



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(FEBRUARY 2, 2021) (WEEK 5 OF 2021)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

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

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held February 2, 2021 at 3:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

3:15 p.m. Swearing in Mark Monson to the Board of Supervisors

3:30 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 9 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 3. Approval of the minutes of the January 26, 2021 meeting
4. Approval of claims
5. Board Administration – Heather Satterwhite
Approval of Notice of Property Sale Resolution for Parcel #894729406010 (aka 421 W. 1st Street) for Tuesday, February 16th at 4:35 p.m.

6. County Treasurer – Michael Clayton
 - a. Approval of resolution for abatement of taxes for Lake Forest MHC LLC
 - b. Approval of resolution for abatement of taxes for K.F.
7. Human Resources – Melissa Thomas

Approval of Memorandum of Personnel Transactions
8. County Auditor – Patrick Gill

Receive County Recorder’s Report of Fees Collected
9. Secondary Roads – Mark Nahra

Approve the underground utility permit for the City of Sioux City

End Consent Agenda

- | | |
|---|---|
| <ol style="list-style-type: none"> 10. Deputy Commissioner of Election – Steve Hofmeyer <ol style="list-style-type: none"> a. Canvass of Little Sioux Intercounty Drainage District Trustee Election b. Canvass of Sandhill-Lakeport Drainage District Trustee Election c. Canvass of McCandless Intercounty Drainage District Trustee Election 11. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> a. Approve the contract with HGM Associates for the design of the new Correctionville Road bridge b. Award the bid for projects BRS-CHBP-C097 (139)—GB-97, BROSCHBP-CO97 (141)—GA-97, and Lyon County Bridge BROSCHBP-C060 (124)-NC-60 to the low bidder 12. Reports on Committee Meetings 13. Citizen Concerns 14. Board Concerns 15. Budget Review Discussion for FY 2022 <ol style="list-style-type: none"> a. Board of Supervisors <ol style="list-style-type: none"> 1. Communication Center – G.B. 2. Starcom Program – G.S. 3. WCICC – G.B. 4. Woodbury County Landfill – R.B. b. 2022 CIP Program - c. Wage Plan Employees. | <p>Action</p> <p>Action</p> <p>Action</p>
<p>Action</p> <p>Action</p>
<p>Information</p> <p>Information</p> <p>Information</p>
<p>Page</p> <p>5-6</p> <p>36-37</p> <p>18-30</p> <p>72</p> |
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ADJOURNMENT

CALENDAR OF EVENTS

- MON., FEB. 1 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., FEB. 3 7:30 a.m.** SIMPCO Executive-Finance Committee, Zoom
- 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 Committee Meeting
- 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., FEB. 4 10:00 a.m.** COAD Meeting, The Security Institute
- 12:00 p.m.** SIMPCO Regional Policy and Legislative Affairs Committee Meeting, Zoom
- WED., FEB. 10 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
- THU., FEB. 11 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., FEB. 17 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- 10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- THU., FEB. 18 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., FEB. 19 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- MON., FEB. 22 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., FEB. 23 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., FEB. 24 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., FEB. 25 11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., MAR. 1 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- TUE., MAR. 2 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., MAR. 3 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- THU., MAR. 4 10:00 a.m.** COAD Meeting, The Security Institute

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.

JANUARY 26, 2021, FOURTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, January 26, 2021 at 3:30 p.m. Board members present were Radig, Ung, Wright, and De Witt; Taylor was absent. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, HR Director, Joshua Widman, Board Attorney, Dennis Butler, Budget/Tax Analyst and Patrick Gill, Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by De Witt second by Radig to approve the agenda for January 26, 2021. Carried 4-0. Copy Filed.

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

3. To approve minutes of the January 19, 2021 meeting. Copy filed.
4. To approve the claims totaling \$599,396.19. Copy filed.
5. To approve the reclassification of Franzis Rios, P/T Youth Worker, Juvenile Detention Dept., effective 2-07-21, \$20.62/hour, 4%=\$.79/hour. Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 1 to Grade 1/Step 2. Copy filed.
6. To approve an application for a 8-month Class C liquor License (LC)(Commercial) with Outdoor Service and Sunday Sales for Foot Wedge Lounge, effective 04/01/21. Copy filed.

Carried 4-0.

- 7a. Motion by Radig second by Wright to receive for signatures the Farmers Drainage District – Sub-District #2 election official canvass. Carried 4-0.

For the office of **Farmers Drainage District Trustee for Sub-District #2** there were Sixty-four thousand, nine hundred, eighty-two (64,982) ballots cast as follows:

Todd Rand	received	Sixty-four thousand, nine hundred, eighty-two (64,982) votes
Scattered write-ins	received	Zero (0) votes

We therefore declare **Todd Rand** duly elected to the office of **Farmers Drainage District Trustee for Sub – District #2** for a term of **three years (2021, 2022, 2023)**.

Copy filed.

- 7b. Motion by Radig second by Wright to receive for signatures the Garretson Drainage District – Sub-District # 2 election official canvass. Carried 4-0.

For the office of **Garretson Drainage District Trustee for Sub-District #2** there were Thirty – two thousand, five hundred, fourteen (32,514) ballots cast as follows:

Jon Winkel	received	Thirty – two thousand, five hundred, fourteen (32,514) votes
Scattered write-ins	received	Zero (0) votes

We therefore declare **Jon Winkel** duly elected to the office of **Garretson Drainage District Trustee for Sub – District #2** for a term of **three years (2021, 2022, 2023)**.

Copy filed.

8. Motion by De Witt second by Radig to approve the request for \$2,000 from local option sales tax funds for financial sponsorship to support the Northwest Iowa Regional Marketing Group. Carried 4-0. Copy filed.

9a. Bid letting was held for 2019 FEMA Bridge repairs. The bids are as follows:

LA Carlson Contracting, Inc., Hinton, IA	\$72,891.15
Peterson Contractors, Rienbeck, IA	\$95,541.15

Motion by Radig second by De Witt to receive the bids. Carried 4-0. Copy filed.

9b. Motion by Radig second by Wright to award the bid for 2019 FEMA Bridge repairs to LA Carlson Contracting, Inc. for \$72,891.15. Carried 4-0. Copy filed.

9c. Motion by Radig second by De Witt to approve the final pay voucher for project #FM-CO97(137)—60-97, HMA Resurfacing on County Roust K49 north of Lawton. Carried 4-0. Copy filed.

10. William Burrows, 4409 47th St., Sioux City, addressed the Board about action to make a temporary appointment to the Board of Supervisors.

Motion by Ung second by De Witt to appoint Mark Monson to fill the Woodbury County Supervisor District 3 temporary vacancy. Carried 3-1 on a roll call vote; Radig was opposed. Copy filed.

11. Motion by De Witt second by Radig to approve the transfer of Gaming Revenues in the amount of \$50,000 each FY 22 & 23 to reduce tax asking in the Debt Service Fund. Carried 4-0. Copy filed.

12. A public hearing was held at 4:35 p.m. for the sale of parcel #89472046003, 1419 Silver St. The Chairperson called on anyone wishing to be heard.

Motion by Ung second by Wright to close the public hearing. Carried 4-0.

Motion by De Witt second by Radig to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcel #89472046003, 1419 Silver St., to Ozziel Loera, 1518 Silver St., Sioux City, for \$3,300.00 plus recording fees. Carried 4-0.

**RESOLUTION OF THE BOARD
OF SUPERVISORS OF WOODBURY COUNTY, IOWA
RESOLUTION #13,124**

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

By Ozziel Loera in the sum of Three Thousand Three Hundred Dollars & 00/100 (\$3,300.00)-----
-----dollars.

For the following described real estate, To Wit:

**Parcel #89472046003
Lot Two (2) Block Thirty-nine (39) North Sioux City Addition, City of Sioux City, Woodbury County, Iowa
(1419 Silver 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 26th Day of January, 2021.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 13. The Board heard reports on committee meetings.
- 14. Kevin Grieme, Siouxland District Health, updated the Board on COVID-19 efforts.
- 15. Board concerns were heard.
- 16a. Motion by De Witt second by Ung to receive the Sheriff Uniform budget as submitted. Carried 4-0.
Motion by De Witt second by Ung to receive the Sheriff Highway Safety Grant budget as submitted. Carried 4-0.
Motion by Radig second by Ung to receive the Sheriff Investigations budget as submitted. Carried 4-0.
Motion by Radig second by Wright to receive the Sheriff Drug Task Force – Federal Reimbursement budget as submitted. Carried 4-0.
Motion by Radig second by Ung to receive the Sheriff Correctional Facility – LEC budget as submitted. Carried 4-0.
Motion by Radig second by Wright to receive the Sheriff Administration budget as submitted. Carried 4-0.
Motion by Radig second by Ung to receive the Sheriff Crime Prevention budget as submitted. Carried 4-0.
Motion by Radig second by Ung to receive the Sheriff Civil Division budget as submitted. Carried 4-0.
Motion by Radig second by Ung to receive the Sheriff Courthouse Security budget as submitted. Carried 4-0.
Motion by De Witt second by Ung to receive the Sheriff Courtroom Security budget as submitted. Carried 4-0.
Motion by De Witt second by Ung to receive the Sheriff Uniform Patrol budget as submitted. Carried 4-0.
- 16b. Motion by Radig second by Ung to receive the Board of Supervisors Hard Rock Gaming Fees Summary of Allocations budget reduced by \$7,500.00. Carried 4-0.
Motion by Radig second by Wright to receive the Board of Supervisors Infrastructure/Economic Development Summary of Allocations budget as submitted. Carried 4-0.
- 16c. Motion by Radig second by De Witt to receive the Debt Service Fund budget as submitted. Carried 4-0.
- 16d. Motion by Radig second by De Witt to receive the Veteran Affairs Administration budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the Veteran Affairs IDVA Grant budget as submitted. Carried 4-0.

Motion by Radig second by Wright to receive the Veteran Affairs Assistance budget as submitted. Carried 4-0.

- 16e. Motion by Radig second by De Witt to receive the County Attorney Administration budget as submitted. Carried 4-0.

Motion by Radig second by De Witt to receive the County Attorney Edward Bryne Grant budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Attorney Collections budget as submitted. Carried 4-0.

Motion by De Witt second by Radig to receive the County Attorney HIDTA Grant #2 budget as submitted. Carried 4-0.

Motion by Radig second by De Witt to receive the County Attorney Juvenile Division budget increased by \$4,500.00. Carried 4-0.

- 16f. Motion by Radig second by Ung to receive the Juvenile Detention Facility budget increased by \$1,500.00. Carried 4-0.

- 16g. Motion by Radig second by Ung to receive the Community/Economic Development budget as submitted. Carried 4-0.

- 16h. Motion by Radig second by Ung to receive the Emergency Management budget as submitted. Carried 4-0.

- 16i. Information was provided on the District Health budget.

The Board adjourned the regular meeting until February 2, 2021.

Meeting sign in sheet. Copy filed.

RESOLUTION

NOTICE OF PROPERTY SALE

Parcels #894729406010

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

The South one-half (S ½) of Lots Eight (8) and Nine (9), in Block Nineteen (19), Sioux City Addition, City of Sioux City, in the County of Woodbury County and State of Iowa (421 W. 1st Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **16th Day of February, 2021 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **16th Day of February, 2021**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$621.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 2nd Day of February, 2021.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Rocky L. De Witt, Chairman

REQUEST FOR MINIMUM BID

Name: Brittini Alvarez Date: 4-7-20

Address: 219 Centennial Dr. No. Sioux City, SD 57049 Phone: 712-541-2429

Address or approximate address/location of property interested in: 421 W 1st St

GIS PIN # 894729406010

**This portion to be completed by Board Administration **

Legal Description: Sioux City Addn. 5 1/2 Lots 8 + 9 Block 19

Tax Sale #/Date: 999/2019 Parcel # _____

Tax Deeded to Woodbury County on: 12/22/20

Current Assessed Value: Land \$3,600 Building 0 Total \$3,600

Approximate Delinquent Real Estate Taxes: \$22,250.00

Approximate Delinquent Special Assessment Taxes: —

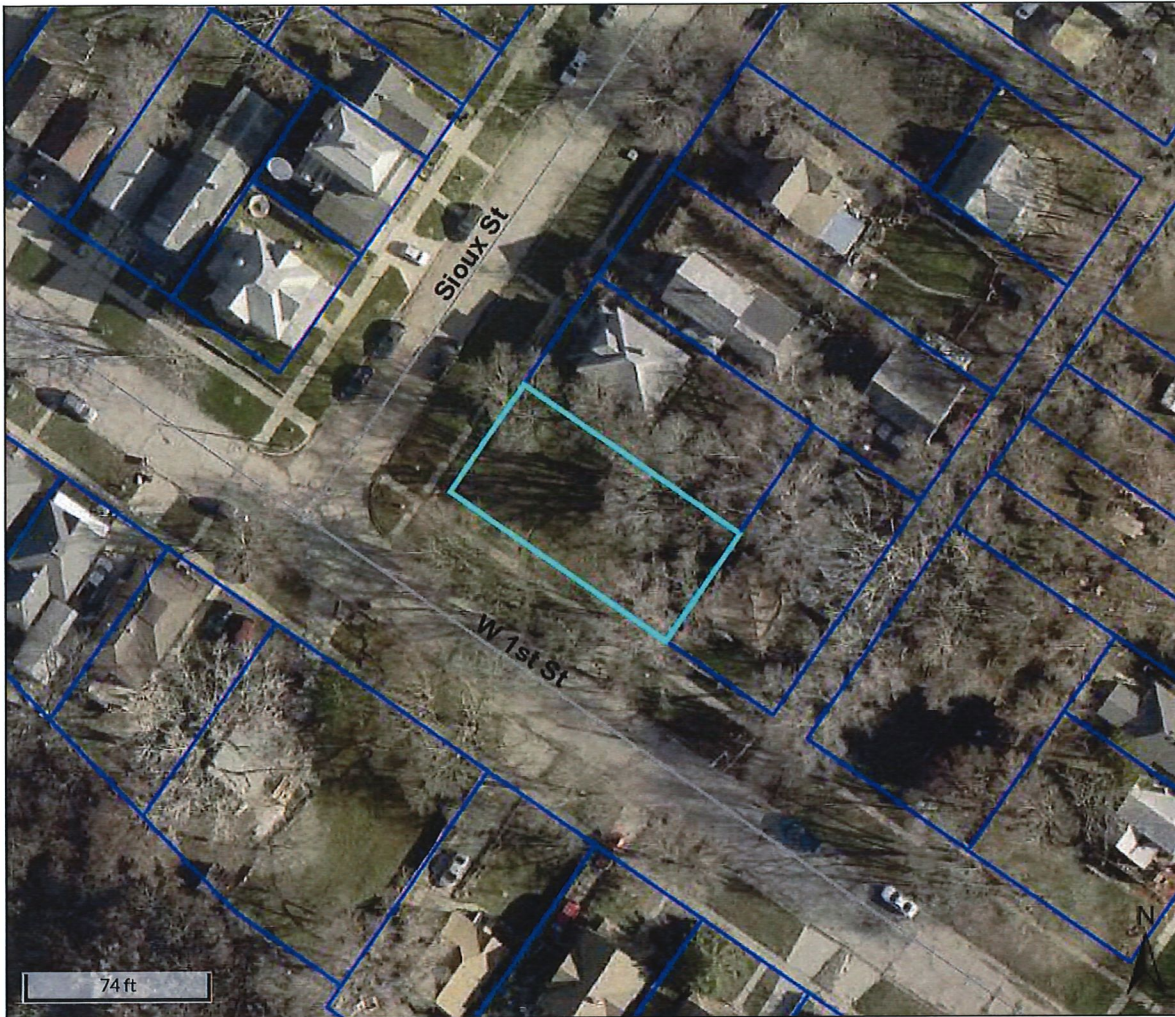
*Cost of Services: \$261

Inspection to: Matthew Ung Date: 4-7-20

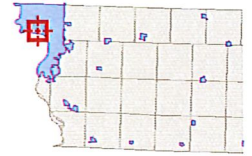
Minimum Bid Set by Supervisor: \$360 plus of \$261 for a total of \$621

Date and Time Set for Auction: Tuesday, February 16th @ 4:35 p.m.

* Includes: Abstractors costs; Sheriffs costs; publishing costs; and mailing costs.



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894729406010	Alternate ID	5040	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	421 W 1ST ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY ADDN S 1/2 LOTS 8 & 9 BLK 19				
	(Note: Not to be used on legal documents)				

Date created: 1/28/2021
 Last Data Uploaded: 1/27/2021 7:25:42 PM

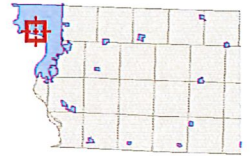
Developed by  **Schneider**
 GEOSPATIAL



Beacon™ Woodbury County, IA / Sioux City



Overview



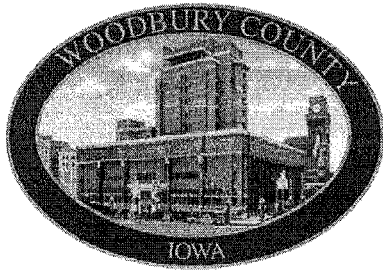
Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	894729406010	Alternate ID	5040	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	421 W 1ST ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY ADDN S 1/2 LOTS 8 & 9 BLK 19				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/28/2021
 Last Data Uploaded: 1/27/2021 7:25:42 PM

Developed by Schneider
 GEOSPATIAL



Michael R. Clayton
Treasurer of Woodbury County
Property Tax
822 Douglas Street Suite 102
Sioux City, IA 51101
712-279-6495

January 22, 2021

Dear Board of Supervisors,

The following mobile homes have taxes due and are deemed impractical or uncollectable. Please abate the following taxes.

Lake Forest MHC LLC	1992 Marshfield	Vin-064052	\$97.00	junking certificate issued
Karla Fergen	1999 Clifton	Vin-059996214144	\$2118.00	tax sale & delq taxes

Thank you,

Janet L. Trimpe
Woodbury County Tax Deputy

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Lake Forest MHC LLC is the titleholder of a mobile home VIN #064052 located in Woodbury County, Iowa and legally described as follows:

VIN #064052 1992 Marshfield

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Lake Forest MHC LLC.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 2nd day of February, 2021.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Rocky De Witt, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS Karla Fergen is the titleholder of mobile home VIN #059996214144 located in Woodbury County, Iowa and legally described as follows:

VIN #059996214144 1999 Clifton

WHEREAS, the above-stated property has taxes payable including special assessments and the property is owned by Karla Fergen.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 2nd day of February, 2021.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Rocky De Witt, Chairman

From: Melissa Thomas
Sent: Friday, January 29, 2021 8:51 AM
To: Lisa Anderson
Subject: FW: Clerk III position

From: Michelle Skaff
Sent: Friday, January 29, 2021 8:51 AM
To: Melissa Thomas <melissathomas@woodburycountyiowa.gov>
Cc: Pat Gill <pgill@woodburycountyiowa.gov>
Subject: Clerk III position

Good morning,

I have offered the Finance Clerk III position to Lisa Ruden and she is happy to accept. I would like to retro pay her back to 12-28-20 as I have been giving her some extra duties during the past few weeks.

Due to this promotion, we will have the Finance Clerk II position available. I am requesting authorization to hire to fill the vacant position.

Thank you,

Michelle Skaff, Ph.D.
Deputy Auditor
Woodbury County
620 Douglas Rm. 103
Sioux City, IA 51101
Office: 712-279-6702
Cell: 712-898-3084
miskaff@woodburycountyiowa.gov

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

State of IOWA) SS:
County of WOODBURY)

To the Board of Supervisors of WOODBURY County:

I, DIANE SWOBODA PETERSON, Real Estate/Recorder Deputy of the above-named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the period of 9/01/2020 through 12/31/2020 and the same has been paid to the County Treasurer.

	Fees Collected
R.E. Transfer Tax State-Monthly	60,959.61
County Share R.E. Transfer Tax—Quarterly	33,511.22
Recording of Instruments—Quarterly	110,695.00
Auditor's Transfer Fee—Quarterly	6,800.00
Records Management Fees—Quarterly	4,762.00
Elec Tran Fee State Untransferred (Quarterly)	4,762.00
Copy Money-Quarterly	93.00
Vitals Stats State-Monthly	11,414.00
Vitals Stats County-Quarterly	11,044.00
Accts. Receivable Payment-Quarterly	2,427.00
Transfer to Checking Account	0
Previous Qtr. Acct. Receivable Balance	(2,400.00)
Bad Check Adjustment—Quarterly	(7.00)
Recorder Over/Short--Quarterly	48.80
Vitals Over/Short--Quarterly	0
Refunds--Quarterly	96.00
Adjustment—Quarterly	0
Total	244,205.63

All of which is respectfully submitted.


 DIANE SWOBODA PETERSON Real Estate/Recorder Deputy

Subscribed and sworn to before me by DIANE SWOBODA PETERSON, Woodbury County Real Estate/Recorder Deputy this 25 day of January, 2021.


 PATRICK F. GILL County Auditor

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

Date: _____ Weekly Agenda Date: _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _____

WORDING FOR AGENDA ITEM:

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

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:

ACTION REQUIRED / PROPOSED MOTION:

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

REQUEST BY APPLICANT:

Name Gordon Phair

Highway K 25

Address 405 6th Street, Sioux City, IA 51102

Township Liberty

City of Sioux City

Office Phone 712-279-6324 Local Phone 712-279-6324

Section: SE 1/4 of SE 1/4 Sec 6

Type of Utility Installation Water Main

T 87 N, R 47 W

Plans Prepared By McClure Engineering

Copy Enclosed X Yes No

Map Showing Location Enclosed X Yes No

Utility Location is X cross right-of-way parallel to right-of-way
 overhead X underground

Proposed Method of Installation

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

Estimated Starting Date May 1, 2021 Estimated Restoration Date May 30, 2022

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Merville, IA 51039. One executed copy will be returned to the Applicant.

By [Signature]
(Signature of Authorized Utility Representative)

Title City Engineer
Date 1/28/2021

PERMIT APPROVAL BY PERMITTING AUTHORITY

The foregoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By _____
(Signature of Woodbury County Board Chairman)

Title _____
Date _____

By _____
(Signature of Woodbury County Engineer)

Title _____
Date _____

Other Special Provisions:

Permit Provisions and Conditions of Issuance

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

LITTLE SIOUX INTERCOUNTY
DRAINAGE DISTRICT TRUSTEE ELECTION
JANUARY 16, 2021

In testimony whereof, we have hereunto set our hands and caused this to be
attested to and sealed by the County Auditor of Monona County this 19th day of January,
2021.

Board of Supervisors,
Woodbury County, Iowa and
Ex-Officio Board of County
Canvassers

Tom Brucellotti

Bo Foy

Umf Pillip

Board of Supervisors,
Monona County, Iowa and
Ex-Officio Board of County
Canvassers

Board of Supervisors,
Harrison County, Iowa and
Ex-Officio Board of County
Canvassers

ATTEST: *Lisa K. Jones*
Clerk, Board of Supervisors

ABSTRACT OF ELECTION

(Section 50.24, Code of Iowa, 1973, as amended)

IT IS HEREBY CERTIFIED THAT, on the 19th day of January, 2021,

The undersigned Tom Brouillette, Bo Fox and Vince Phillips,

Monona County Board of Supervisors

(NAMES AND TITLE OF OFFICE OF THE CANVASSERS)

met as a Board of Canvassers, as provided by law, in the Board Room of the Monona County Courthouse in Onawa, Monona County, Iowa, and canvassed the election returns from the Little Sioux Inter-County Drainage District, for votes cast at the election held therein on the 16th day of January, 2021, for each office on the ballot submitted by said Drainage District, the result of said canvass being as follows:

FOR THE OFFICE OF TRUSTEE, DIV. III, LITTLE SIOUX INTERCOUNTY DD (One (1) to be elected)
(Number)
There were Ten (10) ballots cast, of which

WAYNE MACCLURE had Ten (10) votes
had _____ votes
and WAYNE MACCLURE was elected.

FOR THE OFFICE OF _____ (Number) to be elected)
There were _____ ballots cast, of which

_____ had _____ votes
_____ had _____ votes
and _____ was/were elected.

FOR THE OFFICE OF _____ (Number) to be elected)
There were _____ ballots cast, of which

_____ had _____ votes
_____ had _____ votes
and _____ was/were elected.

FOR THE OFFICE OF _____ (Number) to be elected)
There were _____ ballots cast, of which

_____ had _____ votes
_____ had _____ votes
and _____ was/were elected.

FOR THE OFFICE OF _____ to be elected

There were _____ (Number) ballots cast, of which

_____ had _____ votes

_____ had _____ votes

and _____ was/were elected.

FOR THE OFFICE OF _____ to be elected

There were _____ (Number) ballots cast, of which

_____ had _____ votes

_____ had _____ votes

and _____ was/were elected.

FOR THE SPECIAL PROPOSITION: _____

There were _____ ballots cast, of which

_____ votes were for the proposition, and

_____ votes were against the proposition.

FOR THE SPECIAL PROPOSITION: _____

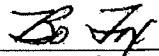
There were _____ ballots cast, of which

_____ votes were for the proposition, and

_____ votes were against the proposition.

WITNESS our signatures, this 19th day of January, 2021.


Tom Brouillette, Monona County Supervisor


Bo Fox, Monona County Supervisor


Vince Phillips, Monona County Supervisor
(Canvassers)

ABSTRACT OF VOTES

For _____ Offices
and _____ Questions

of _____
Little Sioux Drainage District
COUNTY/SCHOOL/CITY

cast in the several voting precincts there-of at

the Drainage District Election held therein

January 16, 2021.

FILED

Filed in my office on the 19th day

JAN 19 2021

PEGGY A. ROLPH
MONONA CO. AUDITOR

County Commissioners of Elections

Section 50.24. CANVASS BY BOARD OF SUPERVISORS. The county board of supervisors shall meet at nine o'clock on the morning of the first Monday after the day of each election to which this chapter is applicable, unless the law authorizing the election specifies another date for the canvass, and shall open and canvass the tally lists. The board shall prepare abstracts stating, in words written at length, the number of votes cast in the county, or in that portion of the county in which the election was held, for each office or on each question on the ballot for the election. The abstract shall further indicate the name of each person who received votes for each office on the ballot, and the number of votes each person named received for that office, and the number of votes for and against each question submitted to the voters at the election.

The County Board of Supervisors shall canvass the vote for County Board of Education and Area Vocational Schools or Area Community Colleges on the last Monday in September. (See Sections 273.7 and 280A.16.)

**SANDHILL-LAKEPORT
DRAINAGE DISTRICT TRUSTEE ELECTION
JANUARY 16, 2021**

In testimony whereof, we have hereunto set our hands and caused this to be attested to and sealed by the County Auditor of Monona County this 19th day of January, 2021.

Board of Supervisors,
Woodbury County, Iowa and
Ex-Officio Board of County
Canvassers

Tom Beoulette

B. Fox

W. P. Puelgi

Board of Supervisors,
Monona County, Iowa and
Ex-Officio Board of County
Canvassers

ATTEST: *Lisa K. Jones*

Clerk, Board of Supervisors

ABSTRACT OF ELECTION

(Section 50.24, Code of Iowa, 1973, as amended)

IT IS HEREBY CERTIFIED THAT, on the 19th day of January, 2021,

The undersigned Tom Brouillette, Bo Fox and Vince Phillips

Monona County Board of Supervisors

(NAMES AND TITLE OF OFFICE OF THE CANVASSERS)

met as a Board of Canvassers, as provided by law, in the Board Room of the Monona County Courthouse in Onawa, Monona County, Iowa, and canvassed the election returns from the Sandhill-Lakeport Drainage District, for votes cast at the election held therein on the

16th day of January, 2021, for each office on the ballot submitted by said Drainage

District, the result of said canvass being as follows:

FOR THE OFFICE OF TRUSTEE, DIV. III, SANDHILL-LAKEPORT D.D. One (1) to be elected
(Number)

There were Six (6) ballots cast, of which

MYRON NELSON had Six (6) votes

_____ had _____ votes

and MYRON NELSON was elected.

FOR THE OFFICE OF _____ to be elected)

(Number)
There were _____ ballots cast, of which

_____ had _____ votes

_____ had _____ votes

and _____ was/were elected.

FOR THE OFFICE OF _____ to be elected)

(Number)
There were _____ ballots cast, of which

_____ had _____ votes

_____ had _____ votes

and _____ was/were elected.

FOR THE OFFICE OF _____ to be elected)

(Number)
There were _____ ballots cast, of which

_____ had _____ votes

_____ had _____ votes

and _____ was/were elected.

FOR THE OFFICE OF _____ to be elected)
 (Number)
 There were _____ ballots cast, of which
 _____ had _____ votes
 _____ had _____ votes
 and _____ was/were elected.

FOR THE OFFICE OF _____ to be elected)
 (Number)
 There were _____ ballots cast, of which
 _____ had _____ votes
 _____ had _____ votes
 and _____ was/were elected.

FOR THE SPECIAL PROPOSITION:
 There were _____ ballots cast, of which
 _____ votes were for the proposition, and
 _____ votes were against the proposition.

FOR THE SPECIAL PROPOSITION:
 There were _____ ballots cast, of which
 _____ votes were for the proposition, and
 _____ votes were against the proposition.

WITNESS our signatures, this 19th day of January, 2021.
 Tom Brouillette
 Tom Brouillette, Monona County Supervisor

Bo Fox
 Bo Fox, Monona County Supervisor

Vince Phillips
 Vince Phillips, Monona County Supervisor
 (Canvassers)

ABSTRACT OF VOTES

For _____ Offices
 and _____ Questions
 of Sandhill-Lakeport Drainage District
 COUNTY/SCHOOL/CITY

cast in the several voting precincts there-of at
 the Drainage District Election held therein
 January 16, 2021.

Filed in my office on the 19th day of
FILED
 JAN 19 2021
 PEGGY A. ROLPH
 MONONA CO. AUDITOR
 County Commissioners or Clerks

Section 60.94. CANVASS BY BOARD OF SUPERVISORS. The county board of supervisors shall meet at nine o'clock on the morning of the first Monday after the day of each election to which this chapter is applicable, unless the law authorizing the election specifies another date for the canvass, and shall open and canvass the tally lists. The board shall prepare abstracts stating, in words written at length, the number of votes cast in the county, or in that portion of the county in which the election was held, for each office or on each question on the ballot for the election. The abstract shall further indicate the name of each person who received votes for each office on the ballot, and the number of votes each person named received for that office, and the number of votes for and against each question submitted to the voters at the election.

The County Board of Supervisors shall canvass the vote for County Board of Education and Area Vocational Schools or Area Community Colleges on the last Monday in September. (See Sections 278.7 and 280A.16.)

MCCANDLESS INTERCOUNTY
DRAINAGE DISTRICT TRUSTEE ELECTION
JANUARY 16, 2021

In testimony whereof, we have hereunto set our hands and caused this to be
attested to and sealed by the County Auditor of Monona County this 19th day of January,
2021.

Board of Supervisors,
Woodbury County, Iowa and
Ex-Officio Board of County
Canvassers

Tom Brocchitto

Bo Fox

Walt Pilleri

Board of Supervisors,
Monona County, Iowa and
Ex-Officio Board of County
Canvassers

ATTEST: Lisa K. Jones
Clerk, Board of Supervisors

ABSTRACT OF ELECTION

(Section 50.24, Code of Iowa, 1973, as amended)

IT IS HEREBY CERTIFIED THAT, on the 19th day of January, 2021,

The undersigned Tom Brouillette, Bo Fox and Vince Phillips,

Monona County Board of Supervisors

(NAMES AND TITLE OF OFFICE OF THE CANVASSERS)

met as a Board of Canvassers, as provided by law, in the Board Room of the Monona County Courthouse in Onawa, Monona County, Iowa, and canvassed the election returns from the McCandless Inter-County Drainage District, for votes cast at the election held therein on the

1 16th day of January, 2021, for each office on the ballot submitted by said Drainage

District, the result of said canvass being as follows:

FOR THE OFFICE OF TRUSTEE, DIV. II, McCANDLESS INTER-COUNTY DD One (1) to be elected)

There were Seven (7) (Number) ballots cast, of which

LEE WESTERGAARD had Seven (7) votes
had votes

and LEE WESTERGAARD was elected.

FOR THE OFFICE OF _____ to be elected)

There were _____ (Number) ballots cast, of which

_____ had _____ votes
_____ had _____ votes

and _____ was/were elected.

FOR THE OFFICE OF _____ to be elected)

There were _____ (Number) ballots cast, of which

_____ had _____ votes
_____ had _____ votes

and _____ was/were elected.

FOR THE OFFICE OF _____ to be elected)

There were _____ (Number) ballots cast, of which

_____ had _____ votes
_____ had _____ votes

and _____ was/were elected.

FOR THE OFFICE OF _____ to be elected)
 (Number)
 There were _____ ballots cast, of which
 _____ had _____ votes
 _____ had _____ votes
 and _____ was/were elected.

FOR THE OFFICE OF _____ to be elected)
 (Number)
 There were _____ ballots cast, of which
 _____ had _____ votes
 _____ had _____ votes
 and _____ was/were elected.

FOR THE SPECIAL PROPOSITION:
 There were _____ ballots cast, of which
 _____ votes were for the proposition, and
 _____ votes were against the proposition.

FOR THE SPECIAL PROPOSITION:
 There were _____ ballots cast, of which
 _____ votes were for the proposition, and
 _____ votes were against the proposition.

WITNESS our signatures, this 19th day of January, 2021.


 Tom Brouillette, Monona County Supervisor


 Bo Fox, Monona County Supervisor


 Vince Phillips, Monona County Supervisor
 (Canvassers)

ABSTRACT OF VOTES

For _____ Trustees _____ Offices _____
 and _____ Questions _____
 of _____ McCandless Intersubject Drainage District _____
 COUNTY/SCHOOL/CITY _____
 cast in the several voting precincts there-of at
 the Drainage District Election held therein
 January 16, 2021.

FILED
 JAN 19 2021
 PEGGY A. ROLPH
 MONONA CO. AUDITOR
 County Commissioners of Elections

Filed in my office on the 19th day of
 January, 2021.

Section 50.24. CANVASS BY BOARD OF SUPERVISORS. The county board of supervisors shall meet at nine o'clock on the morning of the first Monday after the day of each election to which this chapter is applicable, unless the law authorizing the election specifies another date for the canvass, and shall open and canvass the tally lists. The board shall prepare abstracts stating, in words written at length, the number of votes cast in the county, or in that portion of the county in which the election was held, for each office or on each question on the ballot for the election. The abstract shall further indicate the name of each person who received votes for each office on the ballot, and the number of votes each person named received for that office, and the number of votes for and against each question submitted to the voters at the election.
 The County Board of Supervisors shall canvass the vote for County Board of Education and Area Vocational Schools or Area Community Colleges on the last Monday in September. (See Sections 278.7 and 280A.16.)

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

Date: 1/28/2021 Weekly Agenda Date: 2/02/2021

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

WORDING FOR AGENDA ITEM:

Consider approval of a consultant agreement for design of the Correctionville Road bridge replacement.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The County Engineer requests approval of a consultant services contract for design of a new bridge to replace the E-299-1 bridge on Correctionville Road.

BACKGROUND:

Bridge number E-299-1 on Correctionville Road, just east of Charles Avenue, is posted for loads and at the end of its design life. Due to the location, road alignment, 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 SWAP bridge funds and farm to market 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:

Approve the contract for bridge design with HGM Associates.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract with HGM Associates for the design of the new Correctionville Road bridge.



January 21, 2021

Mr. Mark Nahra, P.E.
Woodbury County Engineer
759 E. Frontage Road
Merville, IA 51039

Subject: Bridge Replacement: Correctionville Road over Big Whisky Creek
Bridge E-229-1, FHWA No. 355450
HGM Proposal No. 000720-206

Dear Mark:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering and surveying services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

HGM will provide Basic Services including hydraulic analysis, preliminary and final design documents. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our total cost estimated not to exceed \$95,600. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule. Reimbursable expenses and the use of outside testing laboratories will be charged on the basis of actual cost and are estimated to be \$6,600 in addition to the cost for Basic Services defined above. Total contract maximum for design services thru letting is approximately \$102,200. Construction phase services may be authorized by the client and are estimated to be \$1,500.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Mr. Mark Nahra, P.E.

January 21, 2021

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all work can then be completed in accordance with the IDOT Critical Path Schedule for a letting no later than October 2022. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office; OR, you may then scan a complete set of this document and email it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.
Vice President

EXECUTED by Woodbury County this ____ day of _____, 2021.

ATTEST

SIGNATURE

TITLE: _____

This is an exhibit attached to and made part of the letter agreement dated January 21, 2021, between: WOODBURY COUNTY, IOWA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Subject: Bridge Replacement: Correctionville Road over Big Whisky Creek
Bridge E-229-1, FHWA No. 355450
HGM Proposal No. 000720-206

BASIC SERVICES

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

I. HYDRAULIC DESIGN

- A. Prepare hydrology and hydraulics computations using Iowa Bridge Backwater program.
- B. Prepare hydraulic report documentation.
- C. The current FEMA Flood Insurance Rate Map shows the bridge is in Zone A, requiring a maximum of one foot of rise in water surface elevations.

II. PRELIMINARY DESIGN

It is anticipated that this structure will be replaced with a non-standard multi-span PPCB bridge. This scope of services includes replacement of the bridge on the original horizontal and vertical alignment.

- A. Prepare situation plan in accordance with Iowa DOT checklist requirements.
- B. Prepare Plan and Profile sheets for the extents of the roadway design.
- C. Historic, Archaeological, and Threatened and Endangered species reviews for NEPA clearances.
- D. Coordinate with the Iowa Department of Transportation for all review and approvals required.

III. PERMIT APPLICATIONS

- A. Prepare Joint Application form and submit to the Corps of Engineers as required for 404 permitting. It is anticipated that this project will satisfy the requirements of Nationwide Permit No. 14. A wetland delineation may be required to complete the permit application, see REIMBURSABLE EXPENSES below.
- B. This project is not within the jurisdiction of the Iowa Department of Natural Resources and will not require a floodplains permit.

IV. FINAL DESIGN

- A. Incorporate review comments obtained from review of the preliminary bridge plans.
- B. Final bridge plans, special provision, pay items and associated item reference notes, in accordance with Iowa DOT and AASHTO criteria for the bridge structure.
- C. Prepare the title sheet, the quantity and notes sheet, and tabulation sheet.

- D. Prepare roadway plan and profile sheets, cross sections and tabulations for the approach roadway as required.
- E. Submit to the CLIENT required sets of the final bridge construction documents for review by County staff and Iowa DOT.
- F. Incorporate final review comments into the construction documents. CONSULTANT will then submit final approved construction documents sealed by an Iowa professional engineer to the CLIENT. One 11" x 17" copy with original signatures and additional copies as required will be submitted to the Iowa DOT for letting.
- G. CONSULTANT will provide AutoCAD drawings of plans to the CLIENT in AutoCAD 2019 or earlier format. Drawings to be used for construction staking purposes. No x-referenced elements will be included in the CAD files.

V. CONSTRUCTION PHASE SERVICES

- A. Shop Drawing Review
- B. Preconstruction Meeting attendance
- C. Wave Equation Analysis for pile driving.

REIMBURSABLE EXPENSES

Services will be provided by subconsultants or contractors as noted below. Fee will be charged as billed by outside agency; no additional markup will be applied.

- I. GEOTECHNICAL DESIGN (Est. Cost \$3,600)
 - A. Perform field borings and lab testing to determine foundation type and design parameters. Two borings will be performed.
 - B. Prepare a report summarizing the sampling and testing results for bridge foundation and roadway.
 - C. Analysis of the fill placement needed for roadway embankments and recommendations for settlement and downdrag at the proposed substructure locations.
 - D. Geotechnical services will be provided by a sub consultant to be determined.

- II. WETLAND DELINEATION (\$2,500 contingent upon requirement to obtain Section 404 permit)
 - A. A wetland delineation may be required for submittal with the Corps of Engineers 404 permit application.
 - B. If necessary, the wetland delineation will be provided by a sub consultant to be determined.

- III. PAINT AND ASBESTOS TESTING (Est. Cost \$500)
 - A. Paint and Asbestos testing will be completed to comply with IDOT design policies.

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to complete these services, the CLIENT agrees to prepare the following information:

- 1. Topographic Survey
- 2. ROW Acquisitions

This is an exhibit attached to and made part of the letter agreement dated January 21, 2021 between: WOODBURY COUNTY, IOWA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

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

Date: 1/18/2021 Weekly Agenda Date: 2/02/2021

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

WORDING FOR AGENDA ITEM:

Consider award of bid for bridge replacement project number BRS-CHBP-C097(139)--GB-97, BROSCHBP-CO97(141)--GA-97, and Lyon County Bridge BROSCHBP-C060(124)--NC-60

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:

The county completed plans for two bridge replacement projects and is bundled with a Lyon County bridge. The projects were let at Iowa DOT January 19, 2021 for 2021 construction.

BACKGROUND:

Woodbury and Lyon County were successful in receiving a Competitive Highway Bridge Program grant along with 74 other bridges submitted to FHWA for funding. Part of the program requirements were that bridges had to be let as a bundle, which is inclusive of the three bridges listed above. Woodbury County is the project manager for all three projects.

FINANCIAL IMPACT:

The bridge replacement projects are paid for with FHWA CHBP funds matched with federal aid SWAP money through Iowa DOT. The two fund sources are paying 100% of the project cost.

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 award the bid for projects BRS-CHBP-C097(139)--GB-97, BROSCHBP-CO97(141)--GA-97, and Lyon County Bridge BROSCHBP-C060(124)--NC-60 to the low bidder.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board award the bid for projects BRS-CHBP-C097(139)--GB-97, BROSCHBP-CO97(141)--GA-97, and Lyon County Bridge BROSCHBP-C060(124)--NC-60 to the low bidder.

Running Tally Report for Tax Askings
Proposed FY 2022
Updated - January 29, 2021

To hold the line on the tax rates for the General Basic Fund General Supplemental Fund and Rural Basic Fund expenditures exceed revenues by the following amounts.*

	<u>Expenditures over Revenues</u>				<u>Mandated Expenditures</u>	
	<u>Countywide Funds</u>		<u>Township Only</u>	<u>Total Revenues Over Expenditures</u>	<u>Countywide Funds</u>	
	<u>General Basic</u>	<u>General Supplemental</u>	<u>Rural Basic</u>	<u>Totals</u>	<u>Debt Service</u>	<u>County Services (MH)</u>
* January 4, 2021 - Expenditures over revenues	(1,129,040)	(54,141)	(214,996)	(1,398,177)	(4,886,367)	(4,008,381)
Changes:						
January 5, 2021						
Current FY 2021 Tax Asking					1,114,683	3,861,799
Reduction in District Health Allocation	570,224					
Move Gaming Revenues to General Basic	300,000					
Reduce the Rural Basic Levy for Secondary Roads			90,000			
Remove Auditor's Improvement Request		61,554				
Reduce the Self Liability Fund Allocation		60,000				
Move two Deputies from General Basic to Rural Basic	159,314		(159,314)			
Reduction in Medical Examiner Expenses	50,000					
Reduce Rural Basic Reserves to 14.5%			294,163			
Reduce General Basic Reserves	99,887					
January 5, 2021	1,179,425	121,554	224,849	1,525,828	(3,771,684)	(146,582)
Subtotal	50,385	67,413	9,853	127,651	(3,771,684)	(146,582)

	<u>Expenditures over Revenues</u>				<u>Mandated Expenditures</u>	
	<u>Countywide Funds</u>		<u>Township Only</u>	<u>Total Revenues Over Expenditures</u>	<u>Countywide Funds</u>	
	<u>General Basic</u>	<u>General Supplemental</u>	<u>Rural Basic</u>	<u>Totals</u>	<u>Debt Service</u>	<u>County Services (MH)</u>
January 12, 2021						
No Changes	0	0	0	0	0	0
Subtotal	50,385	67,413	9,853	127,651	(3,771,684)	(146,582)
January 19, 2021:						
County Services (Mental Health) Tax Reduction						17,428
Transfer From EMS Loan Fund To Debt Service					100,000	
Transfer From Gaming Revenues To Debt Service					50,000	
January 19, 2021	0	0	0	0	150,000	17,428
Subtotal	50,385	67,413	9,853	127,651	(3,621,684)	(129,154)
January 26, 2021:						
Juvenile Detention - Two line items adjusted		(1,500)		(1,500)		
County Attorney - Juvenile (input error)	(4,500)			(4,500)		
Tax Credits - County Services				0		59,000
January 26, 2021	(4,500)	(1,500)	0	(6,000)	0	59,000
Subtotal	45,885	65,913	9,853	121,651	(3,621,684)	(70,154)

Comments

Browns Lake Road Replacement/Beach/Concessions

Dear Kenny,

This project is in two parts but really can come together as one as we go forward if we are able to bond for this project and have it paid for with our CIP Funds we generate from park user fees, the supervisors would not need to pay for this, we would pay the bond off over a set number of years.

The road at Browns Lake went to hell real fast this past summer and we had secondary roads come and look at and they said it isn't worth patching and should be replaced. It will not last another summer without being completely destroyed, it is currently asphalt and we will replace with concrete. We had the Engineers office work up a quote for us on this concrete work and hope to tie it into one of their jobs and get it even cheaper, concrete cost and mobilization wise.

We were forced to reject all bids on beach/concessions project due to high cost and loss of revenues in parks due to COVID this past season. We re-evaluated the project and talked to a contractor and are confident we can bid out and come in under \$300,000 for the beach concession project. We were originally going to pay for out of our CIP Fund. Since we need the road to be bonded anyway to get it done, I decided we might as well put the two together under one bond and pay it off with our CIP Fund over a set number of years.

My goal is to see if we can bond, knowing we will pay back bond at no cost to taxpayers with our CIP Funds generated by park user fees. If acceptable by supervisors, I would get my board to approve moving forward, then put out for bids, get true costs and then bond for the project. This of course would take Board of Supervisors approval as well as Conservation Board approval.

I have spoken with Dennis Butler, Budgeting Director about this and he understands what we want to do.

Thanks,



Dan Heissel, Director

Woodbury County Conservation Board

Comments: Little Sioux Park Road

Currently this was submitted under my budget under the 1500 budget line item with explanation of Road replacement for Little Sioux Park. I was unaware you were going to ask for additional sheets when I submitted my budget.

These figures are a couple years old as well is the road and it may be higher when we have the Engineers office re-evaluate and give us cost estimates. This project we wanted to ask if the supervisors would be able to take on and fund as a project. We have all of our CIP funds tied up in other projects and to repay the bond for the Browns Lake Road and Concessions should it be approved to Bond and have us repay with our CIP Funds over a set number of years.

If you have any questions feel free to call, I will also be available when you present these projects to the Supervisors.

Sincerely,

A handwritten signature in cursive script that reads "Dan Heissel".

Dan Heissel, Director

Woodbury Conservation Board

CIP – NEW PROJECT REQUEST FORM

Project Name: Woodbury County Emergency Services-CIP Five Year Plan FY2022

Project Number: _(Finance will provide number)

Project Manager: Gary Brown, Director

Department/Division: Woodbury County Emergency Services/0002-41-1200-000

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
<u>Revenues</u>						
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
Total Revenues	_____	_____	_____	_____	_____	_____

Expenditures

Replace Vehicle #205	\$60,000.00	_____	_____	_____	_____	_____
Replace LifePak Cardiac Monitor	_____	\$45,000.00	_____	_____	_____	_____
Replace Truck #206	_____	_____	\$60,000.00	_____	_____	_____
Tuck-pointing	_____	_____	_____	\$80,000.00	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
Total Expenditures	<u>\$60,000.00</u>	<u>\$45,000.00</u>	<u>\$60,000.00</u>	<u>\$80,000.00</u>	_____	_____

Comments:

CIP – NEW PROJECT REQUEST FORM

Project Name: 6th Floor Lobby Entrance Double Security Doors

Project Number: _(Finance will provide number)_

Project Manager: David Gleiser

Department/Division: 6321 Community Economic Development

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
<u>Revenues</u>						
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
Total Revenues	_____	_____	_____	_____	_____	_____

<u>Expenditures</u>						
Double Security Doors	\$20,000	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
Total Expenditures	\$20,000	_____	_____	_____	_____	_____

Comments: This request is being made to ensure the security and safety of the county and state employees that work on the 6th floor. Double security doors will provide the ability to lock down the public entrance in the event it's needed. This floor houses 3 county employees (Community & Economic Development Dept.) and 6 state employees (1 State Supreme Court Justice, 1 District Court Senior Judge, 3 Law Clerks, and 1 Children's Justice Coordinator).

CIP – NEW PROJECT REQUEST FORM

Project Name: 2022 SDHD Front Window Replacement

Project Number: _(Finance will provide number)_

Project Manager: Tyler Brock

Department/Division: Siouxland District Health Department

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
Revenues						
CIP	\$40,000					
Total Revenues						

Expenditures						
CIP	\$40,000					
Total Expenditures						

Comments:

The large window in the front of the building are an energy liability and we'll replace them with high efficiency windows.

CIP – NEW PROJECT REQUEST FORM

Project Name: 2022 SDHD Skylight Replacement

Project Number: _(Finance will provide number)_

Project Manager: Tyler Brock

Department/Division: Siouxland District Health Department

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
Revenues						
CIP	\$7,000					
Total Revenues						

Expenditures						
CIP	\$7,000					
Total Expenditures						

Comments:

The skylight in the lobby is old and leaks. It has reached the end of its life expectancy.

CIP – NEW PROJECT REQUEST FORM

Project Name: County Web Site Retrofit

Project Number: _(Finance will provide number)

Project Manager: John Malloy

Department/Division: WCICC-IT

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
<u>Revenues</u>						
GO Bonds	75,000	15,000	15,000	15,000	15,000	135,000
Total Revenues	75,000	15,000	15,000	15,000	15,000	135,000

<u>Expenditures</u>						
	75,000	15,000	15,000	15,000	15,000	135,000
Total Expenditures	75,000	15,000	15,000	15,000	15,000	135,000

Comments:

CIP – NEW PROJECT REQUEST FORM

Project Name: Recurring IT Infrastructure Project (Enterprise Storage)

Project Number: _(Finance will provide number)

Project Manager: John Malloy

Department/Division: WCICC-IT

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
<u>Revenues</u>						
GO Bonds	125,000	150,000	150,000	150,000	150,000	725,000
Total Revenues	125,000	150,000	150,000	150,000	150,000	725,000

<u>Expenditures</u>						
	125,000	150,000	150,000	150,000	150,000	150,000
Total Expenditures	125,000	150,000	150,000	150,000	150,000	150,000

Comments:

