



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(AUGUST 6, 2019) (WEEK 32 OF 2019)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov	Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy J. Taylor 333-1714 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held August 6, 2019 at **4:30 p.m.** in the basement of the courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

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

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

Consent Agenda

Items 3 through 8 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

3. Approval of the minutes of the July 30, 2019 meeting
4. Approval of claims
5. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
 - c. Approval of retiree request to remain on County health and dental insurance plans.

6. Community Action Agency – Jean Logan
Approval of appointment of Rachelle Green to the Community Action Agency Board of Directors
7. Board Administration – Karen James
 - a. Approval of resolution for a tax suspension for D.B.
 - b. Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension
8. Secondary Roads – Mark Nahra
Approval of the permit to work in the county right of way for the City of Lawton/Family Group

End Consent Agenda

9. County Attorney – PJ Jennings
Approval of County Civil Service Commission use of office space at Tri-View location Action
10. Communication Center – Glenn Sedivy
Set public hearing date for August 20, 2019 at 4:40 p.m. for 1st Amendment to Indefeasible Right to Use Agreement with the State of Iowa Communications Network Action
11. WCICC-IT – John Malloy
 - a. Discussion and action to approve the replacement of the current fire suppression system Action
 - b. Discussion and action to approve the FY 2020 budgeted remodeling of the Courthouse Data Center Action
12. Juvenile Detention – Ryan Weber & Dianne McTeer
Approval of 2019-2020 Food Service Contract with Summit Managed Food Service Action
13. Secondary Roads – Mark Nahra
 - a. Approval of contract for 2020 gravel stockpiles Action
 - b. Approval of contract and bond for the 2019 pavement marking project with Iowa Plains Signing Action
14. Board of Supervisors – Jeremy Taylor
Discussion and action to obtain a sponsorship or ticketed seating for the 2019 Siouxland Chamber of Commerce Annual Meeting Action
15. Reports on Committee Meetings Information
16. Citizen Concerns Information
17. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- MON., AUGUST 5** 6:00 p.m. Board of Adjustment meeting, First Floor Boardroom
- TUES., AUGUST 6** 4:45 p.m. Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., AUGUST 7** 9:00 a.m. Loess Hills Alliance Protection Committee Meeting, Pisgah, Iowa
10:30 a.m. Loess Hills Alliance Stewardship Committee Meeting
12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
1:00 p.m. Loess Hills Alliance Executive Meeting, Pisgah, Iowa
4:00 p.m. Conservation Board Meeting, Little Sioux Park
- THUR., AUGUST 8** 12:00 p.m. SIMPCO Board of Directors, 1122 Pierce St.
- WED., AUGUST 14** 8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
2:00 p.m. Rolling Hills Community Services Region Meeting, Holstein, Iowa
- WED., AUGUST 21** 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., AUGUST 22** 4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- MON., AUGUST 26** 6:00 p.m. Zoning Commission Meeting, First Floor Boardroom
- THUR., AUGUST 29** 11:00 a.m. Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
- TUES., SEPT. 3** 4:45 p.m. Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., SEPT. 4** 9:00 a.m. Loess Hills Alliance Stewardship Committee Meeting, Pisgah, Iowa
10:30 a.m. Loess Hills Alliance Executive Board Meeting
12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
1:00 p.m. Loess Hills Alliance Full Board Meeting
- THUR., SEPT. 5** 10:00 a.m. COAD Meeting, The Security Institute
- WED., SEPT. 11** 8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill
8:00 p.m. County's Mayor Association Meeting, Public Safety Center, Climbing Hill

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

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

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

JULY 30, 2019, THIRTY-FIRST MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

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

The regular meeting was called to order at 4:30 p.m. with the Pledge of Allegiance to the Flag and a Moment of Silence.

1. There were no citizen concerns.
 2. Motion by Radig second by Taylor to approve the agenda for July 30, 2019. Carried 5-0. Copy filed.
 Motion by Taylor second by De Witt to approve the following items by consent:
 3. To approve minutes of the July 23, 2019 meeting. Copy filed.
 4. To approve the claims totaling \$1,599,235.51. Copy filed.
 - 5a. To approve the de-authorization of % Deputy-Major, County Sheriff Dept., % Lieutenant, County Sheriff Dept., and Civilian Lieutenant, County Sheriff Dept. Copy filed.
 - 5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Secretary III, County Attorney Dept. AFSCME Courthouse: \$20.40/hour.; % Deputy-Chief Deputy, County Sheriff Dept. 85% of Sheriff's Salary: \$95,310.40/year.; % Deputy-Captain, County Sheriff Dept. 82% of Sheriff's Salary: \$91,946.50/year.; Civilian Captain, County Sheriff Dept. \$80,304.01/year.; and P/T Courthouse Safety and Security Officer, County Sheriff Dept. Wage Plan comparability with AFSCME Courthouse: \$16.84-\$18.50/hour. Copy filed.
 - 5c. To approve the separation of Tyler Petty, Temporary Summer Laborer, Secondary Roads Dept., effective 7-26-19. End of Temporary Work.; the separation of Sheryl Skaff, P/T Courthouse Safety & Security Officer, County Sheriff Dept, effective 8-02-19. Resignation.; the promotion of Michael Tony Wingert, % Deputy-Chief, County Sheriff Dept., effective 8-05-19, \$95,310.40/year, 0%. Promotion to 85% Deputy-Chief.; the promotion of Willie Garrett, % Deputy-Captain, County Sheriff Dept., effective 8-05-19, \$91,946.50/year, 2.5%=\$2,242.60/yr. Promotion to 82% Deputy-Captain.; and the promotion of Todd Harlow, Civilian Captain, County Sheriff Dept., effective 8-05-19, \$80,304.01/year, 3.25%=\$2,534.89/yr. Promotion to Civilian Captain. Copy filed.
 - 6a. To approve the permit to work in the right of way for Doyle Turner. Copy filed.
 - 6b. To approve the permit to work in the right of way for NIPCO. Copy filed.
 - 6c. To approve the permit to work in the right of way for Long Lines. Copy filed.
 - 6d. To approve the permits to work in the right of way for Western Iowa Telephone Association. Copy filed.
- Carried 5-0.
- 7a. Motion by Taylor second by De Witt to allow the Secondary Roads Dept. to donate its used copier to the Woodbury County Fair Board. Carried 5-0. Copy filed.
 - 7b. Motion by Taylor second by Ung to reject all the bids for project # FM-CO97(136)—55-97. Carried 5-0. Copy filed.
 - 8a. Motion by Radig second by Taylor to approve Goldberg Group Architects LEC Master Planning Agreement for pre-design/planning services work packages #1 thru #3 (\$75,000) and work package #4 as specified by agreement planning services 2b (page 3) and Compensation 3a and 3b (page 4). Carried 5-0. Copy filed.
 - 8b. Motion by Radig second by Ung to reallocate CIP funds; #9102-17 Upgrade Study, and CIP #9106-17-19 HVAC Admin. Carried 5-0. Copy filed.

- 8c. Motion by Taylor second by Radig to authorize the Finance Director assisted by Goldberg Group Architects to seek request for proposals (RFP) form interested municipal advisors. Carried 5-0. Copy filed.
- 9. The Board heard reports on committee meetings.
- 10. There were no citizen concerns.
- 11. Board concerns were heard.

The Board adjourned the regular meeting until August 6, 2019.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: August 6, 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
Britton, Andrew	Juvenile Detention	8-05-19	Asst. Director	\$60,050/year	18%= \$9,159.12/yr	P	Promotion from Youth Worker to Asst. Director.
Casson, Jeremiah	Secondary Roads	8-09-19	Motor Grader Operator			S	Resignation.
Guerrero, Abigail	County Sheriff	8-12-19	Civilian Jailer	\$19.86/hour		A	Job Vacancy Posted 6-5-19. Entry Level Salary: \$19.86/hour.
Payer, Benjamin	Secondary Roads	8-15-19	Temporary Engineering Aide			S	End of Temporary Work.
Torres, Zaira	County Sheriff	8-19-19	Civilian Jailer	\$19.86/hour		A	Job Vacancy Posted 6-5-19. Entry Level Salary: \$19.86/hour.
Alderson, Constance	County Treasurer	8-22-19	MV Clerk II	\$19.51/hour	5%=\$1.01/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 3 to Grade 3/Step 4.
Horsley, Randall	Emergency Services	9-16-19	Operations Officer-Paramedic			S	Retirement.

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: August 6, 2019

For the August 6, 2019 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. Juvenile Detention Youth Worker, Promotion to Asst. Director.
2. Secondary Roads Motor Grader Operator, Resignation.
3. County Sheriff Civilian Jailer, Appointment.
4. Secondary Roads Temporary Engineering Aide, End of Temporary Work.
5. County Sheriff Civilian Jailer, Appointment.
6. County Treasurer MV Clerk II, from Grade 3/Step 3 to Grade 3/Step 4.
7. Emergency Services Operations Officer-Paramedic, Retirement.

Thank you

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: August 6, 2019

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Emergency Services	F/T Operations Officer- Paramedic	Wage Plan: \$18.90/hour		
Juvenile Detention	F/T Youth Worker	AFSCME Juvenile Detention: \$19.30/hour		
Juvenile Detention	P/T Youth Worker	AFSCME Juvenile Detention: \$19.30/hour		
Secondary Roads	Motor Grader Operator	CWA: \$23.73/hour		

Chairman, Board of Supervisors

WOODBURY COUNTY



**EMERGENCY
SERVICES**



121 Deer Run Trail/Climbing Hill, IA 51015/712-876-2212

To: Woodbury County Human Resources
Melissa Thomas, Director

From: Woodbury County Emergency Services
Gary Brown, Director

WOODBURY CO.
HUMAN RESOURCES DEPT.

'19 JUL 31 P1:37

Date: July 29, 2019

Subjects: Resignation of Randall Horsley, Full-time Paramedic
Emergency Services Full-time Vacancy

Randall Horsley has given Emergency Services his resignation from the position of Full-time Operations Officer-Paramedic effective Monday, September 16th.

With the resignation of Randall Horsley, Full-time Operations Officer-Paramedic we would like to post this position internally within our department.

RECOMMENDATION: It is our recommendation that the board of supervisors accept the resignation of Randall Horsley, Full-time Operations Officer-Paramedic effective Monday, September 16th.

RECOMMENDATION: It is our recommendation that the vacant position of Full-time Operations Officer-Paramedic be posted internally with in our department.

Thank you for your consideration.

From: Ryan Weber

Sent: Friday, July 26, 2019 10:29 AM

To: Melissa Thomas <melissathomas@woodburycountyiowa.gov>; Lisa Anderson <lisaanderson@woodburycountyiowa.gov>

Subject: job openings

Hello

I now have a vacant full time male youth worker opening and once that is filled that will leave a vacant part time youth worker position. Can you please get these on the agenda

Ryan M. Weber

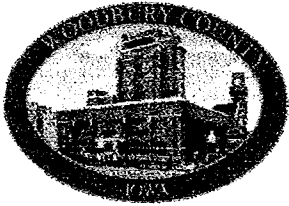
Director

Woodbury County Juvenile Detention Center

rweber@woodburycountyiowa.gov

Phone: (712) 279-6622

Fax: (712) 234-2900



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039
Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Board of Supervisors
Human Resources Department

From: Mark Nahra, Woodbury County Engineer

Date: July 29, 2019

Subject: Merville District Maintenance Vacancy

With the resignation of Jeremiah Casson from the position of District 2-Merville motor grader operator, a vacancy is created in the secondary road department. The position is for a motor grader operator working out of the Lawton shed covering Woodbury and Floyd Township areas.

RECOMMENDATION: It is my recommendation that we fill the vacant position created by the resignation of Jeremiah Casson at Merville. I would like to advertise to fill this vacancy as soon as possible. I would like to post this job internally in early August to allow us advertise outside and fill the position before the end of September.

Thank you for your consideration.

July 30, 2019

To: Woodbury County Board of Supervisors

I am retiring on 9-16-19 and would like to purchase the Wellmark Health Insurance for myself and spouse and the Delta Dental for myself and spouse at our own expense. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Horsley", with a long horizontal flourish extending to the right.

Randy Horsley

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

#6

Date: 7/26/19 Weekly Agenda Date: 8/6/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Jean Logan, Community Action Executive Director

WORDING FOR AGENDA ITEM:

Appointment of Rachelle Green to the Community Action Agency Board of Directors

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Appointment of Rachelle Green to the Community Action Agency Board of Directors to complete a 3 year term which will expire March, 2022.

BACKGROUND:

The Woodbury County Board of Supervisors appoints 1/3 (7 members) of the Community Action Agency Board in the category of Public Officials and/or their Representatives. Rachelle Green has volunteered to service as your representative under the Category of Welfare. She is currently employed by WITCC.

FINANCIAL IMPACT:

none

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

Yes No

RECOMMENDATION:

Approval

ACTION REQUIRED / PROPOSED MOTION:

A motion to approve the appointment of Rachelle Green to the Community Action Agency Board of Directors

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

#7a

Date: 7/31/19 Weekly Agenda Date: 8/6/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James - Admin. Assistant

WORDING FOR AGENDA ITEM:

Approval of resolution for a tax suspension for D.B.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

D.B. is requesting a tax suspension.

BACKGROUND:

D.B. was approved for a tax suspension on June 3, 2014. Annual tax suspension re-certify letters went out to D.B. starting in March. D.B. failed to re-certify the income by the deadline of June 1. Board lifted the tax suspension on June 11, 2019.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Consider this request for a tax suspension for D.B. If the Board approves this request, the suspension resolution requires the chairman's signature.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution for a tax suspension for D.B.

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

#7b

Date: 7/31/19

Weekly Agenda Date: 8/6/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James - Admin. Assistant

WORDING FOR AGENDA ITEM:

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Annually, the Board of Supervisors requires those receiving tax suspensions to re-certify their income. Those petitioners who fail to re-certify their income by the deadline or if their income does not qualify for continued tax suspension, will be turned over to the Board of Supervisors for action on lifting the tax suspension.

BACKGROUND:

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

To lift the tax suspension of the petitioners that are listed on the attachment.

ACTION REQUIRED / PROPOSED MOTION:

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension.

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

Date: 7/30/2019 Weekly Agenda Date: 8/6/2019

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

WORDING FOR AGENDA ITEM:

Consideration of permits to work in the county right of way

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The City of Lawton/Family Group has requested a permit to work in the right of way to allow closure of K49 through town to accomodate the Lawton Fest activities.

BACKGROUND:

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa. The road will be closed from 4:00 PM to 8:00 PM on Wednesday August 7, 2019.

FINANCIAL IMPACT:

No impact

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

Yes No

RECOMMENDATION:

Recommend approval of the permit for the City of Lawton/Family Group.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit for the City of Lawton/Family Group and to direct the chair to sign the permit.



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039
Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY

Name of Permittee: Molly Schellinger/LB FAMILY Group Phone No.: 712-898-5282

Mailing Address: PO Box 103 Lawton IA

Township: _____ Section: _____

Woodbury County, State of Iowa, and LB FAMILY Group (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Close 2 blocks of Cedar St in Lawton and reroute a detour to the west from 4pm-8pm on

Wednesday, August 7th for Lawton Fest activities.

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

2. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

3. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in Section L.

4. The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.

FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA. This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

5. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

6. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

N/A

7. Woodbury County agrees to provide the following contribution toward completion of this project:

N/A

8. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 7th day of August, 2019

Entered into this 23rd day of July, 2019

Molly Schellinger

Signature of Property Owner or Authorized Representative

Mark J. Nelson

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

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

#9

Date: August 1, 2019 Weekly Agenda Date: August 6, 2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: PJ Jennings

WORDING FOR AGENDA ITEM:

County Civil Service Commission use of office space at Tri-View location.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

BACKGROUND:

The county civil service commission is in need of office space and storage room for file cabinets. They have received the approval of Rolling Hills management to occupy open space within the Tri-View building. See attached memo.

FINANCIAL IMPACT:

zero.

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:

ACTION REQUIRED / PROPOSED MOTION:

As the building is currently owned by Woodbury County, it is appropriate that the supervisors approve of this action by motion and vote.



Woodbury County Civil Service Commission

Sioux City, IA

712-251-9302

Woodbury County Board of Supervisors

620 Douglas, B.O.S. 1st floor

Sioux City, IA 51101

Dear Board of Supervisors,

Currently, the Woodbury County Civil Service Commission has been assigned a space in the Trospen Hoyt Building for its files. This space is essentially a storage closet that is being shared with other people. The Personnel Director has had to move boxes to get into the filing cabinets and has no access to a phone or copy machine. As these items are essential in order to complete the duties of the commission, we have looking for a space that is suitable for our needs.

The Personnel Director has visited with Theresa Jochum the Coordinator of Disability services for Woodbury County for The Rolling Hills Region to see if space would be available at this location. This space is located at 1211 Tri-View Avenue. They would have room for our filing cabinets, along with an appropriate work space and access to a copy machine. Theresa Jochum has ok'd this with the CEO of Rolling Hills, Dawn Mentzer.

We respectfully request that the move be accepted by the Woodbury County B.O.S. to move to a more appropriate space. Access to the building would also need to be provided after hours and on weekends. The Commission will be responsible to pay for and install a phone in the appropriate space and will provide its own office supplies. Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in blue ink that reads "R. Ellison" with a small mark above the "n".

Rick Ellison, Chairman

Woodbury County Civil Service Commission

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

#10

Date: 08-01-19 Weekly Agenda Date: 08-06-19

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Glenn Sedivy, Communications Director

WORDING FOR AGENDA ITEM:

Set Public Hearing Date for August 20th, 2019 at 4:40 pm for 1st. Amendment to Indefeasible Right to Use Agreement with the State of Iowa Communications Network.

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 Starcomm Executive Board recommends to the County Supervisors to set a public hearing for August 20th 2019, to amend a fiber lease agreement with the Iowa Communications Network "ICN"

BACKGROUND:

Woodbury County (STARCOMM) currently owns and operates fiber optics between the Iowa Work Force Development Center at 2508 4th Street, Sioux City and The Security Institute at 4647 Stone Avenue, Sioux City. A public hearing is requested to be set for August 20th, 2019 at 4:40 P.M. during the regular County Board of Supervisors meeting.

FINANCIAL IMPACT:

No Financial Impact

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

Yes No

RECOMMENDATION:

Set Public Hearing

ACTION REQUIRED / PROPOSED MOTION:

Set Public Hearing for August 20th 2019 at 4:40 PM

AMENDMENT #1 TO INDEFEASIBLE RIGHT OF USE AGREEMENT

It is agreed between the Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board ("Lessors") and the State of Iowa, Telecommunications and Technology Commission operating the Iowa Communications Network "I.C.N.", having a mailing address of 400 East 14th Street, Grimes State Office Building, Des Moines, Iowa 50319. ("Lessee").

WHEREAS, Lessors and Lessee (or their respective predecessors-in-interest) entered into a Dark Fiber Lease Agreement between the parties signed on or about September 5th, 2013 and went into effect on September 5th, 2013, with respect to Dark Fiber Service, between Fairmont Street and the Woodbury County 911 Center.

WHEREAS, Lessors and Lessee desire to amend the Agreement to modify the notice section thereof; and

Woodbury County, Iowa
620 Douglas Street, Suite 104
Sioux City, Iowa 51106

C/O Starcomm Public Safety Board
P.O. Box 447
Sioux City, Iowa 51102
Phone (712) 279-6959
Fax (712) 279-6157

And

Iowa Communications Network
Attn: Contracting Officer
Grimes Office Building
400 E 14th St.
Des Moines, IA 50319

WHEREAS, Lessors and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessors and Lessee agree as follows:

WHEREAS, Lessors and Lessee desire to amend the Term under section 5 TERM, by adding the following section:

SECTION 5A. TERM. Lessors hereby grant to Lessee the right, privilege and option to extend this Lease for three (3) additional "Renewal Terms" of Five (5) years; provided that the total length of all terms does not extend beyond the term of the Lease Agreement between Lessors; each with the consent and written approval from Lessors, from the end of the Initial Term, under the same terms, covenants and conditions as herein contained, provided that Lessee is not in default of any of the terms, covenants or conditions of this Lease at the conclusion of the Initial Term or any prior Renewal Term, respectively. This Lease shall automatically renew unless Lessee or Lessors gives written notice to terminate the Lease at least one hundred eighty (180) days prior to the end of the applicable term.; and

WHEREAS, Lessors and Lessee desire to amend the payment amount under section 4 by adding subsection 4. C. as follows:

SECTION 4. C. Renewal Term Rent. Lessee shall pay Woodbury County, Iowa, administrator of funds of Starcomm Public Safety Board, "Rent" for each month of the three (3) years for Renewal Terms as listed below in this paragraph. Each monthly Rent payment shall be due to Woodbury County, Iowa on or before the first day of each month.

- a. First Renewal Term (years 6 through 10) Rent shall be increased to \$275.00.
- b. Second Renewal Term (years 11 through 15) Rent shall be increased by 10% over the highest amount paid at the end of the first Renewal Term.
- c. Third Renewal Term (years 16 through 20) Rent shall be increased by 10% over the highest amount paid at the end of the second Renewal Term.

In all other respects, the original Fiber Lease dated September 11th, 2013 Agreement are unchanged.

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

LESSORS:

Woodbury County, Iowa

By: _____

Title: Keith Radig, Chairperson

Woodbury County Board of Supervisors

Attest: _____

Patrick Gill, County Auditor

LESSEE:

Iowa Communications Network. (Lessee)

By (Printed Name): Mark W. Johnson

Title: Chief Operating Officer

Signature: 

Attest: 

Brian Clayton, Purchasing Agent III

NOTICE OF PUBLIC HEARING

Governmental Body: The Board of Supervisors of Woodbury County, Iowa
Date of Meeting: August 20th, 2019
Time of Meeting: 4:40 p.m.
Place of Meeting: Boardroom, Woodbury County Courthouse, 620 Douglas Street,
Sioux City, Iowa

Pursuant to the requirements of Sections 331.301(10)(d) and 331.443 of the Code of Iowa, the Woodbury County Board of Supervisors will hold a public hearing on the date, time and place set forth above. The purpose of the public hearing will be to a 1st amendment of a current fiber lease with the State of Iowa Communications Network, (ICN) New Cingular to allow them to operate on a Starcomm Communications fiber optic Network, between the Iowa Work Force Development Office at 2508 4th Street, Sioux City and The Security Institute at 4647 Stone Avenue, Sioux City. The amendment will increase the current lease amount by \$25.00 per month with a total amount of \$275.00 per month, including three 5 year renewal terms. This funding will provide new revenue to be applied towards the Starcomm operating budget. Any resident or property owner of Woodbury County may present oral or written objections at the Public Hearing.

Patrick F. Gill,
Auditor of Woodbury County, Iowa

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

#11

Date: 08/01/2019

Weekly Agenda Date: 08/06/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Malloy, WCICC-IT

WORDING FOR AGENDA ITEM:

Approval to Allow Data Center Remodeling and Replace the Current Fire Suppression System

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

A recent inspection of the WCICC-IT Data Center's fire suppression system identified deficiencies. These shortcomings need to be addressed to properly protect the data and physical assets contained within this secure area.

The remodeling of the Data Center was approved in the FY2020 budget to address a number of limitations in the current workspace.

The projects compliment one another and should allow for reduced overall expenditures.

BACKGROUND:

Our long-term provider exited the fire suppression market and directed us to another provider. Given this development, IT determined an assessment of the fire detection and suppression system was warranted. As a result, the new vendor performed a fire-panel test and room inspection.

The inspection identified multiple areas of concern. The first concern is to seal gaps with in the Data Center walls, which we are working with Building Services to address; this sealing is needed to maintain room pressure if the suppression agent becomes discharged.

The second concern is the type of suppression equipment. The existing system is equipped with a Halon agent and squib detonators - both require licensed handlers. Due to environmental effects of the gas, the manufacturing of the Halon agent and related parts stopped in 1994. As a result of the discontinued manufacturing of Halon systems, very few vendors are certified in handling Halon and associated squibs.

The third concern is the age of the existing squibs which we believe are 30+ years old.

The fourth concern is the HVAC system now originating in the ceiling and the voids created by the return-air. Controls would need to be added to the ductwork. Detectors and additional fire suppression will need to be added too.

IT contacted two additional vendors to verify and validate the deficiencies.

Data Center remodeling was budgeted and scheduled for FY2020 to address a number of limitations in the workspace. With the fire suppression issues we would revisit our remodeling goals to include physically reducing the Data Center footprint. In the last five years the size and amount of Data Center equipment has reduced substantially. The reduced footprint would allow for reduced fire suppression and detection and will also allow us to revisit our cooling methodology.

FINANCIAL IMPACT:

\$40,000 for Fire Suppression System
\$50,000 for Data Center Remodeling (FY2020 Budgeted)

Fund 1500

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:

WCICC-IT recommends the approval to replace our current fire suppression system and the remodeling of the Courthouse Data Center.

ACTION REQUIRED / PROPOSED MOTION:

Discussion and action to approve the replacement of our current fire suppression system.

Discussion and action to approve the FY2020 budgeted remodeling of the Courthouse Data Center.

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

#12

Date: 8-1-2019 Weekly Agenda Date: 8-6-2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ryan M. Weber/Dianne McTeer

WORDING FOR AGENDA ITEM:

Approval of 2019-2020 Food Service Contract

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 type="checkbox"/> |

EXECUTIVE SUMMARY:

Action needed to approve the food contract with Summit Managed Food Service (formerly CBM).

BACKGROUND:

CBM/Summit Managed Food Service has been the only company to submit bids for weekly meals at the Juvenile Detention Center.

FINANCIAL IMPACT:

none

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

Yes No

RECOMMENDATION:

Recommendation is to approve the Food Service Contact with Summit Managed Food Service

ACTION REQUIRED / PROPOSED MOTION:

Approval of the board and signature of Board Chairman.

Woodbury County Juvenile Detention Center Non-Profit School Food Service RFP

This document contains a bid solicitation for the furnishing of meals for a nonprofit food service program and sets forth the terms and conditions applicable to the proposed procurement. **Upon acceptance, this document shall constitute the contract between the bidder and the School Food Authority (SFA/Agency).**

The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the bid solicitation/contract.

2019-2020 FOOD SERVICE CONTRACT

Woodbury County Juvenile Detention Center *(SFA)* & CBM/Summit Managed Food Service *(Vendor)*

The **WCJDC Woodbury County Juvenile Detention Center** hereinafter referred to as **CBM/Managed Food Service** hereinafter referred to as the "**Vendor**", hereby enter into an agreement that describes the responsibilities of each party when providing meals to Schools in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). (Vendor means a merchandiser of complete meals, meal components).

The SFA agrees to:

1. Plan menus which adhere to meal pattern guidelines for the National School Lunch Program and School Breakfast Program.
2. Provide the Vendor with a list of the names and addresses of the buildings receiving food, and the number of meals by type (breakfast, lunch, and supper) to be delivered to each location and the calendar of operation
3. Notify the Vendor if the number of meals to be delivered needs to be altered by 8:00 AM_(time) on the day the meals are to be served.
4. Be responsible for ensuring that the food service operation conforms to the SFA's agreement with the State Agency.
5. Adhere to the procurement standards set forth in Section 210.21 of the NSLP regulations, OMB Circular 7 CFR 200.317-22.326.
6. Notify the State Agency in writing of proposed changes in the contract. **Changes in the contract must be reviewed by the State Agency before implementation.**
7. Make no payment for meals that are spoiled or unwholesome at the time of delivery and do not meet specifications, or do not otherwise meet the requirements of the contract.
8. Monitor the food service operation daily to ensure the food service is in conformance with program regulations.

The Vendor agrees to:

1. Maintain food production records indicating food produced, portion size, quantity prepared, and recipe number or product description. Information for nutrient analysis, including standardized recipes, nutrition fact labels, and Child Nutrition (CN) labels must be on file with the vendor. This information is needed by the SFA to meet their responsibility in the NSLP and SBP.
2. The vendor must identify portion sizes in writing when food is delivered in bulk.
3. Maintain records to support the SFA's Claim for Reimbursement; make all records available to the SFA upon request: and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement. In cases where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit.
4. Submit itemized bills to the SFA monthly.

5. Maintain all applicable state and/or local health certification(s) for the duration of the contract for any facility where meals are prepared.
6. Insure that health and sanitation requirements are met at all times where and when food is prepared, stored, and delivered.
7. If requested, the Vendor agrees to provide meals for periodic inspection to determine bacteria levels and results shall be submitted to the SFA and State Agency.
8. Deliver the meals according to the times listed for each building.
Comply with the Buy American Provision in 7 CFR Part 250 and 7 CFR 210.21.
9. Conform with all civil rights requirements applicable to the SFA.
10. If the contract is in excess of \$2,500, comply with Fair Labor Standards Act, as amended to include Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29CFR, Part 5) pursuant to 7 CFR, Appendix II Part 200 (E)
11. If the contract is in excess of \$10,000, comply with Executive Order 11246, Entitled "Equal Employment Opportunity, " as amended by Executive Order 11375 and as Supplemented in Department of Labor regulations (41/CFR Part 60) pursuant to 7 CFR, Appendix II Part 200 (C).
12. If the contract is in excess of \$100,000, provide a Certification of Lobbying. This statement is required each renewal period.
13. If the contract is in excess of \$100,000, provide a Disclosure of Lobbying Activities.

The SFA and Vendor mutually agree that:

1. Menus written by the SFA must be reviewed and changes made as necessary to insure the NSLP and SBP meal patterns are met.
2. Contracts will be of duration no longer than one (1 year) with options for the annual renewal of a contract not to exceed four (4) years. The basis for fee adjustments will be identified in the contract.
3. Vendor has liability for payment of over claims resulting from USDA/State reviews or audits, caused by vendor nonconformance, and this liability extends beyond the term of the contract.

The SFA reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The SFA shall notify the Vendor of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the SFA shall have the right, upon written notice, of the immediate termination of the contract and the Vendor shall be liable for any damages incurred by the SFA. The Contract may be terminated by either party upon submission to the other part of written notice at least 30 days prior to the date of termination. A copy of the termination letter must be sent to the State Agency.

Vendor Meal Charges

1. Milk is provided by vendor and included in meal cost
2. Meal count is to be called into Vendor by Detention Staff
3. Meals will be delivered to the Detention facility.
4. Meals and condiments will be purchased in bulk according to the number of meals needed.
5. Meals will not include straws, napkins, plates or single-service ware.
6. Delivery time : Breakfast 7:15 am Lunch 12:15 pm Supper 4:45 pm
7. Vendor will bill SFA on the 15th of each month.
8. SFA payment will be due on the 30th of each month
9. Total Contract Cost \$149,000 (*estimate based on previous year's data*)

5. Maintain all applicable state and/or local health certification(s) for the duration of the contract for any facility where meals are prepared.
6. Insure that health and sanitation requirements are met at all times where and when food is prepared, stored, and delivered.
7. If requested, the Vendor agrees to provide meals for periodic inspection to determine bacteria levels and results shall be submitted to the SFA and State Agency.
8. Deliver the meals according to the times listed for each building.
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5. Meals will not include straws, napkins, plates or single-service ware.
6. Delivery time : Breakfast 7:15 am Lunch 12:15 pm Supper 4:45 pm
7. Vendor will bill SFA on the 15th of each month.
8. SFA payment will be due on the 30th of each month
9. Total Contract Cost \$149,000 (*estimate based on previous year's data*)

10. All snacks or supplies above and beyond what is required with the meals ordered will be on a bill-back basis.

$$\begin{array}{r} \underline{21} \\ \text{\# of daily breakfasts} \end{array} \times \begin{array}{r} \underline{366} \\ \text{\# days served} \end{array} \times \begin{array}{r} \underline{6.40} \\ \text{rate/meal} \end{array} = \begin{array}{r} \underline{49,190} \\ \text{Annual Total Cost} \end{array}$$

$$\begin{array}{r} \underline{21} \\ \text{\# of daily breakfasts} \end{array} \times \begin{array}{r} \underline{366} \\ \text{\# days served} \end{array} \times \begin{array}{r} \underline{6.40} \\ \text{rate/meal} \end{array} = \begin{array}{r} \underline{49,190} \\ \text{Annual Total Cost} \end{array}$$

$$\begin{array}{r} \underline{21} \\ \text{\# of daily breakfasts} \end{array} \times \begin{array}{r} \underline{366} \\ \text{\# days served} \end{array} \times \begin{array}{r} \underline{6.40} \\ \text{rate/meal} \end{array} = \begin{array}{r} \underline{49,190} \\ \text{Annual Total Cost} \end{array}$$

Approximate Annual Meal Costs (Total) \$150,000

(The start of the new approved menu)

This agreement is effective from 7-1-2019 through June 30, 2020.

For all contracts, the vendor certifies that their operation or related parties do not appear on the "list of Parties Excluded or Disqualified from Federal Procurement and Non-procurement Programs currently listed on the web at <http://epls.arnet.gov>

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations.

The parties have executed this agreement as of the dates indicated below:

SFA

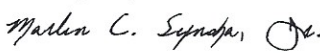
Woodbury County Juvenile Detention
822 Douglas Street Suite 401
Sioux City, IA

Keith Radig, Board Chairman
Woodbury County Board of Supervisors

Date

VENDOR

CBM/Summit Managed Food Service
2219 E Benson Rd,
Sioux Falls, SD

DocuSigned by:

DBE52592D58F428

Marlin Sejnoha
President & CEO

7/15/2019

Date

STATE AGENCY

Shea Cook, MPP
Consultant, Bureau of Health and Nutrition
Iowa Department of Education
310 B Ave E
Oskaloosa, IA 52577
515-326-1682
515-242-5988 - fax

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

Date: 8/01/2019 Weekly Agenda Date: 8/06/2019

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

WORDING FOR AGENDA ITEM:

Approve contract for 2020 Gravel Stockpiles

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Annually the secondary road department solicits quotes for gravel stockpiling. Contracts have been returned for Board approval.

BACKGROUND:

The county secondary road department has requested quotations for stockpiled material. Material will be furnished and hauled to assorted gravel stockpiles.

FINANCIAL IMPACT:

The project is paid for with Woodbury County secondary road funds from the maintenance area of our budget.

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

Yes No

RECOMMENDATION:

Recommend that the board approve the contracts for furnishing gravel to be hauled to county stockpiles.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board approve the contracts for furnishing gravel and hauling gravel to county stockpiles.



WOODBURY COUNTY, IOWA

CONTRACT

Kind of Work Road Haul Gravel
Project No. G-2020 Stockpile County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Keith Radig, Rocky De Witt, Marty Pottebaum, Jeremy Taylor and Matthew Ung, Contracting Authority, and Hallett Materials Wall Lake, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of One Million Fifty-Three Thousand Six Hundred Seventy-Five and 00/100 (\$1,053,675.00)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Table with 5 columns: Item No., Item, Quantity, Unit Price, Amount

The Standard Specifications of the Iowa Department of Transportation, Highway Division for Highway and Bridge Construction, Series 2015 and all applicable current Supplemental Specifications to date and Special Provisions shall apply to all work.

Attachments 1 through 4 inclusive form a part of this contract as if fully contained herein.

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of July 1, 2019

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. G-2020 Stockpile in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

Table with 4 columns: Approximate Starting Date, Specified Starting Date, Late Start Date, Number of Working Days. Specified Starting Date is August 1, 2020.

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the

day of, 2016

Approved: [Signature]
By: Contractor: Hallett Materials
Date: July 22, 2019

By: Contracting Authority: Woodbury County Board Chair Person
Date:

MAINTENANCE GRAVEL-STOCKPILE QUOTATION
Project G-2020 stockpile quotation

ITEM NO.	DESCRIPTION	QUANTITIES	UNIT PRICE	TOTALS
1.	Gravel, (Load and haul to stockpile at SE Cor. SE¼ NE¼ Sec. 32-89-44) Arlington Twp. County Maintenance yard Merville, Iowa	15,000 Tons	\$ <u>11.75</u> /Ton	\$ 176,250.00
2.	Gravel, (Load and haul to stockpile at SW Cor. Section 22-89-45) Concord Twp. Lawton	5,000 Tons	\$ <u>14.60</u> /Ton	\$ 73,000.00
3.	Gravel, (Load and haul to stockpile in the NW¼SW¼ Sec. 15-87-44) Grant Twp.	3,000 Tons	\$ <u>10.40</u> /Ton	\$ 31,200.00
4.	Gravel, (Load and haul to stockpile in the NE¼NE¼ Sec. 26-87-43) Miller Twp.	0 Tons	\$ <u>0</u> /Ton	\$ 0.00
5.	Gravel, (Load and haul to stockpile in the SW Cor. NW¼ NW¼ Sec. 27-86-42) Liston Twp at Danbury Maintenance Building	9,000 Tons	\$ <u>11.75</u> /Ton	\$ 105,750.00
6.	Gravel, (load and haul to stockpile at Luton in NW¼ Sec. 20-87-46) Grange Twp.	17,000 Tons	\$ <u>14.60</u> /Ton	\$ 248,200.00
7.	Gravel, (Furnish, crush, screen, load, haul and stockpile Near N¼ Cor. Sec. 16-86-45 Willow Twp., (Holly Springs)	5,000 Tons	\$ <u>12.50</u> /Ton	\$ 62,500.00
8.	Gravel, (Furnish, crush, screen, load, haul and stockpile at N.E. Cor. Section 6-87-44) Grant Twp. Landfill	2,000 Tons	\$ <u>10.50</u> /Ton	\$ 21,000.00
9.	Gravel, (Furnish, crush, screen, load, haul and stockpile at N.E. Cor. Section 6-86-43) Oto Twp.	0 Tons	\$ <u>0</u> /Ton	\$ 0.00
10.	Gravel (Furnish, crush, screen, load, haul and stockpile At intersection of Hwy 31 and 250 th Street, Miller Bridge Stockpile	12,000 tons	\$ <u>10.40</u> /Ton	\$ 124,800.00
11.	Gravel (Furnish, crush, screen, stockpile) at County Gravel Pit in section 28 Kedron Twp. for future hauling.	29,100 tons	\$ <u>7.25</u> /Ton	\$ 210,975.00
TOTAL	Gravel	97,100 Tons		
		CONTRACT TOTAL		\$ <u>1,053,675.00</u>

SPECIAL PROVISIONS

MAINTENANCE GRAVEL

1. Gravel for this quotation shall be produced at the Gravel Pit in section 28 of Kedron Township. The quantities of work as shown in the contract documents are approximate only and are subject to increase or decrease. All quantities of work, whether increased or decreased, are to be performed at the unit prices stipulated in the contract. No adjustment in price will be made on any item of work due to a variance from the contract quantities.

The contractor shall furnish all necessary machinery, equipment, tools, materials and supplies, labor and shall be capable of providing the means of construction necessary to complete the work. The county shall furnish all granular material where specified in the contract. A scale house, when or where needed, shall be provided along with the scale prior to commencing of weighing. The scale shall be of sufficient size and length to accommodate all tandem axle and smaller trucks. Any other method of weighing shall have prior approval of the County Engineer. Weighing equipment shall meet the requirements of Section 2001.07.

The contractor will do all "Extra Work" which may be required to complete the contract contemplated at the contract unit prices, or lump sums to be agreed upon in writing before starting such work, or if such prices or sums can not be agreed upon, to perform such work on a force account basis, as provided in the IDOT Standard Specifications.

The contractor shall perform the work within 100 working days with an LATE STARTING DATE will be of **August 1, 2019**. Once work is started, it shall continue without interruption until completion, unless otherwise agreed to by the county engineer.

The contractor will pay liquidated damages of \$400.00 per working day elapsing after the expiration of the contract period accruing until the completion of the work.

The contractor shall provide a minimum of 10 trucks hauling to the county at all times. If the number of trucks hauling to a county stockpile drops below 10, the county, at its option, may stop stockpiling operations for the day and charge a full working day.

2. The county shall furnish all equipment for stockpiling, and perform the stockpile work at the sites designated. In addition, the contractor shall furnish all granular material for stockpile items 1 through 10 inclusive. The County Engineer will approve the spot for stockpiling at the proposed sites. Stockpiling at locations away from production sites shall be done with a crawler type tractor.
3. The condition of the roads in the spring will be the controlling factor for starting work on any item. The County Engineer will be the final authority in determining if the haul roads are stable enough for hauling.

Special Provisions Continued

4. The contractor shall hold harmless and indemnify Woodbury County, Iowa and its officers and employees from any and all claims, demands, actions, fines, and judgments for damages arising out of or in connection with any activity of the contractor or any of the contractor's agents or employees under this contract or upon the premises to which this contract applies.
5. The contractor shall abide by and enforce the rules and regulations of the Federal Occupational Safety and Health Act (OSHA), as amended; and the Federal Mine Safety and Health Act (MSHA) of 1977, as amended; and shall comply with all other Federal, State, and County laws and regulations and shall hold the county and the public harmless of any penalties and fines that may be assessed against Woodbury County and/or the public resulting from the contractors operations and/or any other of his activities relative thereto. The haul road within the pit and the access road to the pit shall be considered an integral part of the pit and shall be built and maintained by the contractor to meet the above referenced laws and regulations. Any penalties and/or fines assessed to Woodbury County relative to the contractor's operations shall be reimbursed in full to the County by the Contractor prior to final settlement of the contract. An access road is defined as an ingress or egress roadway between the pit and an official county road normally used by the traveling public.
6. The contractor shall bear the full costs of any litigation or other proceedings brought against Woodbury County, Iowa or any of its officers or employees which involves an alleged injury to any employee(s) or agent of the Contractor or to any other person who has been authorized by the contractor to be upon the premises covered by this contract prior to completion of the project, except employees of Woodbury County.

I have read and understand the gravel contract special provisions:


Name

7/12/19
Date

Hallett Materials
Representing

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

#13b

Date: 08/01/2019 Weekly Agenda Date: 08/06/2019

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

WORDING FOR AGENDA ITEM:

Consider approval of contract and bond for Pavement Marking 2019 project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county received bids for the above captioned pavement marking project on July 02, 2019. The bids were awarded to the low bidder and signed contracts have been returned.

BACKGROUND:

The county annually repaints 1/3 to 1/2 of its painted pavement markings including centerline and edgeline striping, stop bars, and other symbols applied to pavements.

FINANCIAL IMPACT:

The project is paid for with Woodbury County local secondary road funds.

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

Yes No

RECOMMENDATION:

Recommend that the board approve the contract and bond for the 2019 pavement marking project with Iowa Plains Signing of Slater, Iowa for \$111,480.00.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board approve the contract and bond for the 2019 pavement marking project with Iowa Plains Signing of Slater, Iowa for \$111,480.00.



**WOODBURY COUNTY, IOWA
CONTRACT**

Kind of Work Pavement Marking
 Project No. Pavement Marking 2019 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Keith Radig, Jeremy Taylor, Matthew Ung, Marty Pottebaum, and Rocky De Witt Contracting Authority and Iowa Plains Signing of Slater, Iowa Contractor.

WITNESSETH: That the Contractor, for and in consideration of _____
One Hundred Eleven Thousand Four Hundred Eighty and 00/100 (\$111,480.00) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
Project: Pavement Marking 2019				
Group 1				
1.	Centerline Yellow	1,900	Gal 22.00	41,800.00
2.	Edge line Solid White	3,000	Gal 20.00	60,000.00
3.	Stop Bars	66	Each 65.00	4,680.00
4.	Special marking Old Lake Port and K45	1	LS 2,500.00	2,500.00
5.	Special Marking Project 255 th	1	LS 2,500.00	3,950.00
TOTAL BID				111,480.00

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of June 04, 2019

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. Pavement Marking 2019 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
		August 19, 2019	22

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the

30 day of July, 2019

Approved: _____
 By _____
 Contractor: Iowa Plains Signing

By _____
 Contracting Authority: Woodbury County Board Chairperson

Date 7-30-19

Date _____

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

#14

Date: 7/31/19

Weekly Agenda Date: 8/6/19

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

WORDING FOR AGENDA ITEM:

2019 Siouxland Chamber of Commerce Annual Meeting

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item presents the Board of Supervisors with an opportunity to discuss and possibly take action on whether or not the county will obtain a sponsorship or ticketed seating for the 2019 Siouxland Chamber of Commerce Annual Meeting.

BACKGROUND:

Woodbury County elected officials/employees have previously participated in various Chamber events including the Annual Dinner/ Meeting as demonstrated below.

- 2014 - Tier III (Bronze) Sponsorship, (1) table for (10) = \$1,900 (Rural Economic Development budget)
- 2015 - No Sponsorship, (1) Chamber Member table for (10) = \$800 (Rural Economic Development budget)
- 2016 - No Sponsorship, (2) Chamber Member tables for (10) = \$1,600 (Rural Economic Development budget)
- 2017 - No sponsorship, (1) Chamber Member table for (10) = \$900 (Rural Economic Development budget)
- 2018 - No Sponsorship, (1) Chamber Member table for (10) = \$900 (Community & Economic Development budget)

This year's event is a ticketed event. There is a single Level 1 Tier III sponsorship available for \$1,900. It provides premium seating for 10 and access to the reception with Mr. Giuliani. Otherwise, ticketed seating is as follows:

- Level 2 = \$55/ticket
- Level 3 = \$45/ticket
- Level 4 = \$25/ticket

Tickets for Levels 2, 3, 4 can be purchased online at www.orpheumlive.com, by phone/855.333.8771, or by visiting the Primebank Box Office at the Tyson Events Center.

FINANCIAL IMPACT:

Up to \$1,900

The Community & Economic Development Department budgeted \$900 for this event in the current fiscal year (FY19/20).

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

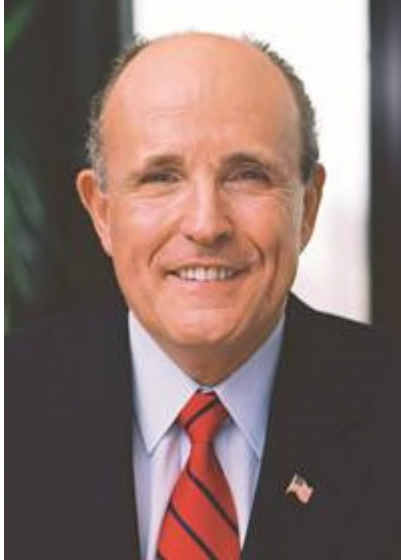
RECOMMENDATION:

Reach consensus through discussion and take possible action.

ACTION REQUIRED / PROPOSED MOTION:

To be determined.

SIouxLAND CHAMBER OF COMMERCE ANNUAL MEETING



Tuesday, September 17, 2019
The Orpheum Theatre
528 Pierce Street – Sioux City, Iowa

6:00 p.m. – Doors Open/Social
6:45 p.m. – Chamber Program
7:30 p.m. – Keynote Address

KEYNOTE SPEAKER **RUDY GIULIANI**

Principled Leadership In the Face of Change and Crisis

The former chief executive of the largest city in the U.S., who much of the world turned to in a time of crisis will share his unparalleled insights on leadership, courage, and the most pressing issues of our time.

THIS YEAR'S EVENT IS A TICKETED EVENT.

Tickets for Levels 2, 3 & 4 can be purchased online at www.orpheumlive.com, by phone/855.333.8771, or by visiting the Primebank Box Office at the Tyson Events Center.

Level 1 Sponsorships are available for premium seating on a first come, first served basis. If you are interested in sponsoring, please call the Chamber office at 712.255.7903

Level 2 — \$55/ticket

Level 3 — \$45/ticket

Level 4 — \$25/ticket

Long recognized as “America’s Mayor,” Rudy Giuliani provides a resolute voice in addressing many of the most complex political issues of our time. His deeply personal experience leading New York City in the wake of 9/11, coupled with the expertise he developed responding to the most devastating international terrorist attack in American history, have made him one of the most sought-after speakers and advisors in the world. Furthermore, his intellectually-energizing insights on present-day domestic issues have earned him a reputation as one of the most consistently candid interviews on television.

For his heroic leadership and remarkable grace under pressure, Giuliani was named TIME magazine’s Person of the Year, bestowed an honorary knighthood by the Queen of England, and presented the Ronald Reagan Presidential Freedom Award.



Woodbury County Sheriff's Office

DAVID A. DREW, SHERIFF

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

LEC 24 HOUR DAILY COUNT

DATE	DAILY TOTAL	LEC	ELECTRONIC MONITORING	JUVENILE	FEDERAL PRISONERS	RELEASED
7/1/19	229	212	15	2	4	11
7/2/19	225	213	10	2	6	20
7/3/19	211	200	9	2	6	27
7/4/19	212	202	8	2	8	17
7/5/19	211	201	8	2	8	11
7/6/19	202	192	8	2	5	20
7/7/19	211	201	8	2	5	12
7/8/19	207	197	8	2	5	21
7/9/19	218	208	8	2	5	14
7/10/19	223	213	8	2	5	15
7/11/19	215	204	9	2	5	26
7/12/19	217	205	10	2	5	14
7/13/19	234	221	11	2	5	12
7/14/19	230	217	11	2	5	20
7/15/19	227	214	11	2	5	13
7/16/19	227	214	11	2	5	22
7/17/19	229	216	11	2	6	19
7/18/19	227	214	11	2	4	25
7/19/19	228	214	12	2	6	18
7/20/19	226	212	12	2	5	26
7/21/19	225	211	12	2	6	10
7/22/19	218	204	12	2	6	17
7/23/19	220	205	13	2	7	18
7/24/19	210	194	14	2	7	17
7/25/19	201	185	14	2	5	25
7/26/19	206	190	14	2	5	10
7/27/19	216	200	14	2	7	15
7/28/19	223	207	14	2	7	16
7/29/19	210	194	14	2	7	22
7/30/19	208	192	14	2	5	19
7/31/19	216	198	16	2	9	13
	6762	6350	350	62	179	545

TOTAL	MALE	FEMALE
223	182	41
233	185	48
227	179	48
219	176	43
212	174	38
212	176	36
213	175	38
218	176	42
222	177	45
228	180	48
230	180	50
219	174	45
233	178	55
237	179	58
227	176	51
236	187	49
235	184	51
239	187	52
232	180	52
238	182	56
221	172	49
221	171	50
223	171	52
211	162	49
210	161	49
200	155	45
215	167	48
223	177	46
216	172	44
211	164	47
211	166	45
6895	5425	1470

*Highest population count each day

LEC TOTAL AVG:	222
TOTAL INMATE AVG:	236



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039
Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

COUNTY ENGINEER

Mark J. Nahra, P.E.

mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER

Benjamin T. Kusler, E.I.T.

bkusler@woodburycountyiowa.gov

SECRETARY

Tish Brice

tbrice@woodburycountyiowa.gov

To: Board Members

From: Mark Nahra, County Engineer

Date: July 30, 2019

RE: Weekly Work Report

Construction Project Report

To be let:

FM-CO97(136)—55-97, D38 HMA resurfacing project between Bronson and the Merville Blacktop. Letting date: July 16, 2019. Late start date: June 1, 2020. The project involves cold in place recycling of existing pavement followed by an overlay of the pavement with new hot mix asphalt pavement. The bids came in over 20% above my engineer's estimate. I am recommending the Board reject all bids and recommend that we re-let the project in January, when we might have more competitive bids.

L-FM(D50)—7X-97, D50 Grading for Paving Project on 250th Street from Hwy 31 to County Route L27. Letting date: August 27, 2019. Late start date: to be determined. The project involves grading 250th Street for approximately 2.25 miles in preparation for paving. The project is funded by the \$1.3 million special projects levy.

Under Contract:

L-B(C160)—73-97, County Bridge C160 is on Haskell Avenue between 140th Street and Iowa Hwy 141. Letting date: May 7, 2019. Late start date: September 3, 2019. Contractor: Graves Construction of Spencer, IA. Contract price: \$620,679.27.

This bridge was programmed for replacement in FY 2019. The existing bridge was destroyed in flooding during a June 2016 storm event. Contracts for the project have been approved by the Board of Supervisors. Bridge construction is scheduled for the 2019 construction season. The contractor has estimated a late August start date for the project.

FM-CO97(137)—55-97, K49 HMA resurfacing project between Plymouth County line and county route D12. Letting date: February 19, 2019. Late start date: to be determined. Contractor: Knife River. Woodbury County share of contract price: \$286,297.37.

This project is being done in coordination with a Plymouth County project on county route K49 in both counties. The project involves cold in place recycling of the existing pavement followed by an overlay of high performance asphalt surfacing. The high-performance surface provides a thinner overlay on top of the recycled pavement than standard hot mix asphalt. This is Woodbury

County's first project using this material. Project work has started on the Plymouth County portion of the project. Work in Woodbury County will be done under traffic control with a pilot car and flaggers maintaining traffic through the work zone.

Cold in place recycling is scheduled to start the end of this week, around August 1. Surface HMA will be placed the first week of September.

L-B(U51)—73-97, 320th Street Bridge replacement. Letting date: October 30, 2018. Late start date: April 15, 2019. Contractor: Graves Construction, Spencer, IA. Contract price: \$475,343.66. Working days: 65. This bridge has been closed since 2014 due to failed substructure piling.

The bridge substructure is complete and falsework for the bridge deck pour is in place. The bridge deck is scheduled to be poured Friday, August 2. We expect the bridge to be done late September 2019.

BROS-CO97(133)—55-97, Hancock Avenue Bridge replacement. Letting date: October 16, 2018 (IDOT Letting) Late start date: June 17, 2019. Working days: 85. Contractor: Dixon Construction. Bid Price: \$567,393.30. This project replaces an aging truss bridge on Hancock Avenue near the 200th Street intersection. The project is funded with federal aid and farm to market funds. The current bridge is posted 3 tons.

Dixon Construction has poured the deck and bridge rail. All bridge construction work on site is done and Dixon has moved out. Bridge approach grading and removal of the temporary work crossing in the stream remains. Guardrail will be installed when earthwork is done. An August 30 completion date is expected.

BROS-CO97(132)—55-97, 150th Street Bridge replacement near Lawton. Letting date: June 19, 2018 (IDOT Letting). Late start date: May 1, 2019. Working days: 105. Contractor: Dixon Construction, Correctionville, IA. Contract price: \$1,019,550.42. This project replaced an aging bridge on 150th Street (Old Highway 20) north of Lawton.

The bridge is open to traffic. It opened on July 5th. All construction is finished, but permanent seeding work remains before the contract can be closed out.

L-B(J9)—73-97, County Bridge J9 is on 170th Street between Jasper and Jewell Avenues. Letting date: August 21, 2018. Late start date: April 15, 2019. Contractor: Dixon Construction, Correctionville, IA. Contract price: \$544,821.40. This bridge was one of the flood damaged structures from the June 18, 2016 storm event. The bridge has been closed to traffic since it was damaged in the flood.

Bridge construction is complete. Approach roadway grading and guardrail berms need to be completed. Guardrail installation and roadside seeding, fertilizing, and mulching also remain. Dixon Construction says the earthwork contractor will be in next week to finish bridge approach grading. We hope the bridge will be open by the end of August.

L-C(D156)—73-97, County Bridge D156 is on Franklin Avenue between 140th Street and 150th Street. Letting date: February 26, 2019. Late start date: July 8 2019. Contractor: Midwest Contracting, Marshall, MN. Contract price: \$146,739.00. This bridge was programmed for replacement in FY 2019. The existing bridge was deteriorating and nearing the end of its service life.

The precast sections are finished and ready for delivery and installation. The contractor plans to move in to start work on August 19. The project should be complete by the end of September.

Work Under Design:

Design work is underway on the following projects for letting in 2019.

1) The Mason Avenue bridge was severely damaged by flooding on the Little Sioux River in July 2018. The bridge has been closed to traffic due to damage caused by the bridge being struck by a large tree. The county engineer's office was notified that FEMA has determined that the damage is eligible for repair/replacement assistance. The county road department has filed required documentation requesting assistance from FEMA with eligible costs and has started work on design of a new bridge at this location. Preliminary design work is underway for a 209' x 24' continuous concrete slab bridge that meets the hydraulic requirements of this crossing. There will still be road grade overflow on both sides of the bridge for extreme flooding, similar to the way the current truss has worked. We will be submitting the design to FEMA shortly to obtain approval for an improved project. We expect that work to be completed in 2020.

2) The county engineer is preparing plans to improve Benton Avenue south of 120th Street. The engineer is planning to construct a proper ditch on the west side of the road. He is working with MidAmerican Energy to move the power pole in the west ditch that is in the way of finishing the work on the road.

Benton Avenue is a dead-end gravel road with several residences on either side of the road. For the second time in 10 years, the road suffered from severe instability during spring thaw. Options for improving the road to assure access are being explored by the Board and county engineer.