



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (FEBRUARY 1) (WEEK 5 OF 2022)

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

Agenda and Minutes available at: www.woodburycountyiowa.gov

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Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov Jeremy 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 1, 2022 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

3:30 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 25, 2022 meeting
4. Approval of claims
5. County Treasurer – Tina Bertrand Receive County Treasurer's Semi-Annual Report
6. County Auditor – Patrick Gill Receive County Recorder's Report of Fees Collected

7. Board Administration – Karen James
 - a. Approval of resolution for a tax suspension for N.A.
 - b. Approval of resolution for a tax suspension for B.M.

8. Building Services – Kenny Schmitz

Approval of items to be auctioned per Personal Property Disposition Policy

9. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Approval of retiree request to remain on County health and dental insurance plans

End Consent Agenda

- | | | |
|--------------------------------|---|----------------------|
| 3:35 p.m.
(Set time) | 10. Board Administration – Heather Satterwhite <ol style="list-style-type: none"> a. Public hearing and sale of property parcel #894720377012 (aka 1601 Myrtle Street) | Action |
| 3:37 p.m.
(Set time) | <ol style="list-style-type: none"> b. Public hearing and sale of property parcel #884201258011 (aka 3rd & Main) | Action |
| | 11. Juvenile Detention – Ryan Weber <p>Approval of contract with Mercy One for nursing services</p> | Action |
| | 12. Secondary Roads – Mark Nahra <p>Approval of right of way easement adjacent to Prairie Hills property</p> | Action |
| | 13. Board of Supervisors – Matthew Ung & Jeremy Taylor <ol style="list-style-type: none"> a. Approval to hire a farm management company to manage the sale of the county farm b. Set closed session on February 8 to discuss parameters of the public auction for the county farm |
Action
Action |
| | 14. Budget Review Discussion for FY 2023 | <u>Page</u> |
| | a. Board of Supervisors | |
| | <ol style="list-style-type: none"> 1. Communication Center- G.B. | 31-34 |
| | <ol style="list-style-type: none"> 2. StarComm Program – G.S. | 37-38 |
| | <ol style="list-style-type: none"> 3. Youth Guidance Services – G.S. | 42 |
| | <ol style="list-style-type: none"> 4. Medical Examiner – G.B. | 4 |
| | b. 2023 CIP Program | |
| | c. Wage Plan Employees | |
| | 15. Reports on Committee Meetings | Information |
| | 16. Citizen Concerns | Information |
| | 17. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., FEB. 2** **10:00 a.m.** Loess Hills Alliance Protection Meeting, Pisgah, Iowa
- 11:00 a.m.** Loess Hills Alliance Stewardship Meeting
- 1:00 p.m.** Loess Hills Alliance Executive Meeting
- 2:00 p.m.** Sioux City Conference Board Meeting, City Hall Council Chambers
- 3:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., FEB. 3** **10:00 a.m.** COAD Meeting, The Security Institute
- 12:00 p.m.** SIMPCO Regional Policy & Legislative Affairs Committee, Hybrid
- MON., FEB. 7** **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., FEB. 9** **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 10:30 a.m.** Western Iowa Tourism Region Meeting, Lake City, Iowa
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- THU., FEB. 10** **7:30 a.m.** SIMPCO Executive-Finance Committee Meeting, Hybrid
- 12:00 p.m.** SIMPCO Board of Directors, Hybrid
- 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., FEB. 16** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- 1:00 p.m.** Regional Iowa Workforce Development Meeting, 2508 4th Street, Sioux City
- 10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- THU., FEB. 17** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., FEB. 18** **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- TUE., FEB. 22** **2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., FEB. 23** **2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., FEB. 24** **11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., FEB. 28** **6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- WED., MAR. 2** **3:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., MAR. 3** **10:00 a.m.** COAD Meeting, The Security Institute
- FRI., MAR. 4** **9:00 a.m.** Hungry Canyons Alliance
- MON., MAR. 7** **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom

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 25, 2022, FOURTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, January 25, 2022 at 3:00 p.m. Board members present were Taylor (by phone), Ung, Radig, and Wright; De Witt was absent. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget Tax/Analyst, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Services Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

1. Motion by Radig second by Ung to go into closed session per Iowa Code 21.5(i). Carried 4-0 on roll-call vote.
Motion by Radig second by Ung to go out of closed session per Iowa Code 21.5(i). Carried on 4-0 roll-call vote.

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

2. Jack Seuntjens, Mapleton, addressed the board regarding selling the county farm.
Motion by Radig second by Wright to receive documents from Mr. Seuntjens. Carried 4-0. Copy filed.
3. Motion by Radig second by Ung to approve the agenda for January 25, 2022. Carried 4-0. Copy filed.
Motion by Radig second by Ung to approve the following items by consent:
 4. To approve minutes of the January 18, 2022 meeting. Copy filed.
 5. To approve the claims totaling \$1,582,829.36. 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 04/01/22. Copy filed.
 - 7a. To approve the refund to Waltena Olivares for \$53.20 for an overpayment on this parcel #894729438027, 222 W 2nd St. Copy filed.
 - 7b. To approve the refund to Warrior Hotel Limited Partnership for \$76,990.00 for overpayment of taxes on parcel #894728336001, 525 6th St. Copy filed.
 - 7c. To approve the refund to Fig Series Holdings for \$980.00 paid at tax sale on parcel #884333356005. Copy filed.
 - 7d. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for City of Anthon, parcel #884333356005.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,386
RESOLUTION APPROVING ABATEMENT OF TAXES**

WHEREAS, the City of Anthon, Iowa are the titleholders of real estate Parcels #884333356005 located in Woodbury County, Iowa and legally described as follows:

Parcel #884333356005

S 100' Lot 7 Block 18 E 10', S 100' Lot 8 Block 18, City of Anthon, Woodbury County, Iowa

WHEREAS, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by a political subdivision of the state; and

WHEREAS, the political subdivision, namely the City of Anthon, Iowa, is failing to immediately pay the taxes due; and

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 parcels according to Code of Iowa, 445.63, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 25th day of January, 2022.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 8a. To approve the separation of Armando Perez, Civilian Jailer, County Sheriff Dept., effective 01-20-22. Resignation.; the other of Allen Welte, P/T Operations Officer-Paramedic, Emergency Services Dept., effective 01-25-22, \$19.95/hour, 0%. Change FY Hours from 670 to 335 hours.; the transfer of Daven Dekok, Civilian Jailer, County Sheriff Dept., effective 01-31-22, \$21.02/hour. Position Transfer from Courthouse Safety & Security Officer to Civilian Jailer.; and the reclassification of Madison Nemitz, Youth Worker, Juvenile Detention Dept., effective 02-07-22, \$21.19/hour, 4%=\$.81/hour. Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 1 to Grade 1/Step 2. Copy filed.
- 8b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Civilian Jailer, County Sheriff Dept CWA: \$21.02/hour.; P/T Courthouse Safety & Security Officer, County Sheriff Dept. Wage Plan comparability with AFSCME Courthouse: \$17.78-\$19.53/hour.; and P/T Operations Officer – Paramedic, Emergency Services Dept. Wage Plan: \$18.82-\$19.95/hour. Copy filed.

Carried 4-0.

- 9. Motion by Radig second by Wright to receive for signatures the Farmers Drainage District Trustee for Sub-District #1, Garretson Drainage District Trustee for Sub-District #1, and Garretson Drainage District Trustee for Sub-District #3 election official canvass. Carried 4-0.

For the office of Farmers Drainage District Trustee for Sub-District #1 there were sixty-three thousand, one hundred and fifty-two (63,152) ballots cast as follows:

Gary Walters	received	Sixty-three thousand, one hundred, fifty-two (63,152) votes
Scattered write-ins	received	Zero (0) votes

We therefore declare Gary Walters duly elected to the office of Farmers Drainage District Trustee for Sub-District #1 for a term of three years (2022, 2023, 2024).

For the office of Garretson Drainage District Trustee for Sub-District #1 there were twenty-six thousand, seventy-eight point eight (26,078.8) ballots cast as follows:

Charles Widman	received	Twenty-six thousand, seventy eight point eight (26,078.8) votes
Scattered write-ins	received	Zero (0) votes

We therefore declare Charles Widman duly elected to the office of Garretson Drainage District Trustee for Sub-District #1 for a term of three years (2022, 2023, 2024).

For the office of Garretson Drainage District Trustee for Sub-District #3 there were twenty-four thousand, seven hundred, sixty-seven (24,767) ballots cast as follows:

Lee Haveman	received	Twenty-four thousand, seven hundred, sixty-seven (24,767) votes
Scattered write-ins	received	Zero (0) votes

We therefore declare Lee Haveman duly elected to the office of Garretson Drainage District Trustee for Sub-District #3 for a term of one year (2022).

Copy filed.

10. No action was taken to approve the Memorandum of Understanding with the Woodbury County Conservation Department. Copy filed.
11. Motion by Radig second by Ung to set the date and time for 3 public hearings for the proposed Zoning Ordinance Text Amendment for Tuesday, 02/08/22 at 4:05 p.m., Tuesday, 02/15/22 at 4:37 p.m., and Tuesday, 02/22/22 at 4:35 p.m. Carried 4-0. Copy filed.
- 12a. Motion by Radig second by Wright to receive the WCICC budget as submitted. Carried 4-0.
- 12b. Motion by Radig second by Wright to defer action to receive the County Supervisors Medical Examiner budget as submitted. Carried 4-0. Copy filed.
- 12c. Motion by Wright second by Radig to receive the Secondary Roads Roadside Management budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the Secondary Roads budget reducing the minimum levy by \$140,000. Carried 4-0.
- 12d. Motion by Ung second by Taylor to receive the County Supervisors Hard Rock Gaming Fees: Woodbury County Senior Meal Program budget as submitted. Carried 4-0.

Motion by Ung second by Radig to receive the County Supervisors Hard Rock Gaming Fees: Siouxland Regional Transit System budget as submitted. Carried 4-0.

Motion by Ung second by Radig to defer action on the County Supervisors Hard Rock Gaming Fees: NEW – Centers Against Abuse & Sexual Assault budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Infrastructure/Economic Development: IJR Study budget as submitted. Carried 4-0.

Motion by Radig second by Wright to receive the County Supervisors Infrastructure/Economic Development: Event Center budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Infrastructure/Economic Development: Siouxland Initiative budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Infrastructure/Economic Development: Woodbury County Fair budget as submitted. Carried 4-0.

Mark and Mary Thompson addressed the board regarding the Woodbury County Fair budget.

Motion by Radig second by Ung to receive the County Supervisors Infrastructure/Economic Development: CAT Grant/Riverfront budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Infrastructure/Economic Development: SIMPCO Improvement Regional Housing budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Infrastructure/Economic Development: SIMPCO Membership budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Infrastructure/Economic Development: Western Iowa Tourism budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Infrastructure/Economic Development: Iowa's West Coast budget as submitted. Carried 4-0.

- 12e. Motion by Radig second by Ung to receive the Debt Service Fund budget as submitted. Carried 4-0.
- 12f. Motion by Radig second by Ung 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 Ung to receive the Veteran Affairs Assistance budget as submitted. Carried 4-0.
- 12g. Motion by Wright second by Radig to receive the Juvenile Detention Facility budget increasing expenses by \$1,000.00. Carried 4-0.
Motion by Radig second by Wright to receive the Juvenile Detention Federal Food Program budget increasing revenue by \$3,000. Carried 4-0.
- 12h. Motion by Radig second by Ung to receive the Community/Economic Development budget as submitted. Carried 4-0.
- 12i. Motion by Radig second by Wright to receive the Emergency Management budget as submitted and reduce the EMS budget by \$4,000.00. Carried 4-0.
- 12j. Motion by Radig second by Ung to receive the District Health budget reducing the allotment by \$360,000. Carried 4-0.
- 16. The Board heard reports on committee meetings.
- 17. There were no citizen concerns.
- 18. Board concerns were heard.

The Board adjourned the regular meeting until February 1, 2022.

Meeting sign in sheet. Copy filed.



SEMI-ANNUAL REPORT OF TINA M. BERTRAND, TREASURER OF WOODBURY COUNTY, IOWA

FOR THE PERIOD JULY 1, 2021 THROUGH DEC 31, 2021

	Beginning Treasurer's Balance	Total Revenues	Total Expenses	Change in Outstanding	ENDING FUND BALANCE	Outstanding Bank Items	Outstanding Stamped Warrants
0001 - GENERAL BASIC	7,393,544.63	11,682,801.96	13,755,549.63	(56,833.04)	5,263,963.92	22,967.09	0.00
0002 - GENERAL SUPPLEMENTAL	1,124,414.31	6,994,075.95	2,576,974.52	(12,550.18)	5,528,965.56	4,336.74	0.00
0003 - GAMING REVENUES	214,546.52	257,067.62	89,636.31	(20,683.00)	361,294.83	0.00	0.00
0004 - STATE TAX CREDITS	25,791.80	0.00	0.00	0.00	25,791.80	0.00	0.00
0005 - America Rescue Plan Act	10,013,663.00	0.00	0.00	0.00	10,013,663.00	0.00	0.00
0006 - Mental Health	100.00	0.00	0.00	0.00	100.00	100.00	0.00
0007 - SHERIFF'S TRAINING CENTER - LEASE P	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008 - SHERIFF'S COMMISSARY FUND	150,019.08	8,878.50	9,943.69	314.60	149,268.49	314.60	0.00
0009 - SHERIFF'S ROOM & BOARD	346,494.24	40,277.18	0.00	0.00	386,771.42	0.00	0.00
0010 - COUNTY HEALTH SERVICES MH	361,383.43	1,596,569.66	1,253,863.01	28.85	704,118.93	28.85	0.00
0011 - RURAL BASIC	731,992.20	1,964,622.82	990,489.56	3,806.72	1,709,932.18	5,485.69	0.00
0012 - RURAL SERVICES SUPPLEMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0020 - SECONDARY ROADS	1,095,890.53	4,403,351.28	5,147,139.94	(280,271.56)	71,830.31	20,504.29	0.00
0021 - S.R. SPECIAL BRIDGE PROJ.	375,223.08	0.00	0.00	0.00	375,223.08	0.00	0.00
0022 - FEMA 4421	574,099.55	0.00	2,210.00	0.00	571,889.55	0.00	0.00
0023 - RESOURCE ENHANCEMENT REAP	226,724.26	29,807.26	0.00	0.00	256,531.52	0.00	0.00
0024 - RECORDER RECORD MANAGE.	197,527.15	9,208.02	0.00	0.00	206,735.17	0.00	0.00
0025 - Secondary roads Gravel Project	150,000.00	10,006,892.85	122,807.16	0.00	10,034,085.69	0.00	0.00
0028 - RECORDERS ELECTRONIC FEES	340.31	1.31	0.00	0.00	341.62	0.00	0.00
0029 - EMERGENCY PARAMEDIC SERV.	16,159.79	0.00	126,343.21	328.33	(109,855.09)	328.33	0.00
0030 - EMS LOAN	180,777.39	(1,559.45)	0.00	0.00	179,217.94	0.00	0.00
0031 - INFRASTRUCTURE/ECON. DEV.	141,110.63	368,558.24	273,168.68	0.00	236,500.19	0.00	0.00
0040 - TAX INCREMENT ACCOUNT	148,289.48	351,549.58	80,296.00	0.00	419,543.06	0.00	0.00
0057 - NATURE CENTER DEVELOPMENT	57,307.49	70,620.17	28,637.65	0.00	99,290.01	0.00	0.00
0058 - ANDERSON TRUST	36,796.59	9.54	30,086.92	0.00	6,719.21	0.00	0.00
0059 - EMS TRAINING	73,165.63	1,552.52	0.00	0.00	74,718.15	0.00	0.00
0061 - COUNTY LIBRARY	235,799.78	45,836.80	115,703.04	(378.28)	165,555.26	952.28	0.00
0067 - CONSERVATION RESERVE	225,886.81	232,166.67	122,073.03	0.00	335,980.45	0.00	0.00
0074 - CO. ATTORNEY FORFEITURE	149,867.60	0.00	168.55	(730.00)	148,969.05	0.00	0.00
0078 - SHERIFFS FORFEITURE	3,048.75	2,158.65	1,683.80	0.00	3,523.60	0.00	0.00
0080 - DARE/DONATIONS	1,064.94	0.00	0.00	0.00	1,064.94	0.00	0.00
0081 - SHERIFF'S RESERVE	11,310.42	700.00	2,250.00	0.00	9,760.42	0.00	0.00
0082 - SHERIFF'S RESTRICTED DON.	14,415.24	6,941.16	14,679.20	0.00	6,677.20	0.00	0.00
0083 - 12% CO. FINE COLLECTIONS	130,907.79	(103.75)	196.52	0.00	130,607.52	0.00	0.00

	Beginning Treasurer's Balance	Total Revenues	Total Expenses	Change in Outstanding	ENDING FUND BALANCE	Outstanding Bank Items	Outstanding Stamped Warrants
0086 - SCAAP FY 13-14	(772.10)	0.00	0.00	0.00	(772.10)	0.00	0.00
0090 - OLD FUND 290	(0.50)	0.00	0.00	0.00	(0.50)	0.00	0.00
0091 - JAG 2015-DJ-BX-0680	(24,188.00)	0.00	0.00	0.00	(24,188.00)	0.00	0.00
0092 - 2018 SCAAP	3,203.72	0.00	0.00	0.00	3,203.72	0.00	0.00
0093 - 2019 SCAPP	31,464.00	0.00	0.00	0.00	31,464.00	0.00	0.00
0094 - 2017 JAG GRANT	(16,125.00)	0.00	0.00	0.00	(16,125.00)	0.00	0.00
0095 - COVID DOJ Grant	(35,267.45)	32,994.00	1,476.55	0.00	(3,750.00)	0.00	0.00
0096 - 2018 JAG GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0097 - SCAAP - 2016-AP-BX-0523	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0098 - JAG PROGRAM 2012-2016	40,313.00	0.00	0.00	0.00	40,313.00	0.00	0.00
0100 - DRAINAGE DIST. - SUPERV.	52,573.58	19,452.70	197,224.36	195,188.75	69,990.67	6.30	237,309.07
1500 - COUNTY BLDGS. & PROP. CIP	934,295.75	96,897.19	437,285.46	(55,307.48)	538,600.00	0.00	0.00
1501 - LEC - CIP	(6,416.47)	1,042.00	1,343.00	0.00	(6,717.47)	0.00	0.00
2000 - DEBT SERVICE	99,697.17	1,792,153.14	699,205.05	0.00	1,192,645.26	0.00	0.00
4000 - EMERGENCY MANAGEMENT	98,320.92	104,749.08	77,299.03	(461.39)	125,309.58	0.00	0.00
4010 - E-911 SURCHARGE	516,176.07	154,890.52	161,334.56	(267.90)	509,464.13	336.29	0.00
4100 - COUNTY ASSESSOR	469,054.26	426,386.77	392,896.35	(36,718.87)	465,825.81	39.60	0.00
4101 - 4101	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4102 - COUNTY ASSESSOR-UNEMP. CO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4110 - CITY ASSESSOR	591,058.09	660,421.86	468,488.62	32,750.50	815,741.83	38,028.51	0.00
4111 - CITY ASSESS.-FICA & IPERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4112 - CITY ASSESSOR-UNEMP. CO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4113 - CITY ASSESSOR-TORT LIAB	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4140 - AGRICULTURAL EXTENSION	6,688.32	340,933.17	347,003.77	0.00	617.72	0.00	0.00
4150 - 4150	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4200 - SCHOOL DISTRICTS	726,057.93	33,562,521.55	34,279,059.11	0.00	9,520.37	0.00	0.00
4273 - DISTRICT HEALTH	1,830,372.50	2,637,205.56	2,852,761.26	(94.83)	1,614,721.97	4,734.53	0.00
4300 - COMMUNITY COLLEGE AREA 12	48,508.19	2,529,320.68	2,572,509.62	0.00	5,319.25	0.00	0.00
4400 - CORPORATIONS	920,446.42	35,891,103.48	36,996,102.69	0.00	(184,552.79)	0.00	0.00
4450 - SPECIAL ASSESSMENTS	52,546.33	(2,340,668.74)	186,188.68	0.00	(2,474,311.09)	0.00	0.00
4700 - TOWNSHIPS	7,227.14	461,820.51	458,872.07	0.00	10,175.58	0.00	0.00
4750 - Justice Center Taxable Bonds	21,308,196.89	(9,631.62)	1,542,619.01	(6,116.00)	19,749,830.26	0.00	0.00
4751 - Justice Center Exempt Bonds	0.00	28,793,514.35	1,954,565.77	0.00	26,838,948.58	0.00	0.00
4752 - Justice Center COVID Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4753 - Justice Center Miscellaneous Revenue	0.00	17,664.07	0.00	0.00	17,664.07	0.00	0.00
4754 - Justice Center Debt Service	0.00	638,783.63	638,783.63	0.00	0.00	0.00	0.00
4755 - Justice Center Maintenance -County Ad	0.00	200,000.00	0.00	0.00	200,000.00	0.00	0.00
4756 - Justice Center Maintenance-20% Prison	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4763 - STARCOMM PROGRAM	140,918.41	261,023.79	233,290.93	(25,402.94)	143,248.33	64.77	0.00


	Beginning Treasurer's Balance	Total Revenues	Total Expenses	Change in Outstanding	ENDING FUND BALANCE	Outstanding Bank Items	Outstanding Stamped Warrants
4787 - COURTHOUSE FOUNDATION	12,107.58	0.00	0.00	0.00	12,107.58	0.00	0.00
4800 - BRUCELLOSIS & TUBERCULOSIS ERADIC	781.52	7,153.57	7,293.56	0.00	641.53	0.00	0.00
5010 - MOTOR VEHICLE	3,398,350.07	9,721,905.09	9,700,259.83	0.00	3,419,995.33	5,320.00	0.00
5020 - USE TAX	(499,791.57)	6,558,553.42	6,840,303.82	0.00	(781,541.97)	0.00	0.00
5040 - 5040	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5060 - BANKRUPTCY MONIES	6,017.90	0.00	0.00	0.00	6,017.90	0.00	0.00
5070 - SHERIFF'S CONDEMNATION	8,921.70	0.00	0.00	0.00	8,921.70	0.00	0.00
5080 - UNCLAIMED PROPERTY	3,747.19	0.00	0.00	0.00	3,747.19	0.00	0.00
5090 - TAX IN ADVANCE - ACH	1,091,191.55	352,715.17	1,279,256.12	0.00	164,650.60	0.00	0.00
5100 - UNAPPORTIONED TAX - HOLDING FUN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5110 - MONEYS AND CREDITS	12,168.00	0.00	0.00	0.00	12,168.00	0.00	0.00
5130 - TREASURERS TAX REDEMPTION	1,272,517.18	813,416.29	836,128.42	(132,768.32)	1,117,036.73	1,113,412.30	0.00
6000 - TRUSTEE DRAINAGE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6776 - TRUSTEE DRAINAGE CONTROL FUND 6	141,216.50	158,463.22	34,664.38	(21,516.10)	243,499.24	312.50	93,008.62
6777 - TRUSTEE DRAINAGE CONTROL FUND 6	309,647.20	140,239.19	28,730.07	10,446.93	431,603.25	312.50	147,615.78
6778 - TRUSTEE DRAINAGE CONTROL FUND 6	4,935.03	70,847.36	65,372.88	19.17	10,428.68	0.00	442.71
7500 - RECORDER'S FEES FUND	(13,981.93)	504,401.34	491,382.52	0.00	(963.11)	0.00	0.00
7501 - RECORDERS ELECTRONIC FEE	3,395.00	9,188.00	9,494.00	0.00	3,089.00	0.00	0.00
7550 - DNR LICENSING	157,692.80	171,938.35	198,908.10	0.00	130,723.05	110,885.00	0.00
7600 - 7600	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8792 - FLEX BENEFIT FUND	1,094.05	103,128.92	82,907.23	(2,113.73)	19,202.01	0.00	0.00
8926 - SELF INSURANCE LIAB./PROP	186,387.02	3,115.00	335,511.37	(238.93)	(146,248.28)	255.07	0.00
8927 - OTHER EMPLOYEE SELF INSUR	191,203.69	131,109.29	105,930.10	0.00	216,382.88	0.00	0.00
8928 - SELF HEALTH COUNTY INSUR	2,817,413.18	3,266,416.21	3,103,932.83	(99,770.81)	2,880,125.75	0.00	0.00
8930 - OFFICE SUPPLIES - I.S.	(12,927.78)	6,540.00	0.00	0.00	(6,387.78)	0.00	0.00
9990 - 9990	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9999 - POOLED CASH	614.28	0.00	0.00	0.00	614.28	614.28	0.00
Z004 - 004	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z005 - 005	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z106 - 106	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z222 - 222	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z230 - 230	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z235 - 235	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z265 - 265	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z293 - 293	769.93	0.00	0.00	0.00	769.93	0.00	0.00
Z349 - 349	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z354 - 354	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z355 - 355	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z358 - 358	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	Beginning Treasurer's Balance	Total Revenues	Total Expenses	Change in Outstanding	ENDING FUND BALANCE	Outstanding Bank Items	Outstanding Stamped Warrants
Z770 - 770	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z772 - 772	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z782 - 782	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z784 - 784	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z786 - 786	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z996 - 996	0.00	0.00	0.00	0.00	0.00	0.00	0.00
County Totals:	61,295,481.68	166,363,692.65	132,362,285.17	(509,339.51)	94,787,549.65	1,329,339.52	478,376.18

Iowa County Treasurer's Semi-Annual Report for Period July 1, 2021 to December 31, 2021

Beginning Treasurer' s Balance	61,295,481.68
Expenses:	132,362,285.17
Total Expenses:	<u>132,362,285.17</u>
Change in Outstanding:	(509,339.51)
Revenues	61,295,481.68
Total Revenues	<u>61,295,481.68</u>
Actual Ending Treasurer' s Balance	94,787,549.65

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


Tina M. Bertrand, Woodbury County Treasurer

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


State of IOWA) SS:
County of WOODBURY)

To the Board of Supervisors of WOODBURY County:

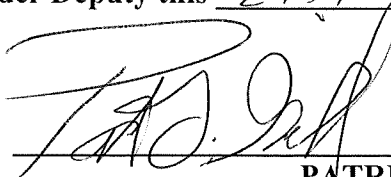
I, DIANE SWOBODA PETERSON, Real Estate/Recorder Deputy of the above-named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the period of 10/01/2021 through 12/31/2021 and the same has been paid to the County Treasurer.

	Fees Collected
R.E. Transfer Tax State-Monthly	94,785.82
County Share R.E. Transfer Tax—Quarterly	50,267.06
Recording of Instruments—Quarterly	114,515.00
Auditor's Transfer Fee—Quarterly	7,230.00
Records Management Fees—Quarterly	4,728.00
Elec Tran Fee State Untransferred (Quarterly)	4,728.00
Copy Money-Quarterly	397.50
Vitals Stats State-Monthly	8,476.00
Vitals Stats County-Quarterly	9,636.00
Accts. Receivable Payment-Quarterly	2,690.00
Transfer to Checking Account	0
Previous Qtr. Acct. Receivable Balance	(3,192.00)
Bad Check Adjustment—Quarterly	0
Recorder Over/Short—Quarterly	59.60
Vitals Over/Short—Quarterly	0
Refunds--Quarterly	38.00
Adjustment—Quarterly	55.00
Total	294,413.98

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 21ST day of January, 2022.


PATRICK F. GILL County Auditor

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

Date: 1/26/2022 Weekly Agenda Date: 2/1/2022

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

WORDING FOR AGENDA ITEM:

Approval of resolution for a tax suspension for N.A.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

N.A. is requesting a tax suspension.

BACKGROUND:

N.A. was approved for a tax suspension on January 1, 2000. Annual tax suspension re-certify letters went out to N.A. starting in October. N.A. failed to re-certify the income by the deadline of January 1. Board lifted the tax suspension on January 11, 2022.

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 N.A. 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 N.A.

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

Date: 1/26/2022 Weekly Agenda Date: 2/1/2022

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

WORDING FOR AGENDA ITEM:

Approval of resolution for a tax suspension through the redemption process for B.M.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

B.M. is requesting a tax suspension.

BACKGROUND:

B.M. was approved for a tax suspension through the redemption process on July 9 2013. Annual tax suspension re-certify letters went out to B.M. starting in April, 2018. B.M. failed to re-certify the income by the deadline of July 1, 2018. Board lifted the tax suspension in July, 2018. B.M. is requesting a tax suspension again. The property went to tax sale in June, 2021.

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 through the redemption process for B.M. If the Board approves this request, the suspension resolution requires the chairman's signature




ACTION REQUIRED / PROPOSED MOTION:

Approval of resolution for a tax suspension through the redemption process for B.M.

Woodbury County Personal Property Disposition Form



DATE: 2/1/22

	NAME:
	DEPARTMENT: Building Services
	AUTHORIZED REPRESENTATIVE: Building Services Director
	PHONE: 712-279-6539

Fill in the fields below (* REQUIRED):

Item Description*	Tenant 3260 Wide Area Vacuum. Working condition but no longer used.
Estimated Value*	\$ 50.00
Current Location*	Courthouse
County Asset Number	NA
Serial/VIN Number	
Year	
Make/Model	
Auction Reserve	
Notes	




For Office Use Only:

GovDeals ID #	404
Sale Price	
Date	

Woodbury County Personal Property Disposition Form



DATE: 2/1/22

	NAME:
	DEPARTMENT: Building Services
	AUTHORIZED REPRESENTATIVE: Building Services Director
	PHONE: 712-279-6539

Fill in the fields below (* REQUIRED):

Item Description*	Two drawer file cabinet.
Estimated Value*	\$ 10.00
Current Location*	Courthouse
County Asset Number	NA
Serial/VIN Number	
Year	
Make/Model	
Auction Reserve	
Notes	

For Office Use Only:

GovDeals ID #	405
Sale Price	
Date	

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: February 1, 2022

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Wicks, Melinda	County Attorney	2-07-22	Assistant County Attorney	\$73,088/year		A	Job Vacancy Posted 11-10-21. Entry Level Salary: \$63,200-\$73,088/year.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas HR Director

From: Chris Garthright
Sent: Thursday, January 27, 2022 9:26 AM
To: Lisa Anderson
Subject: Continuing Insurance

Dear Woodbury County Board of Supervisors,

Please allow this email to serve as my formal request to continue on the family plan of Woodbury County Health and Dental Insurance after my retirement which will take effect Feb. 11, 2022.

I also request, per the Woodbury County Deputy Sheriff's contract which states, if an employee has 500 hours of accrued sick leave they are eligible for one year of insurance paid by the county. I request to use this benefit as well. Thank you for your time and assistance with this matter. It has been a pleasure to work with all of you over the last several years.

Sincerely,
Chris Garthright-Chwirka
Woodbury County Sheriff's Office

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RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #894720377012

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

The South Ten feet (S 10') of Lot Five (5), and all of Lot Six (6), in Block Twenty-three (23) of North Sioux City, in the County of Woodbury and State of Iowa (1601 Myrtle 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 **1st Day of February, 2022 at 3:35 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 **1st Day of February, 2022**, 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 \$489.00** 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 18th Day of January, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Sloan McMillin - Mt. Zion Church Date: 6-21-21

Address: 2727 Ross St. Sioux City, IA 51103 Phone: 712-204-0436

Address or approximate address/location of property interested in:

1601 Myrtle

GIS PIN # 894720377012

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

Legal Description:

North Sioux City S 10 ft Lot 5 + Lot 6 Block 23

Tax Sale #/Date: 1105/2013 Parcel # _____

Tax Deeded to Woodbury County on: 12/29/21

Current Assessed Value: Land 13,500 Building 0 Total 13,500

Approximate Delinquent Real Estate Taxes: _____

Approximate Delinquent Special Assessment Taxes: Total 39,238.00

*Cost of Services: \$114

Inspection to: Roddy DeWitt Date: 6-21-21

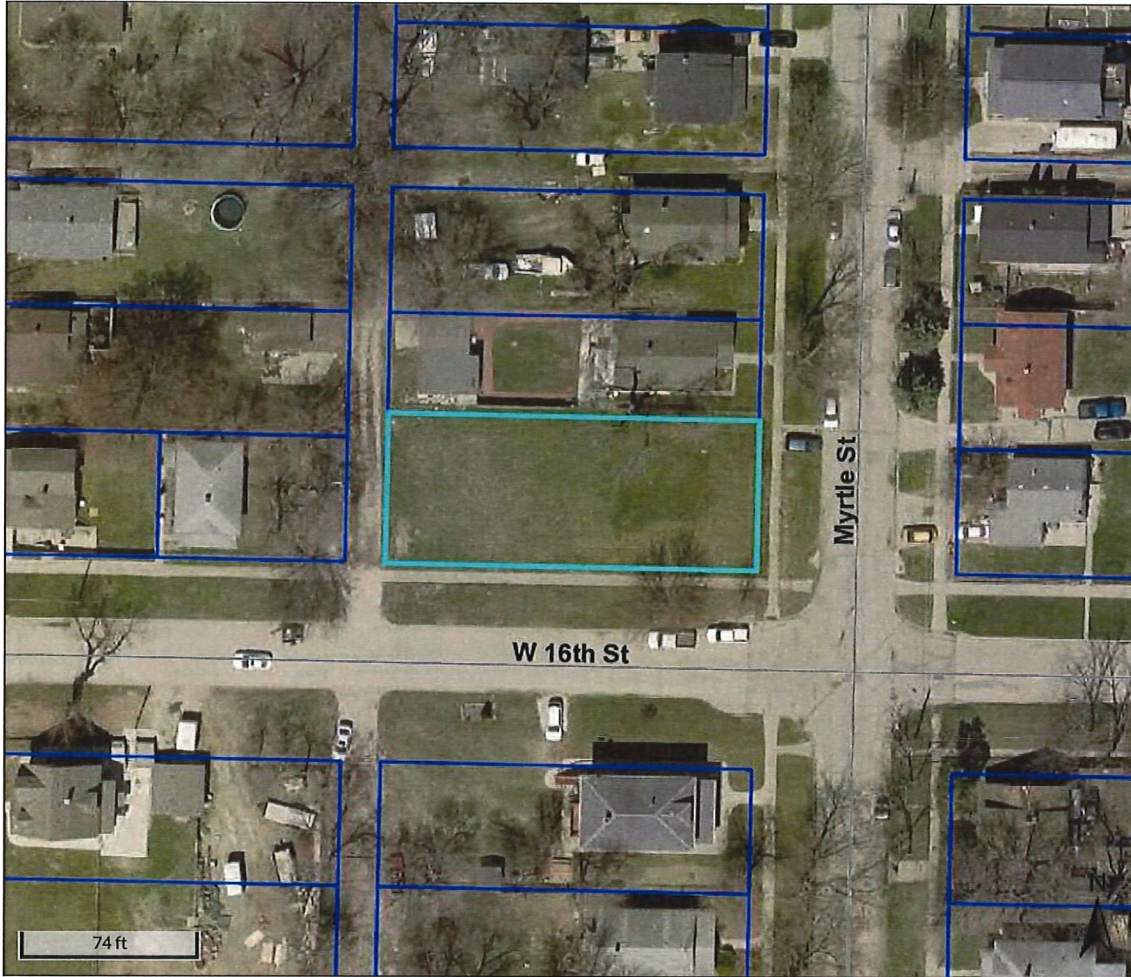
Minimum Bid Set by Supervisor: \$37500 PLUS COSTS of \$114 - Total \$38640

Date and Time Set for Auction: Tuesday, February 23 @ 3:35 P.M.

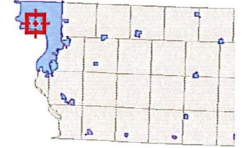
* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID	894720377012	Alternate ID	55890	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1601 MYRTLE ST	Acreage	n/a		SIOUX CITY, 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	NORTH SIOUX CITY S 10 FT LOT 5 & LOT 6 BLK 23				
	(Note: Not to be used on legal documents)				

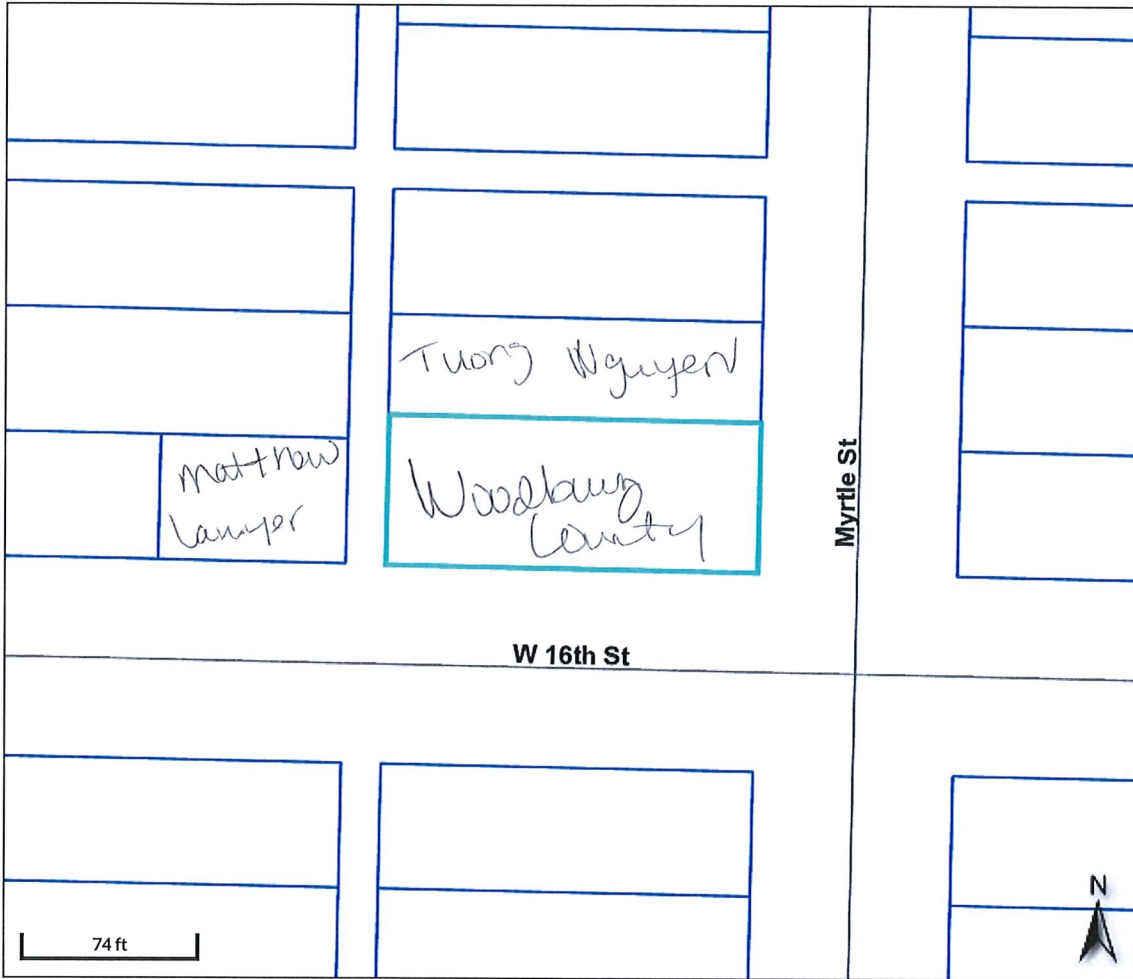
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Developed by Schneider
 GEOSPATIAL

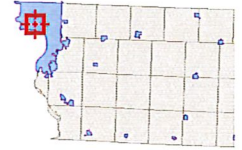


Beacon™

Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID 894720377012
 Sec/Twp/Rng n/a
 Property Address 1601 MYRTLE ST
 SIOUX CITY

Alternate ID 55890
 Class R
 Acreage n/a

Owner Address WOODBURY COUNTY
 620 DOUGLAS ST
 SIOUX CITY, 51101

District 0087
 Brief Tax Description NORTH SIOUX CITY S 10 FT LOT 5 & LOT 6 BLK 23
 (Note: Not to be used on legal documents)

Date created: 1/13/2022
 Last Data Uploaded: 1/12/2022 7:17:25 PM

Developed by Schneider
 GEOSPATIAL

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #884201258011

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

**Lots Eleven and Twelve (11 & 12) Block Eight (8), City of Cushing, Woodbury County, Iowa
(3rd St & Main)**

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 **1st Day of February, 2022 at 3:37 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 **1st Day of February, 2022**, 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 \$376.00** 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 18th Day of January, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: John Anfinson Date: 6-22-21

Address: Box 68, Cushing, IA 51018 Phone: 712-251-6847

Address or approximate address/location of property interested in:

3rd & main

GIS PIN # 884201258011

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

Legal Description:

Lots 11-12 Block 8

Tax Sale #/Date: 881/2015 Parcel # _____

Tax Deeded to Woodbury County on: 12/14/21

Current Assessed Value: Land \$1,270 Building 0 Total \$1,270

Approximate Delinquent Real Estate Taxes: _____

Approximate Delinquent Special Assessment Taxes: Total 1,521.00

*Cost of Services: \$116

Inspection to: Rocky DeWitt Date: 6-22-21

Minimum Bid Set by Supervisor: \$26000 PLUS COSTS of \$116. Total: \$316

Date and Time Set for Auction: Tuesday, February 23 @ 3:37 p.m.

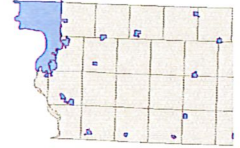
* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID	884201258011	Alternate ID	601275	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	MAIN ST	Acreage	n/a		SIOUX CITY, 51101
	CUSHING				
District	0062				
Brief Tax Description	LOTS11-12 BLK8				
	(Note: Not to be used on legal documents)				

Date created: 1/13/2022
 Last Data Uploaded: 1/12/2022 7:17:25 PM

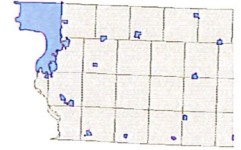
Developed by  Schneider
 GEOSPATIAL



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID 884201258011
 Sec/Twp/Rng n/a
 Property Address MAIN ST
 CUSHING

Alternate ID 601275
 Class R
 Acreage n/a

Owner Address WOODBURY COUNTY IOWA
 620 DOUGLAS ST
 SIOUX CITY, 51101

District 0062
 Brief Tax Description LOTS11-12 BLK8

(Note: Not to be used on legal documents)

Date created: 1/13/2022
 Last Data Uploaded: 1/12/2022 7:17:25 PM

Developed by Schneider
 GEOSPATIAL

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

Date: 2022-01-27

Weekly Agenda Date: 2022-02-01

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ryan Weber - Juvenile Detention

WORDING FOR AGENDA ITEM:

Approval for contract with Mercy One for nursing services.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Requesting approval for a contract with Mercy One for nursing services provided to the Juvenile Detention Center.

BACKGROUND:

Juvenile Detention has been using Mercy One for its nursing services for over 20 years. The last contract was written in September of 2002. Mercy is asking for a rate increase from \$36hr to \$57hr.

FINANCIAL IMPACT:

New amount has already been budgeted for next fiscal year.

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:

It is my recommendation that the contract be approved.

ACTION REQUIRED / PROPOSED MOTION:

Approval of contract by board and signed by board chairman.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into this 1st day of March, 2022 ("Effective Date") by and between Woodbury County Juvenile Detention ("Facility") and Mercy Health Services – Iowa, Corp. dba MercyOne Siouxland Medical Center, a Delaware nonprofit corporation ("MercyOne").

1. MERCYONE DUTIES

A. MercyOne shall provide Facility with the services ("Services") set forth in Exhibit A.

B. In Providing Services, MercyOne Shall:

- i. Cooperate in good faith with Facility (during and after the Term of this Agreement) to the extent allowable by law, in the defense of any litigation arising from or related to Services; and
- ii. Document, in a timely manner, all Services provided under this Agreement. Such documentation shall be on forms and in formats specified or approved from time to time by Facility. Such forms may include, but not be limited, to the following:
 - Systoc
 - Health History/pre-employment exam form (nurse assessment)
 - Mutually agreed upon injury log
 - Onsite Nurse Visit Log

C. MercyOne Personnel Qualifications. MercyOne shall ensure that all employees, agents and subcontractors or other persons or entities which provide any items or services on behalf of, or at the direction of MercyOne under this Agreement ("Personnel") have and maintain all the skills, experience, and qualifications necessary to provide the Services, including any required training, registration, certification or licensure.

- i. Removal of Personnel. MercyOne shall, at all times, have the affirmative obligation to ensure that Services are provided only by qualified and experienced Personnel. Facility shall have the right to request the immediate removal of any individual Personnel upon written notice to MercyOne. The timing for replacement of Personnel shall be mutually determined in order to ensure continuation of key activities and minimize potential impacts on the Services and applicable engagement schedules. MercyOne is solely responsible for all costs related to the removal or replacement of Personnel. Removal of Personnel is an internal matter of MercyOne and MercyOne remains responsible for all matters associated with recruiting, hiring, employment, compensation, benefits, insurance, promotion, discipline, discharge and work environment of each Personnel.
- ii. Compliance Concerns. Personnel shall be familiar with the performance standards of this Agreement, as well as the risk areas of fraud and abuse. MercyOne shall require

its Personnel to report any compliance concerns immediately to Facility's principle contact.

2. COMPENSATION

- A. Facility shall pay MercyOne the amounts set forth in Exhibit B for the Services provided.
- B. Payment for the Services under this Agreement is due within thirty (30) days of Facility's receipt of MercyOne's invoice. Late payment shall accrue interest at the rate of one percent (1.00%) per month until paid in full.

3. COOPERATION

- A. Facility shall cooperate with MercyOne in the performance of the Services, providing MercyOne with reasonable facilities and timely access to appropriate data, information and personnel of Facility. Facility will provide on-site MercyOne personnel with suitable office space, adequate computer resources, telephone, copying, and other standard office equipment and support, which may be necessary in connection with MercyOne's performance of the Services. All such property, regardless of its physical location or use, will be deemed to be in the care, custody, and control of Facility. Facility shall also provide a specialized bathroom for use in drug screenings and suitable examination room.

4. TERM AND TERMINATION

- A. Term. This Agreement shall commence on the Effective Date and shall remain in effect for a term of two (2) years ("Initial Term"). Following the Initial Term, the Parties may, by mutual written agreement, agree to renew this Agreement for a period of two (2) years ("Extension Term"). The Initial Term and any Extension Term shall be referred to herein as the "Term".
- B. Termination.
 - i. Termination by Either Party. This Agreement may be terminated with or without cause by either party on sixty (60) days written notice.
 - ii. Termination for Material Breach. For a material breach of this Agreement for which a shorter correction period is not specified, this Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party; provided, however, that if the material breach is cured within such thirty (30) day period, the termination notice shall be of no force and effect. Notwithstanding the foregoing, in the event of multiple material breaches of the same nature, this Agreement may be terminated by either party upon ten (10) days prior written notice.
 - iii. Either Party may terminate this Agreement immediately upon written notice to the other party if such other party becomes excluded, debarred or otherwise ineligible to participate in any governmental program.

- C. Post Termination Obligations/Effect of Termination. MercyOne will cooperate with Facility in the orderly completion and/or transfer of applicable Services and return of all Facility data, including any work in progress. Facility shall compensate MercyOne for Services performed prior to notice of termination based on the percentage of the Services that have been completed.

5. COMPLIANCE WITH LAWS AND REGULATIONS

- A. Compliance With Laws. MercyOne shall comply with all applicable federal and state laws, rules and regulations, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. MercyOne has obtained or will obtain all permits, licenses and other authorizations that may be necessary for it to commence and continue its performance under this Agreement.
- B. Exclusion from Governmental Programs. MercyOne warrants that MercyOne, including its Personnel, is not excluded from participating in the Medicare or Medicaid program and is not ineligible to participate in any governmental program. MercyOne is responsible for regularly screening its Personnel against the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities. MercyOne shall immediately notify Facility in the event MercyOne becomes debarred or suspended from any governmental program during the term of this Agreement.
- C. On-site Policy. On-site MercyOne Personnel shall comply with all Facility requirements for on-site vendors. MercyOne Personnel shall follow and adhere to additional Facility policies and procedures applicable to the provision of the Services which have been communicated to MercyOne, either electronically or in writing.
- D. Medicare Records Access Requirements. If this Agreement is subject to the Medicare statutes and regulations governing access to books and records of subcontractors, then for a minimum of four (4) years after the expiration of this Agreement, MercyOne shall retain and allow the authorized representatives of Facility, the Comptroller General and the Department of Health and Human Services access to this Agreement and to the books, records, and other documents of MercyOne that are necessary to verify the nature and costs paid to MercyOne pursuant to this Agreement. If MercyOne carries out any duties of this Agreement by means of a subcontractor, including any organization related by ownership or control with MercyOne, and the cost or value of which is \$10,000 or more over a twelve (12) month period, then MercyOne shall require the subcontractor to comply with the provisions of this Section. In the event MercyOne receives a request for access, MercyOne agrees to promptly notify Facility.
- E. Nondiscrimination. MercyOne agrees that in the performance of its duties and obligations under this Agreement, it will not discriminate against any person or entity because of race, color, religion, sex, national origin, weight, height or any other

characteristic protected from discrimination as set forth in applicable laws and regulations.

- F. Good Standing. MercyOne and Facility individually warrants that it is a legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Iowa.

6. CONFIDENTIALITY

- A. Confidentiality. Each party acknowledges and agrees that: (i) it may access, use, disclose or duplicate Confidential Information only in accordance with the provisions of this Agreement; (ii) will maintain all Confidential Information in confidence and restrict access to those employees or agents whose duties reasonably require access to such Confidential Information and (iii) it will take all commercially reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information, including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a commercially reasonable degree of care. Obligations of confidentiality survive termination or expiration of this Agreement for any reason.
- i. Definition of Confidential Information. For purposes of this Agreement, Confidential Information shall be defined as including any and all information (i) related to patients or employees; (ii) protected by rights embodied in copyrights, patents, trade secrets, and any other intellectual property rights of a party; (iii) about Facility that is not known to the general public, including any information regarding the business, personnel and operations of Facility obtained during the course of MercyOne's work or association with Facility; (iv) non-public information that belongs or relates to third parties to whom Facility has an obligation of confidentiality, including other vendors and business associates; and (v) conveyed under this Agreement that is identified in writing as confidential at the time of its conveyance or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- ii. Limited Uses of Confidential Information. Facility shall have the right to use MercyOne's Confidential Information for its internal analysis and to disclose such information to third party consultants who assist in the performance of such analyses pursuant to a confidentiality agreement.
- iii. Agreement Confidentiality. Except for internal business purposes, the existence of this Agreement and its terms is confidential. MercyOne may not make any public statement, including a press release, customer list or advertisement, describing Facility's relationship with MercyOne or Facility's endorsement of MercyOne without the prior written consent of Facility. Notwithstanding the foregoing, the parties acknowledge that this agreement is a public record under provision of Iowa Open Records law.

- B. Security. Each party must establish and maintain commercially reasonable security practices, including administrative, physical and technical safeguards, designed to ensure the following: (a) security and confidentiality of Confidential Information; (b) protection against anticipated threats or hazards to the security or integrity of Confidential Information; and (c) protection against the unauthorized access or use of Confidential Information. MercyOne will immediately notify Facility of any security breach involving its Confidential Information, including any actual or suspected theft, accidental disclosure, or loss of any Confidential Information and/or any unauthorized intrusions into the facilities or secure systems which contain Confidential Information. Such notice shall include a detailed description of the security breach, including the nature of the Confidential Information disclosed and the corrective action MercyOne has taken to prevent further security breaches.

7. INSURANCE AND INDEMNIFICATION

- A. Indemnification by MercyOne. MercyOne shall indemnify and hold harmless Facility and its affiliates, employees, agents, directors, and officers, against any and all liability arising out of MercyOne's failure to comply with the terms or conditions of this Agreement or for injury, loss, claims or damages arising from MercyOne's negligence or willful misconduct, in performing under or in any way connected with this Agreement.
- B. Indemnification by Facility. To the extent permitted by law, Facility shall indemnify and hold harmless MercyOne and its affiliates, employees, agents, directors, and officers, against any and all liability arising out of Facility's failure to comply with the terms or conditions of this Agreement or for injury, loss, claims or damages arising from Facility's negligence or willful misconduct, in performing under or in any way connected with this Agreement.
- C. Both Parties Have Responsibility. If both parties have an obligation to the other under the foregoing provisions, tort comparative fault principles shall be applied to allocate payment between the parties.
- D. Insurance. MercyOne shall maintain in force, at MercyOne's sole cost and expense, the insurance coverage described below. MercyOne may provide insurance through a program of self-insurance. These limits may be satisfied in combination with applicable excess or umbrella coverage, following form of the general liability insurance.
- i. General liability insurance, covering bodily and personal injury, property damage, and contractual liability, in a minimum amount of One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) in the annual aggregate.
 - ii. If applicable to the Services provided, professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate.
 - iii. Workers compensation insurance in an amount to satisfy state minimums.

8. MISCELLANEOUS

- A. Independent Contractors. At all times hereunder, the parties shall be independent contractors. Neither MercyOne, nor MercyOne's Personnel, shall be deemed to be agents or employees of Facility. This Agreement is not intended to establish a partnership, joint venture, employer-employee or joint employer relationship. MercyOne is responsible for all salaries, payroll taxes and other taxes, benefits, fees, and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, workers' compensation premiums and all similar taxes, payments, and any penalties and fines relating thereto), attributable to each of its Personnel. Neither MercyOne nor any MercyOne Personnel shall have any power or authority to bind Facility to contractual or other obligations.
- B. Employee Inducement. During the Term of This Agreement and for one (1) year thereafter, Facility will not directly or indirectly, whether as an individual, advisor, employee, agent, or otherwise take any action to induce any employee to cease his or her employment with MercyOne.
- C. Access to Audit. MercyOne shall permit Facility (or its agents) access to conduct periodic audits of its records relating to MercyOne's compliance with the terms of this Agreement, including without limitation, use of Facility data, invoices, volume reports and discounts. The audits shall be conducted upon reasonable advance notice during regular business hours and in such a manner as not to unduly interfere with MercyOne's operations.
- D. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, at the addresses below or upon actual receipt by the other party. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

Facility: Woodbury County Juvenile Detention
822 Douglas St, Suite 401
Sioux City, IA 51101
Attn: Ryan Weber

MercyOne: MercyOne Siouxland Medical Center
801 5th Street
Sioux City, Iowa 51101
Attn: President

- E. Notification of Incidents. MercyOne agrees to notify Facility within a reasonable time after becoming aware of any incidents, occurrences, asserted or unasserted claims, or patient-related causes of action involving MercyOne's performance under this Agreement.

- F. Dispute Resolution. MercyOne and Facility will attempt to settle any claim or controversy arising from this Agreement through negotiation in good faith. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Unless either party has issued a notice of termination, the parties will continue to fulfill their obligations under this Agreement while working towards resolution of any dispute.
- G. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Iowa without regard for principles of choice of law.
- H. Entire Agreement and Amendment. This Agreement, including all Exhibits referenced herein, constitutes the entire agreement between the parties concerning the subject matter herein and may not be amended except by an agreement signed by an authorized representative of Facility and MercyOne.
- I. Waiver. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.
- J. Enforceability. This Agreement is intended for the benefit of the parties only. There are no other intended third party beneficiaries.
- K. Subcontractors. MercyOne shall require that all subcontractors comply with the terms of this Agreement, including confidentiality requirements. MercyOne remains responsible for the performance of its subcontractors and the acts or omissions of MercyOne's subcontractors shall be deemed to be the acts or omissions of MercyOne.
- L. Assignment. Neither party may assign this Agreement without the prior consent of the other party, which will not unreasonably be withheld.
- M. Survivability. Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, warranty and choice of law.

The signature page follows.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement, effective as of the Effective Date.

FACILITY

MERCYONE

By: _____

By: _____

Name: _____

Name: Beth Hughes

Title: Chairman of the Board

Title: President

Dated: _____

Dated: _____

By: _____

Name: _____

Title: Department Head

Dated: _____

EXHIBIT A – SERVICES

In performing the duties required under this Agreement, MercyOne agrees to the following:

- Provide a nurse (upon approval of facility), on a .05 full time equivalent (2 hours per week) basis to provide healthcare related services to Facility's employees.
 - Services will include, but not necessarily be limited to the following:
 - Triaging occupational work injuries
 - Ongoing management of occupational work injuries.
 - Conducts nurse pre-employment assessments
 - Conducts urine drug screen
 - Conducts Audiograms
 - Administers injections and/or immunizations
 - In the event of absence of the nurse due to illness, PTO, or otherwise, MercyOne shall make its best efforts to provide a suitable replacement to Facility
- Provide a Medical Director, who will provide Services including, but not limited to the following: oversight of the nurses; clinical guidance and support; assistance with on-site nursing medical directives and annual review; signing off on orders and vaccinations

MercyOne and Facility agree to meet periodically throughout the Term of this Agreement to discuss mutually agreed upon quality indicators that will be monitored.

In the event that Facility desires to increase the staffing levels under this Agreement, the parties shall meet to discuss a change in staffing levels and appropriate compensation. Any such change shall be documented in an amendment to this Agreement.

EXHIBIT B – COMPENSATION

In exchange for the Services of the nurse, Facility agrees to compensate MercyOne in the amount of Fifty-seven dollars and fifty cents (\$57.50) per hour. A Fifteen percent shift differential will be charged for leased employees scheduled to work evening or weekend shifts. Overtime will be an additional charge per hour equal to One Hundred Fifty Percent (150%) of the hourly charge. Payments will be invoiced on a monthly basis. This amount includes the salary, benefits, and administrative charges for the Leased Employee.

In exchange for Medical Director Services, Facility agrees to compensate MercyOne in the amount of Four Hundred Dollars (\$400) per hour.

Facility agrees as supplies and miscellaneous expenses are utilized will be invoiced on a monthly basis. Facility agrees that services and testing conducted at MercyOne clinics or facilities will be invoiced on a monthly basis.

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

Date: 1/27/2022 Weekly Agenda Date: 2/1/2022

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

WORDING FOR AGENDA ITEM:

Consider approval of right of way easements adjacent to Prairie Hills property

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County is proposing to sell the county farm/Prairie Hills property. Prior to selling the property, the road department is requesting the dedication of additional road easements.

BACKGROUND:

The County Road Department is requesting additional right of way easements prior to any transfer of ownership of the county home property to allow future maintenance and construction on roads adjacent to the property.

FINANCIAL IMPACT:

There is no cost for the right of way dedication.

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 right of way easements.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the right of way easements at the county farm property and direct the chair to sign the documents.

THIS DOCUMENT WAS PREPARED BY MARK NAHRA, WOODBURY COUNTY ENGINEER'S OFFICE, 759 E. FRONTAGE RD., MOVILLE, IA 51039, 712-873-3215
RETURN TO: MARK NAHRA, BY INTEROFFICE MAIL

EASEMENT FOR PUBLIC HIGHWAY

KNOWN ALL PERSONS BY THESE PRESENTS THAT:

WOODBURY COUNTY

In consideration of the lump sum of ONE DOLLAR (\$1.00), in hand paid by Woodbury County, hereby grants unto said Woodbury County a permanent easement upon seller's real estate, hereafter referred to as the premises, for the purpose of highway construction and maintenance.

Said premises is situated in the County of Woodbury, State of Iowa, to-wit:

Buchanan Avenue in Section 14-88-47
South of Old Highway #141

All that part of the Southwest ¼ of the Southwest ¼ of Section 14, Township 88 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Beginning at the Southwest corner of said Section 14; thence North 0° 00' 08" East along the West line of said Southwest ¼ of the Southwest ¼ for 1138.29 feet; thence South 43° 36' 26" East for 94.24 feet; thence South 0° 00' 08" West for 1070.19 feet to the South line of said Southwest ¼ of the Southwest ¼; thence North 89° 52' 45" West along said South line for 65.00 feet to the point of beginning.

Said described parcel contains 1.648 acres, more or less.

and **Woodbury County by its Board of Supervisors** hereby covenant with the said Woodbury County that **Woodbury County by its Board of Supervisors** are lawfully seized of said premises; that said premises are free from encumbrance, that there are no known wells, solid waste disposal sites, hazardous wastes, underground storage tanks, or any other similar hazardous conditions adversely affecting the environment, that **Woodbury County by its Board of Supervisors** have good and lawful authority to sell and convey the same, and **Woodbury County by its Board of Supervisors** hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Signed on this _____ day of _____ A.D. 2022

STATE OF IOWA)
Woodbury County)s.s
)

Chair, Woodbury County Board of Supervisors

Attest: Woodbury County Auditor

On this ___ day of _____ A.D. 2022, before me, the undersigned Notary Public, personally appeared to me known **Keith Radig and Patrick Gill** to be the person(s) named herein and who executed the foregoing instrument, and acknowledge that **Keith Radig and Patrick Gill** executed the same as a voluntary act and deed.

Notary Public in and for said County

Seal or Stamp above

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Said premises is situated in the County of Woodbury, State of Iowa, to-wit:

Buchanan Avenue in Section 23-88-47

All that part of the Northwest ¼ of Section 23, Township 88 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Beginning at the Northwest corner of said Section 23; thence South 0°46'46" West along the West line of said Northwest ¼ for 2202.20 feet; thence South 89°13'14" East for 55.00 feet; thence North 0°46'46" East for 2202.83 feet to the North line of said Northwest ¼; thence North 89°52'45" West along said North line for 55.00 feet to the point of beginning.

Said described parcel contains 2.781 acres, more or less, which includes 1.264 acres in existing roadway easement.

and **Woodbury County by its Board of Supervisors** hereby covenant with the said Woodbury County that **Woodbury County by its Board of Supervisors** are lawfully seized of said premises; that said premises are free from encumbrance, that there are no known wells, solid waste disposal sites, hazardous wastes, underground storage tanks, or any other similar hazardous conditions adversely affecting the environment, that **Woodbury County by its Board of Supervisors** have good and lawful authority to sell and convey the same, and **Woodbury County by its Board of Supervisors** hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

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Said premises is situated in the County of Woodbury, State of Iowa, to-wit:

County Home Road in Section 23-88-47

All that part of the Northwest ¼ of Section 23, Township 88 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Commencing at the Northwest corner of said Section 23; thence South 89° 52' 45" East along the North line of said Northwest ¼ of Section 23 for 55.00 feet to the point of beginning; thence continuing South 89° 52' 45" East along said North line for 1450.82 feet; thence South 59° 43' 02" East for 119.42 feet; thence North 89° 52' 45" West for 1554.76 feet; thence North 0° 46' 46" East for 60.00 feet to the point of beginning.

Said described parcel contains 2.070 acres, more or less.

and **Woodbury County by its Board of Supervisors** hereby covenant with the said Woodbury County that **Woodbury County by its Board of Supervisors** are lawfully seized of said premises; that said premises are free from encumbrance, that there are no known wells, solid waste disposal sites, hazardous wastes, underground storage tanks, or any other similar hazardous conditions adversely affecting the environment, that **Woodbury County by its Board of Supervisors** have good and lawful authority to sell and convey the same, and **Woodbury County by its Board of Supervisors** hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

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STATE OF IOWA

Woodbury County)
)s.s
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Chair, Woodbury County Board of Supervisors

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North of Old Highway #141

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Commencing at the Southwest corner of said Section 14; thence North 0° 00' 08" East along the West line of said Southwest ¼ for 1283.27 feet to the point of beginning; thence continuing North 0° 00' 08" East along said West line for 1395.17 feet to the West ¼ corner of said Section 14; thence South 89° 32' 09" East along the North line of said Southwest ¼ for 60.00 feet; thence South 0° 00' 08" West for 1457.89 feet; thence North 43° 36' 26" West for 86.99 feet to the point of beginning.

Said described parcel contains 1.965 acres more or less, which includes 1.070 acres in existing roadway easement.

and **Woodbury County by its Board of Supervisors** hereby covenant with the said Woodbury County that **Woodbury County by its Board of Supervisors** are lawfully seized of said premises; that said premises are free from encumbrance, that there are no known wells, solid waste disposal sites, hazardous wastes, underground storage tanks, or any other similar hazardous conditions adversely affecting the environment, that **Woodbury County by its Board of Supervisors** have good and lawful authority to sell and convey the same, and **Woodbury County by its Board of Supervisors** hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

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Commencing at the Southwest corner of said Section 14; thence South 89° 52' 45" East along the South line of said Southwest ¼ of the Southwest ¼ for 65.00 feet to the point of beginning; thence continuing South 89° 52' 45" East along said South line for 1266.77 feet to the Southeast corner of said Southwest ¼ of the Southwest ¼, thence North 0° 04' 33" West along the East line of said Southwest ¼ of the Southwest ¼ for 60.00 feet; thence North 89° 52' 45" West for 1266.69 feet; thence South 0° 00' 08" West for 60.00 feet to the point of beginning.

Said described parcel contains 1.745 acres, more or less.

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Old Highway #141 in Section 23-88-47

All that part of the Northeast ¼ of the Northwest ¼ of Section 23, Township 88 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Commencing at the Northwest corner of said Section 23; thence South 89° 52' 45" East along the North line of the Northwest ¼ of said Section 23 for 1605.33 feet to the centerline of Old Highway #141 and the point of beginning; thence South 59° 43' 02" East along said centerline for 547.70 feet; thence Southeasterly along said centerline for 315.21 feet on an 1145.92 foot radius curve, concave Southwesterly, having a long chord of 314.22 feet, bearing South 51° 50' 13" East; thence South 43° 57' 24" East along said centerline for 466.81 feet to the East line of said Northeast ¼ of the Northwest ¼ of Section 23; thence South 1° 00' 33" West along said East line for 70.75 feet; thence North 43° 57' 24" West for 516.87 feet; thence Northwesterly for 301.45 feet on a 1095.92 foot radius curve, concave Southwesterly, having a long chord of 300.51 feet, bearing North 51° 50' 13" West; thence North 59° 43' 02" West for 633.74 feet to the North line of said Northeast ¼ of the Northwest ¼ of Section 23; thence South 89° 52' 45" East along said North line for 99.51 feet to the point of beginning.

Said described parcel contains 1.597 acres, more or less, which includes 1.038 acres in existing roadway easement.

and **Woodbury County by its Board of Supervisors** hereby covenant with the said Woodbury County that **Woodbury County by its Board of Supervisors** are lawfully seized of said premises; that said premises are free from encumbrance, that there are no known wells, solid waste disposal sites, hazardous wastes, underground storage tanks, or any other similar hazardous conditions adversely affecting the environment, that **Woodbury County by its Board of Supervisors** have good and lawful authority to sell and convey the same, and **Woodbury County by its Board of Supervisors** hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Signed on this _____ day of _____ A.D. 2022

STATE OF IOWA)
Woodbury County)s.s
)

Chair, Woodbury County Board of Supervisors

Attest: Woodbury County Auditor

On this ____ day of _____ A.D. 2022, before me, the undersigned Notary Public, personally appeared to me known **Keith Radig and Patrick Gill** to be the person(s) named herein and who executed the foregoing instrument, and acknowledge that **Keith Radig and Patrick Gill** executed the same as a voluntary act and deed.

Notary Public in and for said County

Seal or Stamp above

THIS DOCUMENT WAS PREPARED BY MARK NAHRA, WOODBURY COUNTY ENGINEER'S OFFICE, 759 E. FRONTAGE RD., MOVILLE, IA 51039, 712-873-3215
RETURN TO: MARK NAHRA, BY INTEROFFICE MAIL

EASEMENT FOR PUBLIC HIGHWAY

KNOWN ALL PERSONS BY THESE PRESENTS THAT:

WOODBURY COUNTY

In consideration of the lump sum of ONE DOLLAR (\$1.00), in hand paid by Woodbury County, hereby grants unto said Woodbury County a permanent easement upon seller's real estate, hereafter referred to as the premises, for the purpose of highway construction and maintenance.

Said premises is situated in the County of Woodbury, State of Iowa, to-wit:

Old Highway #141 In Section 14-88-47

All that part of the Southwest ¼ of the Southwest ¼ of Section 14, Township 88 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Commencing at the Southwest corner of said Section 14; thence North 0° 00' 08" East along the West line of said Southwest ¼ of the Southwest ¼ of Section 14, for 1210.78 feet to the centerline of Old Highway #141 and the point of beginning; thence continuing North 0° 00' 08" East along said West line for 72.49 feet; thence South 43° 36' 26" East for 751.61 feet; thence Southeasterly for 308.14 feet on a 1095.92 foot radius curve, concave Northeasterly, having along chord of 307.13 feet, bearing South 51° 39' 44" East; thence South 59° 43' 02" East for 662.53 feet to the East line of said Southwest ¼ of the Southwest ¼ of Section 14; thence South 0° 04' 33" East along said East line for 115.89 feet; thence North 59° 43' 02" West for 721.11 feet; thence Northwesterly for 336.26 feet on an 1195.92 foot radius curve, concave Northeasterly, having a long chord of 335.15 feet, bearing North 51° 39' 44" West; thence North 43° 36' 26" West for 646.64 feet to the West line of said Southwest ¼ of the Southwest ¼ of Section 14; thence North 0° 00' 08" East along said West line for 72.49 feet to the point of beginning.

Said described parcel contains 3.933 acres, more or less, which includes 2.596 acres in existing roadway easement.

and **Woodbury County by its Board of Supervisors** hereby covenant with the said Woodbury County that **Woodbury County by its Board of Supervisors** are lawfully seized of said premises; that said premises are free from encumbrance, that there are no known wells, solid waste disposal sites, hazardous wastes, underground storage tanks, or any other similar hazardous conditions adversely affecting the environment, that **Woodbury County by its Board of Supervisors** have good and lawful authority to sell and convey the same, and **Woodbury County by its Board of Supervisors** hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Signed on this _____ day of _____ A.D. 2022

STATE OF IOWA)
Woodbury County)s.s
)

Chair, Woodbury County Board of Supervisors

Attest: Woodbury County Auditor

On this ____ day of _____ A.D. 2022, before me, the undersigned Notary Public, personally appeared to me known **Keith Radig and Patrick Gill** to be the person(s) named herein and who executed the foregoing instrument, and acknowledge that **Keith Radig and Patrick Gill** executed the same as a voluntary act and deed.

Notary Public in and for said County

Seal or Stamp above

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

Date: 1-22-2022

Weekly Agenda Date: 2-1-2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisors Taylor & Ung

WORDING FOR AGENDA ITEM:

Approval to hire a Farm Management Company to manage the sale of the county farm, and setting a closed session to discuss parameters of the public auction

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board of Supervisors has agreed to move forward with the sale of the county farm. We believe that Stalcup Ag is a prominent, local, and efficient management firm that can best handle the sale of the county farm and help taxpayers realize maximum benefit from this prime piece of farmland the county acquired several decades ago. Given the overall market prices and trends, this is an ideal time to sell.

BACKGROUND:

Stalcup Ag is based in Iowa, was previously hired by the board to provide an appraisal, and retains in-house auctioneers. They have definitive recommendations that can be shared to include the best way to divide parcels, advertise the land, and make a sound decision (see additional information). They recently managed a sale gaining over \$13,000 / acre near Danbury.

"In 1942, Buck Stalcup started with a vision to build a business and career for himself that turned into a thriving regional farm management company. From the beginning to the present, simple core values drive Stalcup's success--integrity, ingenuity, and initiative combined with personalized client service. Stalcup Ag Service now employs 13 people, managing over 100,000 acres of farmland plus appraisal, real estate and consultation services."

(From <https://www.stalcupag.com/>)

FINANCIAL IMPACT:

\$20,000 flat fee, plus 0.75% commission.

This will include all advertising, auctioneering, and management. Given the size and scope of the project, this is a reasonable overall fee given that commission fees on a project this size with estimates of what the county farm could yield at a scope at 3-5% would be much higher.

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:

(see below)

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Stalcup Ag Service, Inc. to manage the advertising, auctioneering, and sale of the Woodbury County Farm at a flat fee of \$20,000 plus 0.75% of the sale price.

Motion to set a closed session for Tuesday, February 8 at _____ for the Board of Supervisors to discuss best conditions, timing, and other parameters for the sale with Stalcup Ag Service, Inc.

Running Tally Report for Tax Askings
Proposed FY 2023
Updated - January 26, 2022

To hold the line on the tax rates for the General Basic Fund, General Supplemental Fund and Rural Basic Fund Projected Taxes exceed Current FY 22 Taxes by the following amounts.*

	<u>To Hold the Line to the Current Rates of FY 22 Proposed Tax Revenues over Current Tax Revenues</u>				<u>Mandated Taxes</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 3, 2022 - Potential Increase in Taxes	(3,765,585)	(2,749)	(527,644)	(4,295,978)	(2,840,739)	2,179,682
New Tax Revenue Growth using FY 22 Tax Rates	918,963	624,294	121,142	1,664,399		
Total of 1,664,399						
To Achieve the Goal of the Same Tax Rate as FY 22	(2,846,622)	621,545	(406,502)	(2,631,579)		
Changes:						
January 3, 2022						
Reductions:						
General Relief	15,000					
Medical Examiner	9,000					
Human Services	15,800					
January 3, 2022 Total Changes	39,800	0	0	39,800	(2,840,739)	2,179,682
Subtotal	(2,806,822)	621,545	(406,502)	(2,591,779)	(2,840,739)	2,179,682

	<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 11, 2022						
Denied Conservation Improvement Request	69,753					
Denied Emergency Services Improvement Request	88,740					
0% increase for Supervisors	49,518					
January 11, 2022 Total Changes	208,011	0	0	208,011	0	0
Subtotal	(2,598,811)	621,545	(406,502)	(2,383,768)	(2,840,739)	2,179,682
January 18, 2022:						
Co. Attorney Collections Revenue Increase	120,390					
Reduced Sheriff's Improvement Request	180,413					
Reduced Bldg. Services LEC Budget	25,000					
January 18, 2022	325,803	0	0	325,803	0	0
Subtotal	(2,273,008)	621,545	(406,502)	(2,057,965)	(2,840,739)	2,179,682
January 25, 2022:						
Increase Juvenile Health Assistance	(1,000)					
Increase in Lunch Revenues	3,000					
Decrease in Secondary Road Minimum Tax Askings			140,000			
Decrease District Health Allocation	360,000					
January 25, 2022	362,000	0	140,000	502,000	0	0
Subtotal	(1,911,008)	621,545	(266,502)	(1,881,768)	(2,840,739)	2,179,682

The Running Total: Current Tax Rates for FY 22

Certified budget April 20, 2021

Woodbury County: County-Wide
\$7.165 / \$1,000

Woodbury County: Rural Unincorporated
\$9.631 / \$1,000

The Running Total: Current Tax Rates for FY 23

Proposed January 3, 2022 Tax Rates

Woodbury County: County-Wide
\$7.614 / \$1,000

+\$0.449

Woodbury County: Rural Unincorporated
\$10.372 / \$1,000

+\$0.741

The Running Total: Current Tax Rates for FY 23

After January 3, 2022 Adjustment

Woodbury County: County-Wide
\$7.607 / \$1,000

+\$0.442

-\$0.007

Woodbury County: Rural Unincorporated
\$10.365 / \$1,000

+\$0.734

-\$0.007

The Running Total: Current Tax Rates for FY 23

After January 11, 2022 Adjustment

Woodbury County: County-Wide
\$7.566 / \$1,000

+\$0.401

-\$0.041

Woodbury County: Rural Unincorporated
\$10.324 / \$1,000

+\$0.693

-\$0.041

The Running Total: Current Tax Rates for FY 23

After January 18, 2022 Adjustment

Woodbury County: County-Wide
\$7.503 / \$1,000

+\$0.338

-\$0.063

Woodbury County: Rural Unincorporated
\$10.261 / \$1,000

+\$0.630

-\$0.063

The Running Total: Current Tax Rates for FY 23

After January 25, 2022 Adjustment

Woodbury County: County-Wide
\$7.433 / \$1,000

+\$0.268

-\$0.070

Woodbury County: Rural Unincorporated
\$10.161 / \$1,000

+\$0.530

-\$0.100