her that we are the designated agency for Project Recovery. I will also be informing Scott Mitchell in Hornick, Iowa. However, any other individuals you feel that I need to contact I would greatly appreciate it.

Thank you for your assistance,  
Sheila Martin

*Sheila Martin, LISW, CEO*



Chief Executive Officer  
625 Court St  
PO Box 1917  
Sioux City, IA 51102



# Woodbury County Sheriff's Office

DAVID A. DREW, SHERIFF

**WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.**

**LEC 24 HOUR DAILY COUNT**

| DATE    | DAILY TOTAL | LEC | ELECTRONIC MONITORING | JUVENILE | FEDERAL PRISONERS | RELEASED |
|---------|-------------|-----|-----------------------|----------|-------------------|----------|
| 4/1/19  | 240         | 211 | 28                    | 1        | 8                 | 11       |
| 4/2/19  | 239         | 208 | 30                    | 1        | 12                | 23       |
| 4/3/19  | 235         | 206 | 28                    | 1        | 13                | 22       |
| 4/4/19  | 223         | 196 | 26                    | 1        | 8                 | 35       |
| 4/5/19  | 233         | 204 | 27                    | 2        | 12                | 18       |
| 4/6/19  | 245         | 217 | 27                    | 1        | 15                | 22       |
| 4/7/19  | 246         | 218 | 27                    | 1        | 15                | 15       |
| 4/8/19  | 246         | 218 | 27                    | 1        | 15                | 16       |
| 4/9/19  | 244         | 215 | 28                    | 1        | 18                | 29       |
| 4/10/19 | 246         | 218 | 27                    | 1        | 19                | 16       |
| 4/11/19 | 227         | 198 | 28                    | 1        | 15                | 35       |
| 4/12/19 | 228         | 201 | 26                    | 1        | 15                | 23       |
| 4/13/19 | 221         | 195 | 25                    | 1        | 15                | 30       |
| 4/14/19 | 227         | 201 | 25                    | 1        | 15                | 12       |
| 4/15/19 | 222         | 196 | 25                    | 1        | 15                | 14       |
| 4/16/19 | 221         | 195 | 25                    | 1        | 17                | 19       |
| 4/17/19 | 233         | 205 | 27                    | 1        | 18                | 10       |
| 4/18/19 | 230         | 203 | 27                    | 0        | 18                | 23       |
| 4/19/19 | 232         | 209 | 22                    | 1        | 20                | 25       |
| 4/20/19 | 227         | 205 | 22                    | 0        | 15                | 34       |
| 4/21/19 | 231         | 209 | 22                    | 0        | 15                | 11       |
| 4/22/19 | 231         | 209 | 22                    | 0        | 15                | 11       |
| 4/23/19 | 240         | 216 | 24                    | 0        | 15                | 9        |
| 4/24/19 | 236         | 213 | 23                    | 0        | 15                | 26       |
| 4/25/19 | 234         | 210 | 24                    | 0        | 15                | 22       |
| 4/26/19 | 232         | 209 | 23                    | 0        | 22                | 23       |
| 4/27/19 | 231         | 210 | 21                    | 0        | 15                | 25       |
| 4/28/19 | 228         | 207 | 21                    | 0        | 15                | 21       |
| 4/29/19 | 217         | 196 | 21                    | 0        | 15                | 21       |
| 4/30/19 | 223         | 202 | 21                    | 0        | 13                | 14       |
|         | 0           |     |                       |          |                   |          |

| TOTAL | MALE | FEMALE |
|-------|------|--------|
| 222   | 165  | 57     |
| 231   | 169  | 62     |
| 228   | 171  | 57     |
| 231   | 173  | 58     |
| 222   | 167  | 55     |
| 239   | 179  | 60     |
| 233   | 174  | 59     |
| 234   | 175  | 59     |
| 244   | 184  | 60     |
| 234   | 178  | 56     |
| 233   | 180  | 53     |
| 224   | 174  | 50     |
| 225   | 178  | 47     |
| 213   | 173  | 40     |
| 210   | 170  | 40     |
| 214   | 169  | 45     |
| 215   | 169  | 46     |
| 226   | 176  | 50     |
| 234   | 184  | 50     |
| 239   | 193  | 46     |
| 220   | 174  | 46     |
| 220   | 175  | 45     |
| 225   | 177  | 48     |
| 239   | 186  | 53     |
| 232   | 184  | 48     |
| 232   | 183  | 49     |
| 235   | 184  | 51     |
| 228   | 181  | 47     |
| 217   | 173  | 44     |
| 216   | 174  | 42     |
| 0     |      |        |

**6968      6200      749      19      453      615**

**6815      5292      1523**

\*Highest population count each day

|                   |            |
|-------------------|------------|
| LEC TOTAL AVG:    | <b>226</b> |
| TOTAL INMATE AVG: | <b>253</b> |