



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(FEBRUARY 20) (WEEK 8 OF 2024)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held February 20, 2024, at 3:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

3:30 p.m. 1. Budget Review Discussion for FY 2025 Page
a. County Supervisors
1. Medical Examiner – G.B. 5
2. WCICC – G.B. 15-36
b. Juvenile Detention
1. Juvenile Detention Facility – G.S. 2-6
2. J.D. Federal Food Program – G.S. 7
c. Budget Director - Dennis Butler
1. Approval of increasing the allocation by \$200,000 in Self Liability Risk Management Services line item 0002-01-9200-000-46000
2. Approval of allocations to the Debt Service Fund to achieve a flat tax rate for FY25
3. Approval to raise tax revenues by raising the tax rate in General Supplemental which results in a flat tax rate for the General Fund
4. Approval of funding the Bearcat Crawler for the Sheriff's Office
a. Approval to use the unobligated CIP Funds on hand - \$205,398
b. Approval to use the unspent ARPA Funds leftover from the Sheriff's Tasers and Radio Project - \$110,000
c. Approval to use MRHD Grand and donations - \$69,602
d. Miscellaneous Review – All Funds
4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

Consent Agenda

Items 3 through 9 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

3. Approval of the minutes of the February 13, 2024 meeting
4. Approval of claims
5. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
 - c. Authorize the Chairman to sign the wage reopener agreement for FY25 with the Communications Workers of America, AFL-CIO Civilian Officers' CWA 7177
6. Siouxland District Health – Kevin Grieme
Approval of Michael List to the Siouxland District Board of Health
7. County Auditor – Patrick Gill
Receive County Recorder's Report of Fees Collected
8. County Treasurer – Tina Bertrand
Receive semiannual report for period ending 12/31/23
9. Board of Supervisors – Matthew Ung
Authorize Chairman to sign the letter submitted by the state medical examiner's office for the training from 2023

End Consent Agenda

10. Board of Supervisors – Matthew Ung
Receive letter from the Woodbury County Medical Examiner rescinding resignation notice Information
11. Veteran Affairs – Commissioners of Veteran Affairs
Approval of improvement request for executive director pay Action
12. Secondary Roads – Mark Nahra
Approval of a resolution to change the functional classification of roads within the MPO Boundary Action
13. Board of Supervisors – Jeremy Taylor
 - a. Approval to de-obligate \$150,000 from Building Services budget in support of the LEC Authority maintenance for FY 25 Action
 - b. Approval to reallocate \$150,000 to the new County Courthouse Long-Term CIP Fund Action
14. Reports on Committee Meetings Information
15. Citizen Concerns Information
16. Board Concerns Information

Continue Budget Reviews (if needed)

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., FEB. 21** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
4:00 p.m. SIMPCO 101, 6401 Gordon Drive
- THU., FEB. 22** **11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., FEB. 26** **6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., FEB. 27** **2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., FEB. 28** **2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., FEB. 29** **10:00 a.m.** Siouxland Regional Transit System Special Meeting – Zoom Only
- FRI., MAR. 1** **9:00 a.m.** Hungry Canyons Alliance - TBD
- MON., MAR. 4** **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., MAR. 6** **10:00 a.m.** Loess Hill Alliance Stewardship Meeting, Pisgah, Iowa
11:00 a.m. Loess Hill Alliance Executive Meeting
1:00 p.m. Loess Hill Alliance Full Board Meeting
4:45 p.m. Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., MAR. 7** **12:00 p.m.** Regional Policy and Legislative Affairs Committee - Hybrid
- WED., MAR. 13** **7:30 a.m.** SIMPCO Executive-Finance Committee - Hybrid
8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill
- THU., MAR. 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., MAR. 16** **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- WED., MAR. 20** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
1:00 p.m. Regional Workforce Development Meeting, 2508 4th Street, Sioux City
- THU., MAR. 21** **10:00 a.m.** StarComm, Security Institute, WIT
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.

Tally List of Changes for FY 25
Woodbury County

To balance out the negative starting numbers the County will need new revenues, reduction in expenditures, other available funding options or cash reserves.

	<u>General Basic</u>	<u>General Supplemental</u>	<u>Rural Basic</u>	<u>Debt Service</u>
January 1, 2024 Starting Shortfall	(1,035,373)	(1,799,674)	57,709	(1,177,777)
January 2, 2024 Board Actions:				
General Relief Assistance	1,500			
County Library			93,608	
Veteran Affairs:				
Administration	15,600			
Assistance to Veterans	7,200			
Total Changes January 2, 2024	24,300	-	93,608	-
Running Total to Date	(1,011,073)	(1,799,674)	151,317	(1,177,777)
January 9, 2024 Board Actions:				
County Attorney - Administration	15,468			
County Treasurer - Motor Vehicle	973			
Board of Supervisors use of Unspent Budget in new LEC Facility	900,000			
Total Changes January 9, 2024	916,441	-	-	-
Running Total to Date	(94,632)	(1,799,674)	151,317	(1,177,777)

January 16, 2024 Board Actions:

County Treasurer - Tax Department

Use of Additional Interest Received FY 24 (700,000)

Increase Interest Line Item FY 25 (300,000)

Transfer From General Basic to General

Supplemental to Reduce Tax Burden to Taxpayers

Total Changes January 16, 2024

1,000,000

-

1,000,000

-

-

Running Total to Date

(94,632)

(799,674)

151,317

(1,177,777)

January 23, 2024 Board Actions:

Building Services:

Courthouse - Payroll Corrections

New LEC Facility

County Sheriff

Correctional Facility - Payroll Corrections

Administration - Payroll Corrections

Courthouse Security - Payroll Corrections

New LEC Security

Board of Supervisors:

Communication

Board of Supervisors Expense

Transfer of \$200,000 from General Basic to General

Supplemental resulting from unbudgeted revenues

federal prisoner for FY 24.

Supplemental to Reduce Tax Burden to Taxpayers

Total Changes January 23, 2023

4,342

25,000

(29,185)

(14,750)

(4,074)

28,654

936

2,000

200,000

(11,657)

224,580

-

-

Running Total to Date

(106,289)

(575,094)

151,317

(1,177,777)

	<u>General Basic</u>	<u>General Supplemental</u>	<u>Rural Basic</u>	<u>Debt Service</u>
January 30, 2024 Board Actions:				
Emergency Services:				
Emergency Services		6,395		
Emergency Management:				
Emergency Management		(62,492)		
Building Services:				
New LEC Facility	105,000			
Total Changes January 30, 2023	105,000	(56,097)	-	-
Running Total to Date	(1,289)	(631,191)	151,317	(1,177,777)
February 12, 2024 Add CIP Loan - Dennis - additional revenue zoning and planning permits)				(194,533)
February 13, 2024, 2024 Board Actions:				
Use Gaming Revenues to reduce taxpayer relief and help getting to a flat tax rate County-Wide.			18,000	
Running Total to Date	103,711	(687,288)	169,317	(1,372,310)
General Supplemental fund:				
Use gaming revenues to reduce the tax rate to help achieve a flat tax rate County -wide.		300,000		
Running Total to Date	103,711	(387,288)	169,317	(1,372,310)

Suggestions for General Basic:

Use \$1,289 of FY 2024 Cash Reserves to Balance General Basic 1,289

Suggestions for General Supplemental:

Generate Tax revenues by raising the current tax rate by 7.634 cents per 1,000 of taxable value. The combination of the proposed tax rate will result in a flat tax rate for the General Fund. 442,049

Suggestions for Rural Basic:

As this fund is in the positive the following proposal is suggested. In the past Community Development has been funded using L.O.S.T. (184,532) For FY 25 it is recommended to fund this department out of Rural Basic fund. That would add to the unallocated funds in L.O.S.T. 15,215 funds. There is \$151,317 revenue to cover all but \$15,215 which will be covered by using cash reserves. A tax rate decrease will remain at -4.826 cents of taxable valuation.

Suggestions for Debt Service:

The shortfall in the debt services fund is \$1,372,310 due to the fact there is no Federal prisoner revenue to help reduce the taxes and also a new FY CIP 24 loan.

A recommendation is to use \$250,000 from unobligated Gaming revenues, \$250,000 from L.O.S.T. revenues and the balance of \$872,310 from unspent budgets in the General Basic Fund. 250,000 250,000 872,310 That will leave the tax rate in the Debt Service fund at a flat tax rate.

Balances left 105,000 54,761 - -

Overall view of our tax funds would have a flat tax rate for the Urban (all Cities) FY 24-25 and the Rural (Township only) with a tax rate decrease of 4.826 cents per thousand of taxable value.

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

Date: 2/16/2024

Weekly Agenda Date: 2/20/2024

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

WORDING FOR AGENDA ITEM:

Approval of increasing the allocation by \$200,000 in Self Liability Risk Management Services line item 0002-01-9200-000-46000

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Costs have increased over the last two fiscal years (FY23 - FY24) in the Self Liability Fund. This creates the necessity to raise the allocation from the General Supplemental Fund by \$200,000.

BACKGROUND:

The Self Liability Fund is currently in the deficit of \$60,000. The deficit will continue to grow as we go through the rest of FY24. According to Human Resources, the current expenses are \$1,225,138.68 for FY24. Those expenses will continue to rise with the high attorney fees for the LEC project.

FINANCIAL IMPACT:

The impact will be a \$200,000 increase in line item 0002-01-9200-000-46000 which will increase the budget to \$1,400,000. This additional increase will be funded through case reserves and revenues over the FY24 budget.

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

Yes No

RECOMMENDATION:

Approve the motion below.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the additional \$200,000 for line item 0002-01-9200-000-46000 funded by revenues over expenditures for FY25 and cash reserves.

Property Insurance	\$	423,525.00	
Liability TPA	\$	13,770.00	
Work Comp Premiums	\$	339,195.00	
Work Comp Total Disabi	\$	35,000.00	- Estimated
Attorney Fees	\$	53,800.00	- Estimated
Liability Insurance	\$	319,127.68	
Crime and Cyber	\$	40,721.00	
	\$	1,225,138.68	

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
4450-10100	CASH -SPECIAL ASSESSMENTS	768.63	(768.63)	0.00
4700-10100	CASH -TOWNSHIPS	40,273.24	(5,199.84)	35,073.40
4750-10100	CASH - Justice Center Taxable Bonds	4,528,463.91	0.00	4,528,463.91
4751-10100	CASH -Justice Center Exempt Bonds	0.00	0.00	0.00
4752-10100	CASH - Justice Center COVID FUNDS	0.00	0.00	0.00
4753-10100	CASH - Justice Center Miscellaneous	233,651.53	(3,806.25)	229,845.28
4754-10100	CASH - Justice Center Debt Service	0.00	0.00	0.00
4756-10100	CASH - Justice Center Maint- 20% Care & Keep	1,001,633.26	0.00	1,001,633.26
4763-10100	CASH -STARCOMM PROGRAM	222,043.59	6,793.60	228,837.19
4787-10100	CASH -COURTHOUSE FOUNDATION	12,107.58	0.00	12,107.58
4800-10100	CASH -BRUCELLOSIS & TUBERCULOSIS ERADICATIO	760.62	0.00	760.62
5010-10100	CASH -MOTOR VEHICLE	3,428,344.40	(932,505.37)	2,495,839.03
5020-10100	CASH -USE TAX	(758,969.73)	(556,781.71)	(1,315,751.44)
5060-10100	CASH -BANKRUPTCY MONIES	6,017.90	0.00	6,017.90
5070-10100	CASH -SHERIFF'S CONDEMNATION	8,921.70	0.00	8,921.70
5080-10100	CASH -UNCLAIMED PROPERTY	3,747.19	0.00	3,747.19
5090-10100	CASH -TAX IN ADVANCE - ACH	120,948.98	14,316.09	135,265.07
5100-10100	CASH -UNAPPORTIONED TAX - HOLDING FUND	19,301.83	1,507,591.90	1,526,893.73
5110-10100	CASH -MONEYS AND CREDITS	12,168.00	0.00	12,168.00
5130-10100	CASH -TREASURERS TAX REDEMPTION	(12,546.70)	5,911.14	(6,635.56)
6776-10100	CASH -TRUSTEE DRAINAGE CONTROL FUND 6776	469,452.01	0.00	469,452.01
6777-10100	CASH -TRUSTEE DRAINAGE CONTROL FUND 6777	317,734.21	(2,300.00)	315,434.21
6778-10100	CASH -TRUSTEE DRAINAGE CONTROL FUND 6778	16,539.20	0.00	16,539.20
7500-10100	CASH -RECORDER'S FEES FUND	43,042.26	(28,191.84)	14,850.42
7501-10100	CASH -RECORDERS ELECTRONIC FEE	1,781.00	(589.00)	1,192.00
7550-10100	CASH -DNR LICENSING	23,830.28	(7,536.97)	16,293.31
8792-10100	CASH -FLEX BENEFIT FUND	(8,089.87)	(4,961.63)	(13,051.50)
8926-10100	CASH -SELF INSURANCE LIAB./PROP	(9,803.41)	(1,883.71)	(11,687.12)
8927-10100	CASH -OTHER EMPLOYEE SELF INSUR	278,926.04	5,463.65	284,389.69
8928-10100	CASH -SELF HEALTH COUNTY INSUR	1,759,491.04	(14,321.18)	1,745,169.86
8930-10100	CASH -OFFICE SUPPLIES - I.S.	(10,222.44)	0.00	(10,222.44)
Z293-10100	CASH	769.93	0.00	769.93
TOTAL CLAIM ON CASH		47,253,784.28	(2,526,057.08)	44,727,727.20

CASH IN BANK

Cash in Bank

9999-10100	Cash - General Account	4,749,135.84	(3,089,201.05)	1,659,934.79
9999-10101	Cash - Auditor Checking	0.00	0.00	0.00
9999-10102	Cash - Treasurer General Checking	(28,700.52)	(45,545.26)	(74,245.78)
9999-10103	Cash - Civil & Warrant	0.00	0.00	0.00
9999-10104	Cash - Records Records Management	81,858.23	0.00	81,858.23
9999-10105	Cash - Check Issuing	(618,639.45)	(332,348.04)	(950,987.49)
9999-10106	Cash - Emergency Management	26,652.73	0.00	26,652.73
9999-10107	Cash - Jail	0.00	0.00	0.00
9999-10108	Cash - Electronic Monitor	0.00	0.00	0.00
9999-10109	Cash - Room/Board	0.00	0.00	0.00
9999-10110	Cash - Mastercard/Visa Processing	5,379,892.81	824,530.54	6,204,423.35
9999-10111	Cash - Siouxland District Health Internet	299,901.85	888.00	300,789.85
9999-10112	Cash - Weapons	0.00	0.00	0.00
9999-10113	Cash - Debt Service	279,581.36	0.00	279,581.36
9999-10114	Cash - M Anderson Trust	38,996.18	0.00	38,996.18
9999-10115	Cash - Case Management	1,320,233.77	0.00	1,320,233.77
9999-10116	Cash - Siouxland District Health	1,885,402.87	6,982.19	1,892,385.06
9999-10117	Cash - Recorder Electronic Fees	5,338.57	0.00	5,338.57
9999-10118	Cash - Recorder ACH	5,590,111.65	18,443.00	5,608,554.65
9999-10119	Cash -Law Enforcement Authority LEC	8,273,131.73	0.00	8,273,131.73
9999-10120	Cash - Conservation Reserve	8,405.31	0.00	8,405.31
9999-10121	Cash - Grant	129,945.58	0.00	129,945.58
9999-10122	Cash - Sioux Rivers Region	0.00	0.00	0.00
9999-10123	Cash - Anthon Heritage Bank	986,252.11	90,193.54	1,076,445.65

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

Date: 2/16/2024

Weekly Agenda Date: 2/20/2024

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

WORDING FOR AGENDA ITEM:

Approval of allocations to the Debt Service Fund to achieve a flat tax rate reducing the tax burden to taxpayers

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The goal of the Board of Supervisors is to achieve a flat tax rate for FY25. A flat tax rate can be achieved in the Debt Service Fund by allocations from three different funding sources.

BACKGROUND:

Due to the fact that the new LEC facility has not opened as planned has caused several issues. We currently do not have additional federal inmate care funds so the General Basic Fund will have to make up for the shortfall from cash reserves in the amount of \$1,250,000. All federal care funds are being budgeted in the General Basic Fund for FY25 because of H.F. 718 and the use of various cash reserves in FY24. This provides a need to allocate funds to the Debt Service Fund.

FINANCIAL IMPACT:

The total financial impact is \$1,372,310. This will impact the Unobligated Funds, Gaming Fund, L.O.S.T. and cash reserves in various reserves.

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

Yes No

RECOMMENDATION:

The recommendation to achieve a flat tax in the General Basic Fund is as follows:

1. Allocate \$250,000 in Gaming Revenues to the Debt Service Fund. This action will leave \$538,391 unobligated.
2. Allocate \$250,000 L.O.S.T. revenues to the Debt Service Fund. This action will leave \$112,952 unallocated.
3. Allocate \$872,310 General Basic unspent funds in various departments that would revert to cash reserves. These funds are from unspent budgets due to the fact the new LEC is not open.

ACTION REQUIRED / PROPOSED MOTION:

1. Allocate \$250,000 from unobligated Gaming revenues to Debt Service Fund for FY25.
2. Allocate \$250,000 from unobligated L.O.S.T. revenues to Debt Service Fund for FY25.
3. Allocate \$872,310 from the General Basic Fund to the Debt Service Fund for FY25.

Funding Options for FY 25

General Basic (1,035,373):

1. Unobligated Gaming Funds		
Projected Carryover as of 6-30-24		612,099
Unallocated for FY 25		<u>176,292</u>
		788,391
2. Unobligated L.O.S.T. Funds		
Projected Carryover as of 6-30-24		126,268
Unallocated for FY 25		<u>236,684</u>
		362,952
3. Use of District Health accrued reserves		0
4. A. Potential interest projected FY 25		300,000
B. Additional interest received during FY 24		700,000
5. Cash Reserves increase due to unspent budgeted expenses		
Sheriff -LEC Correctional Facility:		
Food	300,000	
Health Services	400,000	
County Attorney:		
Administration	350,000	
Juvenile	100,000	1,150,000
6. Building Services Approved 1-9-2024		
New Justice Center		900,000
7. The County is receiving revenue from care of Federal prisoners in the old LEC Facility that was not budgeted FY 24.		<u>200,000</u>
Total General Basic		4,401,343
Less obligated in bold		<u>-1,800,000</u>
Unobligated in General Basic Options		<u><u>2,601,343</u></u>

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

Date: 2/16/2024 Weekly Agenda Date: 2/20/2024

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

WORDING FOR AGENDA ITEM:

Approval to raise tax revenues by raising the tax rate in General Supplemental which results in a flat tax rate for the General Fund

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

We are proposing the additional revenue come from tax revenues as the tax rate in General Basic & General Supplemental would balance the General Fund with a total flat tax rate.

BACKGROUND:

To balance the General Supplemental Fund we need \$442,049 additional revenue.

FINANCIAL IMPACT:

\$442,049. By raising the tax rate in General Supplemental Fund and the decrease in the General Basic Fund the combination of the two rates will result in a flat tax rate for the General Fund

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

Yes No

RECOMMENDATION:

Motion to increase tax revenues which will result in a flat tax rate for the General Fund.

ACTION REQUIRED / PROPOSED MOTION:

Motion to increase tax revenues in the General Supplemental Fund which will balance the fund and result in a flat tax rate in the General Fund.

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

Date: 2/16/2024

Weekly Agenda Date: 2/20/2024

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

WORDING FOR AGENDA ITEM:

Approval of funding the Bearcat Crawler for the Sheriff's Office

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Sheriff's Office has purchased a Bearcat Crawler for the use of the Sheriff's Office. There are several sources to fund this purchase. The total cost is \$385,000.

BACKGROUND:

FINANCIAL IMPACT:

There are several options available for the purchase of the equipment.

1. ARPA - \$470,000 (part of \$10,000,000 Standard Deduction dedicated to the LEC Project)
2. CIP Project for FY25
3. CIP Unused Funds of \$205,398
4. Possible MRHD Grant
5. Donations from businesses and towns
6. Unspent ARPA Fund left from the purchase of Sheriff's tasers and radios. \$110,000

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:

1. Use the unobligated CIP Funds on hand. \$205,398
2. Use the unspent ARPA Funds leftover from the Sheriff's Tasers and Radio Project. \$110,000
3. MRHD Grant and donations. \$69,602

ACTION REQUIRED / PROPOSED MOTION:

1. Motion to use the unobligated CIP Funds on hand. \$205,398
2. Motion to use the unspent ARPA Funds leftover from the Sheriff's Tasers and Radio Project. \$110,000
3. Motion to use MRHD Grant and donations. \$69,602

FEBRUARY 13, 2024, SEVENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, February 13, 2024, 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, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, Dennis Butler, Budget and Finance Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

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

Radig entered the meeting at 3:25 pm

Motion by Ung second by Taylor 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.

Nelson was delayed due to attendance at Law Enforcement Authority meeting.

2. Motion by Ung second by Radig to approve the agenda for February 13, 2024. Carried 4-0. Copy filed.

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

3. To approve minutes of the January 30, 2024 meeting. Copy filed.
To approve minutes of the January 25, 2024 special meeting. Copy filed.
4. To approve the claims totaling \$781,377.08. Copy filed.
- 5a. To receive for signatures the canvass of the McCandless Intercounty Drainage District Trustee Election. Copy filed.
- 5b. To receive for signatures the canvass of the Sandhill-Lakeport Drainage District Trustee Election. Copy filed.
- 5c. To receive for signatures the canvass of the Little Sioux Intercounty Drainage District Trustee Election. Copy filed.
- 6a. To approve the Bond Counsel Engagement Agreement proposed issuance of not to exceed \$800,000 General Obligation Capital Loan Notes with Ahlers & Cooney, P.C. Coy filed.
- 6b. To approve and authorize the Chairperson to sign a Resolution fixing date for a meeting on the authorization of a loan agreement and the issuance of not to exceed \$406,000 General Obligation Capital Loan Notes of Woodbury County, State of Iowa (for essential County purposes), and providing for publication of notice thereof.

RESOLUTION #13,699

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$406,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF WOODBURY COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Woodbury County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$406,000, as authorized by Sections 331.402 and 331.443, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal to issue such bonds and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA:

Section 1. That this Board meet in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at 4:40 P.M., on the 5th day of March, 2024, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$406,000 General Obligation Capital Loan Notes, for essential county purposes, the proceeds of which notes will be used to provide funds to pay the costs of capital projects for the construction, reconstruction, improvement, repair or equipping of bridges, roads, and culverts which assist in economic development through the creation of jobs and wealth, including the Frontage Road project.

Section 2. That pursuant to Iowa Code Section 331.441(2)(b)(16), capital projects must be found to "assist in economic development which creates jobs and wealth". No procedure for establishing this is spelled out in the Code. Accordingly, pursuant to Iowa Code Section 331.301(5), the Board elects to have a financial impact report prepared for purposes of determining the impacts of the proposed projects.

Section 3. The County Engineer has compiled data and prepared report, a copy of which is attached hereto and incorporated herein by this reference, which demonstrates the economic impact of the proposed projects. Having reviewed said report, this Board finds:

- a) These capital improvement projects:
 - i. provide necessary access to multiple businesses such as Security Bank, Lewis Pharmacy, Jeff's Bar, Subway, Movilatte Coffee Shop, Countryman Financial Group, and a new medical clinic (currently under construction);
 - ii. provide necessary hard surface roads, bridges and culverts for efficient and safe County travel, including Frontage Road;
 - iii. provide necessary access to retail, commercial, medical and educational operations which assist in economic development through the creation of jobs and wealth
 - iv. provide improved hard surface roads for workers traveling to and from work within the County, and travel in and out of Woodbury County;
 - v. provide improved hard surfaced roads for clients and customers traveling to and from businesses within the County.
- b) The health, safety and welfare of our citizens are dependent upon efficient travels within the County. Adequate and current infrastructure is necessary to achieve these goals and attracts a quality workforce for county industries seeking to expand.
- c) Access to safe and efficient roads and bridges is a draw to a quality workforce.

For the foregoing reasons, this Board finds the proposed capital improvement projects enumerated in the Engineer's report assist economic development efforts within the County which are designed to create jobs and wealth for citizens of the County.

Section 4. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: February 14, 2024 and March 1, 2024)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$406,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE COUNTY (FOR ESSENTIAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Woodbury County, State of Iowa, will hold a public hearing on the 5th day of March, 2024, at 4:40 P.M., in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$406,000 General Obligation Capital Loan Notes, for essential county purposes, to provide funds to pay the costs of costs of capital projects for the construction, reconstruction, improvement, repair or equipping of bridges, roads, and culverts which assist in economic development through the creation of jobs and wealth, including the Frontage Road project. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Woodbury County, State of Iowa, as provided by Sections 331.402 and 331.443 of the Code of Iowa.

Dated this 13th day of February, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6c. To approve and authorize the Chairperson to sign a Resolution fixing date for a meeting on the authorization of a loan agreement and the issuance of not to exceed \$394,000 General Obligation Capital Loan notes of Woodbury County, State of Iowa (for essential County purposes), and providing for publication of notice thereof.

**RESOLUTION #13,700
RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF A LOAN AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$394,000 GENERAL
OBLIGATION CAPITAL LOAN NOTES OF WOODBURY
COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY
PURPOSES), AND PROVIDING FOR PUBLICATION OF
NOTICE THEREOF**

WHEREAS, it is deemed necessary and advisable that Woodbury County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$394,000, as authorized by Sections 331.402 and 331.443, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to

evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA:

Section 1. That this Board meet in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at 4:45 P.M., on the 5th day of March, 2024, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$394,000 General Obligation Capital Loan Notes, for essential county purposes, the proceeds of which notes will be used to provide funds to pay the costs of erecting, equipping, remodeling or reconstructing sidewalks on the site of the district health building; equipping the law enforcement center including software, hardware and other equipment; equipping the Courthouse including software, hardware and other equipment.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$394,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language,

published at least once weekly, and having general circulation in the County. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: February 14, 2024 and March 1, 2024)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$394,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE COUNTY (FOR ESSENTIAL COUNTY PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Woodbury County, State of Iowa, will hold a public hearing on the 5th day of March, 2024, at 4:45 P.M., in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$394,000 General Obligation Capital Loan Notes, for essential county purposes, to provide funds to pay the costs of erecting, equipping, remodeling or reconstructing sidewalks on the site of the district health building; equipping the law enforcement center including software, hardware and other equipment; equipping the Courthouse including software, hardware and other equipment. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Woodbury County, State of Iowa, as provided by Sections 331.402 and 331.443 of the Code of Iowa.

Dated this 13th day of February, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 7. To approve an application for a 12-month Class C Retail Alcohol License, with Outdoor Service Sales privileges for Anthon Golf Course, effective 04/01/2024 through 03/31/24. Copy filed.
- 8a. To approve the separation of Peter McDermott, Equipment Operator, Secondary Roads Dept., effective 2-02-24. Separation.; and the appointment of Bryan Peters, Civilian Jailer, County Sheriff Dept., effective 02-19-24, \$23.97/hour. Job Vacancy Posted 12-6-23. Entry Level Salary: \$23.97/hour. Copy filed.
- 8b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Equipment Operator, Secondary Roads Dept. CWA: \$26.63/hour. Copy filed.
- 8c. Presentation of Award Certificate to Virgil Bremer. Copy filed.
- 9a. To approve the permit to work in the right of way for Mitch Parker. Copy filed.
- 9b. To approve the underground utility permit for Frontier Communications of Iowa, LLC. Copy filed.

Carried 4-0.

- 10. Dan Bittinger, Board of Supervisors, and Anna Bertrand, Sky Ranch Behavioral Services, presented an Opioid remediation settlement request and proposal for F.T.E. positions. Copy filed.

Motion by Bittinger second by Radig to receive document related to this Opioid settlement request. Carried 4-0. Copy filed.

- 11. Motion by Taylor second by Ung to receive letter from the Veteran's Commission clarifying the intent of their request. Carried 4-0. Copy filed.

Nelson re-entered the meeting at 5:10pm.

Motion by Ung second by Radig to postpone action on the improvement request of the Veteran's Services Director pay. Carried 5-0. Copy filed.

- 12a. Motion by Radig second by Ung to approve the contract with Calhoun Burns and Associates for bridge inspection for calendar year 2024. Carried 5-0. Copy filed.
- 12b. Motion by Taylor second by Nelson to approve the project agreement with HNTB Corporation with \$19,000 funded from gaming. Carried 5-0. Copy filed.
- 12c. Motion by Nelson second by Radig approve the preconstruction agreement with Iowa DOT for side road construction along Hwy 20. Carried 5-0. Copy filed.
- 12d. Motion by Nelson second by Radig to approve and authorize the Chairperson to sign a Resolution Commitment of Funds and Project Maintenance. Carried 5-0.

**COMMITMENT OF FUNDS AND PROJECT MAINTENANCE
RESOLUTION
RESOLUTION #13,701**

WHEREAS: The Board of Supervisors is submitting application to the SRTPA RPA Surface Transportation Program for the following project in FY 2025, and

**County Hwy D25 – Old Highway 141
PCC Pavement Overlay**

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors that County Engineer is directed to submit application for the above captioned project, that the Board of Supervisors will dedicate the local match funding for the project, and that Woodbury County will maintain the completed project for its intended public use for a minimum of 20 years following project completion.

Passed and approved this 13th day of February, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 12e. Motion by Taylor second by Bittinger to direct the County Engineer to work with the city to survey, plat, and allow the city to purchase the property for the construction of a city park. Carried 5-0. Copy filed.
- 13. Motion by Taylor second by Radig to approve utilization of \$300,000 from Gaming Revenues to general supplemental in order to achieve flat tax rates in the countywide and rural levies. Carried 5-0. Copy filed.
- 14a. Motion by Bittinger second by Taylor to approve the creation of the Courthouse Long-Term Capital Improvement Project Fund, a division of General Basic, and authorize to sign written procedure with certain policy provisions. Carried 5-0. Copy filed.
- 14b. Motion by Taylor second by Bittinger to table action on approval of \$250,000 from gaming revenue for FY 2025. Carried 5-0. Copy filed.
- 14c. Motion by Taylor second by Ung to remove the request to transfer \$12,000 from the Courthouse Foundation into the newly created fund. Carried 5-0. Copy filed.
- 15. Reports on committee meetings were heard.
- 16. Auditor Gill addressed the board regarding an elections budget adjustment that will be needed for FY24.
- 17. Board concerns were heard.
- 18a1. Motion by Radig second by Ung to receive the Secondary Roads Roadside Management budget as submitted. Carried 5-0.
- 18a2. Motion by Radig second by Ung to receive the Secondary Roads budget as submitted. Carried 5-0.
- 18b. Motion by Ung second by Bittinger to receive the Planning/Zoning budget with an increase of \$18,000.00 in revenue. Carried 5-0.
- 18c1a. Motion by Ung second by Taylor to receive the Board of Supervisors Woodbury County Senior Meal Program budget as submitted. Carried 5-0.
- 18c1b. Motion by Ung second by Taylor to receive the Board of Supervisors Siouxland Regional Transit System budget as submitted. Carried 5-0.
- 18c1c. Motion by Ung second by Radig to deny funding for the NEW Centers Against Abuse & Sexual Assault. Carried 5-0.
- 18c2a. Motion by Taylor second by Radig to fund \$89,000 from local option sales tax for the I 29 New Interchange Grant Application (replacing today's action to use \$19,000.00 from gaming for the project with HNTB Corporation). Carried 5-0.
- 18c2b. Motion by Radig second by Ung to receive the Board of Supervisors Event Center budget as submitted. Carried 5-0.

- 18c2c. Motion by Taylor second by Radig to receive the Board of Supervisors Siouxland Initiative budget as submitted. Carried 5-0.
- 18c2d. Motion by Taylor second by Radig to receive the Board of Supervisors Woodbury County Fair budget as submitted. Carried 5-0.
- 18c2e. Motion by Taylor second by Radig to receive the Board of Supervisors SIMPCO Improvement Regional Housing budget as submitted. Carried 5-0.
- 18c2f. Motion by Radig second by Ung to receive the Board of Supervisors SIMPCO Memberships budget as submitted. Carried 5-0.
- 18c2g. Motion by Taylor second by Ung to receive the Board of Supervisors Western Iowa Tourism budget as submitted. Carried 5-0.
- 18c2h. Motion by Radig second by Ung to receive the Board of Supervisors Iowa's West Coast budget as submitted. Carried 5-0.
- 18d. Motion by Taylor second by Ung to receive the Debt Services Fund budget as submitted. Carried 5-0.

Motion by Ung second by Radig to receive LEC Budget update from Dennis Butler, Budget and Finance Director. Carried 5-0. Copy filed.

The Board adjourned the regular meeting until February 20, 2024.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: February 20, 2024

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Alfredson, Adam	Juvenile Detention	2-22-24	P/T Youth Worker	\$21.41/hour		A	Job Vacancy Posted 10-16-23. Entry Level Salary: \$21.41/hour.
Messerschmidt Haley	County Attorney	3-04-24	Assistant County Attorney	\$102,613/year	8%=\$7,589/year	R	Per AFSCME Assistant Co. Attorney Contract agreement, from Step 6 to Step 7.
Amick, Devan	County Sheriff	3-04-24	Civilian Jailer	\$25.95/hour	4%=\$1.00/hour	R	Per CWA Civilian Officers Contract agreement, from Class 2 to Class 1.

APPROVED BY BOARD DATE: _____

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

HUMAN RESOURCES DEPARTMENT

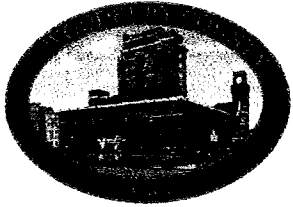
WOODBURY COUNTY, IOWA

DATE: February 20, 2024

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	(3) Temporary Engineering Aides	Wage Plan: \$15.00- 18.50/hour		
Secondary Roads	(5) Temporary Summer Laborers	Wage Plan: \$14.00- \$16.00/hour		

Chairman, Board of Supervisors



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039

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

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Woodbury County Board of Supervisors
Woodbury County Human Resources Department

From: Mark J. Nahra, County Engineer

Date: February 14, 2024

Subject: Summer hire positions

I am requesting the authority to hire up to five (5) temporary maintenance staff summer positions and three (3) summer engineering aides. We fill these positions annually and appropriately budget for the temporary staff.

We utilize the temporary summer maintenance staff to assist full time maintenance employees with traffic control flagging and with our AMZ pavement patching crew. These positions provide summer work for college students and allow us to use our full time staff members in equipment operation rather than traffic control. This allows us to get more work done each day as skilled full time staff can concentrate on running equipment, not directing traffic.

The engineering aides assist our full-time engineering technicians with survey and project inspection work. Just as in recent prior years, with a heavy project workload again this year, we would like to hire three summer engineering aides.

I would propose the following pay rates. The summer laborers would be at a pay scale of \$14.00 - \$16.00/hour and the Engineering Aides were \$15.00 - \$18.50/hour, depending on experience.

Please contact me if you have any questions. Thank you for your assistance and attention.

WAGE REOPENER AGREEMENT

BETWEEN
WOODBURY COUNTY, IOWA
AND
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
CIVILIAN OFFICERS' CWA 7177

July 1, 2024 – June 30, 2025

WHEREFORE, pursuant to Article XVII of the Master Contract between Woodbury County, Iowa and the Communications Workers of America, AFL-CIO Civilian Officers' CWA 7177 for contract term July 1, 2021 through June 30, 2025, the parties agreed to reopen the contract and negotiate base wages for the time period July 1, 2024 through June 30, 2025.

WHEREFORE, this Wage Reopener Agreement provides the agreement of wages for July 1, 2024 through June 30, 2025.

NOW THEREFORE, the parties agree as follows:

1. Effective the first full pay period in July 2024, wages for each employee will be increased by 2.5% for 3rd Class and 2nd Class and increased by 3.5% for 1st Class, Senior Corrections, Master Corrections, and Sergeants. The following Appendix shall be attached to the current agreement for contract term July 1, 2021 through June 30, 2025.

APPENDIX A-1
Wage Schedule
July 1, 2024

Civilian Jailers and Court Security Officers
(Civilian Officers)

3 rd Class	\$24.57
2 nd Class	\$25.57
1 st Class	\$26.86
Senior Corrections/Court Security Officer	\$29.78
Master Corrections/Court Security Officer	\$33.24
Sergeants/Court Security Supervisor	\$36.76

Final Execution Copy

2. The parties shall also enter into a separate Memorandum of Understanding which shall contain the following provision: Woodbury County, Iowa and the Communications Workers of America, AFL-CIO Civilian Officers commit to explore options for incentive pay for taser and firearm certification.

3. This Agreement shall become effective and final upon ratification by the union and approved by the Board of Supervisors.

Dated this 14th day of February, 2024.

WOODBURY COUNTY, IOWA

COMMUNICATIONS WORKERS OF AMERICA

By _____
Chairman, Board of Supervisors

By _____
CWA Representative

By _____
CWA Local No. 7177 President

By _____
Bargaining Committee Member

WAGE REOPENER TENTATIVE AGREEMENT

BETWEEN
WOODBURY COUNTY, IOWA
AND
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
CIVILIAN OFFICERS' CWA 7177

July 1, 2024 – June 30, 2025

WHEREFORE, pursuant to Article XVII of the Master Contract between Woodbury County, Iowa and the Communications Workers of America, AFL-CIO Civilian Officers' CWA 7177 for contract term July 1, 2021 through June 30, 2025, the parties agreed to reopen the contract and negotiate base wages for the time period July 1, 2024 through June 30, 2025.

WHEREFORE, this Wage Reopener Tentative Agreement provides the tentative agreement of wages for July 1, 2024 through June 30, 2025.

NOW THEREFORE, the parties agree as follows:

1. Effective the first full pay period in July 2024, wages for each employee will be increased by 2.5% for 3rd Class and 2nd Class and increased by 3.5% for 1st Class, Senior Corrections, Master Corrections, and Sergeants. The following Appendix shall be attached to the current agreement for contract term July 1, 2021 through June 30, 2025.

APPENDIX A-1
Wage Schedule
July 1, 2024

Civilian Jailers and Court Security Officers
(Civilian Officers)

3 rd Class	\$24.57
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1 st Class	\$26.86
Senior Corrections/Court Security Officer	\$29.78
Master Corrections/Court Security Officer	\$33.24
Sergeants/Court Security Supervisor	\$36.76

2. The parties shall also enter into a separate Memorandum of Understanding which shall contain the following provision: Woodbury County, Iowa and the Communications Workers of America, AFL-CIO Civilian Officers commit to explore options for incentive pay for taser and firearm certification.

3. This Tentative Agreement shall be not become effective until ratified by the union and approved by the Board of Supervisors.

Dated this 14th day of February, 2024.

WOODBURY COUNTY, IOWA

COMMUNICATIONS WORKERS OF AMERICA

By Melissa Thomas,
HR Director
~~Supervisor, Board of Supervisors~~
Representation of

By Bonnie Winkler
CWA Representative

By [Signature]
~~Supervisor, Board of Supervisors~~
Attorney for Woodbury County

By [Signature]
CWA Local No. 7177 President

By [Signature]
Bargaining Committee Member

By [Signature]
Bargaining Committee Member

By [Signature]
Bargaining Committee Member

By [Signature]
Bargaining Committee Member

APPLICATION FORM FOR WOODBURY COUNTY
BOARD/COMMISSION

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,
620 Douglas St., Sioux City, Iowa 51101

Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: <http://woodburyiowa.com>

Application For: _____ (Board/Commission)

Date 2/15/24 E-mail Address m1ist@snbonline.com

Name Michael List

Address 3428 S Coral St Sioux City

Phone Number 402-651-5388 Fax Number _____

Business Phone 712-277-6148 Cell Phone _____

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Security National Bank - Investment Management
Officer. 16 years of experience in the investment
department at SNB

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?

Regular monthly meeting and as needed

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

Help Siowland grow and improve for
individuals and families

■ Contributions you feel you can make to the Board/Commission:

BSBA Finance + Economics degree

16 years wealth management experience

Certified Financial Planner

Taking Chartered Financial Analyst level III exam this month

■ Direction/role you perceive of this Board/Commission:


Help approve and review the annual budget.
Help oversee and recommend health initiatives

■ In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

■ Please provide two references who may be contacted on your qualifications for this position.

Name	Address	Phone number	Email address	Relationship
Tom Limoges		712-574-9298	limoges@sbonline.com	Supervisor
Joe Twidwell		712 253 9273		Friend/Former Supervisor

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature  Date 2/15/24

**YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.**

COUNTY RECORDER'S REPORT OF FEES COLLECTED
(See Chapter 342, Code)

State of IOWA) SS:
County of WOODBURY)

To the Board of Supervisors of WOODBURY County:


I, DIANE SWOBODA PETERSON, Real Estate/Recorder Deputy of the above-named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the period of 10/01/2023 through 12/31/2023 and the same has been paid to the County Treasurer.

	Fees Collected
R.E. Transfer Tax State-Monthly	52,873.94
County Share R.E. Transfer Tax—Quarterly	31,784.30
Recording of Instruments—Quarterly	70,125.00
Auditor's Transfer Fee—Quarterly	5,215.00
Records Management Fees—Quarterly	2,970.00
Elec Tran Fee State Untransferred (Quarterly)	2,970.00
Copy Money-Quarterly	343.00
Vitals Stats State-Monthly	7,881.00
Vitals Stats County-Quarterly	8,612.00
Accts. Receivable Payment-Quarterly	3,453.00
Transfer to Checking Account	0
Previous Qtr. Acct. Receivable Balance	(3,279.00)
Bad Check Adjustment—Quarterly	0
Recorder Over/Short—Quarterly	30.00
Vitals Over/Short—Quarterly	0
Refunds--Quarterly	36.00
Adjustment—Quarterly	(13.00)
Total	183,001.24

All of which is respectfully submitted.


 DIANE SWOBODA PETERSON Real Estate/Recorder Deputy

Subscribed and sworn to before me by DIANE SWOBODA PETERSON, Woodbury County Real Estate/Recorder Deputy this 27th day of January, 2024.


 PATRICK F. GILL County Auditor

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

Date: 2/8/24 Weekly Agenda Date: 2/20/24

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Tina Bertrand, County Treasurer

WORDING FOR AGENDA ITEM:

Semi Annual Report for period ending 12/31/2023

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Submit the semi annual report for period ending 12/31/2023

BACKGROUND:

Semi annual settlement per IA Code 331.555

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

Receive semi annual report for period ending 12/31/23

ACTION REQUIRED / PROPOSED MOTION:

Receive semi annual report for period ending 12/31/23



SEMI-ANNUAL REPORT OF TINA M. BERTRAND, TREASURER OF WOODBURY COUNTY, IOWA
FOR THE PERIOD JULY 1, 2023 THROUGH DECEMBER 31, 2023

	Beginning Treasurer's Balance	Total Revenues	Total Expenses	Change in Outstanding	CALCULATED ENDING FUND BALANCE	Outstanding Bank Items	Outstanding Stamped Warrants	Ending Treasurer's Balance
0001 - GENERAL BASIC	11,156,452.47	14,358,674.72	15,333,012.66	(62,781.89)	10,119,332.64	27,362.42	-	9,670,649.47
0002 - GENERAL SUPPLEMENTAL	1,047,441.75	7,480,962.80	3,919,207.62	(29,022.47)	4,580,174.46	(19,096.55)	-	4,865,099.40
0003 - GAMING REVENUES	544,995.83	261,662.84	75,937.01	-	730,721.66	-	-	730,721.66
0004 - STATE TAX CREDITS	28,451.80	-	-	-	28,451.80	-	-	28,451.80
0005 - America Rescue Plan Act	10,829,760.30	50,000.00	5,325,143.29	(259.67)	5,554,357.34	1,232.20	-	3,612,463.79
0006 - Mental Health	36,173.91	223,400.89	137,823.41	-	121,751.39	100.00	-	117,925.58
0007 - SHERIFF'S TRAINING CENTER - LEASE PU	-	-	-	-	-	-	-	-
0008 - SHERIFF'S COMMISSARY FUND	201,932.95	15,285.58	4,656.25	-	212,562.28	-	-	218,222.72
0009 - SHERIFF'S ROOM & BOARD	510,606.19	15,034.81	-	-	525,641.00	-	-	525,641.00
0010 - COUNTY HEALTH SERVICES MH	-	-	-	-	-	-	-	-
0011 - RURAL BASIC	812,768.98	2,154,050.08	2,095,065.32	282.82	872,036.56	4,029.44	-	847,070.84
0012 - RURAL SERVICES SUPPLEMENTAL	-	-	-	-	-	-	-	-
0020 - SECONDARY ROADS	1,711,823.83	5,239,483.75	6,050,377.16	(2,010.20)	898,920.22	16,817.02	-	1,000,477.49
0021 - S.R. SPECIAL BRIDGE PROJ.	-	-	-	-	-	-	-	-
0022 - FEMA 4421	686,937.09	-	-	-	686,937.09	-	-	686,937.09
0023 - RESOURCE ENHANCEMENT REAP	40,741.88	32,726.32	-	-	73,468.20	-	-	74,676.88
0024 - RECORDER RECORD MANAGE.	196,874.93	7,463.52	-	-	204,338.45	-	-	204,338.45
0025 - Secondary roads Gravel Project	8,481,500.83	-	2,445,544.01	-	6,035,956.82	-	-	6,035,956.82
0028 - RECORDERS ELECTRONIC FEES	409.10	75.75	441.48	-	43.37	-	-	43.37
0029 - EMERGENCY PARAMEDIC SERV.	(11,495.16)	393,935.00	183,120.78	-	199,319.06	-	-	193,474.87
0030 - EMS LOAN	0.39	(3,505.21)	-	-	(3,504.82)	-	-	0.39
0031 - INFRASTRUCTURE/ECON. DEV.	444,073.22	302,640.58	86,217.32	-	660,496.48	-	-	711,596.22
0032 - Local Government Opioid Abatement F	431,943.74	94,568.37	-	-	526,512.11	-	-	526,512.11
0040 - TAX INCREMENT ACCOUNT	413,840.10	283,699.89	35,436.00	-	662,103.99	-	-	662,103.99
0057 - NATURE CENTER DEVELOPMENT	114,922.38	38,275.55	57,851.95	-	95,345.98	-	-	90,187.22
0058 - ANDERSON TRUST	689.59	553.34	-	-	1,242.93	-	-	1,242.93
0059 - EMS TRAINING	71,507.19	7,119.98	-	(2,730.05)	75,897.12	-	-	75,897.12
0061 - COUNTY LIBRARY	264,803.56	197,595.46	152,018.26	89.04	310,469.80	1,122.86	-	306,544.39
0067 - CONSERVATION RESERVE	270,781.35	275,627.92	105,703.91	-	440,705.36	-	-	431,483.67
0074 - CO. ATTORNEY FORFEITURE	175,139.98	1,788.98	1,354.85	(26.09)	175,548.02	-	-	175,404.71
0078 - SHERIFFS FORFEITURE	66,239.36	1,601.95	374.56	-	67,466.75	-	-	67,466.75
0080 - DARE/DONATIONS	1,064.94	-	-	-	1,064.94	-	-	1,064.94
0081 - SHERIFF'S RESERVE	15,898.32	-	2,342.28	-	13,556.04	-	-	13,556.04
0082 - SHERIFF'S RESTRICTED DON.	32,923.61	27,654.00	40,888.00	(518.83)	19,170.78	-	-	26,293.94
0083 - 5% CO. FINE COLLECTIONS	167,388.28	5,516.87	1,549.67	(153.22)	171,202.26	-	-	170,892.51
0086 - SCAAP FY 13-14	(772.10)	-	-	-	(772.10)	-	-	(772.10)
0090 - OLD FUND 290	(0.50)	-	-	-	(0.50)	-	-	(0.50)
0091 - JAG 2015-DJ-BX-0680	(24,188.00)	-	-	-	(24,188.00)	-	-	(24,188.00)
0092 - 2018 SCAAP	-	-	-	-	-	-	-	-
0093 - 2019 SCAPP	29,971.32	-	25,705.07	(4,266.25)	-	-	-	-
0094 - 2017 JAG GRANT	(16,125.00)	-	-	-	(16,125.00)	-	-	(16,125.00)
0095 - COVID DOJ Grant	-	-	-	-	-	-	-	-



SEMI-ANNUAL REPORT OF TINA M. BERTRAND, TREASURER OF WOODBURY COUNTY, IOWA
FOR THE PERIOD JULY 1, 2023 THROUGH DECEMBER 31, 2023

	Beginning Treasurer's Balance	Total Revenues	Total Expenses	Change in Outstanding	CALCULATED ENDING FUND BALANCE	Outstanding Bank Items	Outstanding Stamped Warrants	Ending Treasurer's Balance
0096 - 2018 JAG GRANT	-	-	-	-	-	-	-	-
0097 - SCAAP - 2016-AP-BX-0523	-	-	-	-	-	-	-	-
0098 - JAG PROGRAM 2012-2016	40,313.00	-	-	-	40,313.00	-	-	40,313.00
0100 - DRAINAGE DIST. - SUPERV.	29,247.65	15,953.82	-	-	45,201.47	-	140,571.59	44,985.10
1500 - COUNTY BLDGS. & PROP. CIP	1,415,423.13	116,405.31	485,496.87	255,745.20	1,302,076.77	255,745.20	-	1,279,117.77
1501 - LEC - CIP	(6,935.79)	647.50	6,662.50	-	(12,950.79)	-	-	(11,727.97)
2000 - DEBT SERVICE	270,316.45	2,695,445.03	1,207,688.36	-	1,758,073.12	-	-	1,760,311.83
4000 - EMERGENCY MANAGEMENT	144,071.46	65,032.99	87,936.11	-	121,168.34	-	-	125,367.53
4010 - E-911 SURCHARGE	944,726.77	180,682.93	48,376.09	-	1,077,033.61	336.29	-	1,250,885.97
4100 - COUNTY ASSESSOR	401,051.74	463,035.70	371,908.53	(368.14)	491,810.77	-	-	491,355.19
4101 - 4101	-	-	-	-	-	-	-	-
4102 - COUNTY ASSESSOR-UNEMP. CO	-	-	-	-	-	-	-	-
4110 - CITY ASSESSOR	737,785.60	557,774.04	497,160.42	37,044.19	835,443.41	37,582.17	-	784,082.65
4111 - CITY ASSESS.-FICA & IPERS	-	-	-	-	-	-	-	-
4112 - CITY ASSESSOR-UNEMP. CO	-	-	-	-	-	-	-	-
4113 - CITY ASSESSOR-TORT LIAB	-	-	-	-	-	-	-	-
4140 - AGRICULTURAL EXTENSION	5,715.08	358,422.48	364,196.33	-	(58.77)	-	-	4,682.26
4150 - 4150	-	-	-	-	-	-	-	-
4200 - SCHOOL DISTRICTS	585,827.52	34,635,617.35	35,249,396.89	-	(27,952.02)	-	-	462,321.45
4273 - DISTRICT HEALTH	1,438,299.01	2,848,082.37	3,098,934.25	12,324.45	1,199,771.58	22,668.92	-	1,407,168.14
4300 - COMMUNITY COLLEGE AREA 12	43,823.88	2,838,476.87	2,881,887.60	-	413.15	-	-	36,768.38
4400 - CORPORATIONS	638,591.99	41,868,032.15	42,771,368.02	-	(264,743.88)	-	-	430,564.47
4450 - SPECIAL ASSESSMENTS	15,892.93	(2,997,373.33)	79,527.91	-	(3,061,008.31)	-	-	38,618.44
4700 - TOWNSHIPS	30,152.58	515,910.93	484,952.51	-	61,111.00	-	-	61,274.09
4750 - Justice Center Taxable Bonds	7,081,496.91	-	2,672,462.00	-	4,409,034.91	-	-	4,379,385.91
4751 - Justice Center Exempt Bonds	-	-	-	-	-	-	-	-
4752 - Justice Center COVID Funds	-	-	-	-	-	-	-	-
4753 - Justice Center Miscellaneous Revenue	164,251.49	113,871.90	40,020.77	-	238,102.62	-	-	242,652.86
4754 - Justice Center Debt Service	-	777,894.13	777,894.13	-	-	-	-	-
4755 - Justice Center Maintenance -County Ad	-	-	-	-	-	-	-	-
4756 - Justice Center Maintenance-20% Prison	800,000.00	200,759.51	-	-	1,000,759.51	-	-	1,000,759.51
4763 - STARCOMM PROGRAM	303,179.41	313,700.31	242,044.59	(3,554.19)	371,280.94	64.77	-	240,907.69
4787 - COURTHOUSE FOUNDATION	12,107.58	-	-	-	12,107.58	-	-	12,107.58
4800 - BRUCELLOSIS & TUBERCULOSIS ERADIC	748.12	5,385.79	5,525.20	-	608.71	-	-	703.64
5010 - MOTOR VEHICLE	3,385,441.58	9,814,098.68	9,724,457.19	(199.04)	3,474,884.03	259.40	-	3,352,776.07
5020 - USE TAX	(455,249.68)	7,443,123.79	7,741,331.71	-	(753,457.60)	-	-	(753,457.60)
5040 - 5040	-	-	-	-	-	-	-	-
5060 - BANKRUPTCY MONIES	6,017.90	-	-	-	6,017.90	-	-	6,017.90
5070 - SHERIFF'S CONDEMNATION	8,921.70	-	-	-	8,921.70	-	-	8,921.70
5080 - UNCLAIMED PROPERTY	3,747.19	-	-	-	3,747.19	-	-	3,747.19
5090 - TAX IN ADVANCE - ACH	996,670.46	438,627.91	1,333,373.48	-	101,924.89	-	-	101,924.89
5100 - UNAPPORTIONED TAX - HOLDING FUND	-	-	-	-	-	-	-	100,284.44



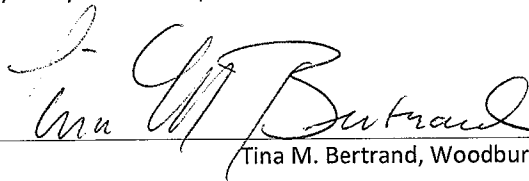
SEMI-ANNUAL REPORT OF TINA M. BERTRAND, TREASURER OF WOODBURY COUNTY, IOWA
FOR THE PERIOD JULY 1, 2023 THROUGH DECEMBER 31, 2023

	Beginning Treasurer's Balance	Total Revenues	Total Expenses	Change in Outstanding	CALCULATED ENDING FUND BALANCE	Outstanding Bank Items	Outstanding Stamped Warrants	Ending Treasurer's Balance
5110 - MONEYS AND CREDITS	12,168.00	-	-	-	12,168.00	-	-	12,168.00
5130 - TREASURERS TAX REDEMPTION	170,383.49	751,798.76	752,206.83	(79,697.93)	90,277.49	88,654.05	-	90,277.49
6000 - TRUSTEE DRAINAGE FUND	-	-	-	-	-	-	-	-
6776 - TRUSTEE DRAINAGE CONTROL FUND 67	124,197.29	356,830.85	350,923.73	339,633.54	469,737.95	312.50	461,592.98	469,746.51
6777 - TRUSTEE DRAINAGE CONTROL FUND 67	216,010.61	126,879.37	18,072.29	4,804.30	329,621.99	312.50	103,739.74	325,624.69
6778 - TRUSTEE DRAINAGE CONTROL FUND 67	4,657.78	74,845.02	63,576.41	(31.81)	15,894.58	-	377.65	16,539.20
7500 - RECORDER'S FEES FUND	69,760.93	360,772.62	377,057.62	-	53,475.93	-	-	53,475.93
7501 - RECORDERS ELECTRONIC FEE	2,199.00	6,302.00	6,604.00	-	1,897.00	-	-	1,897.00
7550 - DNR LICENSING	90,384.15	175,053.25	234,521.16	-	30,916.24	5,586.04	-	30,916.24
7600 - 7600	-	-	-	-	-	-	-	-
8792 - FLEX BENEFIT FUND	(22,763.25)	76,744.20	47,700.00	-	6,280.95	-	-	6,343.45
8926 - SELF INSURANCE LIAB./PROP	(164,855.73)	1,000,192.00	358,155.46	(255.07)	476,925.74	255.07	-	476,908.89
8927 - OTHER EMPLOYEE SELF INSUR	259,610.60	131,623.82	97,768.27	-	293,466.15	-	-	293,466.15
8928 - SELF HEALTH COUNTY INSUR	2,095,894.72	3,442,623.34	3,283,816.04	-	2,254,702.02	-	-	2,206,657.99
8930 - OFFICE SUPPLIES - I.S.	(10,216.98)	4,979.02	11,172.00	-	(16,409.96)	-	-	(13,267.86)
Report Totals:	60,624,544.68	141,244,146.15	151,853,946.13	464,048.69	50,478,793.39	443,344.30	706,281.96	52,904,886.32

Iowa County Treasurer's Semi-Annual Report for Period July 1, 2023 to December 31, 2023

Beginning Treasurer' s Balance		60,624,544.68
Expenses:		151,853,946.13
Total Expenses:		<u>151,853,946.13</u>
Change in Outstanding:		464,048.69
Revenues		141,244,146.15
Total Revenues		<u>141,244,146.15</u>
Calculated Ending Treasurer' s Balance	\$	50,478,793.39
Plus Outstanding American Rescue Plan Act Funds		
Plus Deferred / accrued revenue, less Outstanding Liabilities (taxes to be apportioned, nsf mv pymts, Qtrly payroll taxes, etc), Outstanding bank items, Stamped warrants	\$	2,426,092.93
Total Calculated Ending Treasurer's Balance	\$	<u>52,904,886.32</u>
Actual Ending Treasurer' s Balance	\$	52,904,886.32

I hereby certify the above report to be a true and Accurate account of transactions during the Period(s) specified.



Tina M. Bertrand, Woodbury County Treasurer

Iowa Health and Human Services
 DIVISION OF PUBLIC HEALTH
 SERVICE AGREEMENT
 SERV588SME08

This Contract is for Medicolegal Death Investigator Training. The parties are identified and agree as follows:

SECTION 1. IDENTITY OF THE PARTIES

1.1 The Division of Public Health (“Agency”) is authorized to enter into this Contract. Agency’s address is Lucas State Office Building, 321 East 12th Street, Des Moines, Iowa 50319-0075.

1.2 Woodbury County Board of Supervisors (“Contractor”), a county governmental entity, is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor’s address is 620 Douglas Street, Sioux City, IA 51101.

1.3 IowaGrants:

It is the Contractor’s sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking components including contractual forms, reporting forms, and claims submission.

The Contractor designates Rachel Burns as the Grantee Contact in IowaGrants (www.iowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

All contract-related communications shall occur through the correspondence component of the grant site within IowaGrants.

1.4 Key Personnel for Project Implementation:

The following individual(s) shall be considered key personnel for purposes of fulfilling work and services of this contract:

Agency Personnel

Name	Title	Email Address	Phone Number
Dennis F. Klein, MD	Bureau Chief	Dennis.klein@idph.iowa.gov	515-725-1400
Aaron Hallengren	Program Consultant	aaron.hallengren@idph.iowa.gov	515-725-1400

Contractor Personnel

Name	Title	Email Address	Phone Number
Julie Breiner	Project Director or Coordinator	julie.breiner@unitypoint.org matthewung@woodburycountyiowa.gov	712-279-3167
Dennis Butler	Financial Director	dbutler@woodburycountyiowa.gov	712-279-6525
Sarah Harris	Name of Person Attending Course	harris_s22@yahoo.com	712-389-0988

SECTION 2. PURPOSE

The parties have entered into this Contract for the purpose of retaining the Contractor to send a county medical examiner physician/investigator to the Des Moines Area Community College's Medicolegal Death Investigator Training Course held May 1-3, 2023 in Ankeny, IA.

SECTION 3. DURATION OF CONTRACT

The term of this Contract shall be May 1, 2023 through May 3, 2023, unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 4. SCOPE OF SERVICES

4.1 Scope of Services. The Contractor shall provide the following services in accordance with the defined performance criteria as set forth below

4.1.1 The Contractor shall send Sarah Harris to the May 1-3, 2023 session of the Medicolegal Death Investigator Training Course in St. Louis, Missouri.

4.1.2 The Contractor shall follow all directions included in this contract to seek reimbursement for allowed expenses (course registration, travel, and hotel).

4.2 Non-Exclusive Rights. This Contract is not exclusive. The Department reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

4.3 Performance Measure. The person identified in section 4.1.1 shall be physically present at the May 1-3, 2023 session of the Medicolegal Death Investigator Training Course in Ankeny, Iowa. This course shall be successfully completed as evidenced by submitting to the Agency a copy of the course completion certificate awarded at the end of the course.

The Contractor shall submit any documentation required for the performance measure into the progress reports component of the grant site within IowaGrants.gov.

SECTION 5. COMPENSATION

5.1 Pricing. The Contractor will be reimbursed actual expenses incurred up to \$800 for travel, lodging, and course registration fees only. The maximum reimbursement rates allowed by the State of Iowa for travel to Ankeny are described as follows:

Airline: If applicable, must be the most economical mode of airline travel (coach or economy class). Original receipts including boarding passes/itinerary, original receipts for airport parking and shuttle services between hotel and airport are required to be submitted for reimbursement.

Mileage: If travel is by automobile, \$0.50 per mile (mileage must be documented and the route of travel must include travel from beginning and ending destination points).

Hotel: Daily rate is not limited outside the state of Iowa, but must be reasonable. A detailed original receipt from the hotel is required. Credit card receipts are NOT acceptable for any expense.

Registration: Course registration original receipt is required. No credit card receipts.

****Food, beverages and gas will not be reimbursed through this grant****

5.2 Billings. The Contractor shall complete and submit an invoice, along with copies of original and itemized receipts for the aforementioned reimbursable expenses, and a copy of the course completion

certificate within IowaGrants.gov for services rendered in accordance with this Contract within 30 days from the course completion date by January 31, 2024. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 and 11 Iowa Administrative Code 41.1(8A). The Agency may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.

Unless otherwise agreed in writing by the parties, the Agency shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

5.3 Delay of Payment Due to Contractor's Failure. If the Agency in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

5.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, or pursuant to any judgment the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

SECTION 6. TERMINATION

6.1 This agreement may be terminated by either party with a thirty (30) day written notice.

6.2 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of the Agency, shall:

6.2.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Agency may require.

6.2.2 Immediately cease using and return to the Agency any personal property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

6.2.3 Comply with the Agency's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

6.2.4 Cooperate in good faith with the Agency, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

6.2.5 Immediately return to the Agency any payments made by the Agency for services that were not rendered by the Contractor.

SECTION 7. CONFIDENTIAL INFORMATION

7.1 Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Agency to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall provide to the Agency a written description of its policies and procedures to safeguard confidential information upon request of the Agency. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The

Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential data shall remain the property of the Agency at all times.

7.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Agency, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Agency. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency.

7.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the confidential information.

7.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the Agency any unauthorized disclosure of confidential information.

7.5 Survives Termination. The Contractor's obligation under this Contract shall survive termination of this Contract.

SECTION 8. IT STANDARDS

The Contractor will comply with and adhere to the following Agency and State information technology standards and provide training to Contractor's employees and subcontractors concerning such standards, procedures and protocols as applicable.

- (1) Data Backup Standard: Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Agency required services.
- (2) Data Stewardship Standard: Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Agency required services.
- (3) Interconnectivity Standard: Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Agency required services.
- (4) Laptop Data Protection Standard: Applicable to Contractors which utilize laptops to process, store, transmit or monitor data essential to the performance of Agency required services or connects to state owned or managed network.
- (5) Removable Storage Encryption Standard: Applicable to Contractors which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of Agency required services.
- (6) Web Application Security Standard: Applicable to Contractors which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web based services.
- (7) Website Accessibility Standard: Applicable to Contractors which develop and maintain Agency web pages.

Current state information technology standards are accessible online at <https://ocio.iowa.gov/home/standards>.

Section 9. INDEMNIFICATION

9.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State of Iowa and the Agency, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or arising from:

9.1.1 Any breach of this Contract;

9.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

9.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

9.1.4 Any failure by the Contractor to comply with the compliance with the Law provision of this Contract;

9.1.5 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

9.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

9.1.7 Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

9.2 Indemnification by the Agency

9.2.1 The Agency shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Contractor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the Agency while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

9.2.2 If the Agency makes any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, that person shall promptly repay such amounts to the Agency, without interest.

9.3 Survives Termination. Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 10. WARRANTIES

10.1 Concepts, Materials, and Works Produced. Contractor represents and warrants that all the concepts, materials and works produced, or provided to the Agency pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials and works and the Agency's use of same and the exercise by the Agency of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract.

10.2 Copyrights and Rights in Data: Where activities supported by this contract produce an original computer program (including executable computer programs and supporting data in any form), writing, sound recording, pictorial reproduction, drawing or other graphical representation and work of similar nature, the Agency reserves the right to its use, duplication, and disclosure, in whole or in part, in any manner for any purpose whatsoever.

10.3 Professional Practices. The Contractor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

10.4 Conformity with Contractual Requirements. The Contractor represents and warrants that the Works will appear and operate in conformance with the terms and conditions of this Contract.

10.5 Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency.

10.6 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

SECTION 11. CONTRACT ADMINISTRATION

11.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any Agency, division or department of the state. Neither the Contractor nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

11.2 Compliance with the Law The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, or rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, executive orders, and orders when performing the work and services under this Contract, including without limitation the following: all laws applicable to the prevention of discrimination in employment (including Iowa Code section 19B.7 and chapter 216), all laws applicable to the nondiscriminatory provision of services or benefits, all laws applicable to accessibility of facilities, and all laws applicable to the use of targeted small businesses as subcontractors or suppliers.

The Contractor, its employees, agents, and subcontractors shall also comply with all federal, state, and local laws regarding permits and licenses that may be required to carry out the work and services to be performed under this Contract.

The Contractor may be required to submit its affirmative action plan, containing goals and time specifications and accessibility plans and policies, to the State to comply with the requirements of 11 IAC chapter 121.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

The Contractor agrees that compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the Department of Administrative Services prior to the execution of the Contract shall be a condition

of the Contract binding upon the Contractor, its successors, and assignees. Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the Agency may cancel, terminate, or suspend, in whole or in part, this Contract. The Agency may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law.

The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

11.3 Amendments. This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

11.4 Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency and the Contractor.

11.5 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

11.6 Assignment and Delegation. This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

11.7 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

11.8 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

11.9 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here from. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

11.10 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

11.11 Supersedes Former Contracts or Agreements. This Contract supersedes all prior Contracts or Agreements between the Agency and the Contractor for the services provided in connection with this Contract.

11.12 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

11.13 Notice

11.13.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Agency: Division of Public Health
Attn: Aaron Hallengren
Iowa Office of the State Medical Examiner
2250 South Ankeny Boulevard
Ankeny, Iowa 50023

If to the Contractor: Woodbury County Board of Supervisors
Attn: Julie Breiner
Address: 620 Douglas Street, Sioux City, IA 51101

11.13.2 Each such notice shall be deemed to have been provided:

11.13.2.1 At the time it is actually received; or,

11.13.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

11.13.2.3 Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

11.13.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

11.14 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

11.15 Time is of the Essence. Time is of the essence with respect to the performance of the terms of this Contract.

11.16 Authorization. Each party to this Contract represents and warrants to the other parties that:

11.16.1 The signatory has the right, power and authority to enter into this Contract and to bind the party represented by the signatory to this Contract.

11.16.2 The party has the right, power, and authority to perform its obligations under this Contract.

11.16.3 The party has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

11.17 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

11.18 Solicitation. The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency accepting bona fide employees or selling agents maintained for the purpose of securing business.

11.19 Obligations beyond Contract Term. This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

11.20 Delay or Impossibility of Performance. The Contractor shall not be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of this Contract.

11.21 Recovery of Funds. If the Agency or any state or federal agency determines that the Contractor has been reimbursed for any cost that is unallowable, unallocable, or unreasonable under this contract, the Contractor shall repay those funds within thirty (30) business days of receiving written notice from the Agency. The Agency may additionally withhold any payment under this contract if the Contractor fails to repay those funds by the established deadline. The Contractor's obligation to repay funds survives the termination of this contract.

SECTION 12. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

For and on behalf of the Agency:

For and on behalf of the Contractor:

Dennis F. Klein, M.D.,
State Medical Examiner
Division of Public Health

Matthew Ung
Woodbury County Board of Supervisors

Date: _____

Date: _____

IOWA OFFICE OF THE STATE MEDICAL EXAMINER
2250 S. ANKENY BLVD. / ANKENY, IOWA 50023 - 9093
PHONE# 515 - 725 - 1400 / FAX# 515 - 725 - 1414
INTERNET: [HTTP://WWW.IOSME.IOWA.GOV](http://www.iosme.iowa.gov)

Dennis F. Klein, M.D.
State Medical Examiner

Jonathan G. Thompson, M.D.
Deputy State Medical Examiner

Kelly W. Kruse, M.D., M.P.H.
Associate State Medical Examiner

Jacob B Smith, M.D.
Associate State Medical Examiner

Accredited by the National Association of Medical Examiners





Pathology Medical Services of Siouxland, P.C.
2720 Stone Park Blvd., Sioux City, Iowa 51104-3734
Phone: (712) 279-3226 Fax (712) 279-7034

J.T. Quesenberry, MD, FCAP, Lab Director
J.A. Breiner, MD, FCAP
B.W. Noll, MD, FCAP
B.W. Steussy, MD FCAP

February 16, 2024

Mr. Matthew Ung
Chair, Woodbury County Board of Supervisors

Dear Mr. Ung,

Thank you for speaking with me over the past few weeks. With the news that the Board of Supervisors has approved the addition of Medical Examiner Investigators (MEI's) for Woodbury county death investigations, I will rescind my letter of resignation as Woodbury County Medical Examiner.

There is much work to be done to get this program off to a solid start. To begin, I ask that Elizabeth Ford and Sarah Harris, both paramedics, be approved as MEI's. Both have previously attended a death investigation training course given by the State Medical Examiner's office. I feel that once they are comfortable with the process and the reporting/paperwork, we can look at other applicants and add to the team.

A longer ranging goal is to transition the "office" of the Woodbury Medical Examiner from the hospital to the county setting. This too, will be a process, and will require a new phone number for the medical examiner's office and staff (county personnel—a "coordinator" of sorts that has been alluded to previously) to handle the requests and answer questions.

I appreciate the support of the board as we undertake this project and begin a new model of more efficient death investigation in Woodbury county.

Sincerely,

A handwritten signature in blue ink that reads "Julie A. Breiner".

Julie A. Breiner, MD



Woodbury County Commission of Veteran Affairs
1211 TriView Avenue, Suite A
Sioux City, Iowa 51103
Phone: 712-279-6605 or 6606
Fax: 712-224-4093



Katherine Moreno
Chairperson

Joseph Donovan
Vice-Chairperson

Emily Clayton
Member

John Mansfield
Member

TJ Fennell
Member

February 14, 2024

Woodbury County Supervisors

RE: Director Loni Kuhlmann's

We the Commissioners of the Woodbury County Commission of Veteran Affairs are respectfully submitting our recommendation for Director Kuhlmann to receive a raise for the 2024 – 2025 Fiscal Year. This wage increase would be effective immediately/soonest.

We have taken into consideration comparable hourly wages of Veteran Affairs Directors from 5 counties in Iowa. We feel that with the size of our County, the length of employment & the population of Veterans in Woodbury County, this is a comparable wage.

Our recommendation is an annual salary rate of \$ 70,720.00 per year. We recommend that this annual salary take immediate/soonest effect.

In addition we recommend that Loni Kuhlmann be eligible for the County COLA, impacting on 1 July 2024.

Thank you for your consideration regarding this matter.

Running Awards for Beneficiaries in Iowa by County

Payment Month: December 2023

County Nm	Live Compensation		Live Pension		Benefits Survivor Pension		DIC - Death Indemnity Compensation		Grand Total	
	Count	Gross Amount	Count	Gross Amount	Count	Gross Amount	Count	Gross Amount	Count	Gross Amount
ADAIR	112	171,008	1	887	6	3,370	10	16,812	129	192,077
ADAMS	53	94,449	2	1,909	1	203	6	10,419	62	106,980
ALLAMAKEE	202	395,046	13	11,041	7	3,216	33	55,618	255	464,921
APPANOOSE	239	356,481	6	6,467	7	3,756	29	47,034	281	413,738
AUDUBON	101	164,795	2	376	6	2,416	6	9,677	115	177,264
BENTON	372	684,459	6	7,031	13	12,757	40	68,012	431	772,259
BLACK HAWK	1,634	2,810,439	87	77,294	46	38,043	189	311,116	1,956	3,236,892
BOONE	573	872,167	3	4,037	7	7,425	40	66,964	623	950,594
BREMER	369	661,677	12	9,034	5	1,748	42	71,826	428	744,285
BUCHANAN	272	505,805	5	7,418	8	6,504	38	63,396	323	583,124
BUENA VISTA	218	330,112	10	6,032	9	5,931	21	36,665	258	378,740
BUTLER	163	347,700	1	2,727	3	4,187	25	42,384	242	396,998
CALHOUN	164	236,584	4	2,412	5	1,167	9	14,857	182	255,020
CARROLL	367	537,749	5	5,677	11	6,510	34	53,933	417	603,869
CASS	257	352,586	7	6,263	13	9,025	34	57,637	311	425,511
CEDAR	265	441,652	8	5,705	2	706	20	32,283	295	480,347
CERRO GORDO	846	1,226,185	50	56,695	41	37,086	86	145,652	1,023	1,465,618
CHEROKEE	224	337,410	3	2,469	4	275	14	24,348	245	364,502
CHICKASAW	161	258,714	7	8,517	4	2,406	25	44,713	197	314,350
CLARKE	185	316,783	7	6,278	4	3,482	20	34,709	216	361,252
CLAY	230	343,148	10	11,294	9	5,981	22	36,435	271	396,858
CLAYTON	282	507,118	10	8,839	11	4,920	33	57,083	336	577,960
CLINTON	662	1,126,344	23	24,581	26	26,546	89	152,552	800	1,330,023
CRAWFORD	223	289,750	10	13,896	9	4,331	34	48,396	276	356,374
DALLAS	1,138	1,995,809	15	17,064	26	17,411	83	136,011	1,262	2,166,294
DAVIS	120	221,139	3	237	5	3,245	16	27,384	144	252,004
DECATUR	151	255,689	8	8,815	6	4,139	11	18,425	176	287,068
DELAWARE	192	308,174	5	1,369	6	3,370	21	34,895	224	347,808
DES MOINES	574	1,070,682	27	23,971	8	4,603	62	103,855	671	1,203,112
DICKINSON	295	522,092	16	13,521	14	8,749	41	65,037	366	609,399
DUBUQUE	1,268	2,232,366	28	39,548	16	10,377	135	221,856	1,447	2,504,147
EMMET	200	352,643	4	3,767	13	9,887	25	43,629	242	409,926
FAYETTE	251	375,168	16	13,341	5	4,644	24	41,103	296	434,256
FLOYD	277	431,219	9	8,478	11	7,744	40	65,219	337	512,659
FRANKLIN	145	225,449	2	3,679	7	5,107	12	22,207	166	256,442
FREMONT	186	303,326	2	627	3	421	14	24,063	205	328,437
GREENE	169	277,213	4	3,560	3	731	15	25,219	191	306,723
GRUNDY	162	272,270	4	3,025	5	3,069	23	40,518	194	318,882
GUTHRIE	239	357,045	10	11,121	6	2,070	25	42,412	280	412,648
HAMILTON	238	339,130	6	6,180	6	4,466	16	27,516	266	377,292
HANCOCK	179	230,049	7	8,593	3	1,568	21	33,271	210	273,481
HARDIN	282	420,693	9	10,643	5	1,786	21	35,786	317	468,908
HARRISON	406	656,103	9	7,596	7	2,760	19	32,412	441	698,871
HENRY	281	518,799	5	3,835	8	7,496	42	69,903	336	600,033
HOWARD	180	240,599	10	10,461	9	5,151	15	25,219	214	281,430
HUMBOLDT	173	258,357	1	2,727			11	19,909	185	280,993
IDA	106	178,569	1	533			9	14,857	116	193,960
IOWA	209	418,066	3	2,434	7	5,653	22	36,508	241	462,660
JACKSON	348	655,344	10	11,456	2	507	34	57,231	394	724,537
JASPER	679	1,028,502	15	19,348	8	7,159	40	65,621	742	1,120,630
JEFFERSON	166	329,315	26	14,901	2	2,403	27	43,073	221	389,692
JOHNSON	1,299	2,254,675	34	29,713	14	12,387	103	171,952	1,450	2,468,727
JONES	285	510,537	7	7,586	4	3,920	38	62,852	334	584,895
KEOKUK	139	275,669	7	5,516	6	4,564	21	34,553	173	320,301
KOSSUTH	246	375,727	14	6,307	6	1,131	22	36,907	288	420,072
LEE	510	904,468	16	12,202	13	11,630	49	83,892	588	1,012,192
LINN	2,851	4,942,749	88	96,512	60	58,581	285	476,815	3,284	5,574,657
LOUISA	143	251,781	7	5,038	8	2,271	16	28,030	174	287,120
LUCAS	159	272,250	1	1,750	1	90	10	18,638	171	292,728
LYON	166	266,900	1	90	7	745	18	30,324	192	298,059
MADISON	377	625,343			2	1,517	33	54,553	412	681,413
MAHASKA	258	461,711	18	12,442	12	9,205	26	43,743	314	527,102
MARION	659	1,100,389	13	14,268	4	4,204	45	71,434	721	1,190,294
MARSHALL	596	860,271	128	234,214	38	44,623	32	55,260	794	1,194,368
MILLS	556	964,938	1	868	4	2,350	33	52,595	594	1,020,751
MITCHELL	150	215,832	5	5,536	9	8,598	19	32,955	183	262,921
MONONA	181	238,950	6	7,395	7	5,624	10	13,939	204	265,908
MONROE	162	287,775	2	1,237	3	1,696	29	50,194	196	340,903
MONTGOMERY	214	348,203	3	1,909	3	1,271	28	45,405	248	396,789
MUSCATINE	490	859,808	19	14,758	11	5,017	58	99,186	578	978,769
OBRIEN	204	257,563	7	8,663			19	33,839	230	300,064
OSCEOLA	80	143,517	3	1,520	2	180	10	16,470	95	161,687
PAGE	305	513,069	6	7,017	4	3,274	35	60,326	350	583,686
PALO ALTO	180	256,765	6	5,599	4	3,088	26	46,269	216	311,721
PLYMOUTH	306	460,762	5	3,866	6	3,242	42	71,177	359	539,048
POCAHONTAS	105	144,371	9	7,361	4	1,658	12	17,740	130	171,130
POLK	7,955	13,260,715	191	227,714	124	116,850	625	1,039,879	8,895	14,645,158
POTTAWATTA..	2,145	3,305,186	40	48,704	25	20,400	195	333,099	2,405	3,707,389
POWESHIEK	265	447,378	6	9,034	3	1,015	27	46,056	301	503,483
RINGGOLD	96	134,599	4	4,871	1	183	17	28,444	118	168,097
SAC	184	223,593	4	5,314	3	1,429	20	33,282	211	263,618
SCOTT	2,779	5,140,424	67	80,826	49	39,530	247	414,616	3,142	5,675,396
SHELBY	248	384,830	4	4,273	2	180	16	27,859	270	417,141

Running Awards for Beneficiaries in Iowa by County
 Payment Month: December 2023

County Nm	Live Compensation		Live Pension		Benefits Survivor Pension		DIC - Death Indemnity Compensation		Grand Total	
	Count	Gross Amount	Count	Gross Amount	Count	Gross Amount	Count	Gross Amount	Count	Gross Amount
	SIOUX	312	493,098	6	10,847	11	8,260	24	40,263	353
STORY	1,072	1,662,054	9	7,843	20	15,107	76	124,370	1,177	1,809,374
TAMA	240	407,164	5	4,852	3	2,612	30	50,700	278	465,328
TAYLOR	110	166,700	4	3,868	2	1,437	11	17,740	127	189,745
UNION	215	327,231	2	521	2	708	31	52,564	250	381,024
VAN BUREN	118	208,489	5	6,795	3	355	14	25,204	140	240,843
WAPELLO	464	770,442	16	14,768	14	13,761	57	93,891	551	892,862
WARREN	1,196	1,946,422	13	16,452	15	14,074	62	106,708	1,286	2,083,657
WASHINGTON	324	597,387	17	9,412	9	7,046	36	62,547	386	676,392
WAYNE	104	171,489			1	92	12	19,751	117	191,332
WEBSTER	700	955,305	11	12,925	17	10,292	44	75,280	772	1,053,802
WINNEBAGO	208	267,512	4	3,502	6	5,348	19	33,154	237	309,515
WINNESHIEK	267	416,804	6	4,120	7	3,551	26	44,253	306	468,728
WOODBURY	1,464	2,169,410	39	31,607	20	11,478	141	232,336	1,664	2,444,831
WORTH	166	260,457	2	2,548	3	3,204	13	22,678	184	288,887
WRIGHT	221	286,628	5	1,631	3	278	16	26,638	245	315,174
Grand Total	48,312	79,639,311	1,413	1,541,502	1,023	784,563	4,501	7,536,020	55,249	89,501,396

From: Melissa Thomas <melissathomas@woodburycountyiowa.gov>

Sent: Thursday, February 15, 2024 3:21 PM

To: Lisa Robinson <lrobinson@woodburycountyiowa.gov>

Subject: VA Director Comps

Linn County \$75,258 to \$116,649 current director since 7/25/2022 \$82,308.00

Pott County \$67,750

Dubuque \$59,052.25 - \$72,785

Blackhawk \$69,371 - \$96,737 current director since 02/2019 \$74,840

Story \$66,815 - \$96,769 current director since 04/1999 \$87,668

Johnson \$72,\$72,610 - \$101,655 current director since 2012 \$93,828.00

Melissa Thomas
Human Resources Director
Woodbury County
(712) 279-6480
(712) 253-6534

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

Date: 02/15/2024 Weekly Agenda Date: 02/20/2024

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

WORDING FOR AGENDA ITEM:

Consider approval of a resolution to change the functional classification of roads within the MPO Boundary

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

A resolution is presented with recommended changes in the federal functional classification of roads within the MPO planning boundaries.

BACKGROUND:

Sioux City and Iowa DOT planning staff have reviewed the functional classification of roads within the MPO boundaries and have recommended changes in classification to some roads that are under county jurisdiction.

FINANCIAL IMPACT:

No cost to the county. These roads will be eligible for federal aid funds in the future with the classification change.

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 change functional classification.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution for federal functional classification changes.

RESOLUTION APPROVING THE CITY OF SIOUX CITY'S FY 2024 REQUEST TO THE IOWA DEPARTMENT OF TRANSPORTATION AND THE FEDERAL HIGHWAY ADMINISTRATION TO REVISE THE FEDERAL FUNCTIONAL CLASSIFICATION MAP.

RESOLUTION NO. _____

WHEREAS, Federal Functional Classification is the process by which streets and highways are grouped into classes according to the character of service they are intended to provide; and

WHEREAS, these Classifications include Interstate, Other Principal Arterial, Minor Arterial, Collector, and Local streets; and

WHEREAS, Woodbury County and the City of Sioux City periodically reviews the system of streets and highways for appropriate changes to classification of the various segments of the system; and

WHEREAS, a recent review of the system has revealed the need for a change to the Federal Functional Classification Map of road segments due to changes in traffic flow and existing and planned roadway infrastructure in Sioux City.

NOW, THEREFORE, BE IT RESOLVED BY THE WOODBURYCOUNTY BOARD OF SUPERVISORS, that Woodbury County hereby requests the Iowa Department of Transportation to request the Federal Highway Administration to make the following changes to the Federal Functional Classification Map:

Map Number	Street	From	To	Street Length	Current Classification	New Classification
Woodbury County						
51	Glen Ellen Road	Whispering Creek Drive	Gordon Drive	1730	N/A	Collector
52	Buchanan Avenue	Gordon Drive	Correctionville Road	7500	Local	Collector
53	155th Street	Buchanan Avenue	Stone Avenue	6050	Local	Collector

Matthew Ung, Chair

Daniel A. Bittinger II, Member

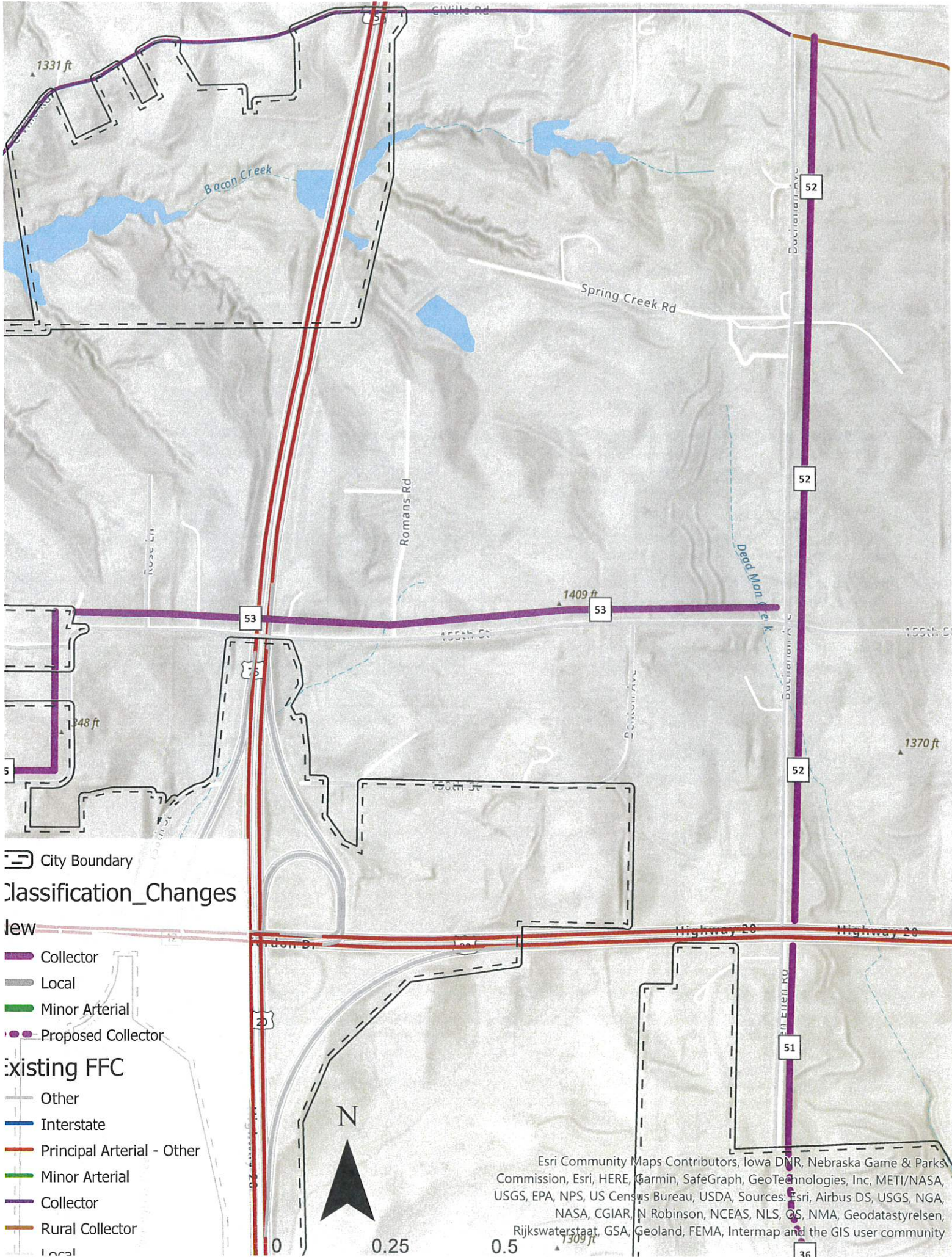
Mark Nelson, Member

Keith Radig, Member

Jeremy Taylor, Member

Attest:

Patrick Gill, Auditor



City Boundary

Classification_Changes

- low
- Collector
 - Local
 - Minor Arterial
 - - - Proposed Collector

- Existing FFC
- - - Other
 - Interstate
 - Principal Arterial - Other
 - Minor Arterial
 - Collector
 - Rural Collector
 - - - Local



0 0.25 0.5 1.0

Esri Community Maps Contributors, Iowa DNR, Nebraska Game & Parks Commission, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

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

Date: 2/14/2024

Weekly Agenda Date: 2/20/2024

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor J. Taylor

WORDING FOR AGENDA ITEM:

Motion to De-Obligate Certain Funds for Maintenance Expenses at the New LEC; Approve \$150,000 to the Courthouse Long-Term Capital Improvement Project Fund

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Taxpayers are being directly taxed \$400,000 annually for the LEC Maintenance Fund. The BOS/LEC Authority has consensus of the need of a long-term maintenance fund which can build to \$8 million after the life of the 20-year bond, so that its purpose and a change in direction is no longer contemplated. While the request was made by Supervisor/LEC liaison Mark Nelson on 2-13-24 to utilize any potential repair funds in this first year from the Maintenance Fund--after all, it has more than \$400,000 taxpayer dollars captured than would originally have been anticipated--the two other LEC Authority members unfortunately did not concur.

Furthermore, it is of note that no concurrence or agreement has been reached on longstanding lease issues insofar as the county has not agreed to fund an additional amount of any repair under \$25,000 (a number that apparently only exists as a suggested threshold under which an Authority member believes the county should make additional taxpayer funded repairs to the building). Notwithstanding, the LEC Authority has a legal obligation to keep this brand new building in working and operable condition with no guarantee of additional maintenance costs to the "tenant" or the county.

BACKGROUND:

The purpose of the Maintenance Fund was to assure bondholders and taxpayers alike that the building would not necessitate another bond issue or further debt.

The current Maintenance Fund has a total of \$1 million as of November 1, 2023 and will grow to \$1.2 million by May 1, 2024. The direct taxation of \$400,000 is over and above the \$3.6 million bond payment the county asks taxpayers for every year.

This item calls for the de-obligation of the following line items dealing with repairing maintenance equipment and HVAC for this brand new building with brand new (warrantied) equipment. Given the robust warranties, maintenance and service contracts, the following items in total of \$170,000 should be de-obligated and replaced with a \$20,000 fund for minor repairs should the county agree to a certain threshold under which they believe it appropriate to even make such repairs. Understanding that for the present time the LEC Authority members are focused on getting the building open, it will be critical to address the lease issues soon after the opening of the facility. The following line items are in question and all deal with a repair budget:

--44100 \$78,900

--44400 \$31,300

--44902 \$60,000

Replace all three line items with a single line item of \$20,000 for any incidental repairs directing the building services director to work IAW the LEC Authority to ensure the integrity of warranties and only make such repairs after agreed-upon provisions to the lease have been made.

FINANCIAL IMPACT:

- A. De-obligate \$150,000 from Building Services budget in support of the LEC Authority Maintenance for FY 25.
- B. Reallocate \$150,000 to the new County Courthouse Long-Term CIP Fund.

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

Yes No

RECOMMENDATION:

- A. De-obligate \$150,000 from Building Services budget in support of the LEC Authority Maintenance for FY 25.
- B. Reallocate \$150,000 to the new County Courthouse Long-Term CIP Fund.

ACTION REQUIRED / PROPOSED MOTION:

- A. De-obligate \$150,000 from Building Services budget in support of the LEC Authority Maintenance for FY 25.
- B. Reallocate \$150,000 to the new County Courthouse Long-Term CIP Fund.