



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(MARCH 15) (WEEK 11 OF 2022)**

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 Taylor 259-7910 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov	Justin Wright 899-9044 jwright@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held March 15, 2022 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

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

Consent Agenda

Items 3 through 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 March 8, 2022 meeting
4. Approval of claims
5. Board Administration – Heather Satterwhite
Approval of Notice of Property Sale Resolution for Parcel #894727230005 (aka 1006 Dubuque Street) for Tuesday, March 29th at 4:35 p.m.
6. Human Resources – Melissa Thomas
Approval of Memorandum of Personnel Transactions

7. CAAS – Jean Logan
 - a. Approval to reappoint Rachelle Green to the Community Action Agency of Siouxland Board of Directors
 - b. Approval to appoint Jill Wanderscheid to the Community Action Agency of Siouxland Board of Directors

8. County Auditor – Patrick Gill
 Approve an application for a 12-month, Class C Liquor License (LC)(Commercial), with outdoor service and Sunday sales privileges for Anthon Golf Course, effective 04/01/2022

9. Secondary Roads – Mark Nahra
 Approve the permit to work in the right of way for the Brown’s Lake area homeowners

End Consent Agenda

- | | | |
|--------------------------------|---|------------------|
| | 10. Deputy Commissioner of Elections – Steve Hofmeyer
Second Tier Canvass of the Westwood CSD Special Election held March 1, 2022 | Action |
| | 11. Building Services – Kenny Schmitz
Approve Impact7G Inc. Professional Services Agreement dated 3/4/2022 in the amount of \$19,970.00 | Action |
| 4:40 p.m.
(Set time) | 12. Board Administration – Dennis Butler <ol style="list-style-type: none"> a. Public hearing on the proposal to sell the County Farm b. Approval of proposal of sell of the County Farm as set forth in the Board’s Resolution #13,401 dated March 1, 2022 | Action
Action |
| | 13. Board of Supervisors – Matthew Ung & Jeremy Taylor
Authorize a Request for Proposal regarding the selection of a law firm for collective bargaining and union negotiations, and for that RFP to return to board for approval at a future meeting | Action |
| | 14. Reports on Committee Meetings | Information |
| | 15. Citizen Concerns | Information |
| | 16. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WED., MAR. 16	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., MAR. 17	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., MAR. 18	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
TUE., MAR. 22	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
WED., MAR. 23	10:30 a.m.	Western Iowa Tourism Region Meeting Lake City, Iowa
	2:30 p.m.	Rolling Hills Community Services Region Governance Board Meeting
THU., MAR. 24	1:30 p.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, Hybrid
	11:15 a.m.	Western Iowa Community Improvement Regional Housing Trust Fund, Hybrid
MON., MAR. 28	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
FRI., APR. 1	9:00 a.m.	Hungry Canyons Alliance Spring Quarterly Meeting, Atlantic, Iowa
MON., APR. 4	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
WED., APR. 6	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
THU., APR. 7	10:00 a.m.	COAD Meeting, The Security Institute
	12:00 p.m.	SIMPCO Regional Policy and Legislative Affairs Committee, Hybrid
WED., APR. 13	7:30 a.m.	SIMPCO Executive-Finance Committee, Hybrid
	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	10:00 a.m.	STARComm Board Meeting, The Security Institute, WIT Campus
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
THU., APR. 14	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St.
	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

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.

MARCH 8, 2022, TENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, March 8, 2022 at 4:30 p.m. Board members present were Taylor, Ung, Radig, De Witt, and Wright. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget Tax/Analyst, Joshua Widman, Assistant County Attorney and Patrick Gill, Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by Radig second by Taylor to approve the agenda for March 8, 2022. Carried 5-0. Copy filed.
Motion by Taylor second by Radig to approve the following items by consent:
 3. To approve minutes of the March 1, 2022 meeting. Copy filed.
 4. To approve the claims totaling \$1,257,995.63. Copy filed.
 - 5a. To approve the refund of property tax for parcel #894308100004 in the amount of \$23.00. Copy filed.
 - 5b. To approve the refund of property tax for parcel #884705118012 in the amount of \$125.62. Copy filed.
 - 6a. To approve the separation of Andrew Britton, Assistant Director, Juvenile Detention Dept., effective 02-25-22. Separation.; the separation of David Gleiser, Director, Community Economic Development Dept., effective 03-04-22. Resignation.; the separation of Jill Gilmore, Assistant Director, Juvenile Detention Dept., effective 03-12-22. Resignation.; and the reclassification of Tristen Vanderschaaf, Civilian Jailer, County Sheriff Dept., effective 03-21-22, \$21.88/hour, 4%=\$.86/hour. Per CWA Civilian Officers Contract agreement, from Class 3 to Class 2. Copy filed.
 - 6b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for a (2) Assistant Directors, Juvenile Detention Dept. Wage Plan: \$63,398.16-\$72,347.78/year. Copy filed.
7. To approve the permit to work in right of way for CF Industries. Copy filed.

Carried 5-0.

8. Steve Hofmeyer, Deputy Commissioner of Elections, presented the Official Canvass results for the Lawton-Bronson and Westwood Special School Elections held on March 1, 2022, were as follows:

For the public measure

Public Measure WL

Shall the following public measure be adopted?

Woodbury

For the question, there were: One hundred twenty-one (121) votes

Against the question, there were: Thirteen (13) votes

TOTAL One hundred thirty-four (134) votes

We therefore declare the public measure "Shall the following public measure be adopted?" to be adopted.

GRAND TOTAL One hundred thirty-four (134) votes

For the public measure

Public Measure WW

Shall the following public measure be adopted?

Woodbury

For the question, there were: Ninety-two (92) votes

Against the question, there were: Nine (9) votes

TOTAL One hundred one (101) votes

We therefore declare the public measure "Shall the following public measure be adopted?" to be adopted.

GRAND TOTAL One hundred one (101) votes

Motion by De Witt second by Radig to receive for signatures the canvass of special elections held on March 1, 2022 for the Lawton-Bronson and Westwood Community School Districts. Carried 5-0.

9. Motion by Taylor second by Ung to change budgeted line items 0001-4-03-9020-11000, 0001-4-03-9020-60000, and 0001-1-03-9020-42100 thereby increasing corresponding revenues by \$95,000. Carried 5-0. Copy filed.

11a. Motion by Radig second by De Witt to receive the final staff report and Zoning Commission's recommendation from their 2/28/22 meeting. Carried 5-0. Copy filed.

11b. Motion by Radig second by Ung to approve and authorize the Chairperson to sign a Resolution accepting and approving the final plat of Infinite View Addition to Woodbury County, Iowa. Carried 5-0.

**RESOLUTION #13,403
ACCEPTING INFINITE VIEW ADDITION
INTO WOODBURY COUNTY**

WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE 28TH DAY OF FEBRUARY 2022, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS INFINITE VIEW ADDITION, WOODBURY COUNTY, IOWA; AND

WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA, AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND

WHEREAS, THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND

WHEREAS THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF INFINITE VIEW ADDITION, WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNERS AND PROPRIETORS A CERTIFIED COPY OF THE RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 8TH DAY OF MARCH, 2022.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

11c. Motion by Taylor second by Radig to set the date and time for 3 public hearings for the Zoning Ordinance Text Amendment for 03/22/22 at 4:40 p.m., 3/29/22 at 4:40 p.m., and 4/5/22 at 4:40 p.m. Carried 5-0. Copy filed.

10a. A public hearing was held at 4:40 p.m. on the FY 23 county maximum property tax dollars. The Chairperson called on anyone wishing to be heard.

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

10b. Motion by De Witt second by Radig to approve and authorize the Chairperson to sign a Resolution approval of FY 23 Maximum Property Tax Dollars. Carried 5-0.

**APPROVAL OF FY23 MAXIMUM PROPERTY TAX DOLLARS
RESOLUTION #13,404**

WHEREAS, the Woodbury County Board of Supervisors have considered the proposed FY23 county maximum property tax dollars for both General County Services and Rural County Services, and

WHEREAS, a notice concerning the proposed county maximum property tax dollars was published as required and posted on county web site and/or social media accounts if applicable, and

WHEREAS, a public hearing concerning the proposed county maximum property tax dollars was held on March 8, 2022,

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Woodbury County that the maximum property tax dollars for General County Services and Rural County Services for FY23 shall not exceed the following:

General County Services - \$31,466,604

Rural County Services - \$3,434,653

The Maximum Property Tax dollars requested in either General County Services or Rural County Services for FY23 represents an increase over 102% from the Maximum Property Tax dollars requested for FY22

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 10c. Motion by Taylor second by Radig to set the public hearing for the FY23 proposed budget on March 29, 2022 at 4:45 p.m. Carried 5-0.
- 12a. Motion by Radig second by Taylor to approve the contract with Calhoun Burns and Associates for bridge inspection for calendar year 2022. Carried 5-0. Copy filed.
- 12b. Motion by Taylor second by Radig to approve the plans for project #STBG-SWAP-C097(144)—FG-97. Carried 5-0. Copy filed.
- 13. Motion by Taylor second by Radig to approve the Fiscal Year 22-23 County Parking Plan. Carried 5-0. Copy filed.
- 14. Motion by Radig second by De Witt to defer action to approve an Ordinance to provide special valuation of wind energy conversion property as provided by Iowa Code Section 427B.26. Carried 5-0. Copy filed.
- 15. The Board heard reports on committee meetings.
- 16. There were no citizen concerns.
- 17. Board concerns were heard.

The Board adjourned the regular meeting until March 15, 2022.

Meeting sign in sheet. Copy filed.

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #894727230005

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

**Lot Five (5) in Block Nineteen (19) of Coles Addition to Sioux City, in the County of Woodbury and State of Iowa
(1006 Dubuque 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 **29th Day of March, 2022 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 **29th Day of March, 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 \$212.00** 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 15th Day of March, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Bonnie Silbernager Date: 4-28-17
Address: 1010 Dubuque St. Phone: 203-6427

Address or approximate address/location of property interested in:

1006 Dubuque St.

GIS PIN # 894727230005

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

Legal Description:

Lot 5 Bk 19 Cotes Acdln.

Tax Sale #/Date: 1290/2007 Parcel # _____

Tax Deeded to Woodbury County on: 2/15/2002

Current Assessed Value: Land \$7,600 Building 0 Total \$7,600

Approximate Delinquent Real Estate Taxes: \$2,392.00

Approximate Delinquent Special Assessment Taxes: \$30,964.00

*Cost of Services: \$132

Inspection to: Matthew Ung Date: _____

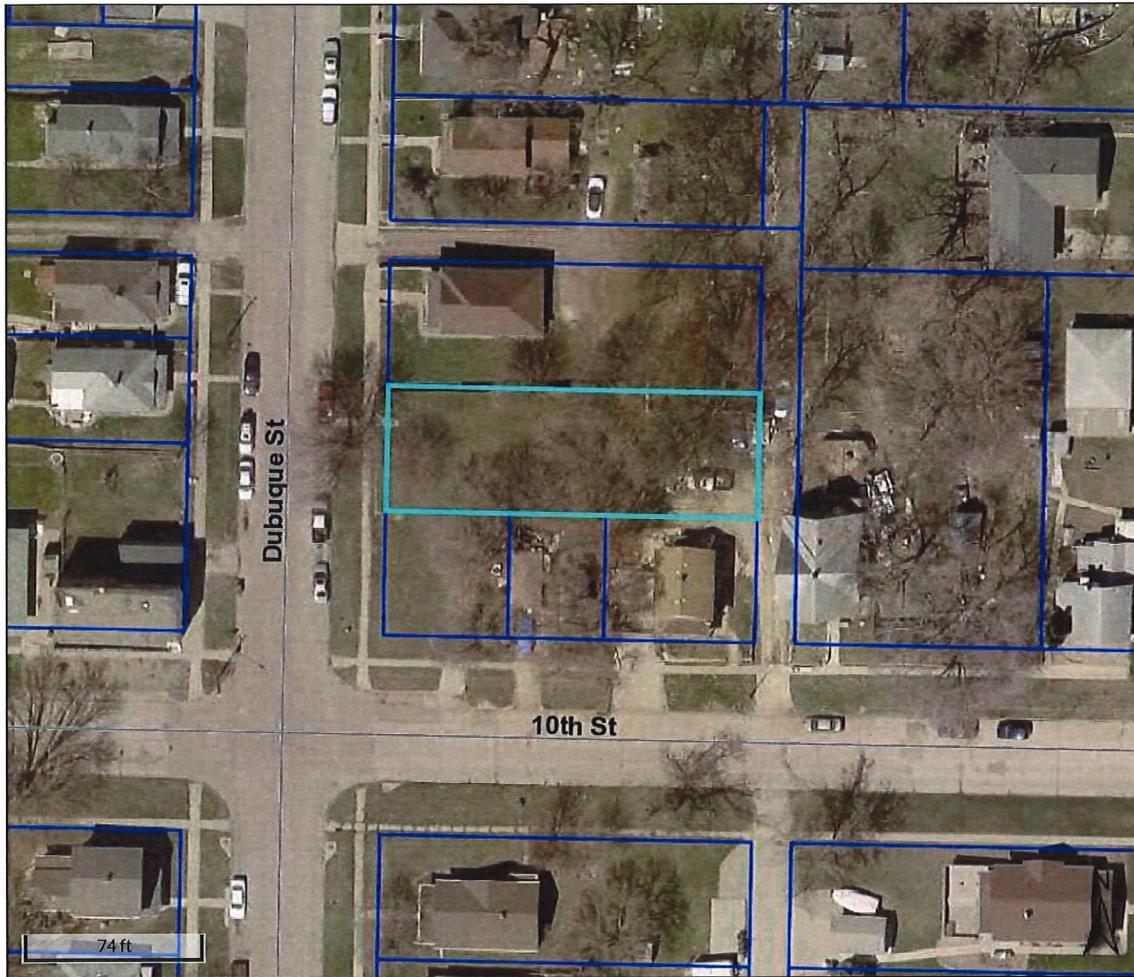
Minimum Bid Set by Supervisor: \$80 plus \$132 for costs. Total: \$212

Date and Time Set for Auction: Tuesday, March 29th @ 4:35

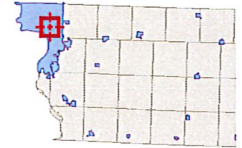
* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID	894727230005	Alternate ID	113625	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1006 DUBUQUE ST	Acreage	n/a		SIOUX CITY, 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	COLES LOT 5 BLK 19				

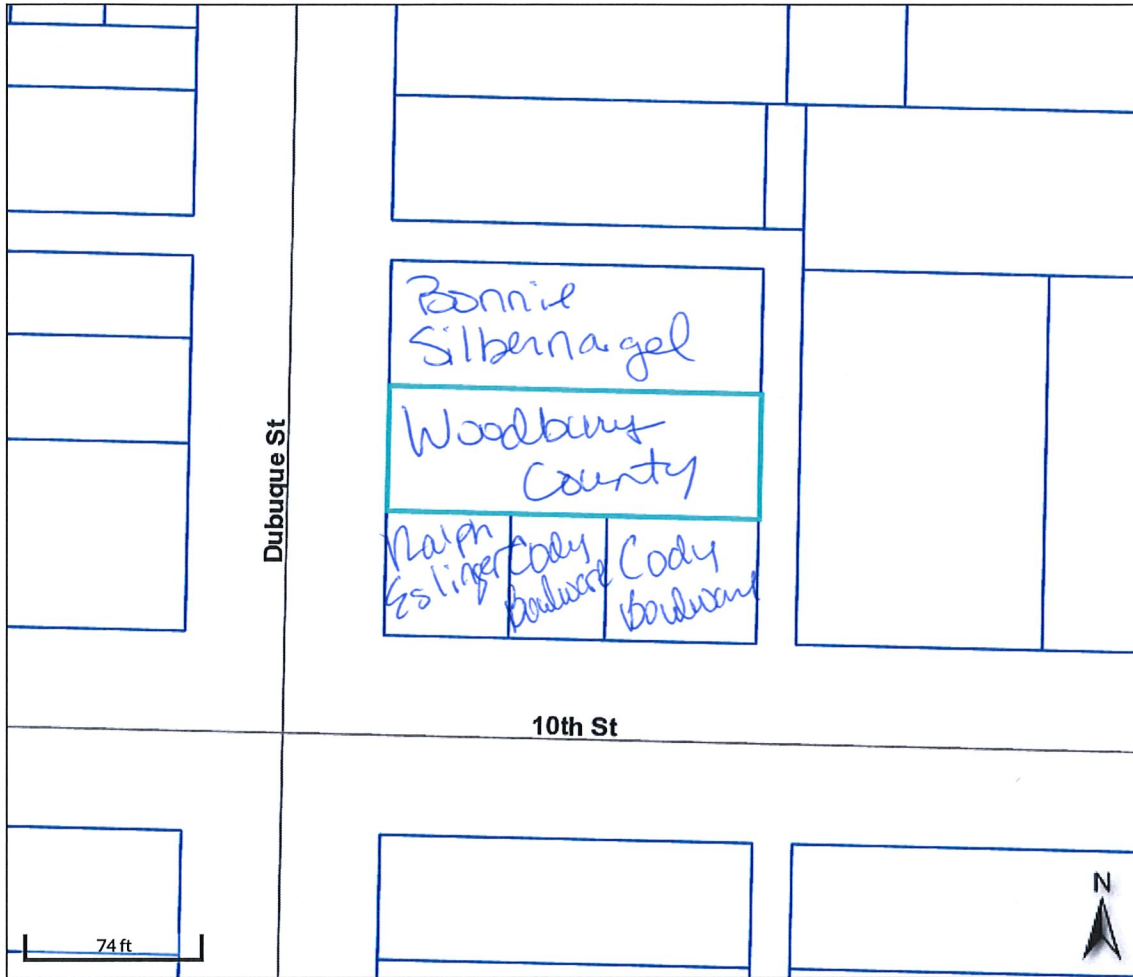
(Note: Not to be used on legal documents)

Date created: 3/8/2022
Last Data Uploaded: 3/7/2022 7:21:38 PM

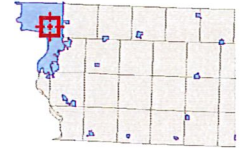
Developed by Schneider
GEOSPATIAL



Beacon™ Woodbury County, IA / Sioux City



Overview



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- Roads
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Parcel ID	894727230005	Alternate ID	113625	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1006 DUBUQUE ST	Acreage	n/a		SIOUX CITY, 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	COLES LOT 5 BLK 19				

(Note: Not to be used on legal documents)

Date created: 3/8/2022
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Developed by Schneider
 GEOSPATIAL

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: March 15, 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
Raymond, Patricia	County Treasurer	3-21-22	Clerk II	\$22.80/hour	10.5%=\$2.20/ hour	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 4 to Grade 3/Step 5.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas

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

Date: ____3/9/2022_____

Weekly Agenda Date: ____3/15/2022_____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _Jean Logan, Executive Director of the Community Action Agency of Siouxland__

SUBJECT: __Community Action Agency of Siouxland Board Appointment of Rachelle Green as the Welfare Representative & Jill Wanderscheid as the City of Sioux City Community Development Representative

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Appointment of Rachelle Green and Jill Wanderscheid to the Community Action Agency of Siouxland Board of Directors to complete the term ending March, 2025

EXECUTIVE SUMMARY: One third (the equivalent of 7 seats) of the Community Action Agency Board of Directors is appointed by the Woodbury County Board of Supervisors, serving as their representatives. Traditionally one of the county board members has filled one of the seats and the remaining six positions have been filled representing specific areas. Rachelle Green has been serving as the Welfare Representative since 2019. Jill Wanderscheid will be replacing Ron Engle as the City's Community Development representative. Ron's term expires at the end of this month. He has taken another position within the city

BACKGROUND: Board terms are staggered, the appointment would be for a three-year term beginning April 1, 2022, ending March, 2025.

FINANCIAL IMPACT:

None

RECOMMENDATION: Approve Rachelle's re-appointment and Jill's appointment

ACTION REQUIRED / PROPOSED MOTION: Approve the appointment of Rachelle Green and Jill Wanderscheid to the Community Action Agency Board of Directors for a three-year term ending March, 2025.

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

Date: 3/9/22 Weekly Agenda Date: 3/15/22

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Auditor - Pat Gill

WORDING FOR AGENDA ITEM:

Consideration and approval for liquor license for Anthon Golf Course, Anthon, Iowa

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

n/a

BACKGROUND:

n/a

FINANCIAL IMPACT:

Unknown at this time

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 Motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve an application for a 12-Month, Class C Liquor License (LC)(Commercial), with Outdoor Service and Sunday Sales privileges for Anthon Golf Course, effective 04/01/2022.

**Office Of The
AUDITOR/RECORDER
Of Woodbury County**

PATRICK F. GILL
Auditor/Recorder



Court House – Rooms 103
620 Douglas
Sioux City, Iowa 51101

Phone (712) 279-6702
Fax (712) 279-6629

To: Board of Supervisors

From: Patrick F. Gill, Auditor & Recorder *MFG Deputy*

Date: March 9, 2022

Subject: Liquor License Application for the Anthon Golf Course, Anthon, Iowa.

Please approve and receive for signature, an applicaton for a 12-month, Class C Liquor License (LC) (Commercial), with Outdoor Service and Sunday sales privileges, for the Anthon Golf Course, Anthon, Iowa. The license would be effective 04/01/22 through 03/31/23.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
Anthorn Golf Club Inc.	Anthorn Golf Course	(712) 373-5774	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
2236 hwy 31 South	Anthorn	Woodbury	51004
MAILING ADDRESS	CITY	STATE	ZIP
PO Box 277	Anthorn	Iowa	51004

Contact Person

NAME	PHONE	EMAIL
Kari Cassens	(712) 253-7430	anthongolfcourse@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0037482	Class C Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 1, 2022	Mar 31, 2023	

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Connie Westphal	Anthon	Iowa	51004	Member	0.00	Yes
Joel Westphal	Anthon	Iowa	51004	Member	0.00	Yes
anthony collins	Anthon	Iowa	51004	director	0.00	Yes
Kari Cassens	Anthon	Iowa	51004	Vice Presiden		Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Apr 1, 2022

POLICY EXPIRATION DATE

Mar 31, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

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

Date: 03/10/2022 Weekly Agenda Date: 03/15/2022

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

WORDING FOR AGENDA ITEM:

Consideration of permits to work in the county right of way

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Siouxland District health has requested permits to work in the right of way to install septic system outlets into county ditches.

BACKGROUND:

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa. SDHD is assisting landowners in the Brown's Lake area with a grant program that will install upgraded septic systems for the affected homes. These systems can legally and cleanly outlet to county road ditches. Attached are permits for the outlets.

FINANCIAL IMPACT:

No impact

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

Yes No

RECOMMENDATION:

Recommend approval of the permits for Browns Lake area homeowners.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for the Brown's Lake area homeowners and to direct the chair to sign the permit.



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nagra, P.E.
mnagra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@woodburycountyiowa.gov

SECRETARY
Tish Brice
tbrice@woodburycountyiowa.gov

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

Name of Permittee: Jeffrey Fylstra Phone No.: 712-898-7220

Mailing Address: 25 Lakewood Lane Salix, IA 51052

Township: 87 Section: 33

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

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

Install outlet for legal septic system in back slope of county ditch. Outlet pipe will be marked. Septic system has been approved by and upgraded in compliance with Siouxland District Health and Chapter 64 code requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the _____ day of _____, 2022.

Entered into this _____ day of _____, 2022.



Signature of Property Owner or Authorized Representative

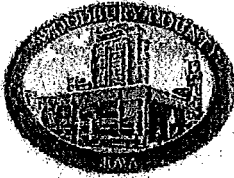
Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

Site Plan: 25 Lakeview Lane



Parcel ID	874733327014	Alternate ID	765190	Owner Address	FYLSTRA JEFFREY C
Sec/Twp/Rng	33-87-47	Class	R		25 LAKEVIEW LANE
Property Address	25 LAKEVIEW LN	Acres	0.31		SALIX, IA 51052-8106
	SALIX				
District	0043				
Brief Tax Description	GALLAND LAKEVIEW SUB DIV PT GOVT LOT3 33-87-47 LOT25 (Note: Not to be used on legal documents)				



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nahrá, P.E.
mnahrá@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@woodburycountyiowa.gov

SECRETARY
Tish Brice
tbrice@woodburycountyiowa.gov

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

Name of Permittee: Debra Westbrock Phone No.: 712-490-9849

Mailing Address: 22 Lakeview Lane Salix, IA 51052

Township: 87 Section: 33

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

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

Install outlet for legal septic system in backslope of county ditch. Outlet pipe will be marked. Septic system has been approved by and upgraded in compliance with Storyland District Health and Chapter 64 code requirements.

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

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

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

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

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

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

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

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

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

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

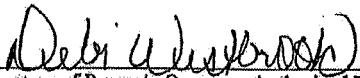
J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

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

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

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the _____ day of _____, 2022.

Entered into this _____ day of _____, 2022.



Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

Site Plan: 22 Lakeview Lane

ry County, IA / Sioux City

Log In  Search

Results Comp Results Parcel Report Soil Report Pictometry Imagery



327010	Alternate ID 765150	Owner Address WESTBROOK DEBRA JOANE
7	Class R	22 LAKEVIEW LN
VIEW LN	Acreage 0.28	SALIX, IA 51052

0043
GALLAND LAKEVIEW SUB DIV PT GOVT LOT3 33-87-47 LOT22
(Note: Not to be used on legal documents)

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

Date: 3/09/2022

Weekly Agenda Date: 3/15/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Prairie Hills County Home Demolition- Professional Services Agreement/ Engineering Contract

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Under Iowa Law (Code Chapter 26), demolition projects in excess of the bid threshold (\$139,000.00) are subject to the competitive bidding process. Iowa Code section 26.3 requires a licensed Engineer or Architect draft plans, specifications, estimated cost, & form of contract to be utilized in the competitive bid process.

Impact7G has provided an Engineering Services Contract to draft plans & specifications to be utilized in the competitive bid process for the demolition of the Prairie Hills Old County Home Building.

BACKGROUND:

On September 26th, 2021 the Board of Supervisors approved a "Services" Agreement with Impact7G Inc. to conduct an inspection, environmental assessment, & hazardous materials inventory of the Prairie Hills Old County Home Building.

This work has been completed with Impact7G providing both hazardous materials inventory & asbestos containing materials reports that will be utilized as part of a demolition bid process.

FINANCIAL IMPACT:

2022 CIP- PH DEMO

Environmental Assessment (Approved 10/26/2021)- \$7,400.00

Impact7G Inc. Professional Services Agreement/ Engineering Services Contract- \$19,970.00

Demolition Cost's- To be determined by competitive bid process

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

Yes No

RECOMMENDATION:

Approval of Impact7G Inc. Professional Services Agreement/ Engineering Contract

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve Impact7G Inc. Professional Services Agreement dated 3/4/2022 in the amount of \$19,970.00



Professional Services Agreement

Project:	Contract Documents for Demolition		
Property:	Building 1 1600 County Home Road, Sergeant Bluff, IA 51054	Date:	3/4/2022

Client:	Woodbury County		
Contact:	Kenny Schmitz		
Address:	401 8th Street		
City/State/Zip:	Sioux City, IA 51101		
Phone:	712-279-6539		
Email:	kschmitz@woodburycountyiowa.gov		

AGREEMENT made this 4th Day of March 2022, by and between the service provider, Impact7G, Inc. ("Impact7G") and Woodbury County ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: complete the contract and public bidding documents.

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

Impact7G agrees to complete contract documents, public bidding, and associated services for the asbestos abatement, hazardous materials removal, and demolition of Building 1 located at the above-referenced property.

2. **Scope of Services**

Contract Documents and Public Bidding

Impact7G will assist with the preparation of bidding documents, including an asbestos project design and contract documents for the abatement of identified asbestos-containing materials, removal of hazardous materials, and demolition of all structures and site improvements at the above-referenced property. A State of Iowa licensed asbestos Project Designer will prepare the asbestos project design. The project design will detail the required removal techniques, requirements for notification to the State and the EPA, disposal requirements, worker training requirements, bonding requirements, and all other Federal and State requirements for the proper removal of asbestos-containing materials and building demolition. Impact7G will conduct a pre-bid site meeting and require that bidders must be present to be considered for the work. Impact7G will require the bidder must be qualified by experience, have adequate bonding capability, and have required insurance to be considered for the

work. Once competitive bids are received, Impact7G will make a recommendation of award to the Client and issue contract documents to be executed by both the Client and contractor.

Items that may be included in the Contract Documents (Project Manual) will be:

1. Project Manual Information.
2. Engineers Certification.
3. Notice of Public Hearing.
4. Notice to Bidders.
5. Instructions to Bidders.
6. Supplemental Instructions to Bidders, if necessary.
7. Bid Form.
8. Bid Bond.
9. Tax Exempt Certificate.
10. Non-collusion Affidavit of Prime Bidder & Subcontractor.
11. Subcontractor Information.
12. Statement of Bidder(s) Qualifications.
13. Notice of Award.
14. Form of Contract.
15. Performance and Maintenance Bond.
16. Payment Bond.
17. Notice to Proceed.

Items that may be included in the Detailed Plans and Specifications will be:

1. Site and related building layout drawings illustrating the locations of the buildings to be included in the project.
2. Specifications for the demolition work for the buildings, related structures, and utilities.
3. Photographic supplements.
4. Provisions for the base bid of demolition work.
5. Contractor(s)' qualification and/or certification requirements.
6. Contractor(s)' salvage rights and procedures.
7. Procedures for utility terminations.
8. Clean-up & Disposal requirements.
9. Requirements for Contractor(s)' final documentation.

All bidding and contract documents shall comply with the requirements of the State of Iowa public bidding law.

Project Management (optional)

Impact7G can provide project management services throughout the asbestos abatement, hazardous materials removal, and demolition process. Services will begin with a pre-construction meeting to ensure effective communication will be in place for the life of the project. Impact7G will conduct weekly progress meetings with the contractor and the Client. Within 24 hours of each weekly progress meeting, Impact7G will send out meeting minutes to all parties. Topics to be covered during weekly progress meetings will include but are not limited to: schedule, construction access, percent complete, air monitoring results (if taken), and project issues that warrant attention.

Air Monitoring & Project Observation (optional)

Impact7G can provide air monitoring services and project observation during the asbestos abatement, hazardous materials removal, and demolition process. Air monitoring typically includes the collection of

area air samples by each removal area, at each entrance to a containment area and HEPA exhaust locations in order to document any potential fiber releases. These samples will be analyzed via the Phase Contrast Microscopy (PCM) method. At the completion of the asbestos abatement process and upon the passing of a visual inspection, final clearance air samples can be collected and analyzed using the PCM method. There is no state or federal requirement of conducting air monitoring and project observation on an asbestos abatement project for non-school (K-12) buildings. At a minimum, Impact7G recommends conducting a visual clearance of each abatement area to ensure all identified asbestos has been removed prior to demolition.

Closure Report

Upon completion of asbestos abatement, hazardous materials removal, and demolition, Impact7G will prepare a Closure Report for the project summarizing all on-site activities. The report will consist of abatement procedures, hazardous materials removal, copies of notifications and disposal records, and copies of all air monitoring results (if collected).

3. **Impact7G Responsibilities** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. **Client Responsibilities** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work;
- (ii) Provide unrestricted access to the Property for Impact7G to perform the services; and

5. **Schedule**

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. Impact7G has anticipated the following schedule for this project upon execution of PSA:

- Preparation of Contract Documents: 6 weeks
- Public Bid Period: 4 weeks
- Abatement / Demolition: 3-6 weeks

6. **Project Cost, Payment and Termination**

The Client shall pay Impact7G the cost outlined below on a Lump Sum basis for the performance of this Agreement. Direct costs such as communications, postage, routine printing, and copying are not invoiced separately but are included with the cost to streamline the accounting process and reduce overhead costs.

Tasks – Building 1 1600 County Home Road, Sergeant Bluff, IA	Estimated Cost
Contract Documents & Public Bidding	\$18,770.00
Project Management	TBD
Air Monitoring and Project Observation	TBD
Closure Report	\$1,200.00

Invoices for Impact7G’s services will be submitted upon project completion. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

7. **Project Site** The Client agrees that it shall be solely responsible for job site safety and warrants that this intent shall be made evident in the Client's agreements with any third parties.

8. **Claims and Disputes** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

9. **Limited Liability** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G’s officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$500,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

10. **Controlling Law** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

11. **Assignment** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

Woodbury County

Impact7G, Inc.

Accepted by: _____

Project Manager: 

Printed/
Typed Name: _____

Printed/
Typed Name: Matt Deutsch

Title: _____

Date: 3/4/2022

Date: _____

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

Date: 3/09/2022 Weekly Agenda Date: 3/15/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler

WORDING FOR AGENDA ITEM:

Public Hearing and Action on Proposal to sell Woodbury County Farm at Public Auction on March 22, 2022

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Pursuant to Iowa Code a Public Hearing will be conducted on 3/15/2022 4:40 pm

BACKGROUND:

Pursuant to Iowa Code a Public Hearing will be conducted on the Board's proposal to sell the County Farm as set forth in Resolution #13,401 dated March 1, 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:

Conduct Public Hearing at 4:40 pm

ACTION REQUIRED / PROPOSED MOTION:

- A. Public hearing on the proposal to sell the County Farm.
- B. Approval of proposal of sell of the County Farm as set forth in the Board's Resolution #13,401 dated March 1, 2022

RESOLUTION # 13, 401

NOTICE OF PROPERTY SALE – WOODBURY COUNTY FARM

WHEREAS Woodbury County, Iowa is the owner of certain parcels of real estate described as:

Parcel 1:

All of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 88 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Beginning at the Northwest corner of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14; thence South $89^{\circ}32'09''$ East along the North line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 1328.16 feet to the Northeast corner of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence South $0^{\circ}04'33''$ East along the East line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the East line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 2511.20 feet to the centerline of Old Highway # 141; thence North and West along said centerline on the following courses and distances: North $59^{\circ}43'02''$ West for 691.82 feet; Northwesterly for 322.20 feet on an 1145.92 foot radius curve, concave Northeasterly, having a long chord of 321.14 feet, bearing North $51^{\circ}39'44''$ West; North $43^{\circ}36'26''$ West for 699.13 feet to the West line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence North $0^{\circ}00'08''$ East along said West line and the West line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 1467.67 feet to the point of beginning

Said described parcel contains 63.029 acres, more or less, which includes 3.936 acres in roadway easement.

Parcel 2:

All that part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 88 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Commencing at the Northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 14; thence South $0^{\circ}00'08''$ West along the West line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the West line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 1467.67 feet to the centerline of Old Highway # 141 and the point of beginning; thence continuing South $0^{\circ}00'08''$ West along the West line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 1210.78 feet to the Southwest corner of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence South $89^{\circ}52'45''$ East along the South line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 1331.77 feet to the Southeast corner of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence North $0^{\circ}04'33''$ West along the East line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 159.30 feet to the centerline of Old Highway # 141; thence North and West along said centerline on the following courses and distances: North

59°43'02" West for 691.82 feet; Northwesterly for 322.20 feet on an 1145.92 foot radius curve, concave Northeasterly, having a long chord of 321.14 feet, bearing North 51°39'44" West; North 43°36'26" West for 699.13 feet to the point of beginning

Said described parcel contains 18.626 acres, more or less, which includes 5.354 acres in roadway easement.

Parcel 3:

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 Northwest ¼ of Section 23; thence South 89°52'45" East along the North line of said Northwest ¼ for 531.00 feet to the point of beginning; thence continuing South 89°52'45" East along said North line for 1074.33 feet to the centerline of Old Highway # 141; thence South and East along said centerline on the following courses and distances: South 59°43'02" East for 547.70 feet; Southeasterly 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; South 43°57'24" East for 466.81 feet to the East line of said Northwest ¼; thence South 1°00'33" West along the East line of said Northwest ¼ for 1862.15 feet to the Southeast corner of said Northwest ¼; thence North 89°46'29" West along the South line of said Northwest ¼ for 2652.80 feet to the Southwest corner of said Northwest ¼; thence North 0°46'46" East along the West line of said Northwest ¼ for 1230.43 feet; thence South 89°20'41" East for 594.00 feet; thence North 0°41'17" East for 438.50 feet; thence North 4°43'39" East for 241.50 feet; thence North 5°10'48" West for 760.50 feet to the point of beginning

Said described parcel contains 134.950 acres, more or less, which includes 3.980 acres in roadway easement.

NOW THEREFORE,

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

1. That a public hearing on this property sale proposal shall be held on the **15th Day of March, 2022 at 4:40 p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcels of real estate at a public auction conducted by Stalcup Agricultural Service, Inc. to be held on the **22nd Day of March, 2022 at 10:00 a.m.**
3. That said Board proposes to sell the said real estate to the highest Bidder for each parcel at or above a **minimum bid set by the Board of Supervisors** which shall be at or above the appraised value of the property.

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 1st Day of March, 2022.

ATTEST:



Patrick F. Gill
Woodbury County Auditor
and Recorder

WOODBURY COUNTY BOARD OF SUPERVISORS



Keith W. Radig, Chairman

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

Date: 2/28/2022

Weekly Agenda Date: 3/15/2022

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

WORDING FOR AGENDA ITEM:

Authorization to Initiate a Request for Proposals (RFP) Related to Hiring of Law Firm to Represent Woodbury County During Collective Bargaining and Union Negotiations

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The RFP process is a good one to engage in from time to time in order to ensure that the county is getting the best possible service on behalf of working families and property taxpayers. Woodbury County will have 6 collectively bargained-for units and deserves high-quality representation.

The last time Woodbury County went through an RFP process for this purpose is unknown to us, but it has been many years, and is quite overdue. Deciding this now is timely, as one bargaining unit is scheduled for reopening next year, and several in the following years.

The retention of Heidman Law Firm for purposes of Human Resources matters is unchanged by this item, as we have been pleased with excellent, high-quality representation there.

BACKGROUND:

Woodbury County successfully went through a similar competitive process while choosing an architectural firm, which was a healthy process that served the county well.

We ask for approval of this item so that we may return with an RFP for board approval. The board will then distribute the RFP and set a deadline to receive the proposals. We ask that the board receive these proposals and refer them for recommendation to a workgroup comprised of Supervisor Matthew Ung, Supervisor Jeremy Taylor, HR Director Melissa Thomas, and Asst. County Attorney Joshua Widman. This group will consider candidates, interview finalists, and make a recommendation to the board for final consideration and approval. Once an RFP is approved for distribution, we anticipate this process taking less than two months.

The RFP process would include a presentation by the firm that details the following at minimum: experience in negotiations with governmental bodies; examples of prudent handling of union matters; disclosures of any conflicts of interest; examples of fair dealing and transparent communication; knowledge of Iowa Law as relates to Chapter 20 and recent updates to Code; timely responsiveness; hourly rate costs for negotiations and relied-upon experience; any intangible aspects that are invaluable to a governmental body.

FINANCIAL IMPACT:

Again, the RFP process is a competitive process, which results in the best financial impact for the county as it relates to acquiring the most qualified firm to represent the county's interests. Whether by saving some dollars or getting more "bang for your buck," this process is a positive one to the county's financial interests.

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 authorize a Request for Proposals regarding the selection of a law firm for collective bargaining and union negotiations, and for that RFP to return to the board for approval at a future meeting.