



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
( DECEMBER 20 ) ( WEEK 51 OF 2022 )

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

Agenda and Minutes available at:  
[www.woodburycountyiowa.gov](http://www.woodburycountyiowa.gov)

Live telephonic access at: **712-224-6014**

Rocky L. DeWitt 253-0421 <a href="mailto:rdewitt@woodburycountyiowa.gov">rdewitt@woodburycountyiowa.gov</a>	Keith W. Radig 560-6542 <a href="mailto:kradig@woodburycountyiowa.gov">kradig@woodburycountyiowa.gov</a>	Jeremy Taylor 259-7910 <a href="mailto:jtaylor@woodburycountyiowa.gov">jtaylor@woodburycountyiowa.gov</a>	Matthew A. Ung 490-7852 <a href="mailto:matthewung@woodburycountyiowa.gov">matthewung@woodburycountyiowa.gov</a>	Justin Wright 899-9044 <a href="mailto:jwright@woodburycountyiowa.gov">jwright@woodburycountyiowa.gov</a>
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held December 20, 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.

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## 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 7 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 December 13, 2022 meeting
4. Approval of claims
5. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Authorization to Initiate Hiring Process
  - c. Approval of request to deauthorize county position
  - d. Approval for the Chairman to sign the 2023 Innovative Benefit Consultants plan renewal
6. Community & Economic Development – Dan Priestley  
Approval of resolution thanking Robert Brouillette for his 15 years of service on the Board of Adjustment

7. Secondary Roads – Mark Nahra  
Approve the permit to work in the right of way for Nick Kerr and to direct the chair to sign the permit

### **End Consent Agenda**

- 4:35 p.m.**  
(Set time)
8. Board Administration – Dennis Butler
- a. Public hearing on the proposal to amend the Lease Agreement with the Woodbury County Law Enforcement Center Authority Action
  - b. Approval of resolution approving and authorizing execution of the First Amendment to the Lease Agreement with the Woodbury County Law Enforcement Center Authority Action
9. WCICC-IT – John Malloy  
Approval to spend WCICC-IT FY 2023 CIP dollars Action
10. Secondary Roads – Mark Nahra
- a. Approve the contract and bond for project M-PCC(K45)—7X-97 with Godbersen Smith Construction for \$318,847.40 Action
  - b. Approve the project agreement for project IM-029-6(278)139—13-97 and IM-029-6(170)139—0E-97 and direct the chair to sign said agreement Action
11. Secondary Roads – Mark Nahra & Board Admin. – Dennis Butler  
Approve the first amendment to a Letter of Understanding between the City of Sioux City and Woodbury County in regard to the Elk Creek Road Project Action
12. Board of Supervisors – Jeremy Taylor  
Information about Woodbury County/Rolling Hills participation in the Hope Street and presentation of good news with community participation Information
13. Reports on Committee Meetings Information
14. Citizen Concerns Information
15. Board Concerns Information

### **ADJOURNMENT**

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

- WED., DEC. 21**    **12:00 p.m.**    Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., DEC. 22**    **11:00 a.m.**    Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- TUE., DEC. 27**    **2:00 p.m.**    Decat Board Meeting, Western Hills AEA, Room F
- WED., DEC. 28**    **2:30 p.m.**    Rolling Hills Community Services Region Governance Board Meeting
- WED., JAN. 4**    **4:45 p.m.**    Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., JAN. 5**    **10:00 a.m.**    COAD Meeting, The Security Institute
- WED., JAN. 11**    **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.
- 6:30 p.m.**    911 Service Board Meeting, Public Safety Center, Climbing Hill
- 8:00 p.m.**    County’s Mayor Association Meeting, Public Safety Center, Climbing Hill
- THU., JAN. 12**    **12:00 p.m.**    SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.**    Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., JAN. 18**    **12:00 p.m.**    Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., JAN. 19**    **4:30 p.m.**    Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., JAN. 20**    **12:00 p.m.**    Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G

**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.*

**DECEMBER 13, 2022 FIFTIETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, December 13, 2022, at 4:30 p.m. Board members present were De Witt, Taylor (by phone), Ung and Radig; Wright was absent. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, Melissa Thomas, Human Resources Director, 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 De Witt to approve the agenda for December 13, 2022. Carried 4-0. Copy filed.  
Motion by Radig second by De Witt to approve the following items by consent:
  3. To approve minutes of the December 6, 2022, meeting. Copy filed.
  4. To approve the claims totaling \$502,652.67. Copy filed.
  5. To approve the property tax refund for 2825 S Cypress St., parcel #884705383017, in the amount of \$11.00. Copy filed.
- 6a. To receive for signatures a Resolution Thanking and Commending Jeannette Ford for her years of service to Woodbury County.

**RESOLUTION # 13,520  
A RESOLUTION THANKING AND COMMENDING  
JEANNETTE FORD  
FOR HER SERVICE TO WOODBURY COUNTY**

**WHEREAS**, Jeannette Ford has capably served Woodbury County as an employee of the Siouxland District Health for 21 years from November 4, 2002 to January 6, 2023

**WHEREAS**, the service given by Jeannette Ford as a Woodbury County employee, has been characterized by her dedication to the best interests of the citizens of Woodbury County; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA** that the undersigned members of this Board thanks and commends Jeannette Ford for her years of service to Woodbury County; and

**BE IT FURTHER RESOLVED** that it is the wish of all those signing below that the future hold only the best for this very deserving person, Jeannette Ford.

**BE IT SO RESOLVED** this 13th day of December 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 6b. To receive for signatures a Resolution Thanking and Commending Darin Fay for his years of service to Woodbury County.

**RESOLUTION # 13,521  
A RESOLUTION THANKING AND COMMENDING  
DARIN FAY  
FOR HER SERVICE TO WOODBURY COUNTY**

**WHEREAS**, Darin Fay has capably served Woodbury County as an employee of the Woodbury County Sheriff's Office for 27 years from August 15, 1995 to December 25, 2022

**WHEREAS**, the service given by Darin Fay as a Woodbury County employee, has been characterized by his dedication to the best interests of the citizens of Woodbury County; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA** that the undersigned members of this Board thanks and commends Darin Fay for his years of service to Woodbury County; and

**BE IT FURTHER RESOLVED** that it is the wish of all those signing below that the future hold only the best for this very deserving person, Darin Fay.

**BE IT SO RESOLVED** this 13th day of December 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 6c. To receive for signatures a Resolution Thanking and Commending Dawn Snyder for her years of service to Woodbury County.

**RESOLUTION # 13,522  
A RESOLUTION THANKING AND COMMENDING  
DAWN SNYDER  
FOR HER SERVICES TO WOODBURY COUNTY**

**WHEREAS**, Dawn Snyder has capably served Woodbury County as an employee of the Woodbury County Conservation's Department for 35 years from June 16, 1988 to February 2, 2023.

**WHEREAS**, the service given by Dawn Snyder as a Woodbury County employee, has been characterized by her dedication to the best interests of the citizens of Woodbury County; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA** that the undersigned members of this Board thanks and commends Dawn Snyder for her years of service to Woodbury County; and

**BE IT FURTHER RESOLVED** that it is the wish of all those signing below that the future hold only the best for this very deserving person, Dawn Snyder.

**BE IT SO RESOLVED** this 13th day of December 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 7. To approve the appointment of Marquesha Farris, P/T Youth Worker, Juvenile Detention Dept., effective 12-16-22, \$20.89/hour. Job Vacancy Posted 10-19-22. Entry Level Salary: \$20.89/hour.; and the separation of Robert Grimm, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 12-16-22. Resignation. Copy filed.

Carried 4-0.

- 8. There was a discussion of county involvement in a Rural Community Multi-City Inspector. Copy filed.

- 9. Motion by De Witt second by Radig to approve the plans for project #BRS-SWAP-C097(147)—60-97. Carried 4-0. Copy filed.
- 10. Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution fixing date for a public hearing on the proposal to amend the lease agreement with the Woodbury County Law Enforcement Center Authority. Carried 4-0.

**RESOLUTION # 13,523  
RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON  
THE PROPOSEAL TO AMEND THE LEASE AGREEMENT  
WITH THE WOODBURY COUNTY LAW ENFORCEMENT  
CENTER AUTHORITY**

WHEREAS, Woodbury County, State of Iowa (the "County") and the Woodbury County Law Enforcement Center Authority (the "Authority") have heretofore entered into that certain Lease Agreement dated September 1, 2020 (the "Lease"); and

WHEREAS, it is now deemed necessary and advisable that the County should provide for the authorization of a First Amendment to the Lease (the "Amendment") with the Authority; and

WHEREAS, Iowa Code Section 346.27 provides that the Authority shall have and exercise certain public and essential governmental powers and functions including the right to lease all or any part of a building to an incorporating unit upon rental terms agreed upon between the Authority and the incorporating unit; and

WHEREAS, the Authority and County have negotiated the form of a proposed Amendment, which is intended to clarify that after the Commencement Date (as defined in the Lease) the County may place partitions, fixtures, furniture, equipment and make improvements and other non-structural alterations in the interior of the Facility (as defined in the Lease) at its own expense and that the County will own all such partitions, fixtures, furniture, equipment and improvements; and

WHEREAS, neither Chapter 331 nor any other Code provision sets forth any procedural action required to be taken before said Amendment can be approved, and pursuant to Section 331.301(5), Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the Woodbury County Auditor causes to be published notice of the proposal and of the time and place of the meeting at which the Board of Supervisors proposes to take action thereon and to receive oral and/or written objections to such action; and

WHEREAS, the following action is now considered to be in the best interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:

Section 1. That this Board of Supervisors meet in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at \_\_\_\_M. on December 20, 2022, for the purpose of taking action on the matter of the proposal to amend the Lease Agreement with the Woodbury County Law Enforcement Center Authority.

Section 2. That the Woodbury County Auditor is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in Woodbury County, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF THE BOARD OF  
SUPERVISORS OF WOODBURY COUNTY, IOWA, ON THE

MATTER OF THE PROPOSAL TO AMEND THE LEASE  
AGREEMENT WITH THE WOODBURY COUNTY LAW  
ENFORCEMENT CENTER AUTHORITY, AND THE  
HEARING THEREON

PUBLIC NOTICE is hereby given that the Board of Supervisors of Woodbury County, Iowa, will hold a public hearing on December 20, 2022, at \_\_\_\_\_.M. in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at which meeting the Board of Supervisors proposes to take action on the proposal to authorize a First Amendment to the Lease Agreement (the "Amendment") with the Woodbury County Law Enforcement Center Authority (the "Authority") said Lease Agreement dated September 1, 2020.

The Amendment is intended to clarify that after the Commencement Date (as defined in the Lease) the County may place partitions, fixtures, furniture, equipment and make improvements and other non-structural alterations in the interior of the Facility (as defined in the Lease) at its own expense and that the County will own all such partitions, fixtures, furniture, equipment and improvements.

A copy of the Amendment is on file for public inspection during regular business hours in the office of the Auditor of Woodbury County, Iowa.

At the above meeting the Board of Supervisors shall receive oral or written objections to the proposal to enter into the Amendment. After all objections have been received and considered, the Board of Supervisors will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Amendment.

This notice is given by order of the Board of Supervisors of Woodbury County, Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

11. Motion by Radig second by Ung to approve reauthorization of unallocated CIP funding of \$315,000 toward a maintenance storage building at the new LEC. Carried 4-0. Copy filed.
12. Reports on Committee Meetings were heard.
13. There were no citizen concerns.
14. Board concerns were heard.

The Board adjourned the regular meeting until December 20, 2022.

Meeting sign in sheet. Copy filed.

# HUMAN RESOURCES DEPARTMENT

## MEMORANDUM OF PERSONNEL TRANSACTIONS

**DATE:** December 20, 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
Delaney, Brigid	County Sheriff	12-21-22	Civilian Jailer	\$31.26/hour	15%=\$4.06/hr	T	Position Transfer from Warrant Clerk III to Civilian Jailer.
De La Roca, Juan	Juvenile Detention	12-21-22	P/T Youth Worker	\$20.89/hour		A	Job Vacancy Posted 3-30-22. Entry Level Salary: \$20.89/hour.
Henningfeld, Sheila	County Sheriff	12-26-22	Clerk III	\$23.74/hour	3.4%=\$.79/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 5/Step 2 to Grade 5/Step 3.
Rowe, Madison	Juvenile Detention	12-30-22	P/T Youth Worker	\$20.89/hour		A	Job Vacancy Posted 12-7-22. Entry Level Salary: \$20.89/hour.
Jennings, Patrick	County Attorney	12-31-22	County Attorney			S	End of Elected Term of Office.
Wright, Justin	Board of Supervisors	12-31-22	Board Member			S	End of Elected Term of Office.
Loomis, James	County Attorney	12-31-22	Assistant Co. Attorney			S	Separation to assume Elected Office.
Loomis, James	County Attorney	1-01-23	County Attorney	\$150,467.40/year \$5,572.87/ bi-weekly		A	Elected County Attorney.
Bittinger, Daniel	Board of Supervisors	1-01-23	Board Member	\$37,040.71/year \$1,371.88/ bi-weekly		A	Elected Official.
Mouw, Jon	Building Services	1-09-23	Maintenance Technician	\$22.86/hour	5%=\$1.15/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 4/Step 3 to Grade 4/Step 4.



Fairbanks, Chad	County Sheriff	12-15-22	Civilian Jailer			S	Resignation.
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APPROVED BY BOARD DATE: \_\_\_\_\_

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas HR Director

HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA

DATE: December 20, 2022

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	Civilian Jailer	CWA: \$23.33/hour		

\_\_\_\_\_  
Chairman, Board of Supervisors



## Woodbury County Sheriff's Office

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

Chad Sheehan, SHERIFF

PHONE: 712.279.6010  
E-MAIL: [cshiehan@woodburycountyiowa.gov](mailto:cshiehan@woodburycountyiowa.gov)  
FAX: 712.279.6522

December 15, 2022

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

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for one (1) Correctional Officer position, effective December 21st, 2022. We request this be placed on the agenda for Tuesday December 20th, 2022, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

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

Chad Sheehan, Sheriff

cc: file

**HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA**

**DATE: December 20, 2022**

**REQUEST TO DEAUTHORIZE COUNTY POSITION(S)**

<b>DEPARTMENT</b>	<b>POSITION</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>
County Sheriff	Warrant Clerk III		

\_\_\_\_\_  
Chairman, Board of Supervisors

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

Date: 12/13/2022 Weekly Agenda Date: 12/20/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

**WORDING FOR AGENDA ITEM:**

Approval for the Chairman to sign the 2023 Innovative Benefit Consultants plan renewal.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

This renewal is for third party administrative services of our flexible medical benefits, dependent care benefits and HRA.

**BACKGROUND:**

This year, once again, IBC will perform our non-discrimination test with the IRS. The annual carryover amount has increased to \$610 and the maximum flex medical contribution is \$3050.

**FINANCIAL IMPACT:**

IBC charges a \$200 annual fee along with administration fees of \$4.50 per month per member.

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:**

Pass the motion.

**ACTION REQUIRED / PROPOSED MOTION:**

Accept the 2023 IBC renewal for signature.



Innovative  
Business  
Consultants

412 Water Street  
Sioux City, IA 51103  
P 712-277-2424  
F 712-277-2622

## HRA, Flex and Dependent Care Employer Form

SECTION 1: EMPLOYER INFORMATION			
<b>Employer Name</b>	Woodbury County	<b>Primary Contact Name</b>	Melissa Thomas
<b>Employer Address</b>	620 Douglas Street Sioux City IA 51101	<b>Title</b>	Human Resource Director
		<b>Contact Phone</b>	712-279-6480
		<b>Contact Email</b>	melissathomas@woodburycountyiowa.gov
<b>Corporate Name</b>	Woodbury County		
<b>Corporate Street Address (physical location)</b>	620 Douglas Street		
<b>City</b>	Sioux City	<b>State</b>	IA
		<b>Zip</b>	51101
<b>Federal Tax ID</b>	42-6005221	<b>Corporate Phone Number</b>	712-279-6480
<b>Business Entity Type</b>	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit Organization <input checked="" type="checkbox"/> Government Entity or Church		
SECTION 2: FLEX PLAN DESIGN			
<b>Plan Type</b>	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> New		
<b>Plan Year</b>	01/01/2023   12/31/2023		
<b>Plan Options</b>	Dependent Care Account <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Flexible Spending Account <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No HRA Employer Funded Account <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Payment Features</b>	<input checked="" type="checkbox"/> Benny Debit Card (Funding on a weekly basis) <input checked="" type="checkbox"/> Pay Provider <input checked="" type="checkbox"/> Pay Member Claims reimbursement submitted in person, via fax, mail or online Minimum check Amount \$20.00 Claims Reimbursed: <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly Frequency of Electronic Fund Transfers: <input type="checkbox"/> Daily <input checked="" type="checkbox"/> Weekly		
<b>Runout Period</b> <i>Last date to submit claims for services received in the plan year</i>	Do you offer a 90-day runout period for both Flex and Dependent Care? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: Do mid-year terms have same runout period as above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, provide runout timing:</i>		
<b>Divisions</b> <i>For reporting purposes</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Carryover Option</b> <i>Applies to Flex only</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

	\$610 Maximum Carryover Amount
<b>Grace Period</b>	Grace Period offered and applies to both HC and DC FSA Plans? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Only Flex Spending <input type="checkbox"/> Only Dependent Care Grace Period, if applicable, 2.5 months? NA <input type="checkbox"/> Yes Other:
<b>Flex Spending Account</b>	Minimum: \$0 Max: \$3050 Employer contribution applies? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, how much: \$
<b>Dependent Care Account</b>	Minimum: \$0 Max \$5000 Employer contribution applies? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, how much: \$
<b>Employer Contribution Schedule if applicable</b>	<input type="checkbox"/> 100% on Plan Year Start Date <input type="checkbox"/> 1 <sup>st</sup> Day of the Month (divided by 12) <input type="checkbox"/> Participants Payroll Frequency <input checked="" type="checkbox"/> Customize: HRA paid FOM for EE health insurance premium- 1 year duration only

SECTION 3: HRA PLAN DESIGN	
<b>Health Reimbursement Arrangement</b> <i>An HRA may not provide tax-free benefits to self-employed individuals (e.g. sole proprietors, partners, and more-than-2% Subchapter S corporation shareholders and their spouse, child, parent, or grandparent). Individuals not allowed participation in a Cafeteria Plan include: self-employed individuals (but they can sponsor a plan); partners in a partnership (but the partnership can sponsor a plan); and a more-than-2%-shareholder in a Subchapter S corporation.</i>	<input checked="" type="checkbox"/> <b>Option 1:</b> HRA pays 100% of health insurance premium to member <input type="checkbox"/> <b>Option 2:</b> Upfront Member HRA Deductible _____ to plan maximum _____ <input type="checkbox"/> <b>Option 3:</b> Upfront Member HRA Deductible _____ HRA Pays ____% to plan maximum _____ <b>Aggregate Deductible:</b> <input type="checkbox"/> All family members or any one member could satisfy the deductible or entire funding <b>Embedded Deductible:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ___2x Individual amount ___3x Individual amount (Embedded: a specific number of family members must meet the HRA individual deductible along with the family meeting an HRA deductible) <b>Individual Cap:</b> <input type="checkbox"/> Yes Amount \$ _____ <input checked="" type="checkbox"/> No (Limits funding on each individual within a family) <b>HRA Expense List:</b> <input type="checkbox"/> Deductible <input type="checkbox"/> Coinsurance <input type="checkbox"/> Prescriptions <input type="checkbox"/> Copay <input checked="" type="checkbox"/> retiree premium <b>In-network Claims only?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Pro-Ration of HRA-</b> I would like new enrollees to receive a pro-rated HRA amount for the months that they are enrolled in the plan year. <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Pro-Ration Method:</b> <input type="checkbox"/> Monthly (1/12) <input type="checkbox"/> Quarterly (1/4) <b>Divisions by Location:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 4: ENROLLMENT INFORMATION	
<b>Open Enrollment Dates</b>	11/1/2022-11/30/2022
<b>Collecting Enrollment Information</b>	How will enrollment information be collected by the employer from the employee (please describe): <b>Online enrollments – may have some paper enrollments</b>
<b>Providing Enrollment Information to IBC</b>	How will enrollment information be provided to IBC (select one): <input checked="" type="checkbox"/> IBC Online Portal

Excel file to be uploaded to IBC

Manual enrollments

If contact responsible for this is different than the Primary Contact, please provide information below:

Contact Name: **Melissa Thomas**

Title: Human Resource Director

Contact Phone:

Contact Email: [melissathomas@woodburycountyiowa.gov](mailto:melissathomas@woodburycountyiowa.gov)

#### SECTION 5: ELIGIBILITY

New Hire  
Waiting Period

Healthcare FSA: first of the month following 30-days

Dependent Care FSA: first of the month following 30-days

HRA: 20 years or 500 hours

Waiting period applies to new hires during OE?  Yes  No

Who is eligible

Full Time Only Per union contract

# of Hours Required  
for Eligible Status

Follows medical plan eligibility rules HRA: 20 years of service and 500 hours.

Effective Date

1st of the month after meeting eligibility requirements

Termination

When does coverage end upon termination?  Termination Date  End of month following termination

#### SECTION 6: QUALIFIED CHANGES

Election Changes

Election changes must be submitted within 30 days after the date of the event.  
(Enter 0 if midyear election changes are not allowed under this Plan)

Coverage Begins

If qualified changes allowed, coverage following a qualified life change will begin: (select one)

On any day of the month following request for new enrollment or change in enrollment.

On the first of the month following request for new enrollment or change in enrollment (with the exception of changes resulting from birth, adoption or placement for adoption, which will be made as of the date of the qualified event in accordance with HIPAA).

Coverage Ends

If Coverage ends due to qualified event, coverage ends:  
Any day of the month  End of the month

#### SECTION 7: PAYROLL CONTRIBUTION REPORTING

Payroll Frequency

FLEX:  Monthly (12)  Bi-Weekly (24)  Bi-Weekly (26)  Weekly (52)  Semi-Monthly

HRA:  Beginning of Plan Year  Other: Per eligibility guidelines for retirees

First payroll date in plan  
year

12/30/2022 Every other Friday due to the 1st of Jan. falling on a Friday.

#### SECTION 8: OTHER CONTACTS

Contact: Lisa Anderson

Secretary

(712) 279-6480

Fax #:

[lisanderson@woodburycountyiowa.gov](mailto:lisanderson@woodburycountyiowa.gov)

Contact:

(712) 279-6480

Fax #:



SECTION 9: PLAN DOCUMENT PREPARATION	
<b>Additional Information required ONLY if electing IBC to create Plan Documents.</b>	
<i>Additional fees may apply — note your contract.</i>	
<b>The Plan is (check one)</b>	<input type="checkbox"/> ERISA Plan <input checked="checked" type="checkbox"/> Non-ERISA Plan
<b>Federal Employer ID #</b>	42-6005221
<b>State of Controlling Law</b>	IA
<b>3-digit Plan Number</b> <i>i.e., 501, 502, etc.</i>	501

SECTION 10: ACCOUNT BANK SETUP (INCLUDE COMPLETED ACH FORM)	
<b>Bank Name</b>	NA - group will push funds into the IBC Admin account weekly
<b>Address or Location</b>	
<b>Bank Routing Transit Number</b>	
<b>Bank Account Number</b>	
<b>Authorized Signer</b>	
<b>Lost Check</b> <i>Fee paid by consumer</i>	<i>Stop Payment Option:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, waiting period _____ days    Bank Fee: \$_____</i>

SECTION 11: INNOVATIVE BUSINESS CONSULTANTS ADMINISTRATION FEES:	
<b>Annual Fee</b>	\$200
<b>Renewal Fees</b>	Waived
<b>PMPM Plan Fees</b>	\$4.50 <b>Per plan or Aggregate? Plan</b>
<b>Billing Frequency</b>	<input checked="checked" type="checkbox"/> Quarterly <input type="checkbox"/> Annually

I certify that I am legally authorized to sign this Health Reimbursement Arrangement, Flexible Spending and Dependent Care Employer Application on behalf of the employer named herein.

Signature \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Date: 12/15/22 Weekly Agenda Date: 12/20/22

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Daniel J. Priestley, CED Zoning Coordinator

**WORDING FOR AGENDA ITEM:**

Approval of resolution thanking Robert Brouillette for his 15 years of service on the Board of Adjustment.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

This item requests the Board of Supervisors to consider approving a resolution in recognition of a member of the Board of Adjustment (BOA) whose term expires on 12/31/22.

**BACKGROUND:**

Robert Brouillette served on the Board of Adjustment for 15 years first 2006 to 2010 and again from 2013 to 2022. Robert has competently served throughout his tenure, and as such as being recognized accordingly.

**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:**

Approve the resolution thanking Robert Brouillette for his 15 years of service on the Board of Adjustment.

**ACTION REQUIRED / PROPOSED MOTION:**

Approval of resolution thanking Robert Brouillette for his 15 years of service on the Board of Adjustment.

WOODBURY COUNTY, IOWA

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION THANKING AND COMMENDING

**ROBERT BROUILLETTE**

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Robert Brouillette has capably served Woodbury County as a member of the Board of Adjustment for 15 years from 2006 to 2010 and again from 2013 to 2022; and

WHEREAS, the service given by Robert Brouillette has been characterized as exemplary by his dedication to the best interests of the citizens of Woodbury County; and

WHEREAS, Robert Brouillette has contributed to the betterment of the county by hearing and deciding on matters related to the county zoning and flood plain ordinance, including variances and conditional uses; and

WHEREAS, notable actions made by the Board of Adjustment during Robert Brouillette's tenure include the review and recommendation of numerous commercial and residential developments, public and private infrastructure improvements, and various county ordinances to improve the quality of life for residents and businesses throughout Woodbury County, and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board hereby thanks and commends Robert Brouillette for his years of service to Woodbury County; and

BE IT FURTHER RESOLVED that it is the wish of all those signing below that the future hold only the best for this very deserving person, Robert Brouillette.

BE IT SO RESOLVED this 20th day of December 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Keith Radig, Chairman

\_\_\_\_\_  
Jeremy Taylor, Vice-Chairman

\_\_\_\_\_  
Rocky De Witt, Member

\_\_\_\_\_  
Matthew Ung, Member

\_\_\_\_\_  
Justin Wright, Member

Attest:

\_\_\_\_\_  
Patrick F. Gill, Woodbury County Auditor

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

Date: 12/12/2022 Weekly Agenda Date: 12/20/2022

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

**WORDING FOR AGENDA ITEM:**

Consideration of permit to work in the county right of way for Nick Kerr

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Nick Kerr has requested a permit to work in the right of way to allow ditch grading along Eastland Avenue south of 310th Street.

**BACKGROUND:**

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa.

**FINANCIAL IMPACT:**

No impact

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

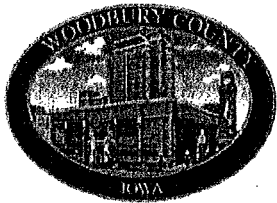
Yes  No

**RECOMMENDATION:**

Recommend approval of the permit for Nick Kerr.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the permit to work in the right of way for Nick Kerr and to direct the chair to sign the permit.



# Woodbury County Secondary Roads Department

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

COUNTY ENGINEER  
Mark J. Nahra, P.E.  
mnahra@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: Nick Kerr Phone No.: 712-420-3364

Mailing Address: 905 Buckley St

Township: Sloan Section: 21

Woodbury County, State of Iowa, and Nick Kerr (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:

From 310th South on Eastland, 1/2 mile on the west side of Eastland wait to clean ditch back to grade. Permittee will reseed ditch upon completion of the work.

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 31 day of December, 2022.

Entered into this 1st day of December, 2022.

\* [Signature]  
Signature of Property Owner or Authorized Representative

\_\_\_\_\_  
Woodbury County Engineer

\_\_\_\_\_  
Chair, Woodbury County Board of Supervisors

December 14, 2022

**Via E-mail Only**

Mr. Dennis Butler  
Finance/Budget Director  
Woodbury County Courthouse  
620 Douglas Street, Room 104  
Sioux City, Iowa 51101

Re: Woodbury County, Iowa - Resolution Amending the Lease

Dear Dennis:

Enclosed please find suggested proceedings to be acted upon by the Board of Supervisors on the date fixed for the hearing on the proposal to amend the Lease Agreement with the Woodbury County Law Enforcement Center Authority.

The proceedings are prepared to show as a first step the holding of a public hearing for the receiving of any oral or written objections from any resident or property owner to the proposed action of the Board of Supervisors. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered, if the Board of Supervisors decides not to abandon the amendment, a form of resolution follows that should be introduced and adopted, entitled Resolution Approving and Authorizing Execution of the First Amendment to the Lease Agreement with the Woodbury County Law Enforcement Center Authority.

Please note the following:

- These proceedings assume the Notice of Public Hearing previously sent was published according to the instructions in the letter or e-mail accompanying that notice. Please fax or scan a copy of the newspaper's publication of the notice to us on the day it is published (if convenient).
- We assume you will work with the Authority to ensure execution of the First Amendment of the Lease Agreement by both parties. The execution version was e-mailed on December 9, 2022.
- Please be sure to send us a signed copy of the First Amendment to the Lease Agreement for our file.

- Please return the Transcript Documentation included with this letter to us within 2 weeks of the public hearing.

If you have any questions, please do not hesitate to contact our office.

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink that reads "Jason L. Comisky". The signature is written in a cursive style.

Jason L. Comisky  
FOR THE FIRM

JLC:ks

Enclosures

cc: Karen James (via email)



**ITEMS TO INCLUDE ON AGENDA FOR DECEMBER 20, 2022**

**WOODBURY COUNTY, IOWA**

Woodbury County, Iowa.

- Public hearing on the proposal to amend the Lease Agreement with the Woodbury County Law Enforcement Center Authority.
- Resolution approving and authorizing execution of the First Amendment to the Lease Agreement with the Woodbury County Law Enforcement Center Authority.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

December 20, 2022

The Board of Supervisors of Woodbury County, State of Iowa, met in \_\_\_\_\_ session, in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Chairperson \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the proposal to amend the Lease Agreement by and between Woodbury County, Iowa and the Woodbury County Law Enforcement Center Authority, and that notice of the proposed action by the Board to enter into said First Amendment of the Lease Agreement had been published.

The Chairperson then asked the Auditor whether any written objections had been filed by any County resident or property owner to the proposed action. The Auditor advised the Chairperson and the Board that \_\_\_\_\_ written objections had been filed. The Chairperson then called for oral objections and \_\_\_\_\_ were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Board then considered the proposed action and the extent of objections thereto.

Board Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE FIRST AMENDMENT OF THE LEASE AGREEMENT WITH THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY", and moved that the resolution be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Resolution was duly adopted as follows:

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF THE FIRST AMENDMENT OF THE LEASE  
AGREEMENT WITH THE WOODBURY COUNTY LAW  
ENFORCEMENT CENTER AUTHORITY

WHEREAS, Woodbury County, State of Iowa (the "County") and the Woodbury County Law Enforcement Center Authority (the "Authority") have heretofore entered into that certain Lease Agreement dated September 1, 2020 (the "Lease"); and

WHEREAS, it is now deemed necessary and advisable that the County should provide for the authorization of a First Amendment to the Lease (the "Amendment") with the Authority; and

WHEREAS, Iowa Code Section 346.27 provides that the Authority shall have and exercise certain public and essential governmental powers and functions including the right to lease all or any part of a building to an incorporating unit upon rental terms agreed upon between the Authority and the incorporating unit; and

WHEREAS, the Authority and County have negotiated the form of a proposed Amendment, which is intended to clarify that after the Commencement Date (as defined in the Lease) the County may place partitions, fixtures, furniture, equipment and make

improvements and other non-structural alterations in the interior of the Facility (as defined in the Lease) at its own expense and that the County will own all such partitions, fixtures, furniture, equipment and improvements; and

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to approve and authorize execution of the Amendment and has considered the extent of objections received from residents or property owners as to said proposed Amendment; and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:

Section 1. That the performance by the County of its obligations under the Amendment, under the terms set forth in the Amendment, be and is hereby declared to be an appropriate and necessary undertaking of the County pursuant to Section 346.27, Code of Iowa.

Section 2. That the form and content of the Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Chairperson and the County Auditor be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Amendment for and on behalf of the County in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amendment, the Chairperson and the County Auditor are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amendment as executed.

PASSED AND APPROVED this 20th day of December, 2022.

---

Chairperson

ATTEST:

---

County Auditor

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WOODBURY )

I, the undersigned County Auditor of Woodbury County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
County Auditor, Woodbury County, Iowa

FIRST AMENDMENT TO THE LEASE AGREEMENT  
BY AND BETWEEN  
WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY  
AND  
WOODBURY COUNTY, STATE OF IOWA

THIS FIRST AMENDMENT to that certain Lease Agreement (hereinafter the “First Amendment”) is entered into on or as of the 20<sup>th</sup> day of December, 2022, by and between WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY, a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27, and any successor legal authority thereto (“Authority”) and WOODBURY COUNTY, STATE OF IOWA, a political subdivision, organized and existing under and by virtue of the laws and Constitution of the State of Iowa (“County”).

WITNESSETH:

WHEREAS, the County and the Authority have heretofore entered into that certain Lease Agreement dated September 1, 2020 (hereinafter the “Lease”); and

WHEREAS, the County and the Authority now desire to amend the Lease to clarify that after the Commencement Date (as defined in the Lease) the County may place partitions, fixtures, furniture, equipment and make improvements and other non-structural alterations in the interior of the Facility (as defined in the Lease) at its own expense and that the County will own all such partitions, fixtures, furniture, equipment and improvements; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Modification. Section 8.3 of the Lease is hereby deleted in its entirety and a new Section 8.3 is inserted in lieu thereof as follows:

“Section 8.3. Alterations and Changes. After the Commencement Date, the County may place partitions, fixtures, furniture, equipment and make improvements and other non-structural alterations in the interior of the Facility at its own expense, provided, however, that prior to commencing any such work, the County shall first obtain the written consent of Authority for the proposed work. Notwithstanding anything herein to the contrary, all such partitions, fixtures, furniture, equipment and improvements shall be owned by the County. Authority may require that said work be done by third-party contractors under Authority’s direction, but at the expense of the County, and Authority may, as a condition to consenting to such work, require that the County give security to ensure that the alterations to the Facility will be completed free and clear of liens and in a manner and with workmanship satisfactory to Authority. Authority’s consent may be further conditioned on the requirement that alterations to the Facility that are, in Authority’s determination, specialized to the use of the County only will be removed and

the Facility restored to its former condition at the termination of this Lease at the County's sole cost and expense.”

2. Definitions. All capitalized words used herein and not specifically defined herein shall have the same definitions as in the Lease.

3. Conflicts. If and to the extent that any of the provisions in this First Amendment conflict with or are otherwise inconsistent with any of the provisions of the Lease, whether or not such inconsistency is expressly noted in this First Amendment, the provisions of this First Amendment shall prevail.

4. No Further Modifications. Except as modified by this First Amendment, all covenants, agreements, terms, and conditions of the Lease shall remain in full force and effect and are hereby in all respects ratified and affirmed.

5. Integration. This First Amendment contains the entire agreement of the parties as it relates to the terms to be amended and supersedes and replaces all prior agreements and understandings with regard to the subject matter of this First Amendment and all such prior agreements and understandings, except the Lease, shall be deemed void and of no force or legal effect unless set forth in this First Amendment.

6. No Oral Amendment or Modification. No amendment or modification of this First Amendment shall be valid or binding, unless in writing and executed by the party to be bound.

7. Counterparts. This First Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “pdf” signature page were an original thereof.

IN WITNESS WHEREOF, Authority and the County have caused this First Amendment to be executed and attested by their duly authorized officers, all as of the date first above written.

*[Remainder of page intentionally left blank; signature pages follow]*



AUTHORITY:

WOODBURY COUNTY LAW ENFORCEMENT  
CENTER AUTHORITY

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF WOODBURY )

On this \_\_\_\_\_ day of December, 2022, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Woodbury County Law Enforcement Center Authority executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of the Woodbury County Law Enforcement Center Authority by authority of its Board of Commissioners; and that the said Chairperson and Secretary, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said Authority, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

*[Signature Page to the First Amendment to the Lease Agreement - Authority]*

COUNTY:

WOODBURY COUNTY, STATE OF IOWA

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Auditor

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF WOODBURY)

On this \_\_\_\_\_ day of December, 2022, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Woodbury County, State of Iowa executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of Woodbury County, State of Iowa by authority of its Board of Supervisors; and that the said Chairperson and Auditor, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

*[Signature Page to the First Amendment to the Lease Agreement - County]*

02136729-1\18799-028

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

Date: 08/04/22

Weekly Agenda Date: 08/09/22

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

**WORDING FOR AGENDA ITEM:**

Approval to Spend WCICC-IT FY2023 CIP Dollars

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Approval to spend WCICC-IT FY2023 CIP dollars.

**BACKGROUND:**

Our FY2023 approved CIP totals \$578,000 for the following projects:

Access Points - \$48,000

Backup Storage - \$30,000

iSeries (WCICC1) - \$50,000

IT Generator - \$450,000

Previously approved CIP project:

New LEC Networking Equipment- \$249,442.08

**FINANCIAL IMPACT:**

\$578,000

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 to spend WCICC-IT FY2023 CIP Dollars.

**ACTION REQUIRED / PROPOSED MOTION:**

Approval to spend WCICC-IT FY2023 CIP Dollars.

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

Date: 12/13/2022 Weekly Agenda Date: 12/20/2022

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

**WORDING FOR AGENDA ITEM:**

Approve contract for project no M-PCC(K45)--7X-97.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county received bids on 11/15/22 for a PCC repair project on Dallas Ave. The contractor has returned a signed contract for approval.

**BACKGROUND:**

The project will replace approximately 2100 feet of existing 6" PCC pavement with new 8" PCC pavement. The current pavement has failed to a point where spot patching is no longer possible. The county engineer will be amending the construction program to fund this project. Work will be done in the spring of 2023.

**FINANCIAL IMPACT:**

The project is paid for with local secondary road funds.

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

Yes       No

**RECOMMENDATION:**

I recommend that the Board approve the contract with Godbersen Smith Contracting.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the contract and bond for project M-PCC(K45)--7X-97 with Godbersen Smith Construction for \$318,847.40.



WOODBURY COUNTY, IOWA
CONTRACT

Kind of Work PCC Replacement

Project No. M-PCC(K45)-7X-97 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Keith Radig, Rocky De Witt, Justin Wright, Matthew Ung, Jeremy Taylor Contracting Authority, and Godbersen Smith Construction Ida Grove, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of: Three Hundred Eighteen Thousand Eight Hundred Forty Seven and 40/100 (\$318,847.40)

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

Table with 5 columns: Item No., Item, Quantity, Unit Price, Amount. Includes project details and a list of 8 items with their respective quantities and prices, totaling \$318,847.40.

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of October 14, 2022

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. M-PCC(K45)-7X-97 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

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

Table with 4 columns: Approximate Starting Date, Specified Starting Date, Late Start Date, Number of Working Days. Values include June 1, 2023 and 30 days.

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

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

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

as the 1st day of December, 2022

Approved: [Signature]
By: Contractor Godbersen Smith Construction

By: Contracting Authority: Woodbury County Board Chairperson

Date: Dec 22

Date: \_\_\_\_\_

# IOWA DOT

## CONTRACTOR'S PERFORMANCE BOND

Bond Number: NIA4326  
Contract I.D.: M-PCC(K45)--7X-97  
County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we,  
Godbersen-Smith Construction Company, Inc.

of P. O. Box 33, Ida Grove, IA 51445

(hereinafter called the Principal) and

Merchants National Bonding, Inc.

of P.O. Box 14498 , Des Moines, IA 50306 - 34

(hereinafter called the Surety) are held and firmly bound unto the  
Woodbury County

(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

Three Hundred Eighteen Thousand Eight Hundred Forty Seven Dollars and 40/100 dollars  
(\$ 318,847.40)

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform PCC Replacement

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

# IOWA DOT

## CONTRACTOR'S PERFORMANCE BOND

Bond Number: NIA4326

Contract I.D.: M-PCC(K45)--7X-97

County: Woodbury

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of December, 2022,

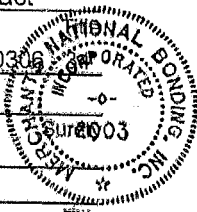
Godbersen-Smith Construction Company, Inc.

By: [Signature] Principal  
\_\_\_\_\_  
\_\_\_\_\_  
Title

Merchants National Bonding, Inc.

By: [Signature] Surety  
Abigail R. Mohr, Attorney-in-Fact

Address: P.O. Box 14498, Des Moines, IA 50306



\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Title

Address: \_\_\_\_\_

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

Address: \_\_\_\_\_

**For contracts where a County Board of Supervisors is the Contracting Authority:**

This bond approved by the Board of Supervisors of \_\_\_\_\_ County,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
Signature Title

**For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_  
(Contracting Authority)  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
Signature Title

**DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS**

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.



# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Abigail R. Mohr**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: NIA4326  
Principal: Godbersen-Smith Construction Company, Inc.  
Obligee: Woodbury County

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, It is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of December, 2022.

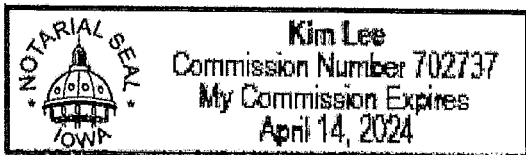


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 1st day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

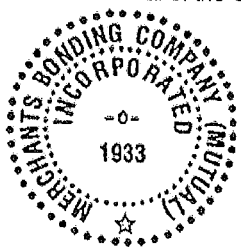


*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this Instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of December, 2022.



*William Warner Jr.*  
Secretary

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

Date: 12/12/2022 Weekly Agenda Date: 12/20/2022

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

**WORDING FOR AGENDA ITEM:**

Consider approval of a project agreement with Iowa DOT for project numbered IM-029-6(278)139--13-97 and IM-029-6(170)139--0E-97

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Iowa DOT has prepared an agreement for performing design work on a new I-29 interchange near mile point 138. A project agreement is presented for approval.

**BACKGROUND:**

The Iowa DOT is proposing to perform design, right of way acquisition, and construction engineering on a new interchange with I-29 near 235th Street south of Sioux City. The estimated total project cost will be financed by the county. Iowa DOT is providing all engineering work in designing and constructing the interchange. The county will be requesting available grants to help fund the project.

**FINANCIAL IMPACT:**

The estimated project cost for the right of way acquisition is \$2,600,000. The estimated cost of the construction of the interchange is \$25,200,000 to be funded with TIF and any grants that can be obtained by the county, including RISE, that will be sought in upcoming months.

**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 project agreement with the Iowa DOT for the above captioned project and direct the chair to sign the agreement.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the project agreement for project IM-029-6(278)139--13-97 and IM-029-6(170)139--0E-97 and direct the chair to sign said agreement.



- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

#### **4. Right of Way and Permits**

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- b. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.

#### **5. Construction & Maintenance**

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 7.110.

#### **6. General Provisions**

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any

July 2014

program or activity for which State funds are used.

- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. This Agreement is contingent upon the project being approved by the Iowa Transportation Commission for inclusion in the Iowa Transportation Improvement Program. The schedule for ROW and construction will be based on the fiscal year the project is placed in the Iowa Transportation Improvement Program. If the project is not approved for inclusion in the Iowa Transportation Improvement Program by the June 2025 Transportation Commission meeting, this Agreement will be considered void.
- e. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- f. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- g. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2023-P-052 as of the date shown opposite its signature below.

**BOARD OF SUPERVISORS OF WOODBURY COUNTY:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_.  
Chairperson

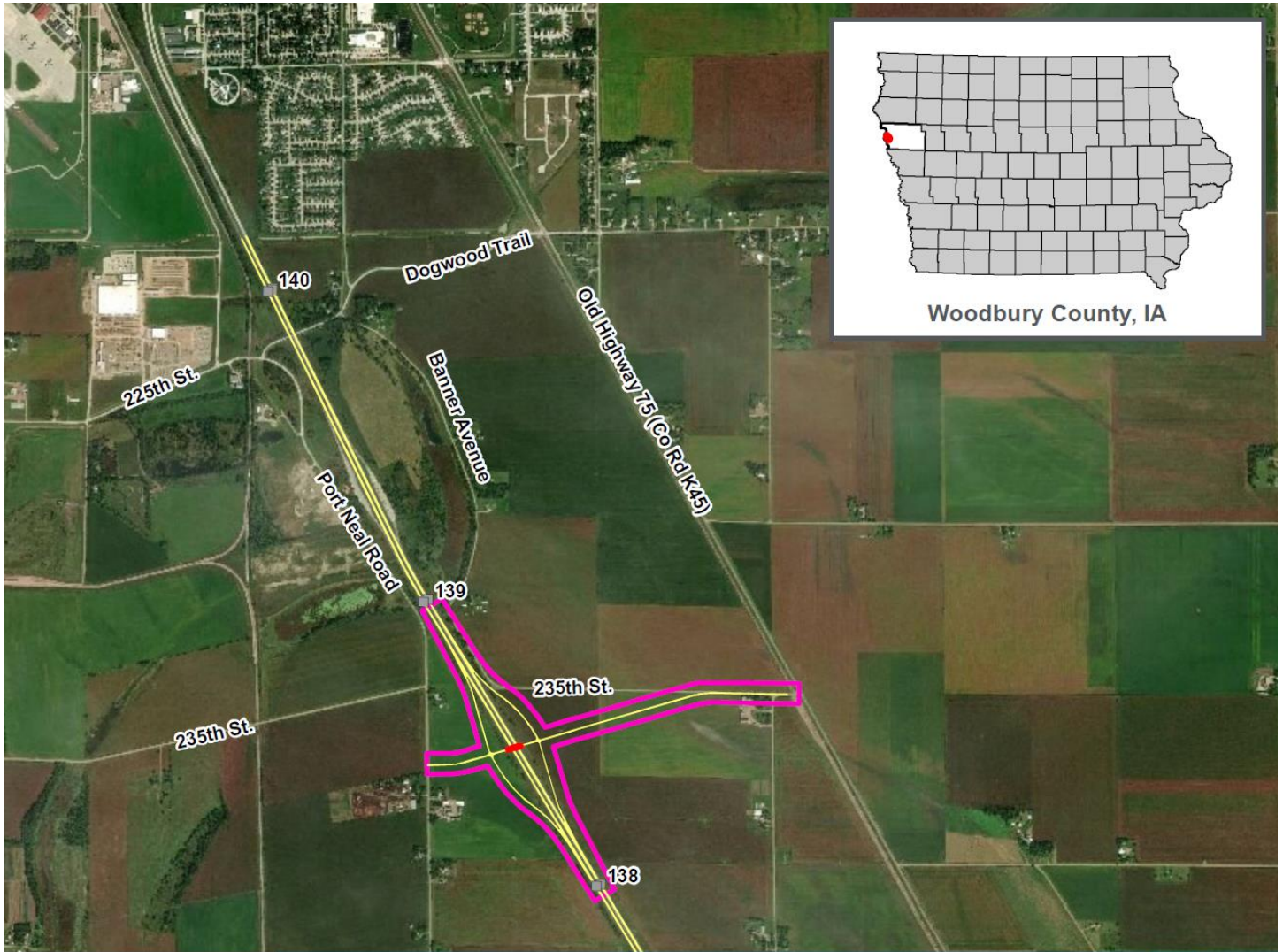
ATTEST:

By: \_\_\_\_\_  
County Auditor

**IOWA DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_.  
Jessica Felix, P.E.  
District Engineer  
District 3

# Exhibit A - Project Location and Preliminary Layout



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

Date: \_\_\_\_\_ Weekly Agenda Date: \_\_\_\_\_

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** \_\_\_\_\_

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**





February 16, 2021

Woodbury County Board of Supervisors  
620 Douglas Street, Room 104  
Sioux City, Iowa 51102

Sioux City City Council  
405 6<sup>th</sup> Street, PO Box 447  
Sioux City, Iowa 51102

RE: Letter of Understanding - Current Law Enforcement Center -  
407 7<sup>th</sup> Street, Sioux City, Iowa 51101

Dear Chairperson DeWitt:

The City of Sioux City ("City") and Woodbury County ("County"), Iowa are important partners in our mutual efforts to work together in the spirit of cooperation in developing each other's interests in meeting the greater public good.

On June 8, 2020 the County and the City entered into a 28E Agreement governing the development of real estate located in the vicinity of 3701 28<sup>th</sup> Street, Sioux City, Iowa, for the proposed Woodbury County Jail Site Improvements Project. A new Law Enforcement Center is to be constructed as part of this project. With the construction of the new facility, it has been determined that a plan must be made for the current Law Enforcement Center location.

This letter is to serve as a "Letter of Understanding" to establish the additional commitments made by each party regarding the construction of the proposed Woodbury County Jail Site Improvements Project, the redevelopment of the Law Enforcement Center location at 407 7<sup>th</sup> Street, Sioux City, Iowa which is further described on **Exhibit A** attached hereto, and the Elk Creek Road Development. This Letter of Understanding is intended to provide clarification of the terms and parameters between the County to the City and to ensure that both parties are proceeding according to a mutually-agreed set of


expectations to avoid any miscommunication and maintain a transfer process free from delays.


Under the terms of this Letter of Understanding, the County agrees to the following:

1. Within eighteen (18) months of the occupancy of the new Woodbury County Jail, the County agrees at the County's sole cost and expense to have demolished the existing Law Enforcement Center and remediated the site of contaminants and pollutants to a level which would allow construction and new development to occur at that location without further remediation required by the Iowa Department of Natural Resources.
2. At the County's sole cost and expense, the County shall consult with a qualified expert to ensure compliance with all federal, state, and local laws in the demolition and remediation of the site.
3. At the County's sole cost and expense, all necessary Closure Reports shall be obtained from DNR, EPA, and other necessary regulatory bodies to ensure that the site meets required environmental standards under federal, state, and local laws and regulations.
4. At the County's sole cost and expense, the County shall provide the City with all environmental reports for examination.
5. Upon receiving notification from the City that it is satisfied with the condition of the site, the County shall transfer the property located at 407 7<sup>th</sup> Street, Sioux City, Iowa 51101 via county deed free of all liens and encumbrances to the City for \$1.00 and other good and valuable consideration, subject to the requirements of Iowa Code Section 331.361.
6. At the County's sole cost and expense, the County will complete engineering design of Elk Creek Road within six months from the date of this letter.
7. The County shall provide up to a maximum amount \$133,300 of the costs of paving Elk Creek Road. Said paving shall begin at the intersection of Old Lakeport Road and end at a point approximately 3,840 feet to the southeast.

Under the terms of this Letter of Understanding, the City shall:

1. The City shall agree to take title to the property located at 407 7<sup>th</sup> Street, Sioux City, Iowa 51101 upon successful completion of the terms and conditions noted above.
2. The City will use its best efforts to cause the site to be developed in a manner fitting for its downtown location.
3. Via separate agreement with the Law Enforcement Authority, the City will provide up to an additional \$375,000 toward the expense of the construction of the Woodbury County Jail Site Improvements Project. The City may reduce this additional amount based upon actual bid costs.

  
\_\_\_\_\_  
Robert E. Scott  
Mayor  
City of Sioux City

  
\_\_\_\_\_  
Rocky DeWitt  
Chairperson  
Woodbury County Board of Supervisors

Attachments:

**Exhibit A** - Legal Description of 407 7<sup>th</sup> Street, Sioux City, Iowa

**FIRST AMENDMENT TO LETTER OF UNDERSTANDING  
(CITY OF SIOUX CITY AND WOODBURY COUNTY)**

THIS FIRST AMENDMENT TO A LETTER OF UNDERSTANDING made on this 19<sup>th</sup> day of December 2022, by and between the City of Sioux City, ("City") and Woodbury County ("County")

***RECITALS***

WHEREAS, on February 16, 2021, the City and County entered into a Letter of Understanding to set out various commitments related to the construction of the proposed Woodbury County Jail Site Improvements Project, the redevelopment of the Law Enforcement Center location at 407 7<sup>th</sup> Street, and the Elk Creek Road development; and

WHEREAS, the City and County wish to proceed with the paving of Elk Creek Road as considered in the Letter of understanding; and

WHEREAS a First Amendment to the Letter of Understanding is necessary to approve a plan for the shared costs and responsibilities of the paving of Elk Creek Road; and

WHEREAS all other terms of the Letter of Understanding would remain in effect; and

WHEREAS, both parties wish to amend said Letter of Understanding;

NOW, THEREFORE, IT IS AGREED that the Letter of Understanding is amended as follows:

1. Paragraph (7) is replaced in its entirety and now reads as follows:  
"The City shall pave the section of Elk Creek Road directly adjacent to the Elk Creek Residential Subdivision, a distance of approximately 1,800 feet. Paving will be an urban section with curb and gutter and include storm sewer and intakes. The Developer shall reimburse the City for one-third of the paving, storm sewer, and directly related construction costs. The other two-thirds of the paving, storm sewer, and directly related construction costs shall be paid by the City and County. The Developer shall pay for any sanitary sewer and water main utility costs associated with the project."
2. A new paragraph (8) is added and reads as follows:  
"The County shall construct the section of Elk Creek Road from the Elk Creek Residential Subdivision north to the intersection of Elk Creek Road and Old Lakeport Road, a distance of approximately 1,850 feet. The City and County shall share the costs of the paving equally which shall be constructed as a 24-foot rural design. The County shall also construct an intersection at Elk Creek Road and Old Lakeport. The City and County shall share the intersection costs, allocating the part of the intersection inside the City corporate limits to the City, and the part of the intersection outside the City corporate limits to the County. The City shall pay the costs of a water line. Construction shall take place per a mutually agreed upon schedule."
3. A new paragraph (9) is added and reads as follows:  
"At the time the Elk Creek Road and Old Lakeport Road intersection is reconstructed the County, if requested by the City, will also construct a sidewalk/trail along Old Lakeport Road from Singing Hills Boulevard to the intersection of Old Lakeport Road and Elk Creek Road. The City shall pay for the costs of the sidewalk/trail if constructed."

[SIGNATURE PAGES TO FOLLOW]

CITY OF SIOUX CITY, IOWA

By: \_\_\_\_\_  
Robert E. Scott, Mayor

Attest: \_\_\_\_\_  
Lisa L. McCardle, City Clerk

STATE OF IOWA            )  
                                      :  
COUNTY OF WOODBURY )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for Woodbury County, personally appeared Robert E. Scott and Lisa L. McCardle, to me personally known, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively, of the City of Sioux City, Iowa; that the seal affixed hereto is the seal of the City of Sioux City, Iowa; that the said instrument was signed and sealed on behalf of said City of Sioux City, Iowa, and that the said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said City of Sioux City, Iowa, by it and by them voluntarily executed.

\_\_\_\_\_  
NOTARY PUBLIC in and for said COUNTY and STATE

Woodbury County

By: \_\_\_\_\_

STATE OF IOWA )  
 :  
COUNTY OF WOODBURY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_, and that said instrument was signed on behalf of said such officers acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

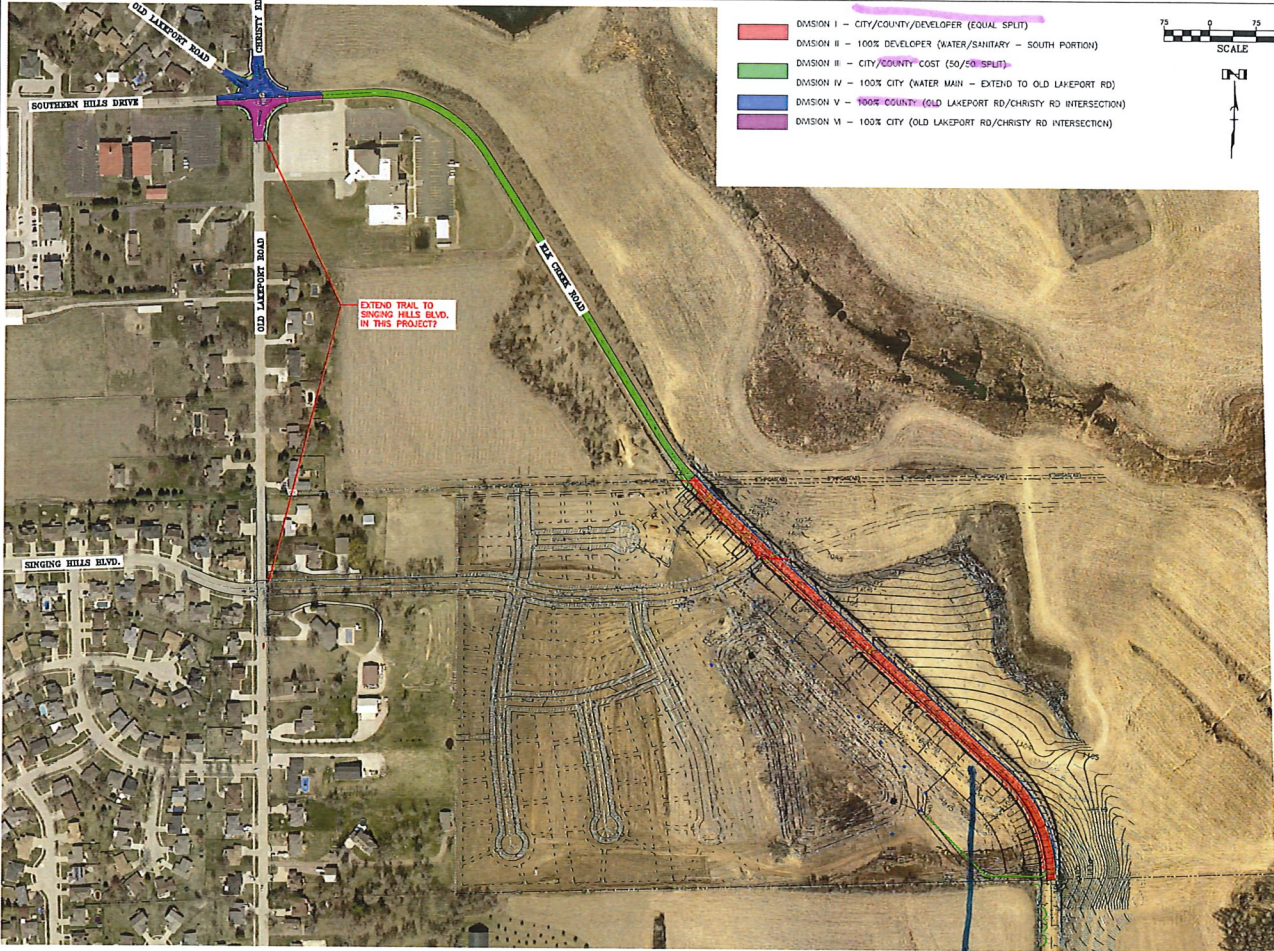
\_\_\_\_\_  
Notary Public in and for the State of Iowa

**Elk Creek Road Construction**  
**Sioux City, Iowa**  
**Engineer's Opinion of Probable Costs**  
**December 7, 2022**

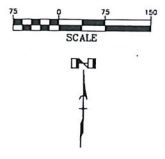
Item No.	Item Code	No. of Units	Description	Unit Price	Total
<b>Division I - Roadway &amp; Storm Sewer (Developer, City, County - Equal Split)</b>					
1	2010-D-3	538 C.Y.	Topsoil, Off-Site, 4"	\$ 39.00	\$ 20,982.00
2	2010-E	2662 C.Y.	Excavation, Class 10 (ROW only)	\$ 10.00	\$ 26,620.00
3	2010-G	7468 S.Y.	Subgrade Preparation, 12"	\$ 5.50	\$ 41,074.00
4	2010-999-A	114 Tons	Granular Surfacing	\$ 66.00	\$ 7,524.00
5	4020-A-1	1054 L.F.	Storm Sewer, Trenched, SS, 15"	\$ 66.00	\$ 69,564.00
6	4020-A-1	78 L.F.	Storm Sewer, Trenched, SS, 18"	\$ 72.00	\$ 5,616.00
7	4020-999-A	318 L.F.	Storm Sewer, Trenched, HPPP, 15", Install Only	\$ 33.00	\$ 10,494.00
8	4020-999-B	3 Ea.	Connect to Existing Intake	\$ 1,650.00	\$ 4,950.00
9	4020-999-C	1 Ea.	Concrete Pipe Support	\$ 1,100.00	\$ 1,100.00
10	6010-A	1 Ea.	Storm Manhole, Nyloplast Basin (install only)	\$ 2,750.00	\$ 2,750.00
11	6010-B-0	6 Ea.	Intake Type, SW-501	\$ 5,500.00	\$ 33,000.00
12	6010-B-0	2 Ea.	Intake Type, SW-505	\$ 6,600.00	\$ 13,200.00
13	6010-B-0	2 Ea.	Intake Type, SW-509	\$ 7,700.00	\$ 15,400.00
14	6010-B-0	1 Ea.	Intake Type, SW-512	\$ 3,850.00	\$ 3,850.00
15	6010-999-A	1 Ea.	Storm Manhole, SW-401, 48", Base, Ring and Cover & External Seal	\$ 3,300.00	\$ 3,300.00
16	6010-999-B	5.0 V.F.	Storm Manhole, SW-401, 48"	\$ 440.00	\$ 2,200.00
17	7010-A	6288 S.Y.	Pavement, PCC, 7"	\$ 60.00	\$ 377,280.00
18	7030-E	148 S.F.	Sidewalk, PCC, 6"	\$ 12.00	\$ 1,776.00
19	7030-G	10 S.F.	Detectable Warnings	\$ 50.00	\$ 500.00
20	8030-A	1 L.S.	Temporary Traffic Control	\$ 3,000.00	\$ 3,000.00
21	9010-A	1 Ac.	Conventional Seeding, Fertilizing, and Mulching, Temporary	\$ 5,500.00	\$ 5,500.00
22	9010-B	1 Ac.	Hydraulic Seeding, Fertilizing, and Hydromulching, Permanent	\$ 6,600.00	\$ 6,600.00
23	9040-A-2	1 L.S.	SWPPP Management	\$ 2,200.00	\$ 2,200.00
24	9040-F-1	600 L.F.	Wattle 9", Furnish, Install, Maintain and Remove	\$ 5.50	\$ 3,300.00
25	9040-N-1	1800 L.F.	Silt Fence, Furnish, Install, Maintain and Remove	\$ 5.50	\$ 9,900.00
26	9040-999-A	1 L.S.	Erosion Control	\$ 5,500.00	\$ 5,500.00
27	11,010-A	1 L.S.	Construction Survey	\$ 16,000.00	\$ 16,000.00
28	11,020-A	1 L.S.	Mobilization	\$ 60,000.00	\$ 60,000.00
				<b>Division I Total</b>	<b>\$ 753,180.00</b>
<b>Division II - Sanitary Sewer &amp; Water Main (100% Developer)</b>					
29	4010-C-1	1681 L.F.	Sanitary Low Pressure Force Main, Trenched, HDPE, 2"	\$ 42.00	\$ 70,602.00
30	4010-999-A	30 Ea.	Sanitary Sewer Service Stub, Trenched, HDPE, 1.25"	\$ 1,320.00	\$ 39,600.00
31	4010-999-B	2 Ea.	Connect to Existing Low Pressure Force Main	\$ 1,100.00	\$ 2,200.00
32	4010-999-C	2 Ea.	Sanitary Sewer Cleanout	\$ 1,100.00	\$ 2,200.00
33	5010-A-1	351 L.F.	Water Main, Trenched, 8"	\$ 60.00	\$ 21,060.00
34	5010-A-1	60 L.F.	Water Main, Restrained Joint, Trenched, 8"	\$ 83.00	\$ 4,980.00
35	5010-C-1	5 Ea.	Fitting, Tee, DIP, 8"x6"	\$ 825.00	\$ 4,125.00
36	5010-C-1	2 Ea.	Fitting, Cap, DIP, 8"	\$ 825.00	\$ 1,650.00
37	5010-C-1	3 Ea.	Fitting, DIP, 11.25° Bend, 8"	\$ 825.00	\$ 2,475.00
38	5010-C-1	8 Ea.	Fitting, DIP, 45° Bend, 8"	\$ 825.00	\$ 6,600.00
39	5010-C-1	2 Ea.	Fitting, DIP, 12"x8" Reducer	\$ 1,100.00	\$ 2,200.00
40	5010-999-A	1360 L.F.	Water Main, Trenched, PVC C900, 8" (install only)	\$ 30.00	\$ 40,800.00
41	5010-999-B	2 Ea.	Connect to Existing Water Main	\$ 1,650.00	\$ 3,300.00
42	5020-A	2 Ea.	Valve, Gate Valve/Box, 8" (install only)	\$ 1,100.00	\$ 2,200.00
43	5020-A	1 Ea.	Valve, Gate Valve/Box, 12" (install only)	\$ 1,320.00	\$ 1,320.00
44	5020-C	1 Ea.	Alternate Fire Hydrant Assembly	\$ 5,500.00	\$ 5,500.00
45	5020-C	2 Ea.	Fire Hydrant Assembly	\$ 6,600.00	\$ 13,200.00
46	5020-C	2 Ea.	Fire Hydrant Assembly (install only)	\$ 2,750.00	\$ 5,500.00
47	5020-E	1 Ea.	Flushing Device, Blowoff	\$ 1,650.00	\$ 1,650.00
48	5020-E	1 Ea.	Flushing Device, Blowoff w/1" Corp. Stop	\$ 1,650.00	\$ 1,650.00
49	5020-999-A	1 Ea.	Fire Hydrant Extension, 6"	\$ 825.00	\$ 825.00
50	5020-999-A	1 Ea.	Fire Hydrant Extension, 12"	\$ 1,100.00	\$ 1,100.00
51	11,020-A	1 L.S.	Mobilization	\$ 18,000.00	\$ 18,000.00
52	SP-1	84 L.F.	Electrical Conduit, Trenched, PVC, 4"	\$ 30.00	\$ 2,520.00
				<b>Division II Total</b>	<b>\$ 255,257.00</b>
				<b>Divisions I &amp; II Total</b>	<b>\$ 1,008,437.00</b>

Plan Date: 10/20/2013 10:48 AM

Project Name: 04101327000001.DWG



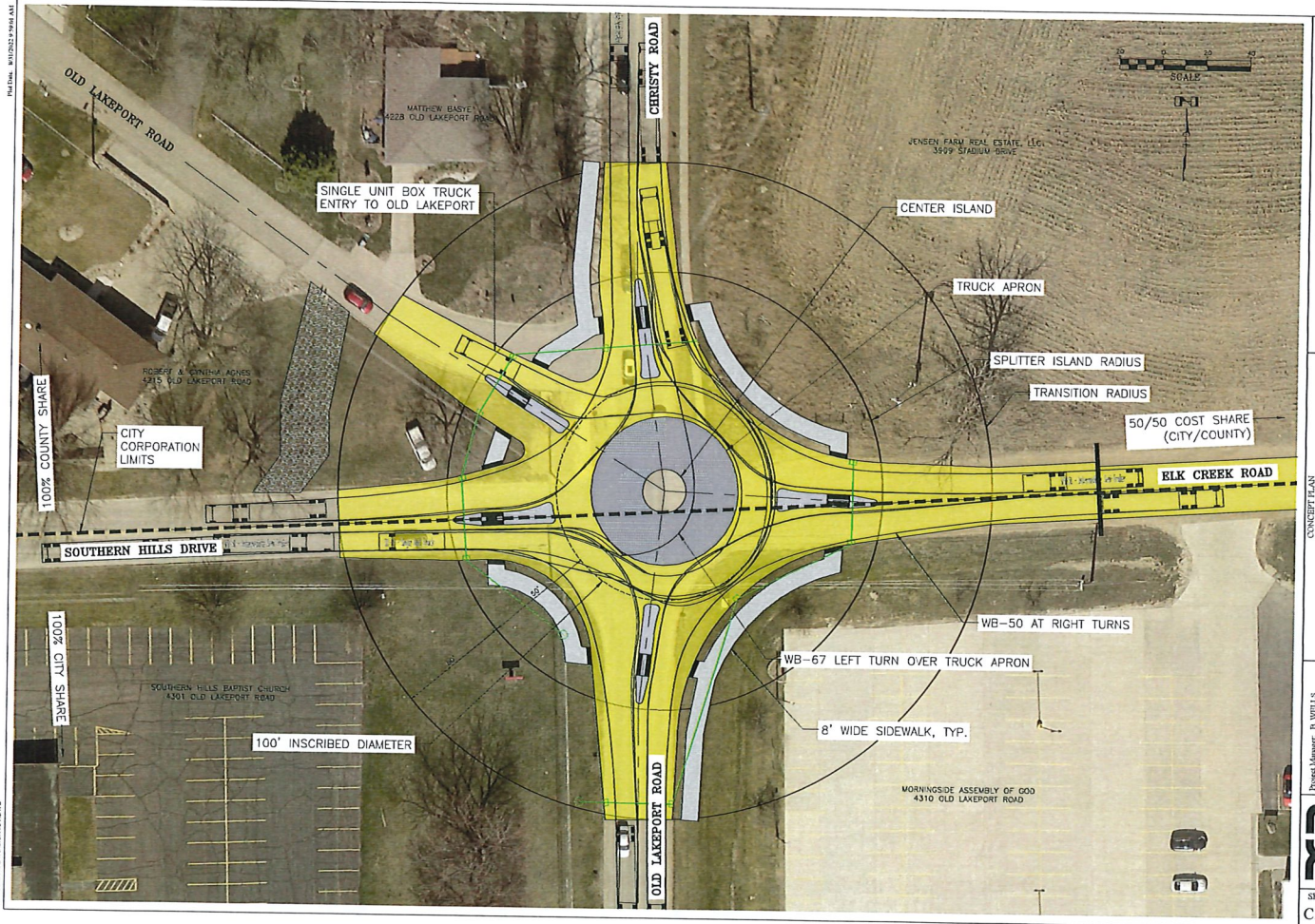
- DIVISION I - CITY/COUNTY/DEVELOPER (EQUAL SPLIT)
- DIVISION II - 100% DEVELOPER (WATER/SANITARY - SOUTH PORTION)
- DIVISION III - CITY/COUNTY COST (50/50 SPLIT)
- DIVISION IV - 100% CITY (WATER MAIN - EXTEND TO OLD LAKEPORT RD)
- DIVISION V - 100% COUNTY (OLD LAKEPORT RD/CHRISTY RD INTERSECTION)
- DIVISION VI - 100% CITY (OLD LAKEPORT RD/CHRISTY RD INTERSECTION)



	Project Manager: B. WELLS Designer: K. MILLER Project Number: 273066 Date: 07/23/2013	OVERVIEW PLAN ANDESIA DEVELOPMENT <b>PRELIMINARY</b> FOR REVIEW ONLY	ELK CREEK ROAD CONSTRUCTION SIOUX CITY, IOWA
	Sheet <b>C.01</b>		

280,000





ELK CREEK ROAD  
 CONSTRUCTION  
 SIOUX CITY, IOWA

CONSULTING ENGINEER  
 ROUNDABOUT AT OLD LAKEPORT/COURTNEY ROAD INTERSECTION  
**PRELIMINARY**  
 FOR REVIEW ONLY

Project Manager: B. WELLS  
 Designer: J. BIRCH  
 Project Number: 272046  
 Phone: (712) 266-1554

**DGR**  
 ENGINEERING

Sheet  
 C.02