



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (JUNE 14) (WEEK 24 OF 2022)

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

Agenda and Minutes available at: www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov Jeremy Taylor 259-7910 jtaylor@woodburycountyiowa.gov Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov Justin Wright 899-9044 jwright@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held June 14, 2022 at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

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

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

Consent Agenda

Items 3 through 6 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 3. Approval of the minutes of the June 7, 2022 meeting
4. Approval of claims
5. Human Resources – Melissa Thomas
a. Approval of Memorandum of Personnel Transactions
b. Approval of retiree request for spouse to remain on county health insurance

6. County Auditor – Patrick Gill
 - a. Receive the appointment of Chad White to fill the Lawton-Bronson Community School District, Board Member District 1
 - b. Approve Cigarette Permit for HCI Heritage Express Company, Sloan, Iowa

End Consent Agenda

- | | |
|---|----------------------------|
| 7. Canvassing the Primary Election | Action |
| 8. Heartland Greenway
Discussion on proposed carbon capture project | Information |
| 9. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> a. Approve the final pay voucher for project STP-S-C097(134)—5E-97 PCC Replacement project on D54 b. Approve the project agreement with Iowa DOT for project NHSX-020-19(175)--3H-97 c. Approval of resolution to install a yield sign at the intersection of Cass Avenue and 310th Street | Action
Action
Action |
| 10. Board Administration – Dennis Butler <ol style="list-style-type: none"> a. Discussion of Whitepaper on use of ARPA funds for the New Justice Center b. Approval of a proposal for technical and advisory services for the Administration of American Rescue Plan Act Program and Master Services Agreement with UHY Consulting, Inc. | Information
Action |
| 11. Board Administration – Rocky De Witt
Discussion on partnership with St. Luke’s/Unity Point to enhance EMT, Paramedic, and Ambulance Coverage in Woodbury County | Information |
| 12. Reports on Committee Meetings | Information |
| 13. Citizen Concerns | Information |
| 14. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

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

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

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

JUNE 07, 2022 TWENTY-THIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, June 07, 2022 at 4:30 p.m. Board members present were Ung (by phone), Radig, De Witt, Taylor, and Wright. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, Melissa Thomas, Human Services Director, and Patrick Gill, Auditor/Clerk to the Board.

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

1. Val Uken, Sioux City, addressed the Board about the homeless situation in Woodbury County.
2. Motion by Radig second by Taylor to approve the agenda for June 07, 2022. Carried 5-0. Copy filed.

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

3. To approve minutes of the May 31, 2022 meeting. Copy filed.
4. To approve the claims totaling \$1,068,717.86. Copy filed.
- 5a. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes for Brenda Morrison, 2118 S. Lakeport St., parcel #884705180006.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,443
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES**

WHEREAS, Brenda Morrison, is the titleholder of property located at 2118 S. Lakeport St., Sioux City, IA, Woodbury County, Iowa, and legally described as follows:

Parcel #884705180006

HEDGES MORNINGSIDE LOT 19 BLOCK 33

WHEREAS, Brenda Morrison is the titleholder of the aforementioned property have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code section 427.9, and

WHEREAS, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

SO RESOLVED this 7th day of June, 2022.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 5b. To approve the lifting of tax suspension for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension. Copy filed.
6. To approve the reclassification of Lisa Ruden, Clerk III, County Auditor Dept., effective 06-27-22, \$26.54/hour, 9%=2.20/hour. Per AFSCME Courthouse Contract agreement, from Grade 5/Step 4 to Grade 5/Step 5., The reclassification of Miranda Kluver, Civilian Jailer, County Sheriff Dept., effective 06-27-22, \$25.24/hour, 10.9%=\$2.48/hour. Per CWA Civilian Officers Contract agreement, from Class 1 to Senior Class. Copy filed.
7. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date of parcel #894734152021, 715 ½ Cunningham Dr.

**RESOLUTION #13,444
NOTICE OF PROPERTY SALE**

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

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

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **21st Day of June, 2022 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **21st Day of June, 2022**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$892.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 7th Day of June, 2022.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Carried 5-0.

- 8a. Motion by De Witt second by Radig to approve the plans for project #L-B(B64)—73-97. Carried 5-0. Copy filed.
- 8b. Motion by Radig second by De Witt to approve the certificate of completion of the overburden removal with Leroy and Sons of Arcadia, IA, for \$85,600.00. Carried 5-0. Copy filed.
- 9a. Motion by Radig second by De Witt to receive the final staff report and Planning & Zoning Commission's recommendation from their 06/01/22 meeting. Carried 5-0. Copy filed.
- 9b. Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution of final plat for the William's Third Strike, Second Addition, a Minor Subdivision. Carried 5-0.

**BOARD OF SUPERVISORS
RESOLUTION #13,445
ACCEPTING AND APPROVING WILLIAM'S THIRD STRIKE,
SECOND ADDITION, A MINOR SUBDIVISION
WOODBURY COUNTY, IOWA**

WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE 1ST DAY OF JUNE, 2022, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS "WILLIAMS THIRD STRIKE, SECOND ADDITION", WOODBURY COUNTY, IOWA; AND

WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND

WHEREAS, THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND

WHEREAS, THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF "WILLIAMS THIRD STRIKE, SECOND ADDITION", WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNERS AND PROPRIETORS A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 7^h DAY OF JUNE, 2022
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

10. Information was presented by Kenny Schmitz, Building Services, & Shane Albrecht, Baker Group, on LEC ARPA Fund. Copy filed
- 11a. Motion by Radig second by De Witt to approve the transfer of appropriation in the Sheriff's FY 22 budget due to employee transfers. Carried 5-0.
- 11b. Information was presented by Dennis Butler, Board Administration, on a proposal for technical and advisory services for the Administration of American Rescue Plan Act Program and Master Services Agreement with UHY Consulting, Inc. Copy filed.
- 12a. Motion by Taylor second by Radig to approve a grant agreement between Woodbury County and the Iowa Secretary of State for the purpose of preventing, preparing for, and responding to cybersecurity threats to elections. Carried 5-0. Copy filed.
- 12b. Motion by Radig second by De Witt to approve an agreement between Woodbury County and InTech Software. Carried 5-0. Copy filed.
- 13a. Motion by De Witt second by Radig to approve to increase the hourly wage by \$1.50 for Paramedics beginning July 1, 2022. Carried 5-0. Copy filed.
- 13b. Motion by Radig second by Ung to adopt Ordinance #65 to provide special valuation of wind energy conversion property as provided by Iowa Code Section 427B.26. Carried 4-1; De Witt was opposed. Copy filed.
14. Reports on committee meetings were heard.
15. There were no citizen concerns.
16. Board concerns were heard.

The Board adjourned the regular meeting until June 14, 2022.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: June 14, 2022

*** PERSONNEL ACTION CODE:**


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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Ritchie, Stacy	Human Resources	6-13-22	Senior Clerk	\$22.30/hour	5%=\$1.12/hr.	R	Per Wage Plan comparability with AFSCME Courthouse Contract, from Grade 4/Step 3 to Grade 4/Step 4.
Boeshart, Danielle	County Treasurer	6-20-22	Clerk II	\$17.78/hour		A	Job Vacancy Posted 4-21-22. Entry Level Salary: \$17.78/hour.
Landers, Ann	Rolling Hills	7-01-22	MH Advocate Support			S	Retirement.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:



6-8-22

TO: Woodhury County Board of Supervisors

I JOHN F. FOREH would like to
request MARIE T. FOREH TO STAY
ON the Woodhury County RETIREE
INSURANCE.

6-8-22 JFF

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: Lantern-Branson Community School District School/City/Township/
Ryan Anderson Extension/Soil & Water
Secretary/Clerk
6-6-22 Date

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

For the office of Board Member District 1
Name Chad White
Address 7558 Correctionville Rd
City/Zip Lantern 51030
Date of appointment 6-6-22

This appointment is to fill the office previously held by:

Rick Scott
(Name of previous official)

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

2022 JUN -8 PM 12:18
PATRICK F. GILL
WOODBURY COUNTY
AUDITOR RECORDER
COMM OF ELECTIONS

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

Date: 06/06/22 Weekly Agenda Date: 06/14/22

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Auditor - Pat Gill

WORDING FOR AGENDA ITEM:

Discuss and Approve Cigarette Permit for HCI Heritage Express Company - 330th St.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Cigarette permits are sold on an annual basis. Our office only issues permits for establishments that are in unincorporated areas of Woodbury County (not inside a city's limits).

BACKGROUND:

This is a renewal of previous permit. Renewal Application received in Auditor's Office 06-02-22.

FINANCIAL IMPACT:

\$50.00 permit fee.

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

Yes No

RECOMMENDATION:

Approve Motion.

ACTION REQUIRED / PROPOSED MOTION:

Approve a 12-month Cigarette/Tobacco Permit for HCI Heritage Express Company, 1501 330th St., Sloan, Iowa, effective 07/01/22 through 06/30/23.

**Office Of The
AUDITOR/RECORDER
Of Woodbury County**

PATRICK F. GILL
Auditor/Recorder



**Court House – Rooms 103
620 Douglas
Sioux City, Iowa 51101**

**Phone (712) 279-6702
Fax (712) 279-6629**

TO: Board of Supervisors *PF*
FROM: Patrick F. Gill, Auditor & Recorder
DATE: June 14, 2022
RE: Cigarette/Tobacco Permit for Heritage Express, Sloan, Iowa

Please approve a cigarette/tobacco sales permit renewal for Heritage Express,
1501 330th Street, Sloan, Iowa, effective July 1, 2022 through June 30, 2023.

Instructions on the reverse side

For period (MM/DD/YYYY) 06 / 30 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: HCI Heritage Express Company
Physical location address: 1501 330th Street City: Sloan ZIP: 51055
Mailing address: 1501 330th Street City: Sloan State: Ia ZIP: 51055
Business phone number: 712-428-6933

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP HoChunk Inc
Mailing address: 1 Mission Drive City: Winnebago State: NE ZIP: 68071
Phone number: 402-878-2809 Fax number: _____ Email: _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Lance G. Morgan Name (please print): _____
Signature: _____ Signature: _____
Date: 6/21/2022 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

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

Date: 5/27/22 Weekly Agenda Date: 6/14/22

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Citizen

WORDING FOR AGENDA ITEM:

Navigator - Heartland Greenway project update

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Provide the board and dept. heads update on proposed carbon capture project that crosses Woodbury County.

BACKGROUND:

Navigator CO2 Ventures has proposed a carbon capture and sequestration platform named the Heartland Greenway System. The proposed project has conducted public meetings in conjunction with the IA Utilities Board with expected filing of application late summer of 2022.

FINANCIAL IMPACT:

N/A

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:

N/A

ACTION REQUIRED / PROPOSED MOTION:

N/A

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

Date: 06/8/2022 Weekly Agenda Date: 06/14/2022

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

WORDING FOR AGENDA ITEM:

Approve final pay voucher for project number STP-S--CO97(134)--5E-97, PCC Replacement project on D54.

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:

Project work has been completed a PCC pavement project located on D54 From South 5.6 miles to L27. The project was awarded to Cedar Valley Corporation LLC.

BACKGROUND:

The county programmed the replacement of the PCC Pavement on Route D54 for construction in fiscal year 2019. Project work has been completed in compliance with the plans and specifications for the job. All required forms and paperwork have been submitted, the office audit is completed and the final pay voucher has been prepared and signed by the contractor.

FINANCIAL IMPACT:

This project is paid for with federal aid and county farm to market funds. The contract price of the project was \$2,354,844.71.

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

Yes No

RECOMMENDATION:

I recommend that the Board approve the final pay voucher for project STP-S-C097(134)--5E-97.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the final pay voucher for project STP-S-C097(134)--5E-97.

Contract 035182



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STP-S-C097(134)--5E-97 PAGE 1
 PCC Pavement - New / Widen / Repla
 WOODBURY COUNTY ENGINEER

Voucher No. 17

DATE LAST VOUCHER 04-09-20
 MO. DAY YR.

THIS VOUCHER - -
 MO. DAY YR.

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	<u>66.0</u>	<u>67.0</u>	<u>3.000</u>

Contractor No. 93138 CEDAR VALLEY CORP LLC WATERLOO, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
0010	<u>201.000</u>	<u>201.000</u>	Cubic Yd	<u>410</u>		<u>201</u>	<u>000</u>			<u>000</u>	<u>000</u>		
	EXCAVATION, CL 10, RDWY+BORROW TOTAL TO DATE												
0020	<u>10628.000</u>	<u>10628.000</u>	Ton	<u>410</u>		<u>10628</u>	<u>000</u>			<u>000</u>	<u>000</u>		
	GRANULAR SHLD, TYPE B TOTAL TO DATE												
0030	<u>440.000</u>	<u>440.000</u>	Sq Yard	<u>441</u>		<u>565</u>	<u>888</u>			<u>000</u>	<u>000</u>		<u>000</u>
	PATCH, FULL-DEPTH REPAIR TOTAL TO DATE												
0040	<u>8.000</u>	<u>8.000</u>	Each	<u>441</u>		<u>10</u>	<u>000</u>			<u>000</u>	<u>000</u>		<u>000</u>
	PATCH BY COUNT (REPAIR) TOTAL TO DATE												
0050	<u>66481.540</u>	<u>68098.059</u>	Sq Yard	<u>441</u>		<u>68098</u>	<u>059</u>			<u>000</u>	<u>000</u>		<u>000</u>
	PAV'T, SCARIFICATION TOTAL TO DATE												
0060	<u>320.000</u>	<u>320.000</u>	Sq Yard	<u>441</u>		<u>320</u>	<u>000</u>			<u>000</u>	<u>000</u>		<u>000</u>
	BRIDGE APPROACH, TWO LANE TOTAL TO DATE												
0070	<u>3024.000</u>	<u>3346.062</u>	Sq Yard	<u>441</u>		<u>3346</u>	<u>062</u>			<u>000</u>	<u>000</u>		<u>000</u>
	STD/S-F PCC PAV'T, CL C CL 2, 9" TOTAL TO DATE												
0080	<u>488.900</u>	<u>0.000</u>	Sq Yard	<u>441</u>		<u>000</u>	<u>000</u>			<u>000</u>	<u>000</u>		<u>000</u>
	STD/S-F PCC PAV'T, CL M CL 2, 9" TOTAL TO DATE												
0090	<u>11006.900</u>	<u>11006.900</u>	Cubic Yd	<u>441</u>		<u>11115</u>	<u>000</u>			<u>000</u>	<u>000</u>		<u>000</u>
	PCC OVERLAY, FURN ONLY TOTAL TO DATE												

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

- DATE _____ PROJECT ENGINEER CERTIFICATION
- DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.
- DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.
 Project approved for payment. based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____
 for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE _____ SIGNED CLAIMANT (CONTRACTOR)

Contract 035182



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STP-S-C097(134)--5E-97 PAGE 2
 PCC Pavement - New / Widen / Repla
 WOODBURY COUNTY ENGINEER

Voucher No. 17

DATE LAST VOUCHER 04-09-20
 MO. DAY YR.

THIS VOUCHER - -
 MO. DAY YR.

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	<u>66.0</u>	<u>67.0</u>	<u>3.000</u>

Contractor No. 93138 CEDAR VALLEY CORP LLC WATERLOO, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION								
0100	<u>66481.540</u>	<u>66958.222</u>	Sq Yard	<u>441</u>		<u>66958222</u>	<u>000</u>	<u>000</u>	<u>000</u>
	PCC OVERLAY PLACE ONLY (WHITE TOPPING)					TOTAL TO DATE			
0110	<u>13500.000</u>	<u>13500.000</u>	Each	<u>444</u>		<u>9650000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	PAY ADJ I/D-PCC PAV'T SMOOTHNESS					TOTAL TO DATE			
0120	<u>272.000</u>	<u>272.000</u>	Linn Ft	<u>419</u>		<u>272000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	RMVL OF STEEL BEAM G'RAIL					TOTAL TO DATE			
0130	<u>575.000</u>	<u>575.000</u>	Linn Ft	<u>419</u>		<u>575000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	STEEL BEAM G'RAIL					TOTAL TO DATE			
0140	<u>4.000</u>	<u>4.000</u>	Each	<u>419</u>		<u>4000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	STEEL BEAM G'RAIL BAR TRANS SECT, BA-2 21					TOTAL TO DATE			
0150	<u>4.000</u>	<u>4.000</u>	Each	<u>419</u>		<u>4000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	STEEL BEAM G'RAIL TNGNT END TERM, BA-2 25					TOTAL TO DATE			
0160	<u>4272.900</u>	<u>4272.900</u>	Sq Yard	<u>410</u>		<u>3541429</u>	<u>000</u>	<u>000</u>	<u>000</u>
	RMVL OF PAV'T					TOTAL TO DATE			
0170	<u>10.000</u>	<u>10.000</u>	Each	<u>410</u>		<u>12000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	SAFETY CLOSURE					TOTAL TO DATE			
0180	<u>1116.010</u>	<u>1116.010</u>	Station	<u>442</u>		<u>969640</u>	<u>000</u>	<u>000</u>	<u>000</u>
	PAINTED PAV'T MARK, WATERBORNE/SOLVENT					TOTAL TO DATE			

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.
 SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

- DATE _____ PROJECT ENGINEER CERTIFICATION
- DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.
- DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____
 for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

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Contract 035182



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STP-S-C097(134)--5E-97 PAGE 3
 PCC Pavement - New / Widen / Repla
 WOODBURY COUNTY ENGINEER

Voucher No. 17

DATE LAST VOUCHER 04-09-20
 MO. DAY YR.

THIS VOUCHER - -
 MO. DAY YR.

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	<u>66.0</u>	<u>67.0</u>	<u>3.000</u>

Contractor No. 93138 CEDAR VALLEY CORP LLC WATERLOO, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	RURAL PARTICIPATING		URBAN PARTICIPATING	
						RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
0190	<u>5000.000</u>	<u>5000.000</u>	Lump Sum	<u>401</u>		<u>5000000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	TRAFFIC CONTROL					TOTAL TO DATE			
0200	<u>20.000</u>	<u>20.000</u>	Each	<u>401</u>		<u>15000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	FLAGGER					TOTAL TO DATE			
0210	<u>227300.000</u>	<u>227300.000</u>	Lump Sum	<u>401</u>		<u>227300000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	MOBILIZATION					TOTAL TO DATE			
0220	<u>1202.400</u>	<u>2573.049</u>	Sq Yard	<u>441</u>		<u>2573049</u>	<u>000</u>	<u>000</u>	<u>000</u>
	('SQUARE YARDS' ITEM)					TOTAL TO DATE			
7001	<u>488.900</u>	<u>488.900</u>	Sq Yard	<u>441</u>		<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	APPLIES TO ITEM 0070 STD/S-F PCC PAV'T, CL C CL 2, 9"					TOTAL TO DATE			
7002	<u>-488.900</u>	<u>-488.900</u>	Sq Yard	<u>441</u>		<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	APPLIES TO ITEM 0080 STD/S-F PCC PAV'T, CL M CL 2, 9"					TOTAL TO DATE			
7003	<u>-1616.519</u>	<u>-1616.519</u>	Sq Yard	<u>441</u>		<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	APPLIES TO ITEM 0050 PAV'T, SCARIFICATION					TOTAL TO DATE			
7004	<u>-166.838</u>	<u>-166.838</u>	Sq Yard	<u>441</u>		<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	APPLIES TO ITEM 0070 STD/S-F PCC PAV'T, CL C CL 2, 9"					TOTAL TO DATE			
7005	<u>476.682</u>	<u>476.682</u>	Sq Yard	<u>441</u>		<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	APPLIES TO ITEM 0100 PCC OVERLAY PLACE ONLY (WHITE TOPPING)					TOTAL TO DATE			

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- SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.
- DATE _____ PROJECT ENGINEER CERTIFICATION
 - DATE _____ CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 IDOT is not involved in this Farm to Market project.
 - DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed. Project records not reviewed. Recommend payment based on project approved for payment. based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

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Contract 035182



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STP-S-C097(134)--5E-97 PAGE 4
 PCC Pavement - New / Widen / Repla
 WOODBURY COUNTY ENGINEER

Voucher No. 17

DATE LAST VOUCHER 04-09-20
 MO. DAY YR.

THIS VOUCHER - -
 MO. DAY YR.

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	<u>66.0</u>	<u>67.0</u>	<u>3.000</u>

Contractor No. 93138 CEDAR VALLEY CORP LLC WATERLOO, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	Compl. Last Voucher	RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
7006	<u>1370.649</u>	<u>1370.649</u>	Sq Yard	<u>441</u>			<u>000</u>		<u>000</u>		<u>000</u>		<u>000</u>
	APPLIES TO ITEM 0220 ('SQUARE YARDS' ITEM)				TOTAL TO DATE								
7007	<u>3233.038</u>	<u>3233.038</u>	Sq Yard	<u>441</u>			<u>000</u>		<u>000</u>		<u>000</u>		<u>000</u>
	APPLIES TO ITEM 0050 PAV'T, SCARIFICATION				TOTAL TO DATE								
8001	<u>14525.220</u>	<u>14525.220</u>		<u>441</u>			<u>14525220</u>		<u>000</u>		<u>000</u>		<u>000</u>
	VALUE ENGINEERING PROPOSAL				TOTAL TO DATE								
8002	<u>2.000</u>	<u>2.000</u>		<u>441</u>			<u>2000</u>		<u>000</u>		<u>000</u>		<u>000</u>
	RECONSTRUCTION OF PAVING NOTCHES				TOTAL TO DATE								
8003	<u>194.333</u>	<u>194.333</u>		<u>441</u>			<u>194333</u>		<u>000</u>		<u>000</u>		<u>000</u>
	REMOVAL OF EXTRA ASPHALT				TOTAL TO DATE								
8004	<u>173.334</u>	<u>173.334</u>		<u>441</u>			<u>173334</u>		<u>000</u>		<u>000</u>		<u>000</u>
	REMOVAL OF CONCRETE BRIDGE APPROACHES				TOTAL TO DATE								
8005	<u>1.000</u>	<u>1.000</u>		<u>441</u>			<u>1000</u>		<u>000</u>		<u>000</u>		<u>000</u>
	TRAFFIC CONTROL				TOTAL TO DATE								
8006	<u>18420.952</u>	<u>18420.952</u>		<u>441</u>			<u>18420952</u>		<u>000</u>		<u>000</u>		<u>000</u>
	PORTLAND CEMENT CONCRETE PAVEMENT				TOTAL TO DATE								
8998	<u>5.000</u>	<u>5.000</u>		<u>441</u>			<u>5000</u>		<u>000</u>		<u>000</u>		<u>000</u>
	LIQUIDATED DAMAGES				TOTAL TO DATE								

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Contract 035182



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

STP-S-C097(134)--5E-97 PAGE 5
 PCC Pavement - New / Widen / Repla
 WOODBURY COUNTY ENGINEER

Voucher No. 17

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 MO. DAY YR.

THIS VOUCHER - -
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DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	<u>66.0</u>	<u>67.0</u>	<u>3.000</u>

Contractor No. 93138 CEDAR VALLEY CORP LLC WATERLOO, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL		URBAN	
						PARTICIPATING	NON-PARTICIPATING	PARTICIPATING	NON-PARTICIPATING
8999	<u>1.000</u>	<u>1.000</u>	<u>Lump Sum</u>	<u>401</u>	Compl. Last Voucher	<u>000</u>	<u>000</u>	<u>000</u>	<u>000</u>
	STOCKPILED MATERIALS					TOTAL TO DATE			
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				

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CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

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

Date: 06/06/2022 Weekly Agenda Date: 06/14/2022

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

WORDING FOR AGENDA ITEM:

Consider approval of a project agreement with Iowa DOT for project numbered NHSX-020-1 (175)--3H-97

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Iowa DOT has prepared plans for a grading and paving project on US Highway 20 from Whiskey Creek to Lawton. A project agreement is presented for board approval.

BACKGROUND:

The Iowa DOT, as part of a resurfacing project on US Hwy 20, will be paving intersections of county roads, specifically Charles Avenue, Dallas Avenue, Delaware Avenue, and Eastland Avenue. This agreement authorizes Iowa DOT to perform the work of paving intersection approaches connecting county roads to the Hwy 20 alignment.

FINANCIAL IMPACT:

The estimated project cost for the road fillets is \$69,384. The work on behalf of the county that will be billed based on actual cost at the completion of the project and will be paid with Woodbury County local secondary road funds.

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

Yes No

RECOMMENDATION:

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

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the project agreement for project NHSX-020-19(175)--3H-97 and direct the chair to sign said agreement.

July 2014

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>Woodbury</u>
Project No.	<u>NHSX-020-1(175)--3H-97</u>
Iowa DOT	
Agreement No.	<u>2022-C-100</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Woodbury County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 20 within Woodbury County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Hot Mix Asphalt (HMA) resurfacing, milling, and paving on east bound and west bound U.S. 20 from Little Whiskey Creek to Lawton. See Exhibit A for location.

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$69,384, as shown in Exhibit B. LPA reimbursement will be made in three (3) equal yearly installments of approximately \$23,128 each. The first installment will be due upon completion of construction and proper billing by the DOT. The final two installments will be billed to the LPA one and two years subsequent to the date of the first billing respectively. The actual amount of reimbursement will be determined by the quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. U.S. 20 through-traffic will be maintained during the construction.

4. Right of Way and Permits

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

July 2014

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 7.110.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-C-100 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

By: _____ Date _____, 20__.
Chairperson

ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.
Jessica Felix, P.E.
District Engineer
District 3

Exhibit A

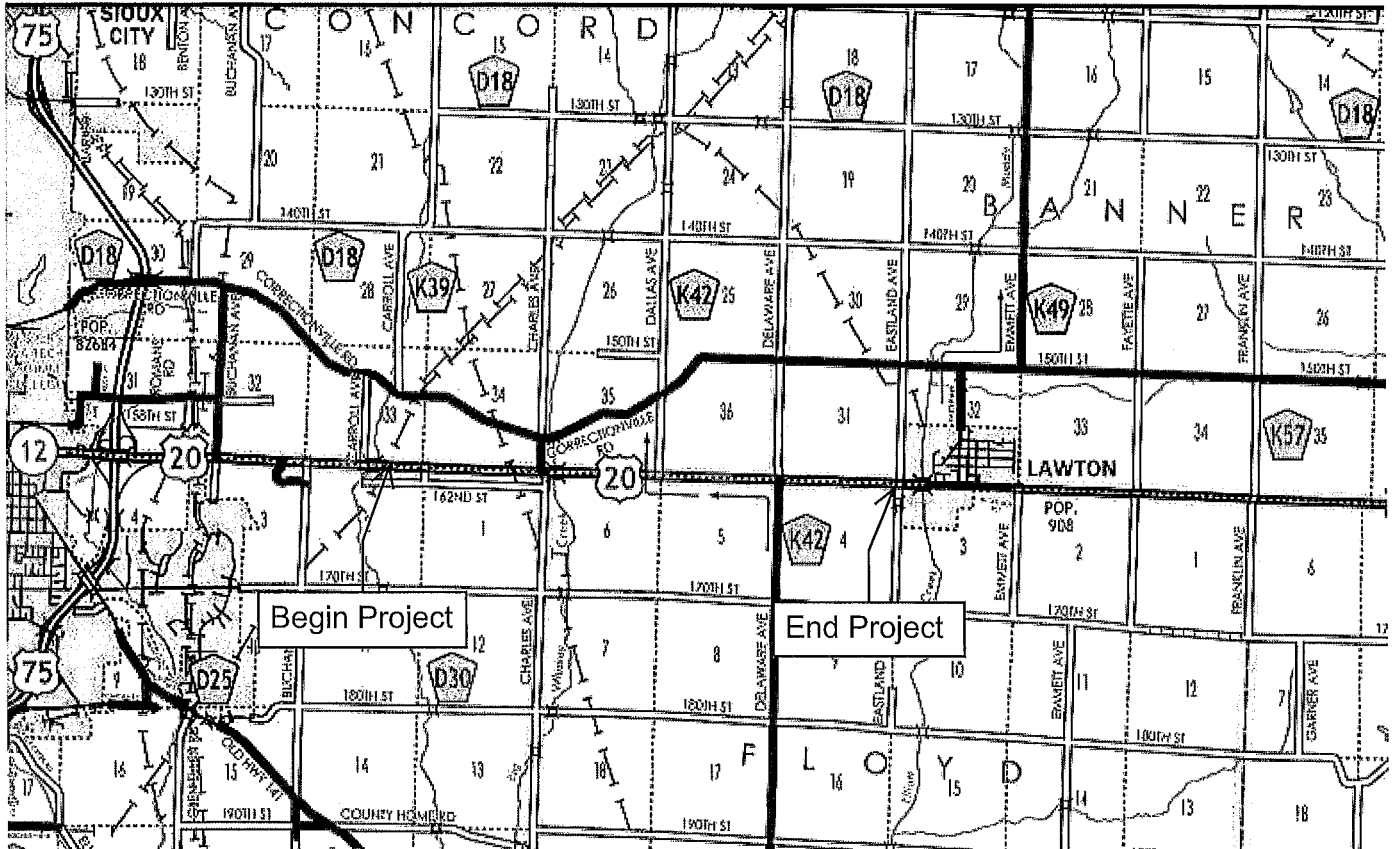


Exhibit B

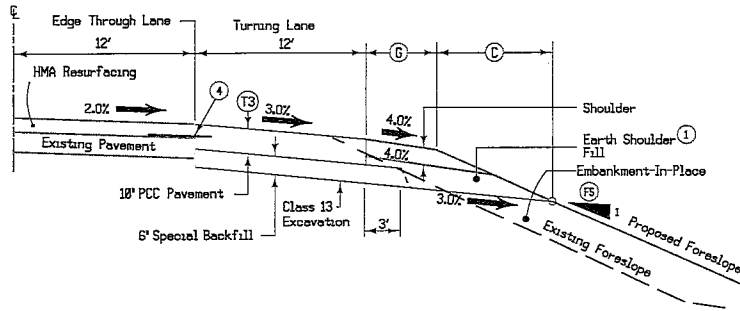
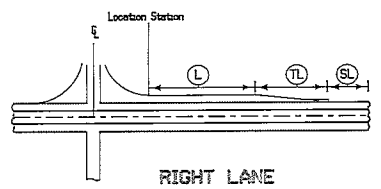
ESTIMATE PROJECT QUANTITIES AND COSTS
 NHSX-020-1(175)--3H-97
 Woodbury County

Item Code	Item	Unit	Quantity	Unit Cost	Subtotal
2303-1032750	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 3/4 IN. MIX	TON	392	\$ 55.00	\$ 21,560.00
2303-1033500	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENTS	TON	196	\$ 60.00	\$ 11,760.00
2303-1258283	ASPHALT BINDER, PF 58-28s, STANDARD TRAFFIC	TON	35	\$ 700.00	\$ 24,500.00

NET ESTIMATED COST \$ 57,820.00

20% CONTINGENCY \$ 11,564.00

TOTAL \$ 69,384.00

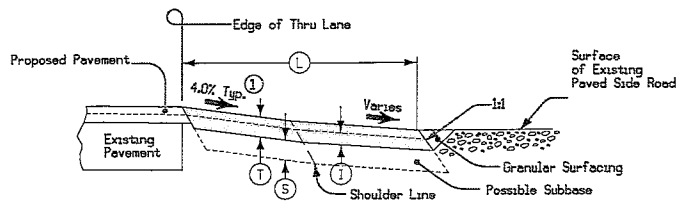
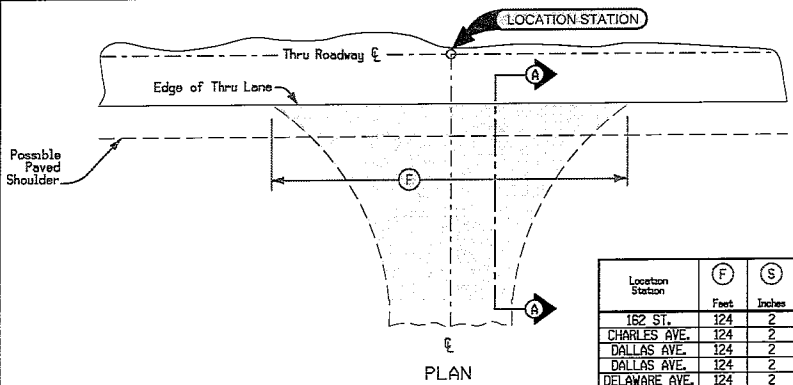


Notes:
Normal section shown may be Modified appropriately in areas of super-elevated curves or other locations specifically designated by the engineer.

- ① Material to be included in the price bid for "Embankment-In-Place" and shaping to be laid as "Earth Shoulder Finishing".
- ② Includes taper and area thru intersection.
- ③ For Longitudinal Joint use BT-3 joint. For Joint details see Standard Road Plan PI-18L.
- ④ See "U" sheets for right turn layouts.
- ⑤ Transverse joints to be "CD" joints on right turns and side roads.

ROAD IDENTIFICATION	Location Station	Side	Design Quantities Per Location ②									Comments						
			(T3)	(G)	(C)	(FS)	(L)	(TL)	(SL)	PCC PAVEMENT	Special Backfill		Class 13 Excavation	Embank-In-Place	Earth Shoulder Finishing	Granular Shoulder	Pavement Removal	
			Inches	Feet	Feet		Feet	Feet	Feet	Sq. Yds.	Tons		Cu. Yds.	Cu. Yds.	Sq. Yds.	Tons	Sq. Yds.	
US 20 WB	633+43	LT	18.0	4	8.5	6	462.0	180.0										

TYPICAL HALF SECTION
NEW PCC RIGHT TURN LANE



Special shaping of existing surface prior to placement of fill or filler extension may be required by the Engineer and is incidental to other work on the project.

Pavement quantities included with mainline quantities.

- ① Match existing slope.

Location Station	(F)	(S)	(I)	(T)	(L)	Remarks
	Feet	Inches	Inches	Inches	60' and Feet	
182 ST.	124	2	4	6	50	RT SIDE
CHARLES AVE.	124	2	4	6	50	RT SIDE
DALLAS AVE.	124	2	4	6	50	RT SIDE
DALLAS AVE.	124	2	4	6	50	LT SIDE
DELAWARE AVE.	124	2	4	6	50	LT SIDE
EASTLAND AVE.	124	2	4	6	50	LT SIDE
EASTLAND AVE.	124	2	4	6	50	LT SIDE

SECTION A-A

FILLET EXTENSION FOR NON-PAVED SIDE ROADS

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

Date: 6/7/2022 Weekly Agenda Date: 6/14/2022

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

WORDING FOR AGENDA ITEM:

Consider approval of resolution install a yield sign on Cass Avenue.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

A yield sign is proposed for the intersection of Cass Avenue and 310th Street to control traffic at the subject intersection.

BACKGROUND:

The county engineer, in response to a citizen concern, conducted a traffic study at the intersection. Seasonally, traffic approaching the intersection is screened by the growth of crops, creating an unsafe situation if traffic is not observant of the intersection. Traffic counts do not warrant a stop sign at this time. A yield sign will direct traffic giving right of way to 310th Street.

FINANCIAL IMPACT:

Cost is approximately \$150 per sign. Two signs are required, a yield sign and a yield ahead sign.

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

Yes No

RECOMMENDATION:

I recommend that the Board approve the resolution to install a yield sign at the intersection of Cass Avenue and 310th Street.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve resolution to install a yield sign at the intersection of Cass Avenue and 310th Street.

WOODBURY COUNTY, IOWA

**RESOLUTION FOR THE ESTABLISHMENT OF A YIELD SIGN AT THE INTERSECTION
OF 310th STREET AND CASS AVENUE**

RESOLUTION NO. _____

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2021 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop and yield signs,

AND WHEREAS, the County Board and County Engineer may designate certain roads as through roads with the erection of stop or yield signs at specified locations furnishing access thereto or designation of any intersection as a stop or yield intersection and erect like signs at one or more locations of access to such intersections.

AND WHEREAS, traffic through the intersection discussed herein is unregulated now and sometimes endangered due the seasonal growth of crops at the subject intersection,

AND WHEREAS, there are currently no signs controlling traffic at the intersection,

AND WHEREAS, it is deemed a safety hazard to allow the traffic to move without some control of traffic movement,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 14th day of June 2022, recognize as official the location of a yield sign at the intersections described below:

1. Located at the intersection of Cass Avenue and 310th Street, causing traffic travelling south on Cass Avenue to be directed to yield to traffic on 310th Street.

Woodbury County Board of Supervisors

Keith Radig, Chairman

Recommended:

Rocky DeWitt, Member

Woodbury County Engineer

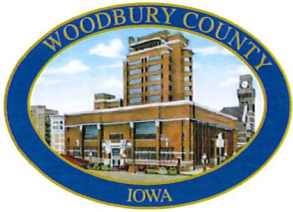
Jeremy Taylor, Member

Attest:

Matthew Ung, Member

Woodbury County Auditor

Justin Wright, Member



Woodbury County Board of Supervisors

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

MEMBERS

ROCKY L. DE WITT
SIOUX CITY

KEITH W. RADIG
SIOUX CITY

JEREMY J. TAYLOR
SIOUX CITY

MATTHEW A. UNG
SIOUX CITY

JUSTIN D. WRIGHT
SIOUX CITY

FINANCE / BUDGET DIRECTOR
DENNIS BUTLER

ADMINISTRATIVE ASSISTANT
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER
HEATHER SATTERWHITE

Whitepaper on use of ARPA funds for New Justice Center

June 2022

Summary:

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law. ARPA is a \$1.9 trillion package that includes direct relief to state, counties, cities, and towns as well as public utilities, libraries, and transit agencies. ARPA established the State and Local Fiscal Recovery Funds (SLFRF) program, adding several sections to Title VI of the Social Security Act. This program will provide \$65.1 billion to counties in the U.S., allocated based on population. Woodbury County will receive a total of \$20.026 million, one-half of which was received in May, 2021. Woodbury County created a new fund (Fund 0005 American Rescue Plan Act) in our accounting system for ARPA dollars to properly segregate, monitor and account for spending of the ARPA funds.

On May 17, 2021 the U.S. Department of the Treasury issued the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule. On January 6, 2022, the U.S. Department of the Treasury issued the Coronavirus State and Local Fiscal Recovery Funds Final Rule.

Based on the Final Rule, Woodbury County chose to use the Standard Deduction (loss of revenue option) approved by the Woodbury County Supervisors to cover a portion of a new Law Enforcement Center costs in response to the negative impacts of the COVID-19 public health emergency. The standard deduction equaled \$10 million. In addition, the county would cover eligible costs up to \$4.2 million. **Therefore, Woodbury County, will utilize \$14.2 million of the ARPA funds provided to the county for this project (partial costs of a law enforcement center) in compliance with the regulations allowed under the Final Rule.**

Overview: Woodbury County has an under-sized and sub-standard correctional facility with problems that have been exacerbated by the COVID-19 public health emergency. The facility was found deficient by the State of Iowa in several reviews, primarily for lack of adequate space. Efforts have been made over the past decade to mitigate the problems. However, as reinforced by the negative impacts of the pandemic, replacement was deemed the best near and long-term solution and the Woodbury County Board of Supervisors discussed and approved various actions on the project over the past few years, resulting in the design and start of construction of a new law enforcement center. The taxpayers also approved a bond issue to construct a new law enforcement center.

The final design of this new law enforcement center was primarily done after the COVID-19 pandemic had begun, and many design enhancements to the facility were made to allow better separation of the inmate population, to improve air quality, to provide better recreation facilities with fresh air, to have components in the facility for medical and mental health and to reduce the inmate population transport to courts via use of technology and on-site courtrooms.

The Woodbury County Board of Supervisors approved the use of \$14.2 million of ARPA funds for a portion (20%) of the costs of construction of our new law enforcement center with specialized medical and mental health facilities and other COVID-19 responsive modifications. To respond to the COVID-19 public health emergency, the strategies of physical distancing, segregation and de-contamination have proven necessary for preventing the spread of this virus and its existing and future variants. In addition to the increased space needed for these public health strategies, the specialized housing areas will also address the growth in substance abuse resulting from the public health crisis, as well as other COVID-19 long term medical and mental health side effects.

The increase in mental health stress and breakdowns as a result of both the pandemic and its restrictions is impacting our most high risk and under-served communities. Those incarcerated, even for a short time, in a detention setting are typically among the highest risk and most under-served.

Funding Plan: The funding of this \$69.7 million was planned through the use a variety of sources. When the ARPA legislation was passed and the Interim Final Rule released in May of 2021, apportion of the project focused on the prevention, mitigation and treatment of COVID-19 and other health issues was identified to be funded with \$14.2 million of ARPA funds. Bond financing was always anticipated but was not finalized and issued until October 2020 and November 2021. The chart below shows the funding for the design, construction and FF&E for the new law enforcement center at Woodbury County. **Of note, ARPA funds are being used for only 20% of the total costs of this project.**

	<u>Funding</u>	<u>% of Total</u>
Bond Financing	\$50,300,000	72.4%
ARPA Funds	\$14,200,000	20.4%
Bond Premium	\$ 4,060,414	5.7%
General Funds	\$ 717,863	1.0%
City Contribution	\$ 375,000	.5%
Interest Received	<u>\$ 24,764</u>	.0%
Total	\$69,678,041	

ARPA Final Rule: The Department of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule Document states, *“The Final Rule takes effect on April 1, 2022.*

With the construction of the new law enforcement center well underway and costs locked-in, Woodbury County is continuing to follow our funding plan for the new law enforcement center in compliance with the Final Rule and the allowable uses outlined in that document.

Woodbury County designed and is constructing a new law enforcement center in response to the negative impacts of the COVID-19 public health emergency. Below, is a summary of the Final Rule Sections (Expenditure Category 1, “Public Health”) listed by subcategory and under each are listed the specific portion of the Woodbury County law enforcement center that will be funded through the use of ARPA funds.

Eligible Uses: Responding to the public health emergency or its negative impacts. A recipient may use funds to respond to the public health emergency or its negative impacts, including for one or more of the following purposes:

COVID-19 related expenses in congregate living facilities, including skilled nursing facilities, long term facilities, Incarceration settings, homeless shelters, residential foster care facilities, residential behavioral treatment, and other group living facilities;

EC 1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)

- Small Courtroom: Video arraignments/Immigration Court \$ 527,078
- Video Visitation Area \$ 174,783
- Pre-booking (Intake, mental, medical & COVID-19 Assessment) \$1,631,748

The portions of the new law enforcement center identified above all were designed to mitigate the impact of COVID-19 by increasing space, reducing transport to other buildings and to enable assessment during pre-booking for COVID-19 and other medical health concerns.

EC 1.4 Expenses for improvement of ventilation systems in congregate settings, public health facilities, or other public facilities:

Cost of HVAC (improved ventilation)	\$ 774,000
Cost of outdoor recreation area	\$1,092,391

The new law enforcement center was designed to improve air quality within the facility and to enable inmates access to an outdoor recreation area for fresh air (not available in our current facility).

Cost Identification: The determination of the costs applicable to the aspects of the project to be funded by ARPA funds was provided by Goldberg Group Architects (GGA), based on actual estimates for the specific COVID-19 response aspect or based on the percentage of the square feet of the component of the project to the total. In addition to the construction cost estimates, 7.35% was added for design fees.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the 10th day of June 2022 (the “Effective Date”), by and between UHY CONSULTING, INC. a Delaware corporation (“UHY”), and Woodbury County, IA. (“County”).

Statement of Purpose

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

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

1. Engagement.

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

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

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

2. Term; Termination.

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

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

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

3. Compensation; Payment Terms; Expenses.

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

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

c. In the event County fails to pay UHY all amounts owed under any invoice by the Due Date, and such failure to pay continues for five (5) days after the Due Date, UHY may: (i) in its sole discretion, suspend its performance of the Services for County until it is paid in full all amounts then owed (including all interest payable hereunder); and (ii) charge interest on all overdue sums hereunder at the rate of interest of eighteen (18.0%) percent per annum from the date such payment is due until paid. This section shall not apply to amounts withheld by the County due to a material breach of the Agreement.

4. Independent Contractor Status; Use of Affiliated Entities.

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

b. UHY has a contractual arrangement with UHY LLP whereby UHY LLP provides UHY with professional and support personnel and performs all services in connection with UHY engagements for which licensure as a CPA firm is required. In addition, UHY may use employees from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. County hereby acknowledges UHY and agrees to the use of UHY LLP professional and support personnel for any Projects for which licensure as a CPA firm is required, as well as UHY's use of any employees from any of its affiliated entities on a Project as determined by UHY in its sole discretion. UHY LLP is an independent firm of certified public accountants which performs attest services in an alternative practice structure with UHY and its affiliated companies; however, as used in this Agreement, all references to "affiliates" or "affiliated entities" of UHY or terms of similar import shall be deemed to be inclusive of UHY LLP.

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

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

5. Intellectual Property Rights.

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

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

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

7. Obligations of County. In addition to all other obligations required of it under this Agreement, County shall (i) timely provide UHY with all information necessary for UHY to perform the Services; (ii) respond promptly to all requests by UHY for information required for UHY to be able to perform the Services, as well as any issues that UHY encounters in its performance of the Services requiring consultation with County; and (iii) assign one (1) individual to be primarily dedicated to managing the provision of the Services on a Project and the relationship with UHY under this Agreement (the "County

Project Coordinator”). County Project Coordinator for each Project shall be set forth on each Statement of Work. County Project Coordinator shall be generally available to UHY in order to communicate with UHY regarding any issues relating to a Project or Services, use reasonable efforts to participate in meetings or conference calls with UHY, and have the necessary authority to ensure that County is able to fulfill its obligations as described in (i) and (ii) above.

8. Restrictive Covenants.

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

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

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

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

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

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

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

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

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

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

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

16. Modification and Waiver. This Agreement may not be amended or modified except in a written document signed by authorized representatives of the parties. Failure of UHY to insist, in one or

more instances, on performance by County in strict accordance with the terms and conditions of the Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by UHY.

17. Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 2(b), 2(c), 3(c), 5 and 8 through 21 shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

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

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

UHY CONSULTING, INC.

COUNTY

By: Jack Reagan

By: _____

Name: John E Reagan III

Name: Keith Radig

Title: Managing Director

Title: Chairman, Board of Supervisors

Legal Notices

Legal Notices

Jack Reagan
UHY
8601 Robert Fulton Drive
Suite 210

Dennis Butler
Woodbury County
620 Douglas Street

Address: Columbia, MD 21046

Address: Sioux City, IA 51101

Facsimile #: 410-381-5538

Facsimile #: _____

EXHIBIT A – STATEMENT OF WORK

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

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

EXHIBIT B – COMPENSATION

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

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

We will not raise our hourly rates for the duration of this contract. The above total is an annual cost with an estimate of hours per resource level.

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

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

Date: 6/9/2022 Weekly Agenda Date: 6/14/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Rocky De Witt - Board of Supervisors

WORDING FOR AGENDA ITEM:

Discussion on partnership with St. Luke's/Unity Point to enhance EMT, Paramedic, and Ambulance Coverage in Woodbury County

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Explore options to expand EMS type coverage in Woodbury County.

BACKGROUND:

Bob Welte and I, attended a meeting with St Luke's/Unity Point leadership to explore the possibility of enhancing coverage via Unity Point professional staff at no cost to county taxpayers.

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:

Explore options.

ACTION REQUIRED / PROPOSED MOTION:

None at this time.