



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(NOVEMBER 14) (WEEK 46 OF 2023)

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

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

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 14, 2023, at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

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

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**AGENDA**

**3:15 p.m.** Closed Session {Iowa Code Section 21.5 (1) (c)} – **First Floor Boardroom**

**4:15 p.m.** Closed Session General Relief Appeal Hearing for R.P. {Iowa Code Section 21.5 (1) (a)}  
**First Floor Boardroom**

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

1. Approval of the agenda Action

**Consent Agenda**

**Items 2 through 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.**

2. Approval of the minutes of the November 7, 2023 meeting
3. Approval of claims
4. Deputy Commissioner of Elections – Steve Hofmeyer  
Receive the appointment of Thomas H. Petersen III as a Kedron Township Trustee, to fill the vacancy left from the passing of Larry Wink

5. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Approval for the Vice-Chair to sign the 2024 Wellmark renewal
  
6. Secondary Roads – Mark Nahra
 

Approval of the underground utility permit for Dan Lee and to direct the chair to sign the permit

**End Consent Agenda**

- |     |   |             |
|-----|---|-------------|
| 7.  | Deputy Commissioner of Elections – Steve Hofmeyer<br>1 <sup>st</sup> Tier Canvass of the November 7, 2023, City/School Election   | Action      |
| 8.  | Board of Supervisors – Matthew Ung & Finance Director – Dennis Butler<br>Approval of reallocation of \$941,000 ARPA Funds standard allowance to the Law Enforcement Center project to assist in the completion of the project | Action      |
| 9.  | County Sheriff – Chad Sheehan<br>Approval of four new correctional officers, and two new x-ray machines for security in the new LEC building  | Action      |
| 10. | Board of Supervisors – Mark Nelson<br>Law Enforcement Center project updates and general discussion   | Information |
| 11. | Reports on Committee Meetings   | Information |
| 12. | Citizen Concerns  | Information |
| 13. | Board Concerns  | Information |

**ADJOURNMENT**

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

- WED., NOV. 15** 10:00 a.m. StarComm, Security Institute, WIT
- 12:00 p.m. Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., NOV. 16** 10:00 a.m. Siouxland Regional Transit System, Hybrid
- 11:15 a.m. SIMPCO – Western Iowa Community Improvement Regional Housing Trust Fund, Hybrid
- 4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., NOV. 17** 12:00 p.m. Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- WED., NOV. 22** 2:30 p.m. Rolling Hills Community Services Region Governance Board Meeting
- THU., NOV. 23** 11:00 a.m. Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., NOV. 27** 6:00 p.m. Zoning Commission Meeting, First Floor Boardroom
- FRI., DEC. 1** 8:30 a.m. SIMPCO Regional Policy & Legislative Affairs Committee – Tri-State Legislative Forum
- MON., DEC. 4** 6:00 p.m. Board of Adjustment meeting, First Floor Boardroom
- WED., DEC. 6** 10:00 a.m. Loess Hills Alliance Stewardship Committee Meeting, Pisgah, Iowa
- 11:00 a.m. Loess Hills Alliance Executive Meeting
- 1:00 p.m. Loess Hills Alliance Full Board Meeting
- 4:45 p.m. Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., DEC. 13** 8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
- 12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
- THU., DEC. 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
- FRI., DEC. 15** 12:00 p.m. Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- WED., DEC. 20** 12:00 p.m. Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., DEC. 21** 4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue

**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.*

## NOVEMBER 7, 2023, FORTY-FIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 7, 2023, at 3:15 p.m. Board members present were Nelson, Ung, Bittinger II, Radig, and Taylor. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Finance and Budget Director, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

Motion by Ung second by Nelson to go into a closed joint session with the law enforcement authority per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

Motion by Ung second by Nelson to go out of a closed joint session with the law enforcement authority per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

Motion by Ung second by Nelson to go into closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

Motion by Taylor second by Nelson to go out of closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote.

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

1. Motion by Ung second by Taylor to approve the agenda for November 7, 2023. Carried 5-0. Copy filed.

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

2. To approve minutes of the October 31, 2023 meeting. Copy filed.

3. To approve the claims totaling \$943,110.66. Copy filed.

4a. To approve the permit to work in the right of way for SBT Foods/RP Constructors. Copy filed.

5a. To approve the separation of Heidi Reising, Deputy Sheriff, County Sheriff Dept., effective 11-01-23. Resignation.; the appointment of Jesse Rayevich, Motor Grader Operator, Secondary Roads Dept., effective 11-15-23, \$26.93/hour. Job Vacancy Posted 8-30-23. Entry Level Salary: \$26.93/hour.; the separation of Douglas Shupe, District Foreman, Secondary Roads Dept., effective 12-31-23. Retirement; and the separation of Benjamin Kusler, Assistant to the County Engineer, Secondary Roads Dept., effective 12-31-23. Retirement. Copy filed.

5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for District Foreman, Secondary Roads Dept. Wage Plan: \$2,859.52-\$3,056.66/bi-weekly. Copy filed.

5c. To approve the 2024 Delta Dental renewal. Copy filed.

Carried 5-0.

6. Mark Nahra, Secondary Roads, receiving of the 2023 National Lifetime Pavement Recognition Award. Copy filed.

7. Chris McGowan, Siouxland Chamber of Commerce, addressed the board regarding hiring legal counsel.

Motion by Taylor second by Nelson to hire John Templar, Jr. as outside legal counsel regarding the Law Enforcement Center project pending an engagement letter to be created with a unified approach by the board members. Carried 5-0.

Ron Weick, Law Enforcement Authority, addressed the board regarding working together with the County Board of Supervisors regarding the LEC project and potential litigation.

8a. Motion by Taylor second by Bittinger to authorize \$1,340 from gaming revenues to highlight and support veterans and their families during the month of November. Carried 5-0. Copy filed.

- 8b. Motion by Taylor second by Radig to receive for signatures a Resolution for Veterans. Carried 5-0.

**RESOLUTION #13,679**  
**WOODBURY COUNTY RESOLUTION FOR VETERANS**

WHEREAS, the residents of Woodbury County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Woodbury County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Woodbury County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Woodbury County hereby declares the month of November and especially Veterans Day, November 11<sup>th</sup> 2023 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Woodbury County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 7th through the 30th, 2023.

BE IT RESOLVED this 7<sup>th</sup> day of November 2023.  
 WOODBURY COUNTY BOARD OF SUPERVISORS  
 Copy filed.

- 9. Motion by Ung second by Taylor to approve placing links of the LEC Authority public meeting recordings for public access on the Woodbury County Website. Carried 5-0. Copy filed.
- 10. Reports on committee meetings were heard.
- 11. There were no citizen concerns.
- 12. Board concerns were heard.

The Board adjourned the regular meeting until November 14, 2023.

Meeting sign in sheet. Copy filed.

State of Iowa  
Affidavit of Candidacy

Candidate's Name (exactly as it should appear on the ballot – no titles, parentheses, or quotes)  
TOMAS H PETERSEN III

Candidate's Name Sounds Like (phonetic spelling): \_\_\_\_\_

Office Sought: KEORON TRUSTEE Distr \_\_\_\_\_

Vacancy – Is the candidate running to fill a vacancy due to the death, resignation, removal, or temporary appointment of an office holder?

Type and Date of Election:

- Primary on \_\_\_/\_\_\_/\_\_\_
- General on \_\_\_/\_\_\_/\_\_\_
- City/School on \_\_\_/\_\_\_/\_\_\_
- Special on \_\_\_/\_\_\_/\_\_\_

Candidate's Affiliation (only complete for partisan offices or Ch. 44 city nominations):

- Democratic
- Republican
- Not affiliated with any organization
- Name of Non-Party Political Organization: \_\_\_\_\_  
No more than 5 words and

Candidate's Home Address:

PO BOX 214 ANTHON IA 51004 WOODBURY  
Street (no P.O. boxes) City State Zip County

Candidate's Mailing Address (if different than above):

Street City State Zip County

Candidate's Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am elected, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

I know that I am required to organize a candidate's committee, which shall file an organization statement and disclosure reports if I (or my committee) receive contributions, make expenditures, or incur indebtedness in excess of \$1,000 in a calendar year for the purpose of supporting my candidacy for public office. (This does not apply to candidates for federal office.)

I know that I cannot be a candidate for more than one office to be filled at this election, except as otherwise provided by law.

Candidate's Signature: X Thomas H. Petersen III  
Must be signed in the presence of a notary.

PATRICK F. GIL  
WOODBURY COUNTY  
AUDITOR RECORDER  
COMMISSIONER OF ELECTIONS  
2023 NOV -3 PM 2:30

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Signed and sworn (or affirmed) before me on date of: \_\_\_\_\_

By: \_\_\_\_\_  
Print Candidate's Name

Notary Signature: \_\_\_\_\_, Notary Public or authorized notary under §9B.10

We appointed  
Tomas H Petersen III  
to replace Larry  
Wink who died.  
Please send  
6 meeting forms  
for Tomas

# HUMAN RESOURCES DEPARTMENT

## MEMORANDUM OF PERSONNEL TRANSACTIONS

**DATE:** November 14, 2023

**\* 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
Collins, Devin	County Sheriff	1-01-22	Sheriff Reserve Deputy			S	Separation.
Butler, Seth	County Sheriff	11-27-23	Deputy Sheriff	\$32.71/hour	16%=\$4.57/hr	R	Per CWA Deputy Sheriff Contract agreement, from Class 2 to Class 1.
Perez-Ariza, Adair	County Treasurer	11-27-23	Clerk II	\$20.52/hour	4.9%=\$.97/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 2 to Grade 3/Step 3.

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

**MELISSA THOMAS, HR DIRECTOR:** Melissa Thomas HR Director



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

Date: 11/08/2023 Weekly Agenda Date: 11/14/2023

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

**WORDING FOR AGENDA ITEM:**

Approval for the Vice-Chair to sign the 2024 Wellmark renewal.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The paperwork for renewal of our medical plan is being submitted for signature.

**BACKGROUND:**

Renewal of the medical plan is an annual event (January 1). The attached paperwork lays out the rates and benefits for the upcoming calendar year. The changes to the plan include incorporating a prescription drug discount card program and the requirement of a personal care physician for members of the HMO plan.

**FINANCIAL IMPACT:**

This years administrative fees have increased \$224,773 which is mainly attributed to an increase in stop loss fees.

**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:**

Accept the renewal paperwork and provide the necessary signatures

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the renewal of Woodbury County's medical plan



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

FOR ADMINISTRATIVE USE ONLY
New Group: Group #
Coverage Effective Date: / /

CONFIRMATION OF MSP ADDENDUM

ALL NEW AND RENEWAL GROUPS ARE REQUIRED TO SUBMIT A COMPLETED FORM. FAILURE TO SUBMIT A COMPLETED FORM WILL DELAY THE INITIAL ENROLLMENT OR RENEWAL PROCESS UNTIL THIS FORM IS SUBMITTED.

Part A - Employer Information

Please complete a separate confirmation form for each Employer Tax Identification Number you use to report employee earnings to the Internal Revenue Service (IRS). See the Medicare Secondary Payer Definitions page (M-1756) for more information on terms shown in italics.

Employer Tax Identification Number: 4 2 6 0 0 5 2 2 1
Group Number (Renewing Groups Only): XA117-0001,0003,0004,0005,0006,0007,0009,0010,0011,0013,0014,0015,0016,
Employer Name: Woodbury County 0017,0018,0019,0020,0021,0022,0023,0024,0025,0026,0027,0028,0030,0031,0032,
Employer Address: 620 Douglas 0033,0034,0035,0036,0050,0051,0060,0061,0062,0063,1064,1065,1066,1069,1070
City: SiouxCity State: IA Zip: 51101
Contact Person: Melissa Thomas 1071,1072,DBR1, DBR2
Telephone Number: 712-279-6480 E-mail Address (optional): melissathomas@woodburycountyiow

- 1. Did your organization make contributions on behalf of any employee who was covered under a collectively bargained Health and Welfare Fund (i.e., union plan) during the previous calendar year?
2. Did you have 20 or more employees for 20 or more calendar weeks (this includes all full-time, part-time, intermittent, leased and/or seasonal employees, not just those eligible or enrolled employees) during the previous or current calendar year?
3. Did you have 100 or more employees during 50 percent of your business days (this includes all full-time, part-time, intermittent, leased and/or seasonal employees, not just those eligible or enrolled employees) during the previous calendar year?
4. Did your organization participate in a multi or multiple employer group health plan (more than one employer in group, i.e., Multiple Employer Welfare Association) during the previous calendar year?
5. Was your organization part of a commonly owned or commonly controlled group of organizations during the previous calendar year?

Part B - Employer Certification

I certify that the information provided is accurate and truthful. All information will be used to identify the Medicare Secondary Payer status of Medicare-enrolled employees.

Signature Date

Table with 4 columns: Send completed MSP form based on following, IA & SD Large Groups (new or renewal), IA & SD Small Groups (new or renewing with benefit changes), IA Small Groups renewing with no benefit change - send this form to: Wellmark, Inc., SD Small Groups renewing with no benefit change, Send this completed MSP form to: Wellmark, Inc.



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## Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2024 to 12/31/2024

Current Benefit Offerings	Current Enrollment	Stop Loss Terms
OBS #189438-111 / 189438-112 (MV1)	85 Single	Contract: 84/12
Alliance Select	256 Family	Monthly Aggregate Option: No
Deductible: \$250 / \$500		Payment Terms: Actual Weekly
Coinsurance: 10% / 20%		
OPM: \$750/\$1,250	341 Total	
Office Visit Copay: \$20		
BlueRx Complete		
Deductible: \$250/\$500		
Copay: \$6/\$25/\$50		
Coinsurance: 20%/20%/20%		

	Level	Fee/Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	\$100,000	\$175.32	\$717,409
Aggregate Stop Loss	125%	\$4.86	\$19,887
Administrative Fees - Health	w/weekly settlement	\$47.59	\$194,738
Administrative Fees - PBM		\$1.10	\$4,501
Consultant Fee		\$0.00	\$0
Total Administrative Fees		\$228.87	\$936,536
Network Access Fee		\$10.21	\$41,779

	Single	Family	Annual Projection
Expected Claims	\$814.05	\$2,035.13	\$7,082,250
Admin, NAF & Stop Loss Fees	<u>\$113.69</u>	<u>\$284.22</u>	<u>\$989,088</u>
Estimated Suggested Rates*	\$927.74	\$2,319.35	\$8,071,338
Attachment Points	\$1,017.57	\$2,543.93	\$8,852,874
Admin, NAF & Stop Loss Fees	<u>\$113.69</u>	<u>\$284.22</u>	<u>\$989,088</u>
Estimated Max Liability to Fund*	\$1,131.26	\$2,828.15	\$9,841,962

\*Actual results may vary. Also, rates provided include administrative costs based on the entire group population.  
 Individual Stop Loss includes coverage for Health and Drug and is based on a lifetime maximum of unlimited.  
 Aggregate Stop Loss includes coverage for Health and Drug. The maximum Aggregate reimbursement is unlimited.

Employer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:



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## Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2024 to 12/31/2024

### Minimum Value Assessment

**MV1: Benefit MEETS minimum value requirements**

**MV2: Benefit DOES NOT MEET minimum value requirements**

**MV3: Benefit CANNOT BE CERTIFIED by Wellmark**

Employer or group health plan is solely responsible for establishing employee compensation and employee health plan contribution amounts. When Minimum Value Assessment does not meet requirements or cannot be certified, the employer or group health plan must offer an alternative plan option to its eligible employees which meets minimum value requirements. Failure to offer a plan option that meets minimum value may result in penalties under 26 U.S.C. §4980H of the Internal Revenue Code. The Employer or group health plan is solely responsible for any penalties arising from the failure to offer minimum essential coverage that meets both minimum value and affordability requirements. Wellmark makes no representations regarding plan affordability or the eligibility of employees or related individuals for premium tax credits under 26 C.F.R. § 1.36B-2.

Consultant fee, if applicable, is an amount determined by the consultant and employer, and included here for the convenience of the employer to understand the total cost of services from Wellmark and the consultant. The consultant fee will be invoiced by Wellmark pursuant to agreement between Wellmark, Employer and Consultant.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.

Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.

The subrogation and third-party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. For subrogation or third-party liability cases initiated during the Rating Period, the subrogation/third-party liability recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark's agreement with the subrogation and third-party liability recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any subrogation or third-party liability recovery amount obtained by the vendor on behalf of the Account during that time period will be provided to Account without application of the vendor service fee.



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Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2024 to 12/31/2024

Current Benefit Offerings	Current Enrollment	Stop Loss Terms
OBS #189438-113 / 189438-114 (MV1)	14 Single	Contract: 84/12
Wellmark Blue HMO	19 Family	Monthly Aggregate Option: No
Deductible: \$250 / \$500		Payment Terms: Actual Weekly
Coinsurance: 10%		
OPM: \$750/\$1,250	33 Total	
Office Visit Copay: See OBS		
BlueRx Value Plus		
Deductible: \$250/\$500		
Copay: \$6/\$25/\$50		
Coinsurance: 20%/20%/20%		

	Level	Fee/Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	\$100,000	\$175.32	\$69,427
Aggregate Stop Loss	125%	\$4.86	\$1,925
Administrative Fees - Health	w/weekly settlement	\$47.59	\$18,846
Administrative Fees - PBM		\$1.10	\$436
Consultant Fee		\$0.00	\$0
Total Administrative Fees		\$228.87	\$90,633
Network Access Fee		\$10.21	\$4,043

	Single	Family	Annual Projection
Expected Claims	\$716.72	\$1,791.81	\$528,942
Admin, NAF & Stop Loss Fees	<u>\$113.69</u>	<u>\$284.22</u>	<u>\$83,902</u>
Estimated Suggested Rates*	\$830.41	\$2,076.03	\$612,844
Attachment Points	\$895.91	\$2,239.78	\$661,183
Admin, NAF & Stop Loss Fees	<u>\$113.69</u>	<u>\$284.22</u>	<u>\$83,902</u>
Estimated Max Liability to Fund*	\$1,009.60	\$2,524.00	\$745,085

\*Actual results may vary. Also, rates provided include administrative costs based on the entire group population.  
 Individual Stop Loss includes coverage for Health and Drug and is based on a lifetime maximum of unlimited.  
 Aggregate Stop Loss includes coverage for Health and Drug. The maximum Aggregate reimbursement is unlimited.

Employer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:



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## Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2024 to 12/31/2024

### Minimum Value Assessment

**MV1: Benefit MEETS minimum value requirements**

**MV2: Benefit DOES NOT MEET minimum value requirements**

**MV3: Benefit CANNOT BE CERTIFIED by Wellmark**

Employer or group health plan is solely responsible for establishing employee compensation and employee health plan contribution amounts. When Minimum Value Assessment does not meet requirements or cannot be certified, the employer or group health plan must offer an alternative plan option to its eligible employees which meets minimum value requirements. Failure to offer a plan option that meets minimum value may result in penalties under 26 U.S.C. §4980H of the Internal Revenue Code. The Employer or group health plan is solely responsible for any penalties arising from the failure to offer minimum essential coverage that meets both minimum value and affordability requirements. Wellmark makes no representations regarding plan affordability or the eligibility of employees or related individuals for premium tax credits under 26 C.F.R. § 1.36B-2.

Consultant fee, if applicable, is an amount determined by the consultant and employer, and included here for the convenience of the employer to understand the total cost of services from Wellmark and the consultant. The consultant fee will be invoiced by Wellmark pursuant to agreement between Wellmark, Employer and Consultant.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.

Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.

The subrogation and third-party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. For subrogation or third-party liability cases initiated during the Rating Period, the subrogation/third-party liability recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark's agreement with the subrogation and third-party liability recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any subrogation or third-party liability recovery amount obtained by the vendor on behalf of the Account during that time period will be provided to Account without application of the vendor service fee.



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## ACCOUNT INFORMATION AND BINDER AGREEMENT

<u>WOODBURY COUNTY</u>	<u>1/1/2024</u>	<u>00017570</u>	<u>0000XA117</u>
Account Legal Name	Effective Date	Account Key	Group Number

### Physical Address

<u>WOODBURY COUNTY COURTHOUSE</u>	<u>620 DOUGLAS ST RM 701</u>	
Address Line 1	Address Line 2	
<u>SIoux CITY</u>	<u>IA</u>	<u>51101-1254</u>
City	State	Zip

### Health Care Management Services

<u>Self Funded</u>
See Attached Rate Exhibit

*This Large Group Account Information and Binder Agreement ("Binder Agreement") serves solely as evidence of Wellmark's agreement to provide the health insurance coverage or administrative services and to provide services for any applicable stop loss insurance coverage indicated above. The Account agrees to the terms and payment obligations stated herein and agrees to pay Wellmark the applicable rates, administrative fees, and/or stop loss premium stated in the attached documentation. Execution of the Binder Agreement by the Account authorizes Wellmark to implement the administration of this coverage including the processing and settlement of claims for members of the Account's group health plan incurred within the Rating Period stated in the attached Rating Exhibit. On or about the effective date of coverage, Wellmark shall issue and execute a definitive agreement which may be a Group Insurance Policy, Administrative Services Agreement and or Stop Loss Policy, depending on the nature of the group health plan. The definitive Agreement will set forth the rights and responsibilities of Wellmark and the Account. Account's payment to Wellmark of the applicable fees as of the effective date is evidence of Account's agreement to the terms specified in the definitive agreement.*

*Signatures on this Binder Agreement confirm that the Binder Agreement and the subsequent definitive agreement are issued for delivery in either Iowa or South Dakota, as applicable. Account understands and agrees that Wellmark defines a National Account as any company headquartered in Wellmark's service area of Iowa or South Dakota but which also has employees working at locations in other states whose claims are processed through the Blue Cross and Blue Shield Association's Blue Card program. If the Account is not headquartered in Wellmark's service area, coverage may be limited to employees associated with Account locations in Wellmark's service, and coverage will be void for any persons associated with Account locations outside Wellmark's Service Area unless express consent is obtained from the local Blue Cross or Blue Shield licensee.*

*Account acknowledges and agrees that it has reviewed and approved this Binder Agreement and all attachments. Account acknowledges Wellmark will rely on the information contained in this Binder Agreement, and all of the attachments hereto, including but not limited to the SBC Employer Data Form, Medicare Secondary Payer Addendum, Rate Exhibits, Health and Care Management rates, Online Benefit Summary (OBS), COBRA Agreements, representations of grandfathered status and any performance guarantee information. Account represents to Wellmark that the information contained herein is correct.*

*This Binder Agreement shall expire upon Wellmark's issuance and execution of the definitive agreement (either the Group Insurance Policy, or Administrative Services Agreement and Stop Loss Policy, if applicable), EXCEPT that any COBRA Agreements, Health and Care Management Programs/Services Rating Exhibit, will remain in effect and become a part of the definitive agreement. It is understood that the Wellmark may continue to rely on the designations of individuals and authorizations made herein until the Account withdraws such designations or authorizations or provides updated designations and authorizations. It is understood and agreed that the terms and conditions of the definitive agreement and benefits document(s) issued by Wellmark to the Account, and the terms and conditions of the definitive stop loss policy issued by stop loss carrier, if any, shall govern and control the terms stated in this Binder. Any inconsistency between this Binder Agreement, including attachments, and any subsequently issued definitive agreement(s) shall be construed in favor of the subsequently issued definitive agreement. This Binder Agreement shall be governed in accordance with Iowa Law.*

**ACCOUNT:**

Jeremy Taylor

By (sign here)

Printed Name

Vice-Chair, Board of Supervisors

Title

Date





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## ACCOUNT INFORMATION AND BINDER AGREEMENT

<u>WOODBURY COUNTY</u>	<u>1/1/2024</u>	<u>00017570</u>	<u>0000XA117</u>
Account Legal Name	Effective Date	Account Key	Group Number

### Physical Address

<u>WOODBURY COUNTY COURTHOUSE</u>	<u>620 DOUGLAS ST RM 701</u>	
Address Line 1	Address Line 2	
<u>SIoux CITY</u>	<u>IA</u>	<u>51101-1254</u>
City	State	Zip

### Billing Address (if different than physical address)

Alternate Location       3rd Party Billing Service *(If checked, account acknowledges the Wellmark Group Statement or premium invoice, delivered periodically to any third party service provider, can be viewed by account, by registering for electronic billing at Wellmark.com.)*

<u>WOODBURY COUNTY COURTHOUSE</u>	<u>620 DOUGLAS ST RM 701</u>	
Address Line 1	Address Line 2	
<u>SIoux CITY</u>	<u>IA</u>	<u>51101-1254</u>
City	State	Zip

### Authorized Health Plan Representatives

An authorized health plan representative is an employee of the **Account** (not the Producer) who is authorized to request and receive the minimum necessary protected health plan information about the group health plan's members in order to perform their day-to-day job functions of administering benefits for participants of the plan. The following individual employees are authorized health plan representatives.

1/1/2024  
Effective Date

Name	Title	Email	Phone
<u>Lisa Anderson</u>	<u>HR Secretary</u>	<u>LISAANDERSON@wo odburycountyio w.a.gov</u>	<u>712-279-6486</u>

## Authorized Health Plan Representatives (continued)

Name	Title	Email	Phone
Melissa Thomas	HR Director	melissathomas@woodburycountyio.wa.gov	712-234-2900
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## Producer Designation

### No Producer Designated

Account requests that Wellmark recognize the following individual and firm as the designated employee benefits and insurance producer.

\_\_\_\_\_  
Designation of Producer Effective Date

\_\_\_\_\_  
Primary Producer Name

\_\_\_\_\_  
Producer Firm Name

\_\_\_\_\_  
Producer Number

\_\_\_\_\_  
Producer Firm Address 1

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Primary Contact Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

## Authorization to Release Group Health Plan Information and Protected Health Information to Consultant

By signing below, the Employer hereby authorizes and directs Wellmark, Inc. to disclose to the above, designated Consultant certain group health plan information and Protected Health Information regarding participants in the employer-sponsored group health plan for the purpose of the Consultant's administration of the Employer's group health plan. The Employer authorizes Wellmark to disclose such information via secure online access through Wellmark's website, including the following website applications which contain information the Employer considers necessary to provide to the Consultant in order to conduct operations of the Employer's group health plan:

- Member Maintenance/Update Member Information
- Employer Reports
- Update Other Insurance Information/Coordination of Benefits
- Check Claims Status
- eBilling Services
- Eligibility Verification Benefits Information (EVBI)

Yes, I authorize my Consultant to access this information.

*By signing below, the Employer authorizes Wellmark to provide the Consultant access to this information on an ongoing basis without further authorization. The Employer represents and agrees that 1) The Consultant is considered a Business Associate of the Employer, not Wellmark, Inc., 2) The information to be disclosed is considered confidential, 3) The Consultant has provided satisfactory assurance to the Employer that the Consultant will properly safeguard and not further disclose the information, 4) Wellmark shall not be liable or responsible for any misuse or wrongful disclosure of such information by the Employer or its Consultant, 5) The Employer agrees to indemnify and hold Wellmark harmless from and against any claim, cause of action, liability, damage, cost or expense, including attorney's fees and court or proceeding costs, arising out of, or in connection with, any misuse or wrongful disclosure of the information by the Employer, or its Consultant. The Employer acknowledges that the Consultant will be required to agree to Wellmark's website terms and conditions upon registering for access to such information.*

## Producer Designation (continued)

No, I do not authorize my Consultant to access this information.

### Secondary Consultant

There is no secondary consultant on file. You may add one below.

Secondary Consultant Name	Email Address	Phone
_____	_____	_____

## Authorization to Release Protected Health Information for Third-Party Explanation of Benefits

Not Applicable

### General Account Information

Michelle Moon	00000146
Wellmark Account Manager	Rep ID#

August	July	WCX
Contact Month	Plan Year Month	Unique Alpha Prefix

Wellmark IS the Exclusive Carrier

Blues Enroll
Enrollment Method

### Open Enrollment Period\*

*\*Enrollment Period is the period in which employees can enroll within a plan or plans, and/or when written application materials are provided to employees, if sooner.*

The account will hold an open enrollment:  YES  NO

If YES, fill in open enrollment period dates:

November 1	November 30
Starting date	Ending date

### Funding Arrangement

This self-funded account will be developing our own SBCs to distribute. (If you modify or opt out of using the standard, Wellmark-provided SBCs, please be aware that Wellmark will not be able to retain or distribute your customized SBCs to your employees.)

Self Funded	Wellmark	24/12
Funding Arrangement	Stop Loss Carrier	Stop Loss Terms/Lines of Business

Terminal Rider applies:  YES  NO (If yes, Signed exhibit page attached.)

## General Account Information (continued)

Value Based Program elected :  YES  NO

### Product

Health  Pharmacy  Dental

A group health plan may designate a state benchmark plan other than Iowa or South Dakota for purpose of determining compliance with essential health benefit (EHB) requirements.

Benchmark Exception for EHB?  YES  NO If yes, list State \_\_\_\_\_

## Guarantees

Not Applicable

## Health Care Management Services

Self Funded \_\_\_\_\_

See Attached Rate Exhibit

## Representation of Grandfathered Status under the Affordable Care Act

Grandfathered status may be maintained if changes to benefits and/or employer contributions do not significantly increase member's cost share. Grandfathered status may be maintained if the employer contribution does not decrease more than 5 percentage points for any contract type (i.e. Single/Family) within a plan (per OBS#), as compared to 3/23/2010 contribution level. Decreasing the employer contribution to a "grandfathered" group plan by more than 5% below the contribution rate on 3/23/2010 will result in a loss of grandfathered status. This applies for any contract type within any benefit plan. Account agrees to provide Wellmark at least 60 days advance, written notice of any change in the employer contribution that exceeds 5%. Account represents to Wellmark that the information contained in the below chart, which will be used in determining grandfathered status, is accurate for each of the plans listed. If the account Partial Self Funds, the group also attests that the grandfathered status is accurate for each of the plans listed in regard to both benefits and contribution levels.

Yes  No

Grandfathered Benefit Plan(s)	OBS #: Health Rx	Single Contract Contribution Level (or One person, if applicable)		Family Contract Contribution Level (or One person, if applicable)		Emp/Spouse Contract Contribution Level (or One person, if applicable)		Emp/Child(ren) Contract Contribution Level (or One person, if applicable)	
		Renewal or plan year:	3/23/2010	Renewal or plan year:	3/23/10	Renewal or plan year:	3/23/10	Renewal or plan year:	3/23/10

## COBRA

Not Applicable

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**ACCOUNT:**

	Jeremy Taylor
By (sign here)	Printed Name
Vice-Chair, Board of Supervisors	
Title	Date

**For Internal Use Only**

IA	Renewal-No Benefit Change
----	---------------------------

Notes

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

Date: 11/8/2023 Weekly Agenda Date: 11/14/2023

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

**WORDING FOR AGENDA ITEM:**

Consideration of permit to work in the right of way for installation of underground electric in county right of way

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Dan Lee has applied for a permit to allow the placement of an underground electric line and water line within county right of way on Benton Avenue.

**BACKGROUND:**

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

**FINANCIAL IMPACT:**

No financial impact to the county.

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

Yes  No

**RECOMMENDATION:**

Recommend approval of the permit for Dan Lee.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the underground utility permit for Dan Lee and to direct the chair to sign the permit.

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

REQUEST BY APPLICANT:

Name DANIEL G LEE Highway NEAR D51 + BENTON
Address 1405 260TH ST Township LIBERTY
City of SAUX
Office Phone 712-490-8654 Local Phone Section: 1/4 of 1/4 Sec
Type of Utility Installation WATER/ELECTRIC T N, R W
Plans Prepared By DANIEL G LEE / HELIX ELECTRIC / MID AM Copy Enclosed [X] Yes [ ] No
Map Showing Location Enclosed [X] Yes [ ] No
Utility Location is [X] cross right-of-way [ ] parallel to right-of-way
[ ] overhead [X] underground

Proposed Method of Installation

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

Estimated Starting Date 11-20-2023 Estimated Restoration Date 11-21-2023

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 [Signature] Title owner
(Signature of Authorized Utility Representative) Date 11-8-2023

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 \_\_\_\_\_ Title \_\_\_\_\_
(Signature of Woodbury County Board Chairman) Date \_\_\_\_\_

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

Other Special Provisions:

Permit Provisions and Conditions of Issuance

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

Approved 1/19/99

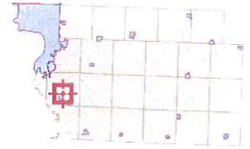
Thank you! [Signature]

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.



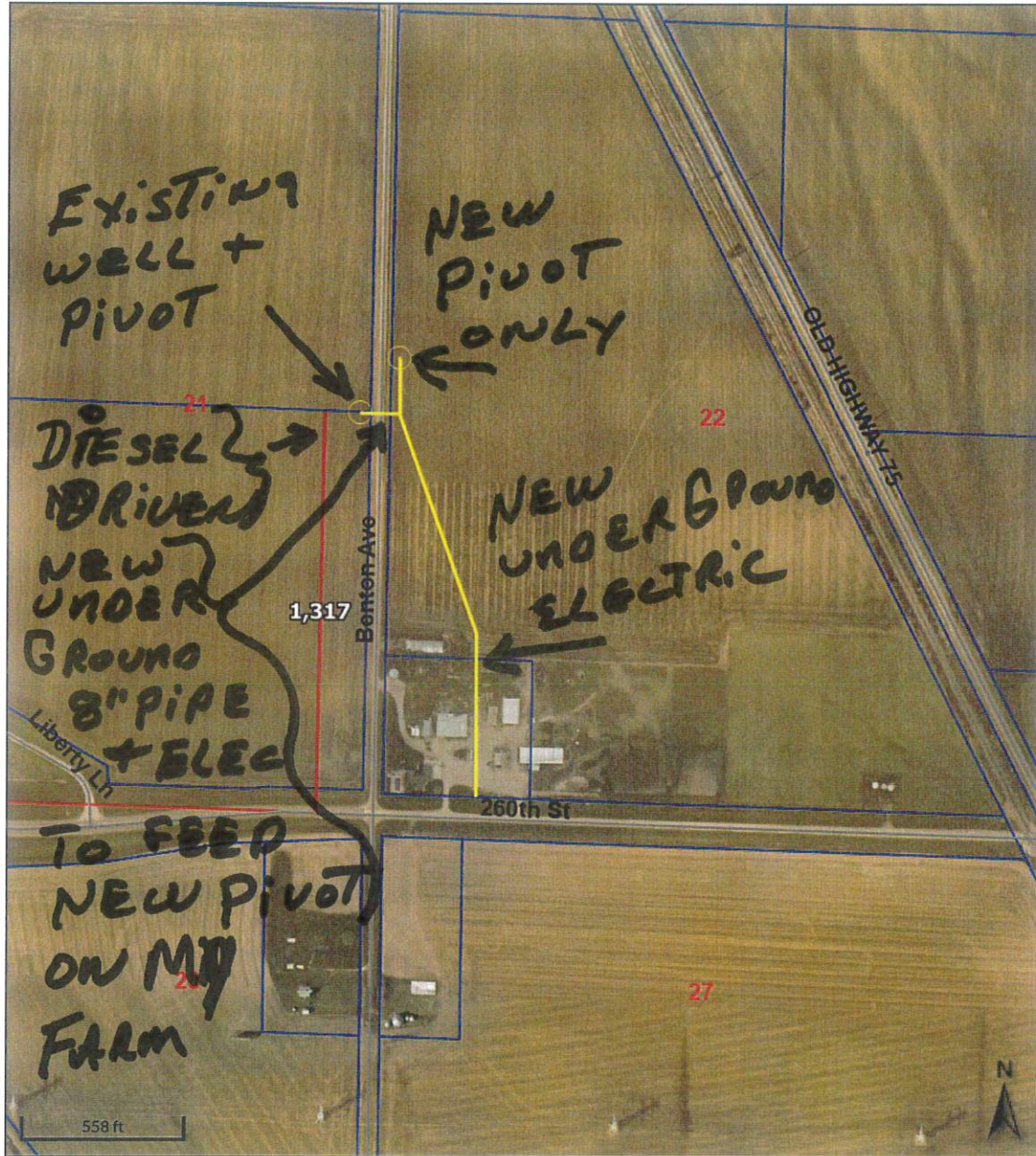


Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels



Thanks  
much!  
Dan  
PWW

712-490-8654

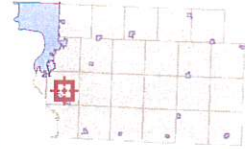
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 GEOSPATIAL

Jon + I would like to

SHARE IN THE IRRIGATION REQUIRED FOR THESE  
 2 FARMS. HE HAS A WELL WITH NO ELECTRIC  
 I HAVE ELECTRIC + NO WELL. I AM ASKING RESPECTFULLY  
 FOR PERMIT TO BURY THE WATER + ELECTRIC UNDER THE ROAD  
 5 FT DEEP - ALL WORK WILL BE DONE RIGHT BECAUSE I DRIVE THAT ROAD MYSELF!!



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

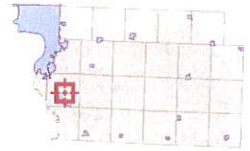
Parcel ID	874722300001	Alternate ID	760910	Owner Address	LEE DANIEL G & BARBARA J
Sec/Twp/Rng	22-87-47	Class	A		1405 260TH ST
Property Address		Acreage	76.32		SALIX, IA 51052
District	0043				
Brief Tax Description	EX W524' S524' W OF RR SW1/4				
	(Note: Not to be used on legal documents)				

Date created: 11/8/2023  
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Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID	874721400008	Alternate ID	n/a	Owner Address	OEHLEKING BARBARA REV.TRUST
Sec/Twp/Rng	21-87-47	Class	A		BOX 168
Property Address		Acreage	35.28		SERGEANT BLUFF, IA 51054
District	0043				
Brief Tax Description	LIBERTY TOWNSHIP SE SE OF 21-87-47 (EX ROAD ROW)				
	(Note: Not to be used on legal documents)				

Date created: 11/8/2023  
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**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**

Date: 11/08/2023

Weekly Agenda Date: 11/14/2023

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Matthew Ung / Dennis Butler

**WORDING FOR AGENDA ITEM:**

Approval of reallocating \$941,000 ARPA Funds Standard Allowance to the LEC in order to assist in the completion of the new facility

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The new Law Enforcement Center is nearing completion. Due to unforeseen additional work, above and beyond what was originally anticipated at the start of the project, there is a need to reallocate \$941,000 standard allowance from ARPA Funds to the Law Enforcement Center project.

**BACKGROUND:**

On January 18, 2022 the Board of Supervisors approved state and local fiscal recovery funds according to the Department of the Treasury's final rule to appropriate the intention of funds of up to \$10,000,000 to be used for funding assistance at the Law Enforcement Center.

On September 23, 2023 the Board of Supervisors approved to reduce the ARPA standard allowance to the new Law Enforcement Center from \$10,000,000 to \$9,059,000, accounting for the previous FY23 CIP transfer of \$941,000 funding for FF&E.

**FINANCIAL IMPACT:**

Reallocating \$941,000 standard allowance.

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

Yes  No

**RECOMMENDATION:**

Approve the reallocation of \$941,000 standard allowance to the Law Enforcement Center to assist in project completion.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to approve reallocation of \$941,000 standard allowance to the Law Enforcement Center project to assist in the completion of the project.

## Dennis Butler

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**From:** Jason Comisky <jcomisky@Ahlerslaw.com>  
**Sent:** Monday, November 6, 2023 5:08 PM  
**To:** Dennis Butler  
**Cc:** ron wieck  
**Subject:** Woodbury County LECA  
**Attachments:** AG Opinion (02274605x7F7E1).pdf; Authority (28) - Executed Legal Opinion (01785114x7F7E1).pdf; Authority - Executed Legal Opinion (01966213x7F7E1).pdf

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Dennis,

Per our call this morning and our follow up call this afternoon, we attach copies of the opinions that we gave as bond counsel to the Woodbury County Law Enforcement Center Authority (dated as of the date each series issued). The March 3, 2020 election authorized the Authority to issue its Law Enforcement Facility Revenue Bonds in an amount not exceeding \$50,300,000. On October 28, 2020, the Authority issued Taxable Law Enforcement Facilities Revenue Bonds, Series 2020, in the amount of \$25,300,000. On November 17, 2021, the Authority issued Law Enforcement Facilities Revenue Bonds, Series 2021, in the amount of \$25,000,000.

We also attach a copy of an Attorney General Opinion which addresses the question of whether the County may transfer funds from the General Fund to the Authority. In short, the AG concludes that the County may make such transfer if the Board of Supervisors deems it proper and appropriate in aiding the Authority to effectuate its purpose. In addition, Iowa Code Section 346.27(9)(j) specifically states that the Authority may "...accept donations, contributions, capital grants, or gifts from individuals, associations, municipal and private corporations, and the United States, or any agency or instrumentality thereof, and to enter into agreements in connection therewith."

Sincerely,

Jason L. Comisky  
SHAREHOLDER



Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: (515) 246-0337 | Fax: (515) 243-2149

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

Date: 1/11/2022

Weekly Agenda Date: 1/18/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Matthew Ung

**WORDING FOR AGENDA ITEM:**

Approval to elect the \$10 million standard allowance permitted by the U.S. Treasury's ARPA Final Rule, and appropriating that \$10 million to completely fund the Law Enforcement Center and Administration Departments within the budget of the Sheriff's Office for Fiscal Year 2022-2023

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

On January 6, the U.S. Treasury published the long-awaited 437-page Final Rule regarding the State & Local Fiscal Recovery Fund (SLFRF) established under the American Rescue Plan Act (ARPA). I read it. Pages 239-243 lays out Treasury's rationale for allowing a one-time \$10 million "standard allowance" of recovery funds to be spent on government services.

The 44-page Overview states in bold on page 11, "Government services generally include ANY service traditionally provided by a government." It goes on to state "Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements."

Both the Overview and the Final Rule enumerate that government services may include "the provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)," and "General government administration, staff, and administrative facilities."

The Iowa State Association of Counties noted in an update: "The most significant piece of this final rule is the flexibility it gives local government."

**BACKGROUND:**

Here are some relevant excerpts from the Final Rule:

"The final rule delivers broader flexibility and greater simplicity in the program" (p. 6)

"The final rule offers a standard allowance for revenue loss of \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount for government services." (p. 7)

"Treasury does not pre-approve uses of funds; recipients are advised to review the final rule and may pursue eligible projects under it." (p. 8)

"recipients will be permitted to elect a fixed amount of loss that can then be used to fund government services. This fixed amount, referred to as the 'standard allowance,' is set at \$10 million total for the entire period of performance..... Treasury intends to amend its reporting forms to provide a mechanism for recipients to make a one-time, irrevocable election to utilize either the revenue loss formula or the standard allowance." (p. 240)

"To ease the burden on recipients and account for anomalous variations in revenue, as mentioned above, Treasury has incorporated a 'standard allowance' option into the final rule. A recipient may choose to use the standard allowance, which under the final rule is set at \$10 million, as an alternative to calculating revenue loss according to the formula described above." (p. 246)

"Treasury's decision to elect to allow a fixed amount of loss that can be used to fund 'government services' allows recipients the flexibility to use minimal administrative capacity on the calculation if desired. The decision also benefits recipients by allowing them to avoid expending administrative resources to determine how unique variations in revenue interact with the revenue loss formula." (p.392)

**FINANCIAL IMPACT:**

- 1) Woodbury County currently has \$10,013,663 in SLFRF.
- 2) To date, no ARPA funds have been spent.
- 3) FY23 (proposed) operating expenses for the LEC Correctional Facility (\$8,134,265) and Administration (\$1,883,258) currently amount to \$10,017,514.
- 4) Appropriating \$10 million to FY22-23 budget for the Law Enforcement Center and Sheriff's Administration will cause the entire \$10 million to be spent over the course of that fiscal year, rather than using local property tax revenues. If said two departments within the budget of the Sheriff's Office do not spend this amount by June 30, 2023 (or if their proposed budgets are reduced by board action), then for simplicity of focus, I recommend the remainder be spent on the Crime Prevention budget (\$114,951 proposed for FY23), as mentioned in the proposed motion.
- 5) In May 2022, Woodbury County will receive another \$10,013,663 in SLFRF. The appropriate use of these funds, at that time, will not be eligible under the same revenue loss standard allowance, because it would have already been used. Therefore, these funds will need to be spent according to the Final Rule within the three remaining eligible categories, which are "Support the COVID-19 public health and economic response", "Provide premium pay for eligible workers performing essential work", and "Invest in water, sewer, and broadband infrastructure." This includes capital expenditures that support an eligible COVID-19 public health or economic response. Certain activists vehemently opposed to the plan to use part of this funding for COVID-19 mitigating improvements to HVAC systems should sit down, take a deep breath, open page 14, and read, much to their chagrin, under "Enumerated eligible uses" the fateful phrase "Ventilation system installation and improvement."
- 6) It is reasonable to use the \$10 million standard allowance now rather than after the second \$10 million is received by Woodbury County, because I am told by the jail construction manager that funds to cover the construction bid coming in over budget will not be needed until later in 2023.

**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:**

This is the most logical way to efficiently, expeditiously, and simply spend our current \$10 million in ARPA funds. By spending these funds on operating expenses of the county jail, and the salaries of the brave and underappreciated members of law enforcement who spend their workdays exclusively with those convicted of breaking our society's laws, we are spending these funds not only within the largest part of the budget, but on a legally mandated, morally required, fundamental function of government. We are not spending these funds on pet projects or selfishly trying to gain the most political points by handing the dollars out piecemeal. Instead, we are prioritizing the safety and security of the entire community by funding the jail for the next fiscal year.

**ACTION REQUIRED / PROPOSED MOTION:**

- 1) Motion by Ung, second by \_\_\_\_\_, to elect the standard allowance of \$10 million to spend on government services, as permitted by the U.S. Treasury's ARPA Final Rule.
- 2) Motion by Ung, second by \_\_\_\_\_, to appropriate \$10 million from current Fiscal Recovery Funds towards the Law Enforcement Center Correctional Facility, Administration, and Crime Prevention department budgets within the budget of the Sheriff's Office for Fiscal Year 2022-2023.



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

Date: 8/31/2023

Weekly Agenda Date: 9/5/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler - Finance Director

**WORDING FOR AGENDA ITEM:**

Approval to reduce the ARPA standard allowance to the new Law Enforcement Center from \$10,000,000 to \$9,059,000, accounting for the previous FY23 CIP transfer of \$941,000 funding for FF&E

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

As the county has assumed the furniture, fixtures & equipment costs of \$941,000, the Board of Supervisors desires to reduce the standard deduction allocation from \$10,000,000 to \$9,059,000.

**BACKGROUND:**

On January 18, 2022, the Board of Supervisors passed by motion to allocate the standard deduction of \$10,000,000 using ARPA Funds to the Law Enforcement Center project. On December 6, 2022 the Board of Supervisors approved the furniture, fixtures & equipment expenditures from CIP Funds that would have come out of the standard deduction. Then on December 20, 2022 there was amendment #1 to the lease agreement to make this action official. After this was done, the board decided to use ARPA Funds for the FF & E.

**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

Approval to reduce the standard deduction of \$10,000,000 to \$9,059,000. This will account for the \$941,000 transfer of funding.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to reduce the \$10,000,000 standard deduction to \$9,059,000 which will account for the transfer of funding FF & E in the amount of \$941,000.

**Law Enforcement Center Project**  
**Financial Recap Summary**  
**November 9, 2023**

**Total Resources of Revenues:**

Voter Approved Bond Issue	50,300,000	
Bond Premium	4,060,414	
City of Sioux City Contribution	375,000	
Woodbury County - Site Prep	717,863	
ARPA Standard Deduction	9,059,000	
ARPA - New Facility Projects	4,200,000	
	68,712,277	
Total Sources of Revenues		68,712,277

**Total Expenditures & Obligations:**

Expenditures as of November 9, 2023	63,130,812	
*Contractuals Obligations still due	4,933,146	
	68,063,958	
Total Expenditures & Obligations		68,063,958

Funds Available for Completion of LEC Project

648,319

**\*Contractuals Obligations still due:**

Hausmann Contract	4,798,858	
Goldberg Contract	40,288	
Baker Group Contract	94,000	
	4,933,146	
Total Due		4,933,146

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

Date: 11/08/23 Weekly Agenda Date: 11/14/23

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Sheriff Chad Sheehan

**WORDING FOR AGENDA ITEM:**

Request 4 new correctional officers, and 2 new xray machines for security in the new LEC Building.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Request 4 new correctional officers, and 2 new xray machines for security in the new LEC Building.

**BACKGROUND:**

The Sheriffs Office has been asked by the Iowa State Courts to provide security at the entrance of the Courtrooms in the new LEC.

**FINANCIAL IMPACT:**

The request will be for approximately \$368,000, with \$30,000 of that request being for a new xray machine to replace the old machine that is be used in the District Courthouse.

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

Yes       No

**RECOMMENDATION:**

Approve the request.

**ACTION REQUIRED / PROPOSED MOTION:**

Approve the request.