



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (JANUARY 22, 2019) (WEEK 4 OF 2019)

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

Agenda and Minutes available at: www.woodburycountyiowa.gov

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held January 22, 2019 at 3:00 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

3:00 p.m. 1. Update on Tax Rate Report – Dennis Butler Information
2. Budget Review Discussion for FY 2020 Page
a. County Sheriff
1. Uniform Patrol 5
2. Investigations 6
3. Drug Task Force – Federal Reimbursement 7-8
4. Correctional Facility – LEC 9-11
5. Administration 12-14
6. Civil Division 15
7. Highway Safety Grant 16-17
8. Crime Prevention 18
9. Courtroom Security 19-20
10. Courthouse Security 21-22
11. Sheriff Commissary 23-24
12. Prisoner Room & Board 25-27
13. Uniform Patrol 28
14. Sheriff Forfeiture 29
b. Supervisors
1. Hard Rock Gaming Fees 34-36
a. Summary of Allocations
b. Sheriff's Training Center (1 of 5 FY's) 35 & 43
c. Siouxland Regional Transit System 37
d. Woodbury County Senior Meal Program 38-40
2. Infrastructure/Economic Development

- a. Summary of Allocations
- b. Ag Center (1 of 10)
- c. Siouxland Initiative 62
- d. WIC Improvement Regional Housing 71
- e. Western Iowa Tourism 63-64
- f. Senior Comm. Service Action Agency of Siouxland 68-70
- g. Woodbury County Fair 65-67

c. **Debt Service Fund** 72-87

d. **Veteran Affairs**

- 1. Administration 3-5
- 2. IDVA Grant 6-7
- 3. Assistance 8

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

- 3. Citizen Concerns Information
- 4. Approval of the agenda Action

Consent Agenda

Items 5 through 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.

- 5. Approval of the minutes of the January 15, 2019 meeting
- 6. Approval of claims
- 7. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Approval of request to deauthorize county positions
 - c. Authorization to Initiate Hiring Process
 - d. Approval of the Agreement and Release
- 8. Community Economic Development – David Gleiser
 - a. Approval of amendment to the agreement with Simmering-Cory, Inc. for Comprehensive Plan Services
 - b. Authorize Community Economic Development Director to sign the Community Venture Network agreement
- 9. Board of Supervisors – Jeremy Taylor
 - Approval of LEC Expansion Committee Form

End Consent Agenda

- 10. Williams & Company – Jeff Peters
 - Discuss and receive the Woodbury County’s Certified Annual Financial Report for FY 2018 Action
- 11. Community Economic Development – David Gleiser
 - a. Consideration of appointment to the Zoning Commission Action
 - b. Consideration of appointment to the Board of Adjustment Action
 - c. Update on ACT Work Ready Communities Certification Information
- 12. Secondary Roads – Mark Nahra
 - Consider approval of a consultant agreement for design of the Mason Avenue Bridge replacement Action

- | | |
|--|-------------|
| 13. Board of Supervisors – Jeremy Taylor
Update regarding Rolling Hills Region’s action on FY 20 budget, Core Services
Strategic Planning meeting and remodeling of the Friendship House | Information |
| 14. Reports on Committee Meetings | Information |
| 15. Citizen Concerns | Information |
| 16. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- TUES., JAN. 22** **1:00 p.m.** Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
- THURS., JAN. 24** **11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
- 2:00 p.m.** Sioux City Conference Board meeting, City Council Chambers
- MON., JAN. 28** **6:00 p.m.** Zoning Commission meeting, First Floor Boardroom
- THURS., JAN. 31** **1:00 p.m.** Comprehensive Economic Development, 1122 Pierce Street
- MONDAY, FEB. 4** **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- TUESDAY, FEB. 5** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., FEB. 6** **9:00 a.m.** Loess Hills Alliance Protection meeting, Pisgah, Iowa
- 10:30 a.m.** Loess Hills Alliance Stewardship meeting
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.** Loess Hills Alliance Executive meeting, Pisgah, Iowa
- THUR., FEB. 7** **10:00 a.m.** COAD Meeting, Security Institute
- 11:30 a.m.** Western Iowa Community Improvement Regional Housing Trust Fund, 1122 Pierce
- SAT., FEB. 9** **12:30 p.m.** Conservation Strategic Planning Session, Dorothy Pecaut Nature Center
- WED., FEB. 13** **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- THUR., FEB. 14** **4:30 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., FEB. 20** **10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THUR., FEB. 21** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue

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

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

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

The Running Total: Current Tax Rates for FY 19

Certified budget March 15, 2018

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

-\$0.15

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

-\$0.86

The Running Total: Current Tax Rates for FY 20

Proposed January 1, 2019 Tax Rates*

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

+\$0.31

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

+\$0.50

**Total department budget requests including improvement items*

The Running Total: Current Tax Rates for FY 20

After January 2, 2019 Adjustment

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

+\$0.26

-\$0.05

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

+\$0.45

-\$0.05

The Running Total: Current Tax Rates for FY 20

After January 8, 2019 Adjustment

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

+\$0.23

-\$0.03

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

+\$0.41

-\$0.04

The Running Total: Current Tax Rates for FY 20

After January 15, 2019 Adjustment

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

+\$0.21

-\$0.02

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

+\$0.39

-\$0.02

Running Tally Report for Tax Askings
Proposed FY 2020
Updated - January 16, 2019

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

Tax Askings

	<u>General Basic</u>	<u>General Supplemental</u>	<u>County Services (MH)</u>	<u>Debt Service</u>	<u>Rural Basic</u>	<u>Total Tax Asking Increase or (Decrease)</u>
Changes:						
January 15, 2019						
Communication Center		4,162				4,162
Building Services:						
Courthouse Building	(26,853)					(26,853)
LEC	(17,560)					(17,560)
Trosper/Hoyt	(7,523)					(7,523)
Praire Hills	(1,027)					(1,027)
Anthon	(6,000)					(6,000)
District Health	(1,500)					(1,500)
Building Services	(16,950)					(16,950)
Tri-View	(2,000)					(2,000)
January 15, 2019	(79,413)	4,162	0	0	0	(75,251)
Subtotal	1,576,367	217,037	646,357	(811,343)	340,429	1,968,847
January 22, 2019						
						0
						0
						0
						0
						0
						0
January 15, 2019						0
	0	0	0	0	0	0
January 15, 2019						0

Proposed Tax Asking After Adjustments by Review Date
FY 20

<u>County Tax Fund</u>	FY 20 Proposed Tax Asking by Fund	<u>1/2/2019</u>	<u>1/8/2019</u>	<u>1/15/2019</u>	<u>1/22/2019</u>	<u>1/29/2019</u>	<u>2/5/2019</u>	<u>2/12/2019</u>	<u>2/19/2019</u>	Proposed Final Total	Difference
General Basic	18,029,259	(44,000)	(189,072)	(79,413)						17,716,774	(312,485)
General Supplemental	11,887,821	(70,000)	(250)	4,162						11,821,733	(66,088)
County Services	3,060,060	(93,373)								2,966,687	(93,373)
Debt Service	971,474									971,474	0
Rural Basic Services	3,107,594									3,107,594	0
Total	37,056,208	(207,373)	(189,322)	(75,251)	0	0	0	0	0	36,584,262	(471,946)

Running Tax Rate & Tax Asking Changes - FY20

Fund	Tax Rates			Tax Askings		
	Current Tax Rates FY 19	Proposed Starting Tax Rates FY 20	Proposed Tax Rate as of 1-16-19	Current Tax Askings FY19	Proposed Tax Askings FY 20 1-1-20	Proposed Tax Askings as of 1-16-19
General Basic	3.69591	4.03169	3.96274	16,140,407	18,029,259	17,720,936
General Supplemental	2.65730	2.65835	2.64264	11,604,696	11,887,821	11,821,733
County Service (Region)	0.53132	0.68429	0.66341	2,320,330	3,060,060	2,966,687
Debt Service	<u>0.37716</u>	<u>0.20098</u>	<u>0.20098</u>	<u>1,782,817</u>	<u>971,474</u>	<u>971,474</u>
Subtotal County Wide	7.26169	7.57531	7.469773	31,848,250	33,948,614	33,480,830
Rural Basic	<u>2.24345</u>	<u>2.43494</u>	<u>2.43494</u>	<u>2,767,165</u>	<u>3,107,594</u>	<u>3,107,594</u>
Total Townships Only	9.50514	10.01025	9.90471	34,615,415	37,056,208	36,588,424

JANUARY 15, 2019, THIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, January 15, 2019 at 2:30 p.m. Board members present were Ung, De Witt, Radig, Taylor, and Pottebaum. Staff members present were Karen James, Board Administrative Assistant, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, Dennis Butler, Budget/Tax Analyst, and Patrick Gill, Auditor/Clerk to the Board.

1. State of the Budget presentation by Dennis Butler. Copy filed.

2a. Motion by Taylor second by Pottebaum to set medical examiner body transfer fees at \$500.00 per trip beginning 7/1/19. Carried 4-1; Radig opposed.

Motion by Taylor second by Ung to receive the Medical Examiner budget as submitted. Carried 5-0.

Motion by Radig second by Taylor to receive the Communication Center budget as submitted. Carried 5-0.

Motion by Taylor second by Pottebaum to receive the StarComm Program budget increased by \$4,162.00. Carried 5-0.

b. Motion by Taylor second by Ung to receive the Building Services Courthouse budget reduced by \$26,853.00. Carried 5-0.

Motion by Taylor second by Ung to receive the Building Services LEC budget reduced by \$17,560.00. Carried 5-0.

Motion by Pottebaum second by De Witt to receive the Building Services Trospers/Hoyt budget reduced \$7,523.00. Carried 5-0.

Motion by Taylor second by Radig to receive the Building Services Anthon Courthouse budget reduced by \$6,000.00. Carried 5-0.

Motion by Taylor second by De Witt to receive the Building Services Prairie Hills Facility budget reduced by \$1,027.00. Carried 5-0.

Motion by Taylor second by Ung to receive the Building Services District Health Building budget reduced by \$1,500.00. Carried 5-0.

Motion by Taylor second by Ung to receive the Building Services Facility budget reduced by \$16,950.00. Carried 5-0.

Motion by Taylor second by Ung to receive the Building Services County Services Facility (Tri View) budget reduced by \$2,000.00. Carried 5-0.

c. Motion by Taylor second by Radig to receive the Secondary Roads budget as submitted. Carried 5-0.

Motion by Taylor second by Radig to receive the Secondary Roads – Special 5 Year Bridge Project budget as submitted. Carried 5-0.

Motion by De Witt second by Radig to receive the Roadside Management budget as submitted. Carried 5-0.

The Board recessed until 4:30 PM.

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

3. There were no citizen concerns.

4. Motion by Radig second by Taylor to approve the agenda for January 15, 2019. Carried 5-0. Copy filed.

Supervisor Ung asked that action to authorize the Chairperson to sign separation agreement and release between Patricia Erickson-Puttmann and Woodbury County be taken off the consent agenda to be voted on as a separate item.

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

- 5. To approve minutes of the January 8, 2018 meeting. Copy filed.
- 6. To approve the claims totaling \$847,832.83. Copy filed.
- 7. To receive the County Auditor's Quarterly report for October 1, 2018 through December 31, 2018. Copy filed.
- 8b. To approve the appointment of Anthony Gaul, Sheriff Reserve Officer, County Sheriff Dept., effective 3-18-11, \$1.00/year. Per Iowa Code 80D.11.; the reclassification of Patty Erickson-Puttmann, MHDS Service Coordinator, Sioux Rivers Dept., effective 12-31-18, \$101,306.59/year, 20%=\$17,378.75/yr. Other.; the separation of Dan Vanderlinden, P/T Asst. County Attorney, County Attorney Dept., effective 1-18-19. Resignation.; the reclassification of Alexander Jensen, Civilian Jailer, County Sheriff Dept., effective 1-29-19, \$20.06/hour, 4%=\$.78/hr. Per CWA Civilian Officers Contract agreement, from Class 3 to Class 2.; and the separation of Patty Erickson-Puttmann, MHDS Service Coordinator, Sioux Rivers Dept., effective 6-30-19. Resignation. Copy filed.
- 9. To approve the permit to work in the right of way for Century Link. Copy filed.

Carried 5-0.

Motion by Pottebaum second by De Witt to authorize the Chairperson to sign separation agreement and release between Patricia Erickson-Puttmann and Woodbury County. Carried 3-2 on a roll call vote; Ung and Radig opposed. Copy filed.

- 10a. A public hearing was held at 4:35 p.m. for the sale of parcel #894729177013, 423 Myrtle St. The Chairperson called on anyone wishing to be heard.

Motion by Radig second by De Witt to close the public hearing. Carried 5-0.

Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcel #894729177013, 423 Myrtle St., to Judy Seals, 2 Cushing St, Portland, ME, for \$220.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD
OF SUPERVISORS OF WOODBURY COUNTY, IOWA
RESOLUTION #12,803**

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By Judy Seals in the sum of Two Hundred Twenty Dollars & 00/100 (\$220.00)-----
-----dollars.

For the following described real estate, To Wit:

**Parcel #894729177013
Lot Four (4) in Block Fourteen (14), Tredway's Addition, City of Sioux City, Woodbury County, Iowa
(423 Myrtle Street)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 15th Day of January, 2019.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

10b. A public hearing was held at 4:37 p.m. for the sale of parcel #894721451009, 836 17th St. The Chairperson called on anyone wishing to be heard.

Motion by Radig second by Ung to close the public hearing. Carried 5-0.

Motion by Radig second by Taylor to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcel #894721451009. 836 17th St., to City of Sioux City, 405 6th St., Sioux City, for \$227.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD
OF SUPERVISORS OF WOODBURY COUNTY, IOWA
RESOLUTION #12,804**

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By City of Sioux City in the sum of Two Hundred Twenty-Seven Dollars & 00/100 (\$227.00)-----
-----dollars.

For the following described real estate, To Wit:

Parcel #894721451009
Lot Nine (9), except West Two Hundred Fifty (W 250) feet thereof, and the East Ten (E 10) feet of West Two Hundred Fifty (W 250) feet thereof, in Block Two (2), Kirk's Addition to Sioux City, in the County of Woodbury and State of Iowa
(836 17th Street)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 15th Day of January, 2019.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

11. Motion by De Witt second by Taylor to ratify the tentative agreement reached with CWA regarding the contract between the County and Deputy Sheriffs. Carried 4-1, Radig opposed. Copy filed.
12. Motion by Radig second by Taylor to take no action on a request by Mike Clayton, County Treasurer, to make a change to a clerk position. Carried 5-0. Copy filed.
13. Motion by Radig second by De Witt to receive for signatures a Resolution for National Stalking Awareness Month Proclamation January 2019. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,805
NATIONAL STALKING AWARENESS MONTH PROCLAMATION
JANUARY 2019

Whereas, under the laws of all fifty states, the U.S. Territories, the District of Columbia, and federal government, stalking is a crime;

Whereas, 6 – 7.5 million people were stalked in a one-year period in the United States, and the majority of victims are stalked by someone they know;

Whereas, 3 in 4 women killed by an intimate partner had been stalked by that intimate partner;

Whereas, many stalking victims lose time from work and experience serious psychological distress and lost productivity at a much higher rate than the general population;

Whereas, many stalking victims are forced to protect themselves by relocating, changing their identities, changing jobs, and obtaining protection orders;

Whereas, many stalkers use technology – such as cell phones, global positioning system (GPS), cameras, and spyware – to monitor and track their victims;

Whereas, there is a need for great public awareness about the nature, criminality, and potential lethality of stalking;

Whereas, criminal justice systems can enhance their responses to stalking by regular training and assertive investigation and prosecution of the crime;

Whereas, laws and public policies must be continually adapted to keep pace with new tactics used by stalkers;

Whereas, communities can better combat stalking by adopting multidisciplinary responses by teams of local agencies and organizations and by providing more and better victim services; and

Whereas, Woodbury County, Iowa is joining forces with victim service providers, criminal justice officials, and concerned citizens throughout Woodbury County, Iowa and the United States to observe National Stalking Awareness Month.

Now, Therefore, I Keith Radig, Chairman, on behalf of the Woodbury County Board of Supervisors, do hereby proclaim the month of January 2019 as

“STALKING AWARENESS MONTH”

in Woodbury County, Iowa and applaud the efforts of the many victim service providers, police officers, prosecutors, national and community organizations, and private sector supporters for their efforts in promoting awareness about stalking.

Be It So Resolved this 15th day of January 2019
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

14. Motion by Radig second by Ung to receive for signatures a Resolution for Martin Luther King Jr. Holiday as a Day of Service Proclamation. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,806
PROCLAMATION**

Whereas, Dr. Martin Luther King Jr. devoted his life to advancing equality, love, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

Whereas, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

Whereas, the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service, and

Whereas, since 1994 millions of Americans have been inspired by the life and work of Dr. Martin Luther King Jr. to serve their neighbors and communities on the King Holiday; and

Whereas, serving on the King Holiday is an appropriate way to honor Dr. King, meet local and national needs, bring citizens together, and strengthen our communities; and

Whereas, the King Day of Service is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

Whereas, each of us can and must contribute to making our communities better with increased opportunity for all our citizens, and

Whereas, citizens of Woodbury County have the opportunity to create and implement community service projects where they identify the need;

NOW, THEREFORE, I, Keith Radig, Chairman of Woodbury County Supervisors proclaim the Martin Luther King Jr. Holiday as a Day of Service in Woodbury County, and call upon the people of the County to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on Martin Luther King Day and throughout the year.

BE IT SO RESOLVED this 15th day of January, 2019.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

15. The Board heard reports on committee meetings.
16. There were no citizen concerns.
17. Board concerns were heard.

The Board adjourned the regular meeting until January 22, 2019.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: January 22, 2019

* PERSONNEL ACTION CODE:

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

TO: **WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
McMahon, Colleen	County Sheriff	1-15-19	Civilian Jailer			S	Resignation.
Zahnley, Dawn	Emergency Services	1-23-19	Clerk II	\$21.07/hour	0%	T	Position Transfer from Wage Plan Clerk II to AFSCME Clerk II.
Donaghu, Justin	County Sheriff	1-27-19	Jail Sergeant			S	Resignation.
Robson, Chad	Secondary Roads	1-30-19	Motor Grader Operator	\$23.15/hour		A	Job Vacancy Posted 11-21-18. Entry Level Salary: \$23.15/hour.
Stoos, McKenzie	County Treasurer	2-01-19	Clerk II	\$18.05/hour		R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 2 to Grade 3/Step 3.

APPROVED BY BOARD DATE: _____

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

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County
FROM: Melissa Thomas, Human Resources Director
SUBJECT: Memorandum of Personnel Transactions
DATE: January 22, 2019

For the January 22, 2019 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. County Sheriff Civilian Jailer, Resignation.
2. Emergency Services Clerk II, Position Transfer from Wage Plan to AFSCME.
3. County Sheriff Jail Sergeant, Resignation.
4. Secondary Roads Motor Grader Operator, Appointment.
5. County Treasurer Clerk II, from Grade 3/Step 2 to Grade 3/Step 3.

Thank you

HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

#7b

DATE: January 22, 2019

REQUEST TO DEAUTHORIZE COUNTY POSITION(S)

DEPARTMENT	POSITION	APPROVED	DISAPPROVED
Emergency Services	Wage Plan Clerk II		
	(Deauthorize to Authorize an AFSCME Clerk II)		

Chairman, Board of Supervisors

HUMAN RESOURCES DEPARTMENT

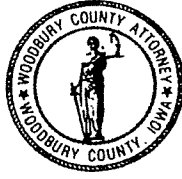
WOODBURY COUNTY, IOWA

DATE: January 22, 2019

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Attorney	P/T Assistant County Attorney	Wage Plan: \$28.15/hour or \$36,595/year		
County Sheriff	(2) Civilian Jailers	CWA: \$19.18/hour		
Emergency Services	AFSCME Clerk II	AFSCME: \$21.07/hour (Current Wage)		
	*Please see attached memos.			

Chairman, Board of Supervisors



WOODBURY COUNTY ATTORNEY

PATRICK "PJ" JENNINGS
COUNTY ATTORNEY

300 COURTHOUSE
620 DOUGLAS STREET
SIOUX CITY, IOWA 51101

TELEPHONE
712-279-6516
FAX # 712-279-6457

MEMORANDUM

Date: January 11, 2019
To: Board of Supervisors
From: PJ Jennings
RE: Request for New Hire

A handwritten signature in black ink, appearing to be "PJ Jennings", written over a faint circular stamp.

Supervisors:

Dan Vanderlinden will be resigning as our Domestic Violence Part-time prosecutor on January 18, 2019. This is a position fully funded by a federal grant. It is important to get a new attorney hired as soon as possible for the duties to continue the support we provide to survivors.

I ask that you now approve the hiring of a new part-time prosecutor.



Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

1/1 January 2019

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

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for **(2)** Correctional Officer position; January 23rd, 2019. We request this be placed on the agenda for the Tuesday, January 22nd, 2019, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink that reads "David Drew".

Dave Drew, Sheriff

Cc: file

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

Date: 01/17/2019 Weekly Agenda Date: 01/22/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

WORDING FOR AGENDA ITEM:

Approval of the Agreement and Release

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This is an agreement and release regarding the lawsuit between Michael Lane v. Woodbury County, Iowa and Karl Fredrick John Johnk

BACKGROUND:

FINANCIAL IMPACT:

see attached

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

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the agreement and release of Michael Lane v. Woodbury County, Iowa and Karl Frederick John Johnk

RELEASE

The undersigned Michael Lane hereby acknowledge payment to them, of the sum of Twenty-four thousand seven hundred fifty dollars and 00/100 (\$24,750.00) in consideration of which payment we do hereby release, acquit and forever discharge Karl Fredrick John Johnk, Woodbury County, Iowa and all other persons, firms and corporations, from any and all liability whatsoever, including all claims, demands, and causes of action of every nature affecting us which we may have or ever claim to have by reason:

- (a) A vehicle accident which occurred on November 26, 2015, at the corner of Highway 141 and County Road K64, near Hornick, Woodbury County, Iowa.
- (b) Any and all claims made or which could have been made in a lawsuit captioned *Michael Lane v. Woodbury County, Iowa and Karl Fredrick John Johnk*, bearing case number LACV173354 in the Iowa District Court for Woodbury County.

As a further consideration of said payment, we hereby agree:

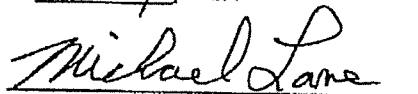
- 1. That this Release covers all injuries and damages, whether known or not and which may hereafter appear or develop arising from the matters above referred to.
- 2. That the above sum is all that we will receive for our claim and no promise for any other or further consideration has been made by anyone.
- 3. That this Release is executed as a compromise settlement of a disputed claim, liability for which is expressly denied by the party and/or parties released, and the payment of the above sum does not constitute an admission of liability on the part of any person or entity.
- 4. That we are executing this Release solely in reliance upon our own knowledge, belief and judgment, after consultation with our attorney, and not upon any representations made by the party released or others in their behalf.
- 5. That we will negotiate and pay from the proceeds of this settlement any and all medical bills and liens of medical providers, insurers, workers' compensation carriers, local, state or federal governments or agencies thereof and all other persons or firms with liens or subrogation interests arising from this incident.
- 6. That we will defend, indemnify and hold harmless the released parties herein from any and all liens, claims, demands, subrogation rights and causes of action whatsoever by anyone on account of the injuries and/or damages sustained in the aforementioned incident and/or with respect to the payment made pursuant to this release including any derivative claims.
- 7. The undersigned agree to indemnify and/or hold harmless the releasee(s), their heirs, executors, administrators, agents and assigns, and the Company, for any loss of Medicare benefits or for any recovery the Centers for Medicine and Medicaid Services may pursue. In addition, the undersigned agree personally and through legal representatives to release as part of

this agreement any right to bring any possible future action under § 1395y of the Medicare Secondary Payer Statute (MSP) against the releasees, their heirs, executors, administrators, agents and assigns and the Company.

THAT WE HAVE READ THE FOREGOING RELEASE, AND UNDERSTAND ITS TERMS AND FREELY AND VOLUNTARILY SIGN THE SAME. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING!

Dated at 0:630 this 10th day of January, 2019.



Michael Lane

Witness:

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

#8a

Date: 12/31/2018 Weekly Agenda Date: 1/22/2019

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

WORDING FOR AGENDA ITEM:

Amendment to the agreement with Simmering-Cory, Inc. for Comprehensive Plan Services

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the board to approve an amendment to the contract agreement with Simmering-Cory, Inc. (SCI) to develop comprehensive plans for 11 rural cities.

BACKGROUND:

On 7/12/16, the Board awarded a contract to SCI for the development of comprehensive plans for 11 rural cities. Due to a variety of factors, SCI will be unable to complete all 11 cities by the original 36-month contract end date. As such, SCI requests the Board to amend their agreement and extend their completion date out an additional 12 months to 7/12/20.

FINANCIAL IMPACT:

0

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 amendment to the contract.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the amendment to the contract and authorize the Chairman to sign it.

AMENDMENT No. 1

Amendment No. 1 to the Agreement for Comprehensive Plan Services dated July 12, 2016 between Woodbury County hereinafter called COUNTY, and Simmering-Cory, Inc., hereinafter called SCI, WITNESSETH:

WHEREAS, the COUNTY and SCI entered into an agreement on July 12, 2016 for SCI to provide COUNTY with services related to the development of Comprehensive Plans for eleven rural cities in Woodbury County. The scope and terms of the PROJECT are set forth in the original agreement. The term "PROJECT" in this amendment shall have the same meaning as set forth in the original agreement.

WHEREAS, the original agreement between the two parties set forth a 36-month completion timeframe for the PROJECT.

WHEREAS, the original agreement between the two parties set forth a not-to-exceed cost of \$112,530 for the PROJECT, as outlined in the original agreement.

WHEREAS, the COUNTY and SCI now agree that additional time is needed to complete the work for which SCI was retained originally, namely the PROJECT.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

This amendment hereby amends and changes the completion date for the PROJECT to July 1, 2020.

This amendment does NOT alter or change the scope of services or compensation for the PROJECT as outlined in the original agreement.

No other changes to the original agreement are made by this amendment.

Woodbury County, Iowa

By: _____

_____, Chairperson

Date: _____

Attest:

By: _____

Simmering-Cory

By:  _____

Justin Yarosevich, President

Date: 12.20.2018

AGREEMENT FOR COMPREHENSIVE PLAN SERVICES

ARTICLE I. This AGREEMENT made and entered into this 12th day of July, 2016, by and between Woodbury County hereinafter called the COUNTY, and Simmering-Cory, Inc., hereinafter called SCI, WITNESSETH:

WHEREAS, the COUNTY intends to hire a planning consultant to prepare Comprehensive Plans for eleven cities in Woodbury County, Iowa. These plans will create a framework for the development of future public policy, particularly in the area of land use, infrastructure, and economic development, hereinafter called the PROJECT; and

WHEREAS, the COUNTY desires to employ SCI to assist with completion of individual Comprehensive Plans for eleven cities within Woodbury County, Iowa.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE II. COMPREHENSIVE PLAN DEVELOPMENT.

SCI agrees to complete a Comprehensive Plan document for each of the following cities as outlined in the proposal submitted to the COUNTY by SCI and attached to this agreement as Addendum A. The eleven cities included in the PROJECT are as follows:

- | | |
|-------------------|-------------|
| - Anthon | - Lawton |
| - Bronson | - Oto |
| - Correctionville | - Pierson |
| - Cushing | - Sloan |
| - Danbury | - Smithland |
| - Hornick | |

SCI agrees to furnish and perform various professional services for each of the eleven participating cities in the PROJECT, as follows:

- Hold a kick-off meeting with Woodbury County Rural Economic Development staff and representatives from each of the cities participating in the PROJECT by no later than July 31st, 2016 to inform the cities of the planning process; develop an agreed upon order of when each city will begin the planning process; and establish a reasonable and agreed upon timeline to conduct and finalize the planning process.
- For each participating city, hold a fact finding session with the Mayor, City Council, city staff, and other key stakeholders.
- For each participating city, attend and lead a joint work session with the City Council and, if applicable, the Planning and Zoning Commission.

- For each participating city, attend and lead a community meeting and visioning session to receive input from community stakeholders.
- Gather available documents from each participating city including but not limited to Comprehensive Plans, maps, facility reports, and photographs of the community.
- Compile information and data related to infrastructure, transportation, housing stock, and demographics for each participating city.
- Submit a draft plan to each participating city for review.
- Provide proceedings to, and assist each participating city in the adoption of their final Comprehensive Plan.
- Provide for each participating city a digital copy (in PDF format), one unbound paper copy, and ten bound copies of their final Comprehensive Plan.
- Hold a one-year follow-up meeting with each participating city post adoption of their Comprehensive Plan to review each city's progress and identify any potential updates to their Comprehensive Plan.

The COUNTY and each participating city agrees to fulfill and take certain action required to carry out the work and services necessary for completion of the PROJECT as outlined in the resolutions approving the acceptance of comprehensive services from the COUNTY and attached to this agreement as Addendum B., including the following items:

- Each participating city agrees to provide copies of all existing planning documents currently available, including past Comprehensive Plans, Capital Improvement Plans, Urban Renewal and Urban Revitalization Plans, City Codes, and other relevant information and documents as requested.
- The COUNTY agrees to provide a copy of all existing planning documents currently available, including the Woodbury County General Development Plan, and other relevant information and documents as requested.
- Each participating city agrees to provide meeting space for community input sessions.
- Each participating city agrees to assist SCI with promoting and disseminating information regarding the date, time, and location of their community input session.
- Each participating city agrees to take City Council action to formally adopt their Comprehensive Plan.

ARTICLE III. COMPENSATION. The COUNTY shall compensate SCI for services outlined under ARTICLE II in an amount of a fixed fee of \$10,230 per city, and the entire PROJECT shall

not exceed \$112,530. In no case will billings exceed this amount without prior authorization by COUNTY.

Should the COUNTY wish to expand the scope of services during the term of the contract, such services will be billed by an agreed upon amount as listed in the proposal (Addendum A.) in an amendment to the original agreement for services.

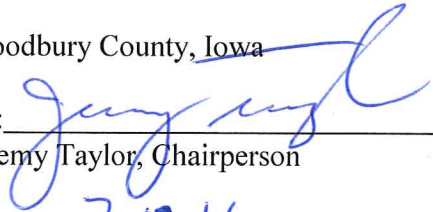
It is further understood and agreed by both parties, that the payment of fees shall be based on the percentage of the PROJECT complete, per city, with invoices to be sent out monthly. SCI will provide a detailed progress report with each billing showing the percentage complete of each Comprehensive Plan.

ARTICLE IV. PROJECT SCHEDULE. The project shall be completed within a 36-month timeframe (with the exception of the one-year follow-up meetings which may occur outside of the 36-month timeframe) following the date of this agreement.

Any extension of the project schedule shall be done through written amendment to this agreement.


ARTICLE V. TERMINATION. The COUNTY and/or SCI shall have the right to terminate this contract upon providing a 90-day notice in writing. Upon cancellation, the COUNTY will be responsible only for those costs incurred by SCI to the date of termination.

Woodbury County, Iowa

By: 
Jeremy Taylor, Chairperson

Date: 7-13-16

Attest:

By:  - Deputy
Patrick Gill, Woodbury County Auditor

Simmering-Cory, Inc.

By: 
Cory

Date: July 7, 2016

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

#8b

Date: 1/10/2019 Weekly Agenda Date: 1/22/2019

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

WORDING FOR AGENDA ITEM:

Authorize Director to Sign Agreement for Services - Community Venture Network

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board to authorize the CED Director to sign a 1 year contract for membership with the Community Venture Network (CVN).

BACKGROUND:

CVN provides a platform for businesses to explore locations in rural communities to grow. Membership provides: access to private events held in Minneapolis in April, August and December; direct interaction with decision makers and detailed information on the business and their needs; and quarterly educational webinars from industry experts to bring insights and resources into rural communities.

FINANCIAL IMPACT:

\$4,000 from the CED department budget. \$2,000 will be reimbursed to the county by the Sergeant Bluff Community Development Corporation.

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:

Authorize the CED Director to sign the agreement.

ACTION REQUIRED / PROPOSED MOTION:

Motion to authorize the Community & Economic Development Director to sign the Community Venture Network agreement.

EsseX Capital, LLC

(651) 204-2986 8100 Penn Ave South
(612) 281-4648 Cell Suite 150E
Justin@Essexllc.net Bloomington, MN 55431

AGREEMENT FOR PROFESSIONAL SERVICES
Between
WOODBURY COUNTY IOWA
and
ESSEX CAPITAL, LLC

This Agreement, made this 5th day of December 2018, by and between Woodbury County Iowa Economic Development (hereinafter referred to as "member") and Essex Capital, LLC (hereinafter referred to as "ESSEX"), is an agreement for membership in the Community Venture Network (hereinafter referred to as "CVN").

SECTION I

Professional Services

ESSEX shall provide the following services to the member:

A) ESSEX shall professionally manage the CVN.

- 1) Provide support staff services and materials at regularly scheduled meetings of the CVN.
- 2) Notify members of dates of meetings, prepare agendas and necessary materials, and conduct all activities relative to the meetings and functions of the CVN.

B) ESSEX shall conduct an active outreach program.

- 1) Emphasize the availability of member's economic development resources to the business community.
- 2) Maintain continuous contact with accountants, attorneys, venture capitalists, business brokers, and the private banking community to generate referrals.
- 3) Initiate and maintain a business prospecting program.

C) ESSEX shall recruit prospects/presenters for CVN presentations.

- 1) CVN will identify business prospects in one of the following categories:
 - a) "Development stage" companies with existing product lines and seeking expansion capital.
 - b) Business acquisitions. New business owners seeking additional equity or expansion capital.
 - c) Expansions and/or relocations of existing businesses.
 - d) Businesses who will provide high quality jobs
 - e) Present a minimum of twenty-four (24) business prospects through regularly scheduled meetings throughout the year.
- D) ESSEX shall conduct preliminary review and screening of CVN prospects.
 - 1) Assess financial and support service needs of prospects.
 - 2) Prepare uniform summaries of applicants that address prospects' needs.
 - 3) Schedule follow-up meetings with member community to arrange for contacts with prospects.

SECTION II

Payment for Services

- A) Members/client shall pay, upon execution of this contract, an annual fee of \$4,250. Half (\$2,215) shall be invoiced 1/2/19 and half on 7/8/19.
- B) ESSEX shall notify members/client at least 60 days in advance of the end of any program service year of any changes in annual fees and/or significant program characteristics.

SECTION III

Terms of Contract

This is an annual agreement with the service year beginning January 1st, 2019 – December 31st, 2019.

SECTION IV

This agreement may be amended by mutual written consent of both parties hereto duly exercised and signed by both.

SECTION V

Each party to this agreement binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this agreement. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the parties to this agreement. ESSEX reserves the right to assign their interest in this contract to a related entity, so long as the performance and terms of the program remain as outlined herein.

SECTION VI.

TERMINATION

Either member or ESSEX shall have the right to terminate this contract upon providing a 30-day notice in writing. Upon cancellation, member will be responsible for payment only for those services provided by ESSEX to the date of termination.

In witness whereof, the parties have executed this agreement on the 5th day of December 2018.

Essex Capital, LLC



By _____
Justin D. Erickson, Principal

Woodbury County Iowa

By _____

Its _____

Attest _____

CREATION/CHANGE OF COMMITTEE FORM
Form Approved by the Board of Supervisors 11/17/15

Board Approval Date: 1/22/2019

Date Originally Created: 1/12/2016

Ending Date (if known):

Name of Committee:

Law Enforcement Expansion

Purpose:

To study the cost-effectiveness of closing the Prairie Hills facility & dedicating an expansion to the LEC to serve the needs of what Prairie Hills once did.

	Members OR Position	Entity Represented
1.	Matthew Ung	Woodbury County Board of Supervisors
2.	Jeremy Taylor	Woodbury County Board of Supervisors
3.	Dave Drew	Woodbury County Sheriff's Department
4.	Todd Wieck	Woodbury County Sheriff's Department
5.	Kenny Schmitz	Woodbury County Building Services Department
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Is this Committee - X the box that applies

<input type="checkbox"/>	Required by Iowa Code
<input type="checkbox"/>	Created by the provision of Iowa Code Chapter 28E
<input type="checkbox"/>	Committee Created by Agreement
<input checked="" type="checkbox"/>	Committee Created for Special Purpose*

The Committee plans to at least meet - X the box that applies

<input type="checkbox"/>	Weekly
<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Semi-Annually
<input type="checkbox"/>	Annually
<input checked="" type="checkbox"/>	Other/Unknown

* Special committees will sunset at the end of every calendar year unless re-approved each year.

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

#10a

Date: 1/16/2019 Weekly Agenda Date: 1/22/2019

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

WORDING FOR AGENDA ITEM:

Consideration of Appointment to the Zoning Commission

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board to consider appointing an applicant to the Zoning Commission for a 5-year term.

BACKGROUND:

Bruce Garbe's term on the Zoning Commission ends on 1/31/19. Mr. Garbe is requesting to be reappointed for another 5-year term. The opening for this position was publicly advertised in print media and as of 1/16/2019, no other persons have applied.

FINANCIAL IMPACT:

0

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:

Appoint an applicant from the candidate pool to the Zoning Commission for a 5-year term.

ACTION REQUIRED / PROPOSED MOTION:

Motion to appoint _____ to the Zoning Commission for a 5-year term.

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: Zoning Commission (Board/Commission)

Date 11/26/18 E-mail Address _____

Name BRUCE GARBE

Address 1498 BUCHANAN AVE

Phone Number 712-301-8446

Fax Number _____

Business Phone _____

Cell Phone 712-301-8446

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):

Retired from Sioux City Assessors office

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

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

What would be 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.

My back ground in the Sioux City Assessors office and previous time on the Board

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

My back round and having the time to serve the Board

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

Working for the people of Woodbury County

■ 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?

*Leadership and understanding construction Western Texas Tech
Carpenter Course and all the years in the construction industry*

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

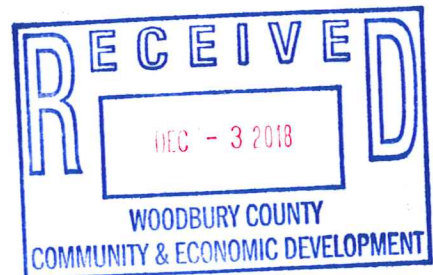
Name	Address	Phone number	Email address	Relationship
<i>Tom BRIDE</i>	<i>1505 BUCHANAN AVE</i>	<i>712-490-4714</i>	<i>BRIDEFARM@CABLEONE.NET</i>	<i>FRIEND</i>

<i>KIRK FLAMMANG</i>	<i>1382 CARROLL AVE</i>	<i>712-251-6788</i>	<i>FARM FIXER@SIDUXLAN.NET</i>	<i>FRIEND</i>
----------------------	-------------------------	---------------------	--------------------------------	---------------

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

Signature *Bruce Garbe* Date *Nov. 26, 2018*

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.



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

#10b

Date: 1/16/2019 Weekly Agenda Date: 1/22/2019

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

WORDING FOR AGENDA ITEM:

Consideration of Appointment to the Board of Adjustment

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board to consider appointing an applicant to the Board of Adjustment for a 5-year term.

BACKGROUND:

Katie Colling's term on the Board of Adjustment ends on 1/31/19. Ms. Colling is requesting to be reappointed for another 5-year term. The opening for this position was publicly advertised in print media and as of 1/16/2019, no other persons have applied.

FINANCIAL IMPACT:

0

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:

Appoint an applicant from the candidate pool to the Board of Adjustment for a 5-year term.

ACTION REQUIRED / PROPOSED MOTION:

Motion to appoint _____ to the Board of Adjustment for a 5-year term.

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 of Adjustment (Board/Commission)
Date _____ E-mail Address ktnron@cableone.net

Name Katie L. Colling
Address 3065 Valley Drive, Sioux City, IA 51104
Phone Number (712) 252-5161 Fax Number n/a
Business Phone n/a Cell Phone (712) 574-1448

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):

I recently retired from a 27-year career as executive director of Women Aware, a local non-profit agency promoting self-sufficiency through work and educational opportunities. I currently serve as a Trustee on the Sioux City Public Museum Board; am chair of NW Iowa Regional Iowa Legal Aid Council; Treasurer of League of Women Voters and board member of Vanguard Arts non-profit.

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

- How much time will you be willing to devote in this position? I will attend all meetings, given adequate notice, and will take all the time necessary to read materials and visit sites, to gain greater knowledge about applications submitted to Bd./Adj.
- 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.

I was born & raised in Sioux City, and my parents taught me that civic engagement helps our government function in an accountable manner. Serving on a county board is a way to express my gratitude & appreciation for the quality of life being a resident of Woodbury County has afforded me and my family.

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

For the past 5 years, I've been a committed member of the Board of Adjustment. I listen carefully, prepare thoroughly, and as a member of the committee, search diligently for fair and reasonable responses to petitioners and the general public.

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

This is a decision-making board to help land-owners maximize the full use of their land as they envision it, within Iowa Code and County Planning & Zoning ordinances.

■ 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?

I have attended the Iowa State University Extension training on Planning & Zoning Workshop for Local Officials twice, in order to increase my skills as a member of the Bd/Adjustment.

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

Name	Address	Phone number	Email address	*Relationship
Dennis Bullock General Manager	96 Powell Broadcasting 2000 Indian Hills Dr Sioux City, IA 51104	(712) 239-2100	dbullock@powellbroadcasting.com	* Long-time friends, have served on many boards together over 30 years.
Steve Hanson Executive Director SC Public Museum	3669 Lindenwood St. Sioux City, IA 51104	(712) 279-6368	shansen@sioux-city.org	* I've served 8 years on the S.C. Public Museum Board of Trustees, under Steve's direction.

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

Signature Katie R. Colling Date December 3, 2018

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.

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

#10c

Date: 1/10/2019 Weekly Agenda Date: 1/22/2019

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

WORDING FOR AGENDA ITEM:

Update on ACT Work Ready Communities Certification

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item provides the Board with an update on the county's efforts to become a certified ACT Work Ready Community.

BACKGROUND:

In October 2018 the CED Director requested the Board's support to pursue the ACT Work Ready Communities certification. The County has since met the requirements to become certified and is the 1st in the state to achieve this accomplishment. The official announcement will be held at the Courthouse on 1/25/19 at 10:00 AM. Governor Reynolds, the State Director of Iowa Workforce Development, and ACT officials will attend. <https://www.workreadycommunities.org/IA/193>

FINANCIAL IMPACT:

0

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:

Acknowledge the update.

ACTION REQUIRED / PROPOSED MOTION:

None



CERTIFICATE OF COMPLETION

This certificate acknowledges that the

Woodbury County, Iowa team

has successfully completed the

ACT Work Ready Communities Boot Camp and launched successfully a

Woodbury County, Iowa, ACT Work Ready Community initiative.

Fred R. McConnell

Director, ACT Work Ready Communities

January 10, 2019

Date

FOR IMMEDIATE RELEASE

MEDIA CONTACT: David Gleiser
Director of Community & Economic Development
(712) 279-6609, dgleiser@woodbuycountyiowa.gov

WOODBURY COUNTY BECOMES THE FIRST ACT WORK READY COMMUNITY IN IOWA

SIoux CITY, IA – Woodbury County officials will announce their success in becoming the first county in Iowa to achieve the ACT Work Ready Communities certification on Friday, January 25th at 10 AM in the Woodbury County Courthouse rotunda. Iowa Governor Kim Reynolds, Director of Iowa Workforce Development, Beth Townsend, and ACT officials are scheduled to participate in the announcement.

States, counties and economic development agencies across the United States have adopted the ACT Work Ready Communities program as a means of providing companies evidence of a skilled workforce. The framework allows each participating community to measure and improve the skill levels of its workforce through a standardized workforce skills credential—the National Career Readiness Certificate.

“It’s a big deal to be the first county in Iowa to become an ACT Work Ready Community because this certification provides local employers and prospective companies with credible data on the workforce in our county,” states Keith Radig, Chairman of the Woodbury County Board of Supervisors. “This is a nationally recognized program that helps companies make an apples-to-apples comparison when it comes to analyzing a community’s skilled workforce, and at a time when workforce is a key-issue that many states are facing, having this certification will help us distinguish ourselves from other areas,” states David Gleiser, Woodbury County Community & Economic Development Director.

Work Ready Communities certification is based on two parts: 1.) the number of individuals in the workforce who obtain the National Career Readiness Certificate by demonstrating proficiency in applied mathematics, understanding workplace documents, and graphic literacy; and 2.) the number of employers who utilize the credential in their hiring processes.

The Iowa-based company, ACT, sets a target number of individuals that must have the certificate, as well as a target number of employers that recognize the credential. Results show that Woodbury County has exceeded the number of proficient workers that have earned the certificate (8,704) and has more than double the number of employers (185) required for certification.

The process to become an ACT Work Ready Community began in 2018 when Woodbury County convened representatives from the Sioux City Community School District, WITCC, Iowa Workforce Development, the Siouxland Chamber of Commerce/The Siouxland Initiative, and the Sioux City Economic Development Department to apply to the program as a county team.

Members of the team have since completed the two required ACT Work Ready Communities Boot Camps where they developed a workplan to increase the number of certificate holders within different segments of the county’s workforce. More than 21,000 employers currently support the certificate nationwide and Site Selection magazine uses ACT’s certificate data yearly to rank state competitiveness.

"This work speaks to the focus and commitment we all have for cultivating a skilled workforce in Woodbury County and we look forward to capitalizing on the benefits it will provide," states Chris McGowan, President of the Siouxland Chamber of Commerce and The Siouxland Initiative.

With Woodbury County’s certification, Iowa is the 27th state to participate in the ACT program. For more information, contact David Gleiser at (712) 279-6609, or visit: www.workreadycommunities.org/IA/193.

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

#11

Date: 1/17/2019 Weekly Agenda Date: 1/22/2019

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

WORDING FOR AGENDA ITEM:

Consider approval of a consultant agreement for design of the Mason Avenue Bridge replacement.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The County Engineer requests approval of a consultant services contract for design of a new bridge to replace the flood damaged K-46 bridge over the Little Sioux River.

BACKGROUND:

During flooding in June, 2018, an existing county bridge was severely damaged and cannot be reopened to traffic until repaired or replaced. Due to the location and stream characteristics, a standard bridge design can't be used and a custom designed replacement structure will be needed. The county engineer has negotiated a contract for the bridge design and requests approval.

FINANCIAL IMPACT:

The design work will be paid out of the local secondary road fund. The bridge replacement will be paid for with a combination of local and FEMA funds. The county has received FEMA funds for the bridge repair/replacement.

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 contract for bridge design with Calhoun Burns and Associates.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract with Calhoun Burns and Associates for the design of the new Mason Avenue bridge over the Little Sioux River.

CONSULTING ENGINEERING CONTRACT

COUNTY WOODBURY
COUNTY BRIDGE NO. K-046
FHWA No. 353281
PROJECT NO. _____

I. GENERAL

This CONTRACT made and entered into this _____ day of DECEMBER, 2018, by and between the Board of Supervisors of WOODBURY County, Iowa, Party of the First Part, hereinafter referred to as the "COUNTY" and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa, doing business as a corporation incorporated under the laws of Iowa, Party of the Second Part, hereinafter referred to as the "CONSULTING ENGINEER". A member of the firm is a licensed professional engineer in Iowa, with registration in a field appropriate to the work involved in this CONTRACT.

II. SCOPE OF SERVICES

THE COUNTY PROPOSES TO IMPROVE A BRIDGE LOCATED NEAR THE NORTHEAST CORNER OF SECTION 21, T-88N, R-43W;

AND THE COUNTY desires to employ the CONSULTING ENGINEER in connection with the engineering work to be performed in accomplishing the objectives of the Farm to Market Road Laws (Current Code of Iowa) and other applicable laws and regulations of the State of Iowa and the United States, consisting of 0.1± miles of roadway and ONE major structure as follows:

HYDRAULICS, PRELIMINARY AND FINAL DESIGN OF A FOUR SPAN CONTINUOUS CONCRETE SLAB (CCS) BRIDGE WITH 24'-0 ROADWAY AND OPEN CONCRETE RAIL. THE PROJECT INCLUDES ROAD DESIGN BY THE COUNTY AS NECESSARY TO PROPERLY CONNECT TO THE EXISTING COUNTY HIGHWAY SYSTEM. SUBMITTALS WILL BE MADE TO IOWA DOT, IOWA DNR AND USACOE AS NECESSARY.

The authority of the COUNTY to enter into the CONTRACT is found in Chapter 310, current Code of Iowa.

III. TIME OF BEGINNING AND COMPLETION OF THE WORK

- A. If no specific time period is indicated, CONSULTING ENGINEER shall complete its services within a reasonable period of time. Upon execution of this CONTRACT, the CONSULTING ENGINEER and the COUNTY may establish a schedule of work completion. Failure of the CONSULTING ENGINEER to maintain progress in accordance with this schedule may be cause for termination of the CONTRACT.
- B. If, through no fault of CONSULTING ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTING ENGINEER'S services are impaired, or CONSULTING ENGINEER'S services are delayed or suspended, then the time for completion of CONSULTING ENGINEER'S services and the rates and amounts of CONSULTING ENGINEER'S compensation shall be adjusted equitably.
- C. If COUNTY authorized changes in the scope, extent, or character of the Project, then the time for completion of CONSULTING ENGINEER'S services and the rates and amounts of CONSULTING ENGINEER'S compensation shall be adjusted equitably.

D. COUNTY shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the CONSULTING ENGINEER'S performance of its services.

IV. NUMBER OF COPIES

The CONSULTING ENGINEER shall furnish to the COUNTY:

- 1 electronic copy in PDF format of preliminary plan drawings.
- 0 electronic copy in PDF format of shop drawings for steel structures.
- 0 electronic copy in PDF format of road plans for reconnaissance and field exam.
- 0 electronic copy in PDF format of drainage plats.
- 0 electronic copy in PDF format of capacity analyses computations.
- 0 electronic copy in PDF format of road plans and cross sections after field exam corrections for soils recommendations.
- 1 electronic copy in PDF format of check plan drawings.

V. FEES

A. SURVEYS

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

B. ROAD PLANS

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

C. BRIDGE PLANS

PRELIMINARY DESIGN AND DETAILING:	LUMP SUM =	\$	12,880.00
FINAL SUPERSTRUCTURE DESIGN:	LUMP SUM =	\$	11,470.00
FINAL SUPERSTRUCTURE DETAILING:	LUMP SUM =	\$	11,120.00
FINAL SUBSTRUCTURE DESIGN:	LUMP SUM =	\$	8,740.00
FINAL SUBSTRUCTURE DETAILING:	LUMP SUM =	\$	8,410.00
COORDINATION AND SUBMITTALS:	AT HOURLY RATES		
HEC-RAS AND SUBMERSIBLE BRIDGE DESIGN: (IF REQUIRED BY IDNR)	AT HOURLY RATES		

D. CULTURAL, HISTORICAL, ARCHAEOLOGICAL INVESTIGATIONS

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

E. WETLANDS, ENDANGERED SPECIES INVESTIGATIONS

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

F. LEAD/ASBESTOS TESTING

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

G. RIGHT-OF-WAY AND UTILITY COORDINATION

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

H. SUBSURFACE INVESTIGATIONS

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

I. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COORDINATION

NOT A PART OF THIS CONTRACT. TO BE PROVIDED BY THE COUNTY.

VI. PAYMENTS

Payments shall be made to the CONSULTING ENGINEER as follows:

- A. The CONSULTING ENGINEER may submit monthly statements with proof to the COUNTY for services rendered on the CONTRACT to date. Upon acceptance by the COUNTY, payment will be made promptly. Final payment will be made upon acceptance of the completed plans.
- B. If after the Effective Date of the CONTRACT any governmental entity takes a legislative action that imposes taxes, fees, or charges on CONSULTING ENGINEER'S services or compensation under this CONTRACT, then the CONSULTING ENGINEER shall invoice such new taxes, fees, or charges as a Reimbursable Expense. COUNTY shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which CONSULTING ENGINEER is entitled under the terms of this CONTRACT.

VII. MISCELLANEOUS PROVISIONS

A. OWNERSHIP OF ENGINEERING DOCUMENTS

- (1) All survey notes, sketches, tracings, plans, specifications, reports on special studies and other data prepared under this CONTRACT shall be delivered to the COUNTY upon request.
- (2) Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- (3) All work furnished by the CONSULTING ENGINEER, including data on electronic media, pursuant to this CONTRACT, are instruments of its Services toward the said Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the said Project or any other project. Any such reuse without written verification and adaptation by the CONSULTING ENGINEER for specific purposes intended will be at the user's sole risk and without liability or legal exposure to the CONSULTING ENGINEER. Any such verification and adaptation shall entitle the CONSULTING ENGINEER to further compensation at hourly billing rates plus expenses or a lump sum to be agreed upon at that time.

B. CHANGES OF WORK

If the CONSULTING ENGINEER is of the opinion that any work it has been directed to perform is beyond the scope of this CONTRACT and constitutes extra work, it shall promptly notify the COUNTY in writing of that fact. In the event the COUNTY determines that such work does constitute extra work, it shall provide extra compensation to the CONSULTING ENGINEER upon a basis of hourly billing rates, plus actual expenses or a negotiated lump sum. No claims for extra work can be made by the CONSULTING ENGINEER without receiving written agreement from the COUNTY in advance. Major changes in the scope of the anticipated work shall require negotiation of a supplemental CONTRACT.

C. DELAYS

The CONSULTING ENGINEER will notify the COUNTY of any unusual delay including the reasons therefore, to its normal progress in the preparation of plans, either actual or prospective, and request an appropriate extension of time. Action by the COUNTY on such requests may be subject to approval by the Iowa Department of Transportation and/or the Federal Highway Administration.

D. TERMINATION

If the COUNTY should desire to suspend or terminate the service to be rendered by the CONSULTING ENGINEER under this CONTRACT, such suspension or termination may be effected by the COUNTY giving the CONSULTING ENGINEER written notice 30 days in advance. Payment is to be made by the COUNTY for the CONSULTING ENGINEER'S services, based on hourly billing rates, plus actual expenses.

E. ARBITRATION

Any dispute between the COUNTY and the CONSULTING ENGINEER, not otherwise resolved by the parties pursuant to the provisions of this CONTRACT, including the documents incorporated herein by reference, shall be settled by filing a proper action in the proper District Court of the State of Iowa, and subsequent arbitration as provided in Current Code of Iowa. This section is the only section of this CONTRACT relating to "arbitration" and Article 1109.12 of the Current "Standard Specifications, etc.", is deleted from, and is not a part of this CONTRACT.

F. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTING ENGINEER shall indemnify and save harmless the COUNTY, the Iowa Department of Transportation, State of Iowa, and the Federal Government from all claims and liability due to negligence of members, agents or employees of only the CONSULTING ENGINEER.

G. GENERAL COMPLIANCE WITH LAWS

The CONSULTING ENGINEER shall comply with Federal, State and local laws and ordinances applicable to the work.

H. SUBLETTING, ASSIGNMENT OR TRANSFER

Subletting, assignment or transfer of all or part of the interest of the CONSULTING ENGINEER is prohibited unless written consent is obtained from the COUNTY.

I. DESIGN CRITERIA

Design criteria shall be the applicable Farm to Market Design Guides and the AASHTO Design Guides for Local Roads and Streets and shall also conform to local requirements if within an incorporated area.

J. FORBIDDING USE OF OUTSIDE AGENTS

The CONSULTING ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTING ENGINEER, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTING ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to annul this CONTRACT without liability, or, in its discretion to deduct from the CONTRACT price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

K. EMPLOYMENT OF COUNTY WORKERS

The CONSULTING ENGINEER shall not engage, on a full or part-time basis during the period of the CONTRACT, any professional or technical personnel who are or have been at any time during the period of the CONTRACT in the employ of the COUNTY, except fully retired employees, without the written consent of the COUNTY.

L. ENGINEER'S CERTIFICATION OF PLANS

The CONSULTING ENGINEER shall place a licensed engineer's certification and seal on the title sheet of the completed plans, all in conformity with Chapter 542B, Code of Iowa.

M. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this CONTRACT, the CONSULTING ENGINEER, for itself, its assignees and successors in interest (herein referred to as the "Consultant"), agrees as follows:

(1) Compliance with Regulations

The Consultant will comply with the regulations of the U.S. Department of Transportation relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (Title XV, Code of Federal Regulations, Part 8, hereafter referred to as the "regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

(2) Nondiscrimination

The Consultant, with regard to the work performed by it will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The Consultant will not participate, either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix A-11 of the Regulations.

(3) Solicitations for subcontractors, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontract or supplier shall be notified by the Consultant of the Consultant's obligations under this subcontract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) Information and Reports

The Consultant will provide all information and reports required by the regulations, orders and instruction issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, the Iowa Department of Transportation or the Federal Highway Administration, to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the COUNTY, the Iowa Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain information.

(5) Sanctions for Noncompliance

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this CONTRACT, the COUNTY shall impose such CONTRACT sanctions as it, the Iowa Department of Transportation, or the Federal Highway Administration, may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Consultant under the CONTRACT until the Consultant complies, and/or
- (b) Cancellation, termination or suspension of the CONTRACT, in whole or in part.

(6) Incorporation of Provisions

The Consultant will include the provisions of Paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, orders or instruction issued pursuant thereof.

The Consultant will take such action with respect to any subcontractor procurement as the COUNTY, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the Consultant may request the COUNTY and State to enter into such litigation to protect their interests and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

N. ACCESS TO RECORDS

The CONSULTING ENGINEER and its subconsultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the CONTRACT period and for three years from the date of final payment under the CONTRACT, for inspection by the State, Federal

Highway Administration, or any authorized representatives of the Federal Government and copies thereof shall be furnished if required.

O. THIRD PARTIES

Nothing expressed or referred to in this CONTRACT is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under this CONTRACT, it being the intention that this CONTRACT is for the sole and exclusive benefit of the parties hereto, and for the benefit of no other persons, corporations or other entities.

P. ATTORNEY

The COUNTY shall provide the services of a competent attorney, at no cost to the CONSULTING ENGINEER, who shall be experienced in legal matters pertaining to the type of work required by this project. The CONSULTING ENGINEER shall cooperate and assist said attorney during the course of his/her duties as attorney for the COUNTY.

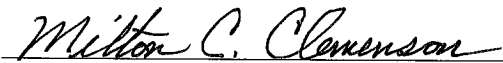
The CONSULTING ENGINEER acknowledges that it is fully acquainted with the concept of the project as presently developed by the COUNTY, and that it is the intention of this CONTRACT with the CONSULTING ENGINEER to do work necessary to bring the plans on this project to the letting stage. Engineering decisions on this project are the responsibility of the CONSULTING ENGINEER, who will be required to furnish, to the COUNTY, factual data supporting decisions.

This CONTRACT expresses the entire CONTRACT between the parties and no representations, promises or warranties have been made by either of the parties that are not fully expressed herein. This CONTRACT may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of the day and year first above written.

**CONSULTING ENGINEER
CALHOUN-BURNS AND ASSOCIATES, INC.**

APPROVED FOR WOODBURY COUNTY:


MILTON C. CLEMENSON, P.E.
VICE PRESIDENT

BOARD OF SUPERVISOR – CHAIR

ATTESTED BY:

MARK J. NAHRA, P.E.
WOODBURY COUNTY ENGINEER

**ROLLING HILLS COMMUNITY SERVICES
FY 19/20 Budget**

(CURRENT 7 COUNTIES)

ADMINISTRATIVE COSTS	\$342,812
SERVICE EXPENDITURES	\$3,657,124
TOTAL	\$3,999,936 (Includes Budget adjustments PAMHC if fully funded)
Per Capita Target \$30.75	\$2,928,323 +\$2,268,416 (2019 ending balance) = <u>\$5,196,739</u> - \$3,999,936 (expenditures) = FY 20 Ending Fund Balance of \$1,196,803 (29%)
(WOODBURY COUNTY)	
ADMINISTRATIVE COSTS	\$320,642
SERVICE EXPENDITURES	\$3,125,258
TOTAL	\$3,445,900
Per Capita Target \$33.63	\$3,444,687 (contributed to Rolling Hills through combination of levy and return of excess fund balance from Sioux Rivers)

**TOTAL ROLLING HILLS COMMUNITY SERVICES REGION BUDGET
FOR FY'2019/2020 \$ 7,445,836**

Rolling Hills Community Services Region

Core Services Strategic Planning Meeting

January 10, 2019 - 10:00am

Genesis Development, 1607 Lake Ave. Storm Lake

Minutes

Terry Johnson gave a welcome.

Introductions

Those present: Fitz Grant, Sanford Center; Patty Erickson-Puttmann, Julie Albright, Theresa Jochum, Woodbury County; Audrey Larson, Sheila Martin, Amy, Siouxland Mental Health Center; Rosie Stenwall, Maggie Harroun, Goodwill; Mattie Martinez, Laura Negrete BVRMC; Renae Blume, Dianna Ossman, Ida Services; Melissa Drey, Ashley Miller, Kim Keleher, Plains Area Mental Health; Lisa Bringle, Louise Galbraith, Dawn Mentzer, Rolling Hills; Jolie Corder, New Perspectives; Kris Dam, Shesler Hall; Kari Jones, Todd Harlow, Tony Wingert, Woodbury County Sheriff's Office; Kim Wilson, Kermit Dahlen, Jackson Recovery; Doug Wilson, ITP; Linda Mummert, Cherokee Mental Health; Karla Manternach, Counseling Services, LLC; Paul Merten, Buena Vista County Supervisor; Deidra Brown, Clay Adams, Lisa Meyer, Wesco; Sandra Pingel, Terry Johnson, Genesis Development; Pat Laursen, Howard Center

Goal: prioritize new and advanced service needs are for 2020. This will be a recommendation to the governance board.

Terry Johnson-HF2456 adds crisis services to core services. We want to make sure the services are provided and available within the region

1. Identification of current core services available

Crisis stabilization Residential– available in Sac City and Sioux City, covers the region

23-hour observation – available in Sioux City, may not be central to all counties

- ITP shared that the census in the Polk County unit is low.
- It is not called this, or following the rules, but it is being done in the ED units as people are held for bed availability, or lack of available beds.
- The rules require that it is available in the region or access to it by July 1, 2021.
- It is a voluntary service so Sheriff departments cannot transport.

Subacute – not available in the region

- Jackson recovery has a unit for children up to age 18

- You can be committed to subacute and it is a longer term (up to 15 days) stay

ACT Program – available by Seasons Center in Buena Vista

Access Center – not available in the region

Crisis Stabilization Community Based– not available in the region

Mobil response – In Development Proposal submitted by Plains Area Mental Health Center

2. Discussion of Unmet Service Needs

3. Prioritization of Core Service Development for Fiscal Year 2020

1. Mobile Response

PAMHC proposal includes staff based out of Turning Point, law enforcement will have contact information and staff will be dispatched. The proposal will cover the current region, but geographically Woodbury is too far. Siouxland Mental Health is willing to work with PAMHC. In Sioux City, the paramedics are working with law enforcement and hospitals and they can be involved in the service. The proposal will provide for a service start date of July 1, 2019.

Will law enforcement utilize it? It will take a tremendous amount of education to show why it should be used and not take the easy route of dropping people at the ED's.

Will law enforcement have to stay at the scene for a long period of time? If the scene is safe, and mobile response staff feel safe they should be able to leave. Response time from Sac City to Sioux City will be a longer transport time. Sioux City is ready for it, but time of the officer/deputy is a great consideration.

Staff will be the same requirement as the crisis home.

Starting with law enforcement but will expand out to schools and other access points.

2. Access Center

Dawn Mentzer gave an overview of what the service is. It can be viewed as a 'one stop shop' where law enforcement can drop someone off, and they will be evaluated for need/level of care to include 23- hour, crisis stabilization, substance abuse, detox, medical, and so forth. All these services will be provided at the center, or the person can be moved to an inpatient bed if that is what is needed.

There will be 6 in the state that have not been determined yet. There needs to be one within 120 miles of a location. CROSS Region is building one. Dawn Mentzer has been working with surrounding regions, however there is a difference of opinions on what it will look like – virtual access center or physical structure.

It has been discussed that Cherokee would be a good spot for an access center.

PAMHC is willing to explore development of an access center.

Siouxland Mental Health is also interested.

3. Intensive Residential Service Homes

Any provider interested?

Wesco would be more comfortable if transitional living could be expanded and the two programs were provided in conjunction. There are a few providers in our area and surrounding areas that are interested.

4. ACT

Dawn has heard that rural ACT programs is challenging. Staffing is difficult. Kim Keleher commented that some of these services are blended and possibly ACT could be provided out of an access center.

Money issues: Dawn Mentzer

SF504 requires regions to deplete fund balances to 20 or 25%. We have had a good solid balance which has allowed us to plan and develop new services. The board has looked at a 30% threshold in hopes that the legislature will raise or delete the cap. So, we have to develop the services, while depleting the fund balance and hope that the MCO's will fund the services once they are started. If the funds are not depleted then it can go back as a tax savings to the counties.

There is \$600,000 set aside for development but it could go higher if needed.

Next steps:

Meet with Siouxland paramedics regarding mobile response and assess interest.

Talk with the advisory board at the next meeting and have them make recommendations to the governance board regarding service development.

December 16, 2018
Dunes Contracting
PO Box 246
North Sioux City, SD
712-223-1285

Hi Sheila and Kathy

Thank you for the opportunity to make your facility more productive and thank you for your service improving the lives of people. After a visual of your facility and discussing your needs and wants, I've put together a basic outline of what we can do working together.

While we would prefer to utilize your budget modernizing the guest area, an immediate need is to address the water damage in the southwest basement wall area. Until we are able to get a better assessment of the damage and cause, we can't determine a cost. It could be as simple as improving outside drainage and applying waterproofing to the interior. Or it may require digging to the footing in the affected area, assessing and repairing the wall and inserting a drainage system along the footing.

We anticipate addressing the wall issue as well as your other outlined needs within your \$100,000 budget. Our hope is that the basement wall cost is minimal so that we can modernize more windows.

There are always challenges working in confined areas and this may be even tougher since there does not appear to be a normal setback with the house to the west. Hopefully that homeowner will be cooperative with respect to that common area.

We will coordinate a date with you towards Spring for the exterior jobs for safety and cost effective reasons. Inside work date will also be coordinated so that it will be done as quickly as possible in order to minimize disruption of services and insure a safe and clean environment for all.

Remodel 1

- **Expansion of front door.**

We propose to build a new entry that extends 5 feet from current structure that matches the exterior of the present building. We will draft a design for approval. We will need to tear out sidewalk and dig frost footings. We will work with Siouxland Mental Health so that the structure conforms to their specific needs. The sidewalk will be reconstructed where removal was necessary.

We will eliminate walls inside the welcome area to accommodate handicap accessibility and improved visitor flow.

- **Moving the stairs.**

We propose to move the stairs to an area where they were located previously near the southwest entry. This will involve demolition and reconstruction so that the stairs are as convenient as possible for staff who use the basement area as a storage area. We may need to modify the existing bathroom to create the length needed for the stairs.

The existing stairs will be removed and a new floor will be constructed.

- **Fixing the structure**

In the basement near the southwest wall area, we propose to replace or add joists where the current joist have been affected by water damage. In addition a new bearing wall will be built as needed.

The existing water damage appears to be from many years of penetration. We propose to dig a test hole down to the footing to examine the underground structure. At that time we may be able to make a better determination of what can be done to minimize future damage, assess where the water is originating from, and if it is necessary to treat the current wall on the exterior.

We propose applying a drylock product to the interior affected walls.

We anticipate minimizing future water damage by creating improved runoff.

- **Cosmetic updates-**

All carpet in the common area will be replaced with carpet tile. A 100% waterproof vinyl tile plank will be installed in other areas. Color and pattern determined by customer. New doors in kitchen entryways will be installed.

Modern efficient windows that open for safety will be installed based on budget.

Remodel 2

We propose to replace kitchen subfloor that was previously damaged and install high quality vinyl waterproof tile approved by customer. We will replace existing cabinets and will install a hard surface granite or quartz countertop. Commercial appliances will be supplied by others. Note: We need an approved layout and specs to coordinate cabinet layout,

We need to put together a cabinet layout to finish an estimate for this area.

